

**Side Letter Agreement  
Between the County of Kern  
and  
Kern Law Enforcement Association**

**Kern County**  
Agt. # 582-2022

This Side Letter Agreement 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, includes the following mutually agreed to changes in terms and conditions of employment:

1. The County and the Kern County Sheriff's Office have an interest in providing a financial incentive for sworn law enforcement personnel to live within the outlying communities to which they are assigned to reduce and deter crime in those areas and have staff readily available to respond more quickly to emergent calls for service.
2. The Parties have met and conferred on a housing allowance designed to assist financially with the monthly expenses of living in the response areas of the Kern Valley, Mojave, Boron, Ridgecrest, Rosamond, and Frazier Park substations.
3. The Parties agree to a Housing Allowance in the amount of \$2,000 per month (prorated and paid biweekly) subject to the following terms and conditions:

a. Eligibility Requirements:

- i. Employee must be employed as a sworn Sheriff's Sergeant, Senior Deputy Sheriff, or Deputy Sheriff with the Kern County Sheriff's Office.
- ii. Employee must enter into a written one-year or longer apartment or house lease or must have documented proof of the purchase of a principal residence or domicile within the unincorporated sections of the response areas of the designated substations, including the incorporated City of Ridgecrest.
- iii. Employee must live within a qualifying substation response area and be assigned to that same qualifying substation or be assigned as the night area Sergeant for a qualifying substation response area.
- iv. Employee must maintain standard or above job performance.
- v. Employee must be willing and eligible to participate in the Personal Patrol Vehicle program administered according to Kern County Sheriff's Office policy.

b. Terms of Payment:

- i. The allowance is payable to only one individual employee per residence.
- ii. The allowance is for monthly housing expenses for the eligible primary residence or domicile in subsection 3(a)(ii) and is paid bi-weekly through County payroll.
- iii. The allowance is not considered a wage payment but is taxable income subject to applicable federal and state income taxes.

c. Termination of Allowance:

- i. The allowance shall be terminated immediately upon any of the following:
  1. Separation from the Kern County Sheriff's Office or initiation of terminal leave pending retirement.
  2. Failure to meet the eligibility requirements in Section 3 (a).
    - a. Employee may be reinstated if job performance returns to standard or above.
- d. Additional Terms:
  - i. Eligible employees must complete the Housing Allowance Authorization Form and submit it with copies of the lease or home purchase agreement (or other adequate documentation), attesting that they meet the eligibility terms of this Side Letter Agreement
  - ii. The Housing Allowance Authorization Form shall be routed through the chain of command to the Law Enforcement Bureau Chief Deputy for approval.
  - iii. Upon approval, the authorization form must be submitted to Sheriff's Office Human Resources and Financial Services.
  - iv. Employee must notify Sheriff's Office Human Resources immediately when the lease ends or the residence is sold, when moving outside the designated substation area in which they reside and/or work in, and if they move from a previously approved location.
  - v. If employee moves from an approved location to another qualifying location the employee must submit a new Housing Allowance Authorization form and provide proof of documentation.
  - vi. The Parties intend that the current practice of not displacing less-senior employees from substation assignments will continue in order to protect program participants from being displaced.
4. The terms of this Side Letter Agreement shall take effect October 22, 2022.
5. Except as specifically provided herein, all provisions, terms, and conditions in the current or successor MOU 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.
6. No provision, term, or condition of this Agreement shall be modified, waived, changed, or terminated without written mutual agreement of the Parties.

**The remainder of this page is intentionally left blank.**

**KERN LAW ENFORCEMENT  
ASSOCIATION:**



---

Timothy Caughron  
President, KLEA

**COUNTY OF KERN:**



---

Chairman, Board of Supervisors

OCT 11 2022



---

Devin Brown  
Chief Human Resources Officer



---

Approved as to Form  
County Counsel