

**SIXTH SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective January 1, 2006, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department needs to train two employees newly assigned to the Professional Standards Unit due to the retirement and promotion, respectively, of the two former incumbents.

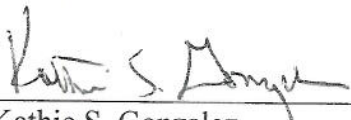
This amendment provides for the terms and conditions of employment for the employee hired on a part-time basis to fill the position of Investigator. This employee will conduct internal and citizen complaint investigations of police department employees with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. There will be no more than one (1) Professional Standards Investigator at the inception of this program.

The terms and conditions of employment are as follows:

- For that person so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- The position will be guaranteed to last for a minimum of six (6) months' employment with an extension of six (6) months possible based on the needs of the Department;
- The employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);
- If the person employed under this Side Letter is terminated prior to the end of the six-month period, that person shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- The person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;
- The parties recognize that for the employee who has retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;

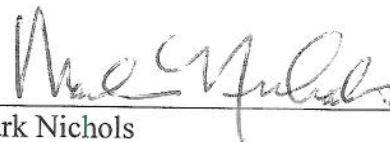
- An employee hired under this Side Letter who works in excess of ten (10) hours per day will be compensated for that time in excess of ten (10) hours at the rate of one and one-half times their regular hourly rate.

This agreement will expire June 30, 2006.



Kathie S. Gonzalez
Employee Relations Manager
City of Santa Ana

1/24/06
Date



Mark Nichols
President, Santa Ana Police Officers
Association

1-24-2006
Date