



County of Sonoma's Measure P

Oct. 7, 2022

Frequently Asked Questions, Part II

This second FAQ is offered by the County of Sonoma in further response to community questions/concerns regarding the County's agreements with its labor organizations over the implementation of Measure P and in order to convey updates on events since the first FAQ published on July 22.

Q: How will IOLERO's Community Advisory Council be part of the implementation of Measure P moving forward?

A. IOLERO will update the CAC periodically on the implementation of these agreements and will receive feedback from the CAC on how the implementation is proceeding. Going forward, IOLERO intends to collaborate with the CAC over any proposed updates and/or revisions to the negotiated agreements in advance of meeting and conferring with the labor organizations, should that occur in the future.

Q: How will IOLERO's whistleblower authority under Measure P be implemented?

A: Because the negotiated agreements confirm that IOLERO acts as a receiving and investigative agency for whistleblower complaints involving the Sonoma County Sheriff's Office, IOLERO will both receive whistleblower complaints and also investigate those complaints directly. Under these agreements, IOLERO retains the ability to independently investigate such complaints before notifying any other agency, if any, about the results of the investigation.

Once a whistleblower complaint about the Sheriff's Office is received, IOLERO staff will investigate the matter and, if misconduct is found, notify

the appropriate agencies in Sonoma County government who can take action to fix the problems identified. If IOLERO receives complaints about other County Departments or complaints that should go to other existing whistleblower programs or offices that handle such complaints, IOLERO will refer them to the correct program. For example, if a whistleblower makes a complaint about racial discrimination in the workplace committed against Sheriff's Office employees, then IOLERO would refer the matter to the County of Sonoma's existing Equal Employment Opportunity Office and investigative team, which specializes in such cases.

IOLERO will issue a public notice shortly to all County employees advising of their ability under IOLERO's whistleblower procedures to file whistleblower complaints involving the Sheriff-Coroner, where to file those complaints, and how they will be handled. That will include the ability to submit complaints anonymously, and protections for whistleblowers.

Q: What's next for the litigation before PERB?

A: The Court of Appeal agreed with the County that PERB committed legal errors in its analysis of Measure P. The Court also agreed with the County that PERB exceeded its authority by invalidating Measure P's provisions. However, the Court agreed with PERB and the labor organizations that the County has a duty to negotiate over Measure P's impact on working conditions and ordered the matter back to PERB for further proceedings to identify those impacts. The matter is now before PERB for that purpose.

The parties will file written arguments with PERB on Dec. 2, 2022, addressing the issues on remand, after which PERB will again rule on the validity of certain Measure P amendments. However, because the County and the labor associations reached agreement on the implementation of those amendments, PERB's eventual decision will have no impact on the enforcement of Measure P. In effect, the negotiated agreements have neutralized PERB's authority to hold up the enforcement of Measure P. This was one of the reasons to negotiate the Letters of Agreement earlier this year and is one of the advantages of having them in place now.

Q: Why did the County enter into these negotiated agreements before the Court of Appeal's decision had been reached?

A: First, negotiating agreements like these take many months. When those negotiations started, no one knew when or how the Court of Appeal would rule in its decision. Moreover, all parties knew that the Court of Appeal's decision would likely be only one of many steps in litigation, not the final step. Reaching these agreements guaranteed that IOLERO could begin to move forward on Measure P without delay, in at least some capacity, while litigation was underway.

Second, as noted above, without these agreements, many parts of Measure P remain subject to again being invalidated by PERB, holding IOLERO back from implementing many of its new powers. Because of these agreements, IOLERO can now move forward on those powers despite the Court of Appeal's remand to PERB. In this regard, reaching these agreements has served the County well on moving IOLERO forward quickly, rather than waiting for further litigation to resolve.