

C-23-710  
refer to  
C-23-364



## SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

### ELK GROVE POLICE OFFICERS ASSOCIATION

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Second Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Elk Grove Police Officers Association (“EGPOA”), and hereby amends the Memorandum of Understanding entered into between the parties with an effective date of July 1, 2023, as contract number C-23-364 (“MOU”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and EGPOA agree to as follows:

1. It is the intent of the City and EGPOA to continue to be bound by all terms and conditions of the MOU, and the First Amendment to the MOU entered into by and between the parties on or about October 11, 2023, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment.
2. Effective January 1, 2024, Section 3 of Article VII (Short Term Disability Program) is hereby amended and replaced, in its entirety with the following provision:

#### **3. Short Term Disability Program**

As of January 1, 2024, State Disability Insurance (“SDI”) shall no longer be provided to the EGPOA members. The City and the EGPOA shall cooperate in taking all steps reasonably necessary to terminate SDI coverage effective January 1, 2024 or as soon thereafter as reasonably practical. No later than the effective termination date of SDI, as provided herein, and in lieu of SDI, the City shall provide a short term disability insurance program for the EGPOA that includes a paid family leave component. The cost of the short term disability benefit will be paid 90% by the City and 10% by the EGPOA member employee and will replace either 66.67% of weekly earnings or the “maximum weekly benefit,” (as defined herein) whichever is lower, after a seven (7) day waiting period. The “maximum weekly benefit” shall be no less than \$2,300 per week.



City of Elk Grove  
**Elk Grove Police Officers Association**  
Re: Memorandum of Understanding C-23-364

3. The person or persons executing this Second Amendment on behalf of the EGPOA warrant and represent that they have the authority to execute this Second Amendment on behalf of their agency and further warrant and represent that they have the authority to bind EGPOA to the performance of its obligations hereunder.

4. The MOU and this Second Amendment constitute the entire agreement between City and EGPOA concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

5. EGPOA and City agree and acknowledge that the provisions of this Second Amendment were initiated and extended by the City to the EGPOA and that each party has had a full and fair opportunity to revise the provisions of this Second Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Second Amendment shall not be resolved against the drafting party.

AGREED to this 5<sup>th</sup> day of December, 2023, by the parties as follows.

**FOR CITY**

**FOR EGPOA**

By:  12/14/2023 | 8:47 AM PST  
Jason Behrmann, City Manager

By: Musa Abedrabbo 12/5/2023 | 7:04 AM PST  
Musa Abedrabbo, President

By: Melissa Rojas 12/4/2023 | 5:11 PM PST  
Melissa Rojas, Human Resources Director


**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: Jonathan P. Hobbs 12/4/2023 | 5:04 PM PST  
Jonathan P. Hobbs, City Attorney

By: Bhavender Atwal 12/4/2023 | 9:29 PM PST  
Counsel for EGPOA

**ATTEST:**

By:   
Jason Lindgren, City Clerk

Date: 12/14/2023 | 8:50 AM PST