


**Side Letter Agreement
Between the County of Kern
and
Kern County Prosecutors' Association**

This Side Letter Agreement ("Agreement"), entered on AUG 31 2021 between COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and KERN COUNTY PROSECUTORS' ASSOCIATION (hereafter "KCPA"), (hereafter collectively referred to as "the Parties") after having met and conferred in good faith, mutually agree to the following:

1. The Parties have previously agreed to and executed the County and KCPA Memorandum of Understanding ("MOU") (Agreement #595-2019, dated September 17, 2019) that covers terms and conditions of employment for represented employees.
2. The Parties continue to bargain in good faith for a successor MOU since July 15, 2021.
3. The American Rescue Plan Act of 2021 was enacted into law establishing the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("CLFRF") to help local governments recover from the financial impact of the pandemic, fund unmet ongoing public health needs related to the pandemic, address its economic impacts on employees, and lay the foundation for a strong and equitable recovery through the investment in certain necessary infrastructure projects.
4. The County received \$174,835,685 from the CLFRF and has approved a preliminary plan to utilize these funds for the approved purpose, including to provide premium pay to eligible workers that performed and continue to perform essential work during the COVID-19 public health emergency.
5. The Parties separately agree by this Side Letter Agreement to implement a one-time, non-pensionable premium pay bonus for essential work provided during the COVID-19 public health emergency as follows:
 - a. One-time \$3,000 bonus for all covered employees who were employed with the County prior to July 1, 2021, and continue to be on payroll as of the date of payment.
 - b. The premium pay bonus is considered non-pensionable compensation.
 - c. The bonus will be paid with the pay warrant issued on the first pay date following issuance of the final rule by the United States Department of Treasury, ratification of this Side Letter Agreement, and approval of the Board of Supervisors.
 - d. This Side Letter Agreement is contingent upon no material or substantive changes being made during the final rule-making process by the United States Department of Treasury, which would make this premium pay bonus a non-permitted expenditure of the funds received by the County of Kern from the American Rescue Plan Act of 2021.
 - e. If any other employee group receives more than a \$3,000 one-time premium pay bonus, the same equivalent amount shall be applied to all KCPA Bargaining Units within one pay period of it being applied to the said "bargaining unit."


6. This Agreement shall be effective on the date of approval and execution by the Board of Supervisors.
7. Except as specifically provided herein, all provisions, terms, and conditions in the current or successor MOU between County and KCPA, as amended, shall remain in full force and effect. If, however, any specific provision, term, or condition contained herein is in direct conflict with any provision, term, or condition of the current or successor MOU, the specific provision of this Agreement shall control.
8. No provision, term, or condition of this Agreement shall be modified, waived, changed, breached, or terminated without written mutual agreement of the Parties.

KCPA:



Michael A. Caves, President


COUNTY:



Phillip Peters
Chairman, Board of Supervisors



Devin Brown
Chief Human Resources Officer



Approved as to Form
Stephanie Bouey
Deputy County Counsel