



County of Sonoma

State of California

Date: January 25, 2022

Item Number: _____

Resolution Number: _____

☐ 4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, Approving A One-time Lump Sum Payment Of \$1,500 To Eligible County Employees;

Whereas, the County of Sonoma, due to the COVID-19 Pandemic, will receive \$96 million dollars from the Federal Government through the American Rescue Plan Act to address the multiple impacts of the pandemic, and

Whereas, one of the impacts was the continued work of County employees and employees of the above agencies and districts, through this challenging period and the American Recovery Program Act allows for financial recognition of public employees as essential public workers and other categories, and

Whereas, the Board of Supervisors has determined that County's employees and employees of the above agencies and districts, who are all designated disaster service workers, deserve additional financial consideration for their efforts and retention and have determined \$1,500 meets their determination; and

Whereas, the Board of Supervisors approved up to \$8,000,000 in funding to cover the cost of the financial consideration and gave direction to staff to meet and confer with the County's labor unions and associations to negotiate a one-time lump sum of \$1,500 at their December 14, 2021 meeting; and

Whereas, the County has completed the meet and confer process with the labor

organizations and all have signed Letters of Agreement, which are attached and incorporated hereto as Attachment 1, amending their respective Memorandums of Understanding so that County employees and employees of the above agencies may receive \$1,500 and eligibility for the lump sum requires regular full-time and part-time employees, and non-retiree extra-help employees have worked during the time period of March 24, 2020 through December 13, 2021, and were still employed as of December 27, 2021, and eligible non-retiree extra-help employees include those who recorded hours worked during the time period of January 1, 2021 through December 13, 2021, and were still employed as of December 27, 2021; and,

Whereas, the Board of Supervisors approves the same lump sum and eligibility requirements for unrepresented County employees under Salary Resolution 95-0926 with the exception of retiree extra-help and elected officials.

Now, Therefore, Be It Resolved that this Board of Supervisors approves the lump sum payment of \$1,500, subject to deductions for payroll taxes, applicable pension contributions, and other normal deductions, to all eligible employees, as outlined above, on February 2, 2022.

Supervisors:

Hopkins: Gorin: Rabbitt: Coursey: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

SIDE LETTER
COUNTY of SONOMA
AND
DEPUTY SHERIFF'S ASSOCIATION (DSA)

The County of Sonoma (County) and DSA (Association) have agreed to the following changes to the Memorandum of Understanding section 7.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

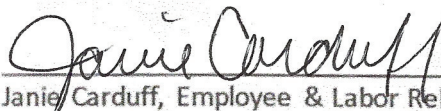
The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. DSA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

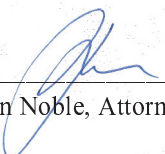
Date: 1-12-22


Cody Ebert, President, DSA

Date: 1-14-22


Janie Carduff, Employee & Labor Relations Manager

Date: 1-18-2022


John Noble, Attorney for DSA

SIDE LETTER
COUNTY of SONOMA
AND
DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT UNIT (DSLEM)

The County of Sonoma (County) and DSLEM (Association) have agreed to the following changes to the Memorandum of Understanding section 4.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

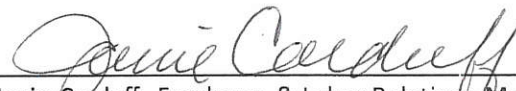
The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. DSLEM agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

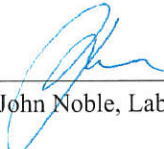
Date:

1/12/2022  #1039
Andrew Cash, Representative, DSLEM

Date:

1/18/22 
Janie Carduff, Employee & Labor Relations Manager

Date: 1/18/2022


John Noble, Labor Negotiator for DSLEM

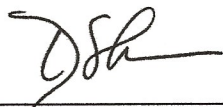
SIDE LETTER
COUNTY of SONOMA
AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)

The County of Sonoma (County) and ESC (Union) have agreed to the following changes to the Memorandum of Understanding section 5.3, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. Union agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 1/14/2022



Denise Solis, Labor Representative, ESC Local 20

Date: 1/14/2022



Janie Carduff, Employee & Labor Relations Manager

SIDE LETTER


COUNTY of SONOMA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL NO. 39 (Local 39)

The County of Sonoma (County) and Local 39 (Union) have agreed to the following changes to the Memorandum of Understanding section 7.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be paid on the February 2, 2022 paycheck and will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. Local 39 agrees that the County has fully met its obligation to meet and confer on the subjectmatter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement concerning the subject matter.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 1/18/22 
Bart Florence, Business Manager-Recording Secretary, Local 39

Date: _____ 
Charlie Solt, Director of Public Employees, Local 39

Date: 1/14/22 
Mark E. Gong, Business Representative, Local 39

Date: 1/18/22 
Janie Carduff, Employee & Labor Relations Manager

SIDE LETTER

COUNTY of SONOMA
AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEY'S ASSOCIATION (SCDPDAA)

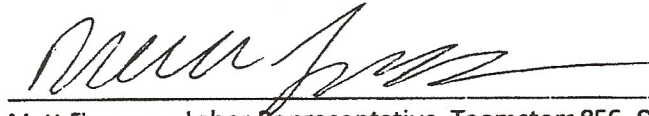
The County of Sonoma (County) and SCDPDAA (Association) have agreed to the following changes to the Memorandum of Understanding section 6.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SCDPDAA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date:

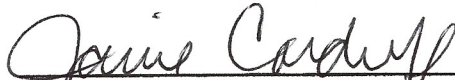
1/13/22



Matt Finnegan, Labor Representative, Teamsters 856, SCDPDAA

Date:

1/14/22



Janie Carduff, Employee & Labor Relations Manager

SIDE LETTER

COUNTY of SONOMA
AND
SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION (SCLEA)

The County of Sonoma (County) and SCLEA (Association) have agreed to the following changes to the Memorandum of Understanding section 7.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be paid on the February 2, 2022 paycheck and will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SCLEA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement concerning the subject matter.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 1/12/2022

Damian Evans

Damian Evans, President, SCLEA

Date: 1/17/2022

Janie Carduff

Janie Carduff, Employee & Labor Relations Manager

SIDE LETTER

COUNTY of SONOMA
AND
SONOMA COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (SCLEMA)

The County of Sonoma (County) and SCLEMA (Association) have agreed to the following changes to the Memorandum of Understanding section 4.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SCLEMA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 1-12-22 K. HOYER
Kris Hoyer, President, SCLEMA

Date: 1-14-22 Janie Carduff
Janie Carduff, Employee & Labor Relations Manager

Date: 1-18-2022 John Noble
John Noble, Attorney for SCLEMA

SIDE LETTER


COUNTY of SONOMA
AND
SONOMA COUNTY PROSECUTOR'S ASSOCIATION (SCPA)

The County of Sonoma (County) and SCPA (Association) have agreed to the following changes to the Memorandum of Understanding section 6.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.


The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SCPA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

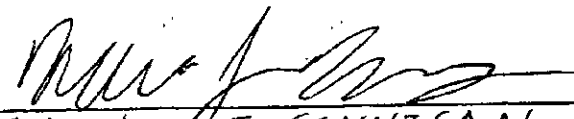
Date: 1/12/2022


Robert Maddock, President, SCPA

Date: 1/18/22


Janie Cardiff, Employee & Labor Relations Manager

1/18/22


MATTHEW J. FINNEGAN
TEAMSTERS LOCAL 856

SIDE LETTER

COUNTY of SONOMA
AND
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

The County of Sonoma (County) and SCPDIA (Association) have agreed to the following changes to the Memorandum of Understanding section 7.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SCPDIA agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 1/14/22 Matt Byrne
Matt Byrne, Chair, SCPDIA

Date: 1/14/22 Janie Carduff
Janie Carduff, Employee & Labor Relations Manager

SIDE LETTER

COUNTY of SONOMA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU)

The County of Sonoma (County) and SEIU have agreed to the following changes to the Memorandum of Understanding section 8.1, allowing a one-time, lump sum payment of ARPA funds totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee, and eligible County non-retiree extra-help employee. Eligible regular full-time and part-time employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed as of December 27, 2021. Eligible extra-help employees include those who recorded hours worked during the time period of January 1, 2021 - December 13, 2021, and were still employed as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. SEIU agrees that the County has met its obligation to meet and confer on the contents of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date:

01/14/2022

Andrea Zanetti, SEIU 1021 Area Director

Signed by Diego Santelices

on behalf of Andrea Zanetti; 01/14/22

Date:

1/14/2022

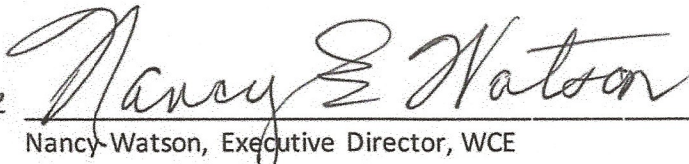
Janie Carduff, Employee & Labor Relations Manager

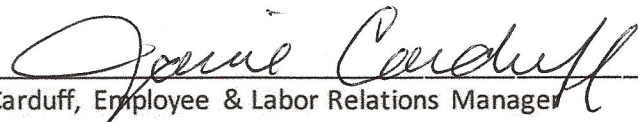
SIDE LETTER
COUNTY of SONOMA
AND
WESTERN COUNCIL OF ENGINEERS (WCE)

The County of Sonoma (County) and WCE (Union) have agreed to the following changes to the Memorandum of Understanding section 11.1, allowing a one-time, lump sum payment of ARPA funds, totaling one thousand five hundred dollars (\$1,500) to each regular full-time and part-time eligible County employee. Eligible employees include those who recorded hours worked during the time period of March 24, 2020 - December 13, 2021, and were still employed with the County as of December 27, 2021.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after January 12, 2022.

1. WCE agrees that the County has fully met its obligation to meet and confer on the subject matter of this Letter of Agreement.
2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: Jan. 13 2022 
Nancy Watson, Executive Director, WCE

Date: 1-14-2022 
Janie Carduff, Employee & Labor Relations Manager