

**Amendment No. 2 to
Side Letter Agreement
Between the County of Kern
and
Kern Law Enforcement Association**

Kern County
Agt. # 698-2022

This Amendment No. 2 to Side Letter Agreement #521-2020 between COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and KERN LAW ENFORCEMENT ASSOCIATION (hereafter "KLEA"), (hereafter collectively referred to as "the Parties") after having met and conferred in good faith, mutually agree to changes in terms and conditions of employment as follows:


1. The Parties have previously agreed to and executed the Memorandum of Understanding (Agreement #687-2021 dated November 9, 2021) that covers terms and conditions of employment for represented employees.
2. The Parties have since met and conferred in good faith to address continued challenges related to recruitment of Deputy Sheriff Personnel and agreed to Side Letter Agreement #521-2020 providing a \$25,000 non-pensionable recruitment bonus for all new Kern County employees laterally appointed into the Deputy Sheriff classification and expiring June 30, 2022.
3. The Parties amended Side Letter Agreement #521-2020 with Amendment No. 1 dated March 29, 2022, which extended the expiration date through June 30, 2025, and provided a \$5,000 relocation stipend.
4. The Parties desire to continue making lateral appointments to the Deputy Sheriff classification to assist in filling vital vacancies in the Kern County Sheriff's Office. The Parties met and conferred on additional modifications to Side Letter Agreement #521-2020 and have reached agreement on this Amendment No. 2.
5. The Parties agree to amend Side Letter Agreement #521-2020 as follows:
 - a. The non-pensionable \$25,000 recruitment bonus for lateral appointees to a Deputy Sheriff position with the Kern County Sheriff's Office shall be payable in full upon appointment by the Sheriff-Coroner-Public Administrator subject to completion of a five-year term of service as a sworn peace officer with the County of Kern.
 - b. Lateral appointees who do not complete the agreed upon term of service shall be subject to repayment of the bonus with the following amortization schedule:
 - i. Less than one year of service - \$25,000
 - ii. Less than two years of service - \$20,000
 - iii. Less than three years of service - \$15,000
 - iv. Less than four years of service - \$10,000
 - v. Less than five years of service - \$5,000
 - c. Lateral appointees shall acknowledge in writing the terms and conditions required for the bonus prior to receipt of payment.

- d. Lateral appointees shall be assigned upon appointment under the following terms and conditions:
 - i. Lateral appointees who have previously completed a field training program (FTO) and have a minimum of one-year prior patrol experience, may be assigned to FTO upon appointment.
 - ii. After completion of FTO, the lateral appointee may receive an operational assignment based upon Sheriff's Office needs until transferred to a permanent assignment based upon departmental seniority.
 - iii. As each lateral appointee is assigned to FTO, one existing Deputy Sheriff currently assigned to the Downtown Services Division and with a transfer request in, will also be assigned to FTO based upon seniority within the department.
- e. Subsection 5 (d) of this Amendment No. 2 shall be in effect a period of one year unless extended by mutual agreement or superseded by a separate agreement of the parties.
6. Except as specifically provided herein, all provisions, terms, and conditions in the current or successor Memorandum of Understanding between County and KLEA shall remain in full force and effect. ~~If 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.
7. No provision, term, or condition of this Agreement shall be modified, waived, changed, breached, or terminated without written mutual agreement of the Parties.

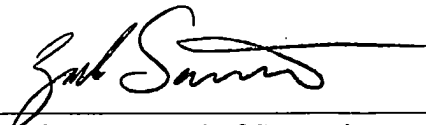
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**KERN LAW ENFORCEMENT
ASSOCIATION:**

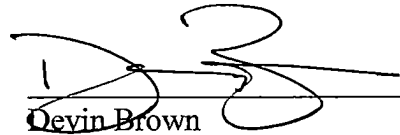
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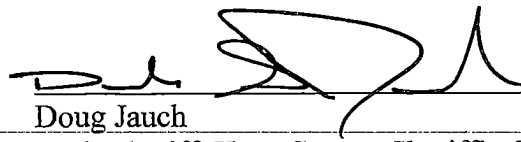
Timothy Caughron
President, KLEA



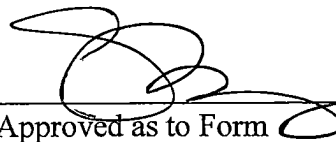
Chairman, Board of Supervisors



Devin Brown
Chief Human Resources Officer



Doug Jauch
Undersheriff, Kern County Sheriff's Office



Approved as to Form
County Counsel