

SIDE LETTER OF AGREEMENT
MODIFYING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND THE EMPLOYEES ASSIGNED TO ANIMAL CARE AND CONTROL
REPRESENTED BY
THE CITY OF DESERT HOT SPRINGS EMPLOYEES UNION
EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

This Side Letter of Agreement ("Side Letter") is entered into this ^{20th} day of ^{JULY}, 2019, by and between the City of Desert Hot Springs ("City") and the employees assigned to Animal Care and Control represented by the City of Desert Hot Springs Employees Union (DHSEU") to amend the Memorandum of Understanding ("MOU") by and between the City and DHSEU effective July 1, 2019, through June 30, 2020. City and DHSEU are sometimes individually referred to as a "Party" and collectively as "Parties." This Side Letter shall be effective July 1, 2019, and continue in full force and effect through June 30, 2020, or for such period as the MOU may be duly extended.

The City and DHSEU previously entered into the MOU with the intent and purpose of setting forth the wages, hours and/or other items and conditions of employment of the employees of the Desert Hot Springs Employees Union ("DHSEU"). The Parties, specifically Animal Care and Control employees, desire to amend the MOU as described herein.

1. Section 11 of Article II (Holiday Compensation) of the MOU are hereby amended to read as follows:

11.4 - Animal Care and Control employees / staff who are represented by the Desert Hot Springs Employees Union, in lieu of all City recognized holidays, shall be paid 4.23 hours per pay period at their straight time hourly rate, and shall not be included for the purposes of overtime calculations.

2. There shall be no change to any sections of the MOU other than those set forth in this Side Letter. This Side Letter may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto. Electronic Signatures shall be deemed one and the same as originals. In the event there exists any conflicts between the terms of this Side Letter and the MOU, the terms of the Side Letter

shall be superseding. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

IM WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed as of the date first written above.

REPRESENTATIVES OF THE DESERT HOT SPRINGS EMPLOYEES UNION



FLOYLAINA SMITH

DHSEU President

REPRESENTATIVES OF THE CITY OF DESERT HOT SPRINGS



LUKE RAINEY

DEPUTY CITY MANAGER



JERRYL SORIANO

CITY CLERK