

**RESOLUTION NO. 2023-083**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORIZING AND APPROVING A LETTER AGREEMENT TO THE  
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND  
THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA)**

**WHEREAS**, on June 8, 2021, the City Council adopted Resolution No. 2021-070 approving and adopting a Memorandum of Agreement with the Rohnert Park Public Safety Officers' Association (RPPSOA); and

**WHEREAS**, the RPPSOA and City staff have met and conferred in good faith to amend certain terms and conditions of the Agreement effective October 1, 2023; and

**WHEREAS**, staff prepared the attached Side Letter Agreement effective October 1, 2023 to the Memorandum of Agreement; and

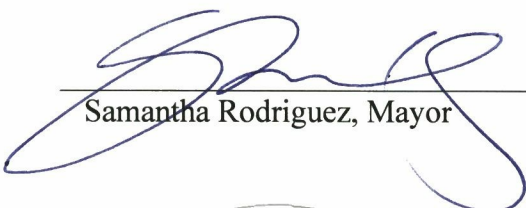
**WHEREAS**, the attached Side Letter Agreement effective October 1, 2023, has been approved by representatives of RPPSOA.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Side Letter Agreement effective October 1, 2023 to the Memorandum of Agreement for the RPPSOA, which is attached hereto as Exhibit "A" and incorporated by this reference.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

**DULY AND REGULARLY ADOPTED** this 28<sup>th</sup> day of November 2023.

**CITY OF ROHNERT PARK**

  
Samantha Rodriguez, Mayor

**ATTEST:**

  
Sylvia Lopez Cuevas, City Clerk



Attachment: Exhibit A

ELWARD: Aye GIUDICE: Aye SANBORN: Aye HOLLINGSWORTH ADAMS: Aye RODRIGUEZ: Aye  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

**EXHIBIT A**  
**AGREEMENT**  
**BETWEEN**  
**THE CITY OF ROHNERT PARK**  
**AND**  
**THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION**

*Public Safety Officer Lateral Definition*

The City of Rohnert Park (the “City”) and the Rohnert Park Public Safety Officers’ Association (“RPPSOA”) entered into a Memorandum of Agreement effective June 8, 2021 – June 30, 2025 (“MOA”). The City and the RPPSOA are collectively referred to herein as the “Parties.”

The City and RPPSOA have met and conferred in good faith, in accordance with the Meyers-Milias-Brown Act (“MMBA”), concerning the terms and conditions of this Agreement (Lateral Definition). The specific provisions contained in this Agreement are intended to temporarily supersede any previous agreements, whether oral or written, regarding the matter contained herein. Further, except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the RPPSOA in the MOA shall remain in full force and effect.

Whereas, Effective October 1, 2023, Article 10.10, Lateral Public Safety Officers, (new) will be added as follows:

Lateral Public Safety Officers are defined as the following:

<b>Position</b>	<b>Lateral Requirements</b>
<b>PSO I – Patrol</b>	N/A – Entry Level
<b>PSO II – Patrol</b>	P.O.S.T. Certificate, Successful completion of Probationary Period at Public Agency, Less than 5 years of applicable work experience as a Police Officer
<b>PSO III – Patrol</b>	P.O.S.T. Certificate, Successful completion of Probationary Period at Public Agency, 5 years or more applicable work experience as a Police Officer
<b>PSO IV -Patrol</b>	N/A
<b>PSO I – Fire</b>	N/A – Entry Level
<b>PSO II – Fire</b>	SFMT Firefighter Certificate I, Successful Completion of Probationary Period at Public Agency, Less than 5 years of applicable work experience as a Fire Fighter
<b>PSO III – Fire</b>	SFMT Firefighter Certificate II or SFMT Driver Operator 1A/1B Certificate, valid California Class C FF endorsement or Class B license and current assignment as an Engineer or Driver Operator, Successful Completion of Probationary Period at Public Agency, 5 years or more applicable work experience as a Fire Fighter
<b>PSO IV - Fire</b>	N/A

Lateral Public Safety Officers shall be required to fully qualify as a Public Safety Officer within a reasonable period of time.

- a) If hired as a Lateral via the “Patrol” qualifications, the employee shall be required to pass the requirements for advancement as outlined in the PSO II classification in Article 10.1.b.


1. Employees are required to meet the requirements of a PSO II within a reasonable period of time. The requirements for a PSO II are outlined in the PSO II classification above. The timeline for meeting the specified requirements are contingent upon academy and departmental availability.
  2. Lateral - Patrol employees are permitted to defer attendance at the assigned Fire Academy one time only within their career.
  3. Lateral – Patrol employees are permitted two opportunities to successfully complete Fire Technology 208, or the equivalent.
  4. Lateral – Patrol employees are permitted two opportunities to successfully complete the assigned Fire Academy.
  5. In the event a Lateral – Patrol employee fails Fire Technology 208 and/or the Fire Academy, the department will draft a Performance Improvement Plan (PIP) for the employee, specific to the course and/or academy failure. The PIP will outline all performance deficiencies and shall include specific remediation tools, goals, and timelines. The intent of the PIP is to provide the employee with the necessary training and time to successfully pass Fire Technology 208 and/or the Fire Academy.
  6. Failure of a Lateral – Patrol employee to successfully pass Fire Technology 208 and/or the Fire Academy, after two attempts, may result in disciplinary action, up to and including termination.
  7. Nothing in this section shall preclude the City from otherwise taking disciplinary action, e.g. for cause, pursuant to the City’s Personnel Rules and Regulations.
- b) If hired as a Lateral via the “Fire” qualifications, the employee shall be required to pass the requirements for advancement as outlined in the PSO I classification in Article 10.1.b.
1. Employees are required to meet the requirements of a PSO I within a reasonable period of time. The requirements for a PSO I are outlined in the PSO I classification above. The timeline for meeting the specified requirements are contingent upon academy and departmental availability.
  2. Lateral - Fire employees are required to attend the assigned Police Academy within one year of date of appointment.
  3. Lateral – Fire employees are permitted one opportunity to successfully complete the assigned Police Academy.
  4. Failure of a Lateral – Fire employee to successfully pass the assigned Police Academy, after one attempt, may result in disciplinary action, up to and including termination.
    - a. In the event a Lateral – Fire employee suffers an injury, industrial or non-industrial, or otherwise is delayed due to a leave of absence, the employee may be assigned to a division, including Fire Suppression, in the Public Safety Department until such time they are able to attend the assigned Police Academy.
    - b. Under no circumstance shall this assignment count toward meeting minimum staffing requirements. This assignment shall result in the “extra employee” on an engine.
  5. Nothing in this section shall preclude the City from otherwise taking disciplinary action, e.g. for cause, pursuant to the City’s Personnel Rules and Regulations.

**For the City**

\_\_\_\_\_  
Marcela Piedra, City Manager

Date: \_\_\_\_\_

**For the RPPSOA**

  
\_\_\_\_\_  
Casey Quinn, RPPSOA President

Date: 11/1/23