

Exhibit 3

COUNTY OF VENTURA

SECTION 115 TRUST AGREEMENT

COUNTY OF VENTURA SECTION 115 TRUST AGREEMENT

This Section 115 Trust Agreement ("Trust Agreement") is made this _____ day of _____, 2023, by and between County of Ventura ("County") and Principal Bank ("Trustee").

PREAMBLE

WHEREAS, the County has adopted a health and welfare benefit plan known as the County of Ventura Retiree Medical Expense Reimbursement Plan ("Plan"), effective _____; and

WHEREAS, the County desires to fund the County's obligations under the Plan by means of a governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended ("Code"); and

WHEREAS, the funds which will be contributed to the Trust, as and when received by the Trustee, will constitute the trust fund (the "Trust Fund") to be used solely to fund the County's obligations under the Plan and for the payment of reasonable administrative fees and expenses of the Trust; and

WHEREAS, the County intends that the Trust hereby established shall be a governmental trust created under the law of the state of California and that all Trust income shall be excluded from the County's assets and shall not be subject to federal income tax under Code Section 115; and

WHEREAS, the County desires the Trustee to hold and administer the Trust, and the Trustee is willing to hold and administer such Trust, pursuant to the terms of this Trust Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the County and the Trustee do hereby agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Trust Agreement, the following words shall have the meanings respectively ascribed to them by this Article:

1.1 Administrator. "Administrator" shall mean the person(s), individual(s), or committee appointed by the Chief Executive Officer. The Administrator shall be responsible for the administration of the Trust, including the delegation of various Trust responsibilities and duties. However, the County Board of Supervisors reserves the right to appoint any person or entity, to administer the Trust on behalf of the County.

1.2 Board. "Board" shall mean the County of Ventura Board of Supervisors.

1.3 Code. "Code" shall mean the Internal Revenue Code of 1986, as may be amended from time to time.

1.4 Committee. "Committee" shall refer to the committee established by the County Board of Supervisors to oversee the administration of the Trust as set forth in Article 5.

1.5 County. "County" shall mean the County of Ventura, or any affiliate or successor thereof that subsequently adopts this Trust Agreement.

1.6 Effective Date. “Effective Date” shall mean ____, 2023.

1.7 Investment Manager. “Investment Manager” shall mean the person or persons, other than the Trustee, appointed pursuant to Section 5.3 hereof to manage all or a portion of the assets in the Trust Fund.

1.8 Participant. “Participant” shall mean any individual eligible to receive benefits under the Plan.

1.9 Plan. “Plan” shall mean the County of Ventura Retiree Medical Expense Reimbursement Plan.

1.10 Trust. “Trust” shall mean the trust known as the County of Ventura Section 115 Trust established hereunder to which contributions will be made to for the benefit of Participants under and in accordance with the Plan.

1.11 Trustee. “Trustee” shall mean Principal Bank, or any successor trustee appointed by the County as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article 3.

ARTICLE 2 TRUST

2.1 Purpose. The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under California law. This Trust Agreement shall be construed, and the Trust shall be administered, in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the County’s obligations under the Plan. The County hereby acknowledges that the Trust is a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder.

2.2 No Diversion of Assets. The Trust assets shall be held in trust for the exclusive purpose of funding the County’s obligations under the Plan and defraying the reasonable expenses associated with the same. The Trust assets shall not be used for or diverted to any other purpose.

2.3 Type and Nature of Trust. Neither the full faith and credit nor the taxing power of the County is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of assets for the purpose of paying the County’s obligations under the Plan. Such obligations are neither general nor special obligations of the County, but are payable solely from the assets held in the Trust. No employee or beneficiary may compel the exercise of the taxing power by the County.

Distribution of assets from the Trust are not debts of the County within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of the County’s property, or upon any of its income, receipts or revenues, except amounts in the Trust which are set aside for distributions. Neither members of the Board nor its officers, employees, agents or volunteers are liable hereunder.

ARTICLE 3 ADMINISTRATIVE MATTERS

3.1 Members of Committee. The County Board of Supervisors shall appoint a committee to serve as the Plan Administrator. The Committee will consist of each of the following County officials, or his or her designee: (i) County Executive Officer, (ii) Director of Human Resources, (iii) Auditor Controller, (iv) County Counsel, and (v) Treasurer-Tax Collector.

The County Executive Officer, or his or her designee, shall serve as the chair of the Committee. The Treasurer-Tax Collector, or his or her designee, shall serve as the vice-chair of the Committee. No member of the Committee shall receive additional compensation for his or her service on the Committee.

3.2 Operation of the Committee. A majority of the Committee members constitutes a quorum for the transaction of business. All resolutions or other action taken by the Committee will be by majority vote of its members present at any meeting or, without a meeting, by instrument in writing signed by all its members.

The chair of the Committee will appoint a secretary who may, but need not, be a member of the Committee. The Committee may delegate any of its powers or duties among its members or to others as it determines. It may authorize one or more of its members to execute or deliver any instrument or to make any payment on its behalf. The Committee may employ such counsel, agents, and clerical, accounting, and actuarial services as it may require in carrying out the provisions of this Agreement or the Administration of the Trust. To the extent permitted by law, it is entitled to rely on all tables, valuations, certificates, opinions, or other reports furnished by such advisors.

3.3 Powers and Duties of the Committee. The Committee has all powers necessary to administer the Trust except to the extent any such powers are vested in any other fiduciary in this agreement, by the County or by the Committee. The Committee may from time to time establish rules for Trust administration, and it has the exclusive right to interpret the Trust and to decide any matters arising in connection with Trust administration and operation. All its rules, interpretations, and decisions will be applied uniformly to all beneficiaries of the Trust similarly situated and will be conclusive and binding on the County and such beneficiaries to the extent permitted by law. Each Committee member will discharge his or her duties with respect to the Trust solely in the interest of Participants.

3.4 Indemnification of Committee. To the extent permitted by applicable state law, the County shall indemnify and hold harmless the Committee, each member thereof, and any delegate of the Committee who is an employee of the County against any and all expenses, liabilities, and claims, including legal fees, to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Trust, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the County or provided by the County under any by-law, agreement or otherwise, as such indemnities are permitted under state law. Payments with respect to any indemnity and payment of any expenses and fees under this Section 3.4 shall be made only from assets of the County and shall not be made directly or indirectly from any Trust assets.

3.5 Appointment of Trustee. The County, through action of the Board, hereby appoints Trustee to serve as trustee of the Trust. The Trustee accepts appointment as trustee of the Trust by executing this Trust Agreement. If the Trustee is removed or resigns pursuant to Section 3.2, the County shall appoint a bank, trust company, retirement board, insurer, committee, or such other entity as permitted by law, to serve as a successor trustee of the Trust.

3.6 Resignation or Removal of Trustee. The Trustee may resign at any time by giving 30 days' notice in writing to the County. The County, by action of the Board, may also remove the Trustee at any

time. Within 60 days after the resignation or removal of the Trustee, the Trustee shall furnish to the Board a written statement of account with respect to the portion of the year for which the Trustee served.

3.7 Successor Trustee. Upon the resignation or removal of the Trustee, the County shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum of money, as agreed to in writing by the County, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

3.8 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the County may in writing waive any notice of resignation or removal as may be provided hereunder.

3.9 Certification to Trustee. The Board, or other officer designated by the Board, shall certify in writing to the Trustee the names and specimen signatures of the Administrator and all others authorized to act on behalf of the County whose names and specimen signatures shall be kept accurate by the County acting through a duly authorized officer or the Board.

3.10 Instructions to Trustee. Instructions to the Trustee from the County or Administrator must be in writing and must be signed by an authorized official. In addition, instructions may be provided through an encrypted proprietary system. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the County or Administrator appropriately communicated. The Trustee may not act without express written direction from the County or Administrator, except as permitted under this Trust Agreement.

The Trustee shall have the power and duty to comply with all proper direction of the Board or Administrator. In the case of any direction deemed by the Trustee to be unclear or ambiguous, the Trustee may seek written instructions from the County or Administrator on such matter and await their written instructions without incurring any liability. If at any time the County or Administrator should fail to give direction to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust which may include not taking any action. The Trustee may request directions, or clarification of directions, received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee reasonably considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

ARTICLE 4 CONTRIBUTIONS AND DISTRIBUTIONS

4.1 Contributions. Contributions to the Trust shall be made solely by the County and shall be irrevocable except as provided hereunder. The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustee are in compliance with the Plan or applicable law, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the County, nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the County's obligations under the Plan. The Trustee shall be responsible only for

cash or other property received by it pursuant to this Trust Agreement.

4.2 Tax Treatment. The County intends that contributions, and any income and earnings therefrom, to the Trust shall not be included in the taxable income of Participants as the Trust consists of funds set aside to prefund the County's obligations under the Plan and Participants have no legal interest in specific Trust assets or contributions.

4.3 Distributions. The Trustee, shall from time to time, upon the written direction of the County or Administrator, make distributions from the Trust directly to: (i) to Participants as reimbursements in accordance with the Plan; (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the County's obligations under the Plan, or (iii) the County as reimbursement for the County's payment of amounts described in this Section 4.3. In no event shall the Trustee have any responsibility respecting the application of distributions from the Trust, or for determining or inquiring into whether such distributions are in accordance with any of the Plan, County policies or applicable collective bargaining agreements. Such written directions may be provided via electronic methods.

ARTICLE 5 INVESTMENTS

5.1 General. Except for accounts subject to the direction of an Investment Manager pursuant to Section 5.3 or the County pursuant to Section 5.4, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, and in compliance with any investment policy adopted by the County and provided to the Trustee, and applicable law; provided, however, that investments shall be so diversified as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so in the sole judgment of the Trustee provided such judgment is consistent with the investment policy. The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in such circumstances. The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Trust Agreement. The Trustee shall have no authority or duty to determine or enforce payment of any contribution to the Trust or to determine the existence, nature or extent of any individual's rights in the Trust or question any determination made by the County regarding the same.

5.2 Establishment of Funding and Investment Policies. The County shall establish funding and investment policies consistent with the purposes of this Trust and the requirements of applicable law, as may be appropriate from time to time. The County shall provide the Trustee with information concerning projected future funding requirements so that the Trustee may invest the assets of the Trust in such a manner so as to provide sufficient cash assets in an amount determined by the County to be necessary to meet the liquidity requirements for the funding of its obligations under the Plan. All investments of Trust assets made by the Trustee shall be in accordance with such funding and investment policies and the terms of this Trust Agreement. The Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding and investment policies, and any changes thereof as the County may adopt from time to time and communicate to the Trustee in writing.

5.3 Investment Manager.

(a) Appointment and Qualifications. The Committee shall have the power to appoint, and may from time to time appoint, one or more Investment Managers to direct the Trustee in the investment of, or to assume complete investment responsibility over, all or any portion of the Trust assets. An

Investment Manager may be any person or firm (a) which is either (1) registered as an investment adviser under the Investment Advisers Act of 1940, (2) a bank, or (3) an insurance company which is qualified to perform the services of an Investment Manager under the laws of more than one state; and (b) which acknowledges in writing that it is a fiduciary with respect to the Trust. The conditions prescribed in the preceding sentence shall apply to the issuer of any group annuity contract hereunder only if, and to the extent that, such issuer would otherwise be considered a fiduciary with respect to the Trust, within the meaning of applicable law.

(b) Investment Objective. The Committee, with the advice of the Investment Manager(s), shall determine the general investment characteristics and objectives of the Trust. The Investment Manager or the Committee, as the case may be, shall have complete investment discretion over all of the Trust assets or to the portion to which it has been assigned investment discretion, subject only to the general investment characteristics and objectives established for the Trust as set forth in an investment policy adopted by the Board.

(c) Removal, Resignation and Successor. The Committee may remove any such Investment Manager and shall have the power to appoint a successor or successors from time to time in succession to any Investment Manager who shall be removed, resign or otherwise cease to serve hereunder.

(d) Fees and Expenses. The fees and expenses of any Investment Manager as agreed upon from time to time between the Investment Manager and Committee, shall be charged to and paid from the Trust as directed by the Committee, except to the extent that the County, in its discretion, may pay such fees and expenses directly to the Investment Manager.

(e) Notice to the Trustee. The Committee shall give the Trustee written notice a reasonable time in advance of the identity of each Investment Manager, the effective date of the appointment, and of any new or terminating Investment Managers or modifications of their authority. Such notice shall state which portion of the Trust Fund is to be invested by the Investment Manager ("Investment Account") and shall direct the Trustee to segregate such portion of the Trust Fund into the Investment Account. The Trustee shall not act on any direction or instruction of the Investment Manager until the Trustee has been furnished with an acknowledgment in writing by the Investment Manager that it is a fiduciary with respect to the Plan. There shall be a written agreement between the Committee and each Investment Manager. The Committee shall provide the Trustee with evidence of the appointment of the Investment Manager. Among other matters, each agreement with an Investment Manager shall provide that: (i) all directions given by an Investment Manager shall be in writing, signed by an officer or partner of the Investment Manager or by such other person as may be designated in writing, by the Investment Manager. Directions given electronically shall be deemed to be "in writing"; (ii) all settlement of purchases and sales shall be in the city where the Trustee is located, or such other place as the Trustee may direct. The Trustee is to retain title to all assets included in an Investment Account, as well as physical custody of such assets unless otherwise agreed to in writing; and (iii) the Committee, by written notice to the Investment Manager and Trustee, may modify or terminate the authority of the Investment Manager. If the authority of an Investment Manager is terminated and a successor Investment Manager is not appointed, the Trustee shall assume investment discretion and responsibility over the assets held in an Investment Account. Until receipt of written notice of the termination of the authority of an Investment Manager, the Trustee shall be fully protected in assuming the continuing authority of such Investment Manager.

(f) Payments. Payment of the cost of the acquisition, sale, or exchange of any security or other property for an Investment Account shall be charged to that Investment Account unless directed otherwise. Notwithstanding the forgoing, all charges (notwithstanding payment of the acquisition, sale, or exchange of any security or other property for an Investment Account) against each Investment Account shall be made in such proportions as the Committee may direct from time to time. So long as the

appointment of an Investment Manager is in effect, the Investment Manager shall have full power, discretion, and authority to direct the Trustee as to, and full responsibility for, investment of its Investment Account and for the retention and disposition of any assets at any time included in its Investment Account. Any direction by an Investment Manager shall be complete as to the terms with respect thereto, and the Trustee shall have no obligation whatsoever to invest or otherwise manage any asset of an Investment Account.

(g) Cash Requirements. The Committee shall regularly notify each designated Investment Manager of the anticipated cash requirements for disbursements from the Investment Account(s) under its direction, and the Investment Manager shall direct the Trustee to hold cash funds uninvested in such amounts and for such periods of time as may appear to be reasonably necessary to meet such cash requirements.

5.4 Directed Investments. When the Trustee does not have investment discretion over certain assets of the Trust, the Trustee shall be subject to the properly given directions of the County with respect to the management, control and investment of such assets of the Trust. The County shall give the Trustee written notice a reasonable time in advance of which portion of the Trust Fund is to be invested by the County ("County Account") and shall direct the Trustee to segregate such portion of the Trust into the County Account. The Trustee shall not make any investment or dispose of any investments in the County Account except upon the express verbal or written direction of the County. The Trustee shall be under no duty to question any investment direction of the County, to review or monitor any securities or property held in the County Account, or to give advice to the County with respect to the investment, retention or disposition of any assets in the County Account. The Trustee in acting pursuant to and in reliance on such directions shall be fully and completely indemnified and held harmless by the County from any liability, loss or expense (including, but not by way of limitation, legal or other professional fees) arising out of its actions so directed notwithstanding that such directions, and the Trustee's conduct pursuant thereto, may constitute a breach of fiduciary obligations.

ARTICLE 6 POWERS AND DUTIES OF TRUSTEE

6.1 Powers. The Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities, to be exercised in the Trustee's sole discretion, or as directed by an Investment Manager with respect to an Investment Account or by the County with respect to the County Account:

(a) invest and reinvest the Trust's assets in bonds, mortgages, debentures, preferred or common stock, mutual funds, a common trust fund maintained by a fiduciary which is a bank or an insurance company, or any other form of real or personal property having a ready market value, or deposit the assets in an interest bearing account in a banking or savings institution, including the Trustee's own banking department, if applicable;

(b) sell, exchange, convey, transfer or dispose of any property, real or personal, at any time held in the Trust;

(c) vote in person or by general or limited proxy with respect to any bonds, stocks or other securities held by the Trustee for the benefit of the Trust; exercise any options applicable to any bonds, stocks or other securities for the conversion thereof into other securities; exercise any rights to subscribe for additional bonds, stocks or other securities, and to make any and all necessary payments therefor; join in or dissent from or oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which the Trustee may be interested as Trustee, upon such terms and

conditions as it may deem prudent;

(d) accept any securities or other property received by the Trustee under the provisions of this Trust Agreement;

(e) make, execute, acknowledge and deliver any and all appropriate deeds, leases, assignments and other instruments;

(f) cause any investments to be registered in or transferred into its name as Trustee, or the name of the Trustee's nominee or nominees, or retain the investment in unregistered form or in a form permitting transfer by delivery only; provided, however, the books and records of the Trustee shall at all times show that all investments are part of the Trust assets;

(g) require indemnity from the County to the Trustee's satisfaction before taking any action with respect to which the Trustee may have reasonable ground for requesting such indemnification;

(h) Notwithstanding any contrary provision in the Plan or Trust, the Trustee may, unless restricted in writing by the investment guidelines/funding policy, transfer assets of the Trust Fund to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under qualified plans deemed permissible pursuant to Revenue Ruling 81-100, as clarified and modified by Revenue Ruling 2004-67, and modified by Revenue Ruling 2011-1, and which has met the requirements of the foregoing rulings ("Collective Investment Funds"). The County acknowledges and understands that upon the transfer of the assets of the Trust Fund to Collective Investment Funds, the Trust Fund's participation in said Collective Investment Funds will at all times be subject to the Declaration of Trust Establishing the Investment Funds for Employee Benefit Trusts ("Declaration of Trust") as amended from time to time unless the Plan's assets are earlier withdrawn from participation in the Collective Investment Funds. The Declaration of Trust, as may be amended from time to time, is hereby incorporated and made a part of the Trust as if fully set forth herein. In the event of any inconsistency between this Trust and the Declaration of Trust with respect to the Trust Fund's investment in the Collective Investment Funds, the Declaration of Trust shall control. The assets of the Trust may be invested in Collective Investment Funds which are maintained by a bank or trust company supervised by a state or federal agency. The assets invested in the Collective Investment Funds shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time, including, but not limited to, the Declaration of Trust.

(i) perform all acts, whether or not expressly described or referred to above, which the Trustee may deem necessary, proper and desirable for the protection or enhancement of the Trust assets, and to carry out the purposes of this Trust.

6.2 Fees and Expenses. The Trustee shall be paid a reasonable compensation for services under this Trust Agreement, as may be agreed upon from time to time by the County and the Trustee. In performing duties under this Trust Agreement, the Trustee may employ counsel, accountants, investment advisors, custodians, recordkeepers and such other agents as the Trustee deems advisable. All compensation and expenses earned or incurred by the Trustee in the performance of duties under this Trust Agreement shall be charged against and paid out of the Trust assets, to the extent such expenses are not paid directly by the County, unless the payment would contravene applicable law. To the extent not prohibited by applicable law, the County hereby agrees that the Trustee shall have a continuing lien and security interest upon the Trust Fund if Trustee or any of its affiliates or agents: (a) advances financial assets to the County for any purpose; or (b) incurs expenses, charges, taxes, assessments, claims, liabilities or other indebtedness in connection with the performance of this Trust Agreement.

6.3 Trustee's Duties in General. The Trustee shall discharge its duties under this Trust Agreement for the exclusive purpose of funding the County's obligations under the Plan and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Trust Agreement; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Trust Agreement.

6.4 Consultation. The Trustee may consult with legal counsel and the Trustee shall not be deemed imprudent by reason of its taking or refraining from taking any action in accordance with the opinion of legal counsel.

6.5 Indemnification by the County. The County agrees, to the extent permitted by law, to indemnify and hold harmless the Trustee against any and all claims, losses, damages, or liabilities brought by a third party against the Trustee arising out the Trustee's performance of the Trustee's power and duties hereunder, unless the same are determined to be due to the negligence or willful misconduct of the Trustee.

6.6 Indemnification by the Trustee. The County shall be reimbursed, indemnified, and held harmless by the Trustee for all claims, losses, damages, or liabilities incurred by or imposed against the County sustained as a direct result of the Trustee's gross negligence, fraud, or willful misconduct in the performance of its duties under this Trust Agreement.

The foregoing rights to indemnification are conditioned upon the indemnifying party's receipt of reasonable notice of any claim and an opportunity to correct any alleged mistake, defend against any claim, and meaningfully participate in any settlement proceedings.

Notwithstanding anything herein to the contrary, "negligence" for purposes of this indemnification provision shall not include the Trustee's failure to consider the prudence or imprudence of any direction from the County or any authorized representative of the County.

6.7 Accounts and Records. The Trustee shall keep accurate and detailed accounts and records of all investments, receipts, disbursements and other transactions. For purposes of accounting and administration, the records of the Trust shall be maintained on a cash basis method. The County shall have the right to review and inspect all such accounts and other records relating thereto at all reasonable times, provided however, the County shall not have access to the Trustee's systems during the course of the inspection. The Trustee shall furnish to the County a written statement of account within 60 days after the end of the Trust's year end setting forth all receipts and disbursements.

6.8 Statements. Periodically as specified, and within sixty (60) days after June 30, Trustee shall render to the County as directed, a written account showing, in reasonable summary, the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period. The County may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to County. Upon approval the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

6.9 Limitation on Trustee's Liability. The Trustee shall not be responsible for the adequacy of

contributions to the Trust Fund to meet or discharge any County obligations under the Plan. The Trustee shall have no duty to withhold or report to the Internal Revenue Service on any payments made by the Trustee hereunder. To the extent that the Trust is required to file a federal income tax return, the County shall prepare, or cause the preparation of, such return and provide it to the Trustee for its signature. The Trustee shall be entitled conclusively to rely upon any notice, instruction, direction or other communication of the County and the Board.

ARTICLE 7 CORRECTION OF ERRORS

7.1 Mistake. Any mistake in any payment or in any direction, certificate, notice or other document furnished or issued by the County or by the Trustee in connection herewith may be corrected when the mistake becomes known, and the County may direct any adjustment or action which it deems practicable under the circumstances to remedy the mistake.

7.2 Refund of Contribution. No contribution made to the Trust may be refunded to the County unless a contribution was made because of a mistake of fact. Any refund must be made within one (1) year from the date the contribution was made.

ARTICLE 8 AMENDMENT AND TERMINATION OF AGREEMENT

8.1 Amendment. Either party may amend any or all of the provisions of this Trust Agreement at any time and from time to time, in whole or in part, by an instrument in writing signed by both parties. No such amendment shall authorize or permit any part of the Trust Fund to revert to or be used by the County prior to the payment of all obligations of the County under the Plan.

8.2 Termination. The County may terminate this Agreement at any time and upon such termination, assets in the Trust Fund shall be used solely to fund the County's obligations under the Plans, and to satisfy any other debts or liabilities of the Trust. Any assets remaining in the Trust Fund after meeting the obligations of the Plan and satisfying any other liabilities of the Trust shall revert solely to the County to the extent permitted by law and consistent with the requirements of Code Section 115.

ARTICLE 9 GENERAL

9.1 Fiscal Year. The fiscal year of the Trust shall be July 1st through June 30th.

9.2 Source of Funds. This Trust shall consist solely of funds contributed by the County.

9.3 Limited Effect of Plan and Trust. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any Plan obligations, shall be construed as giving to any person any legal or equitable right against the Trustee, the County, or any officer or employee thereof, except as may otherwise be provided in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by this Trust.

9.4 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of California. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

9.5 No Alienation or Anticipation of Trust Assets. Except as otherwise specifically permitted

by law, no payment or reimbursement from the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, except as expressly required by applicable law. Any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy shall be void.

9.6 Saving Clause. In the event any provision of this Trust Agreement, is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

9.7 No Right to Trust Assets. Nothing contained in the Trust shall constitute a guarantee that the liquid assets of the Trust will be sufficient to pay any benefit to any person or make any other payment. No employee, former employee, or retiree shall have any right to, or interest in, any Trust assets upon termination of employment or otherwise.

9.8 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.9 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.10 Counterparts. This Trust Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic means mutually acceptable to the parties hereto, and each of which will be deemed to be an original of this Trust Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

9.11 Special Damages. Notwithstanding anything to the contrary in this Trust Agreement, in no event shall the Trustee or the County be liable for any indirect, consequential, special, incidental, or punitive damages of any kind whatsoever (including, without limitation, lost profits) with respect to the services provided pursuant to this Trust Agreement, regardless of whether Trustee or the County has been advised of the possibility of such damages.

9.12 Failure to Perform. Notwithstanding anything to the contrary in this Trust Agreement, except as required by applicable law, the Trustee shall not be responsible or liable for its failure to perform under this Trust Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents, affiliates, or sub-custodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, eminent domain or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities, telecommunications systems, or computer systems; or any order or regulation of any banking or securities industry, including changes in market rules and market conditions affecting the execution or settlement of transactions; or poor or incomplete data provided by the County; or acts of war, terrorism, insurrection or revolution; pandemic; or acts of God; or any similar event, or any other unusual circumstances not reasonably within the control of Trustee.

9.13 Written Direction. If a provision of this Trust Agreement requires that a communication or document be provided to the Trustee in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if the Trustee reasonably believes such communication or document has been

signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the County. If this Trust Agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. The Trustee will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall the Trustee incur any liability in executing instructions from any person or entity authorized to act on behalf of the County prior to receipt by it of notice of the revocation of the written authority of such person or entity.

IN WITNESS WHEREOF, the County and the Trustee have executed this document on the day and year first above written.

COUNTY OF VENTURA

By: _____
[Name]

Title: _____

Date: _____

PRINCIPAL BANK

By: _____
[Name]

Title: _____

Date: _____