

**LETTER OF AGREEMENT**  
**Between**  
**THE COUNTY OF SUTTER**  
**And**  
**SUTTER COUNTY EMPLOYEES' ASSOCIATION, LOCAL 1**

This Letter of Agreement is made and entered into between the Sutter County Employees' Association, Local 1 (Association) and the designated representatives of the County of Sutter (County) pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.).

**Background**

In November 2009 the Association and the County reached agreement regarding various amendments to the current Memorandum of Understanding (MOU) between the parties. Among other things, these amendments extended the MOU from December 17, 2010 to December 30, 2011 and delayed the effective date of the pending salary increase from December 19, 2009 to December 18, 2010.

Since reaching the above-described agreement, the County's financial situation has continued to deteriorate. Therefore the Association and the County agree as follows:

**Agreement**

The Association and the County will immediately begin negotiations regarding possible modifications to and/or replacement of the current MOU with the goal of completing negotiations by February 1, 2011, subject to the below listed limitations and conditions.

The County will delay implementation of the December 18, 2010 salary increase pending the conclusion of these negotiations. Absent mutual agreement to the contrary, the delay of the December 18 salary increase shall be temporary. If the product of these negotiations does not provide for the mutually acceptable treatment of the December 18 salary increase then, upon conclusion of negotiations, the increase shall be granted retroactive to December 18, 2010.

Following January 14, 2011, either party may terminate these negotiations by providing five (5) days advanced written notice to the other. Unless mutually agreed otherwise, the County will retroactively implement the December 18, 2010 wage increase as soon as administratively possible but no later than two full pay periods following receipt of the written notice.

Any modification of the existing MOU will be by mutual agreement only. Absent mutual agreement of the parties, the existing MOU will not be modified in any manner.

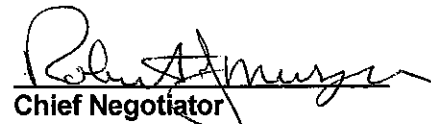
The signatures below indicate a mutual agreement to and acceptance of the above-described Agreement.

**For The**  
**Sutter County Employees' Association**

  
\_\_\_\_\_  
Chief Negotiator

Date: 11/16/10

**For The**  
**County of Sutter**

  
\_\_\_\_\_  
Chief Negotiator

Date: 11-16-10