

**Letter of Agreement
Between the City of Ceres and
The Ceres Police Officers' Association**

This Letter of Agreement is made by and between the City of Ceres hereafter designated as "CITY" and the Ceres Police Officers' Association, hereafter designated as "ASSOCIATION", and collectively referred to as the "PARTIES".

This Letter of Agreement is further made in reference to the following recitals which the parties acknowledge are true and correct.

RECITALS

- A. The CITY plans to recruit and hire one (1) additional Police Officer with funds from the Department of Justice, FY 2012 COPS Hiring Program (CHP) grant.
- B. Said grant fund revenues will provide funds for the payment of salaries and benefits for the one additional Police Officer for a period of three years; the City is required to retain the position for an additional year. The grant Performance Period is June 1, 2012 to May 31, 2015; the Retention Period is June 1, 2015 to May 31, 2016.
- C. By the terms of the grant, the City's obligation to retain said Police Officer will cease at the end of the Retention Period.
- D. Given the current economic conditions, the CITY anticipates that it will not have sufficient General Fund revenues to continue the employment of the Police Officer after the expiration of the grant Retention Period.
- E. If at the end of the Retention Period the CITY determines, in its sole discretion that it does not have sufficient funds to continue the employment of the Police Officer, the CITY will be required to layoff the employee. To insure that no additional General Fund revenues will be spent after the expiration of the Retention Period, the CITY wishes to complete the layoff in a prompt and expeditious manner without compliance with any notice requirements, payment of severance benefits, and without a duty to meet and confer with the ASSOCIATION or the affected employee regarding the impacts of the layoff of said employee.
- F. The purpose of this Letter of Agreement is to eliminate the possible use of General Fund revenues to effect the layoff of said Police Officer.
- G. The ASSOCIATION and the CITY both wish to increase the level of police services for the period of the grant and they both acknowledge the modification of the layoff procedures sought by the provisions of this Letter of Agreement are necessary to preserve the CITY'S limited General Fund revenues.

NOW THEREFORE, in consideration of the recitals contained hereinabove, the PARTIES do agree as follows:

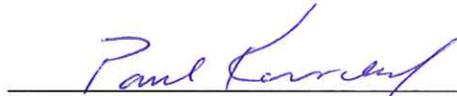
1. Any new Police Department employee employed to fill the Police Officer position to be funded with grant fund revenues from the FY 2012 COPS Hiring Grant may be laid off by the CITY immediately upon the expiration of the Retention Period without cause, notice, severance benefits, and without any duty to the ASSOCIATION or the affected employee to meet and confer regarding the impacts of layoff.
2. Prior to the employment of said Police Officer, that employee shall execute a document acknowledging and accepting the special terms and conditions of his/her employment as set-forth herein.
3. Except for the special conditions set-forth herein, all of the other terms and conditions of employment contained in the MOU with the ASSOCIATION and the CITY'S Personnel Rules shall remain in full force and effect. This shall include layoff determined by seniority, as provided in Personnel Rule XVI.
4. This Letter of Agreement shall be null and void should the CITY fail to exercise its right to layoff the employee by June 30, 2016.
5. This isolated agreement shall not be considered an established precedent or past practice.

FOR THE
CITY OF CERES
Dated: September 5, 2012

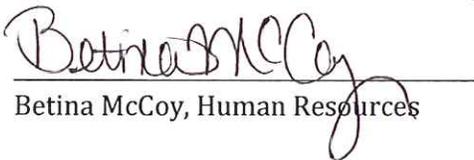


Art deWerk, City Manager

FOR THE
CERES POLICE OFFICERS' ASSOCIATION
Dated: September 5, 2012



Paul Konsdorf, Goyette & Associates



Betina McCoy, Human Resources



Danny Vierra, President
Ceres Police Officers' Association