

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COUNTY OF VENTURA  
AND THE VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
FOR HUMAN RESOURCES SERVICES**

This agreement (AGREEMENT) is made by and between the County of Ventura (COUNTY), and VCERA and is to be effective upon adoption by both the Ventura County Board of Supervisors and the VCERA Board of Retirement.

WHEREAS, On January 25, 2016, the Ventura County Employees' Retirement Association (VCERA) adopted by resolution Government Code Section 31522.10, thereby allowing VCERA to appoint certain employees as employees of VCERA.

WHEREAS, pursuant to California Government Code section 31522.10, the Board of Retirement of VCERA may appoint certain personnel designated therein as employees of VCERA subject to the terms and conditions of employment established by the Board of Retirement; and

WHEREAS, the Board of Retirement is the governing body as to its personnel appointed pursuant to Government Code section 31522.10 and the Board of Supervisors is the governing body for all other employees of the COUNTY assigned to work at VCERA; and

WHEREAS, VCERA and the COUNTY desire to ensure that COUNTY employees assigned to work at VCERA are managed in accordance with the Ventura County Personnel Rules and Regulations (PR&Rs), the County of Ventura's Management, Confidential Clerical and Other Unrepresented Employees Resolution (Management Resolution) the County's Administrative Manual (Admin Manual), and the COUNTY's workforce philosophy, policies and procedures; and

WHEREAS, VCERA and the COUNTY also desire to permit VCERA to contract with the COUNTY as set forth herein to provide VCERA with certain employment-related services, including payroll and benefit administration, for VCERA employees appointed under Government Code section 31522.10 ("VCERA employees").

NOW, therefore, the parties hereto agree as follows:

1. PURPOSE

The purpose of this AGREEMENT is to ensure that the COUNTY'S PR&Rs, Management Resolution, Admin Manual and the COUNTY's workforce philosophy, policies, procedures and programs are fully implemented with respect to current and future COUNTY employees assigned to work at VCERA, and that VCERA and VCERA employees receive, as detailed below, certain other COUNTY services and/or benefits while employed by VCERA.

## 2. DURATION

As it relates to VCERA employees, this AGREEMENT will remain in effect from the date of execution by all parties until terminated by either party in writing, which is to be provided to the other party at least 365 days prior to the requested termination date. The COUNTY'S PR&Rs, Management Resolution, Admin Manual and the COUNTY's workforce philosophy, policies, procedures and programs will continue to apply to current and future COUNTY employees assigned to work at VCERA regardless of the duration of this AGREEMENT.

## 3. SERVICES

The COUNTY will provide the following to VCERA or VCERA employees in the same manner as it does to COUNTY employees:

- A. Pre-employment physical exam services to individuals who are offered positions as VCERA employees, subject to such exams, through the COUNTY's Health Care Agency.
- B. Access by VCERA employees to COUNTY sponsored training programs that are directly related to the effective administration of the COUNTY's workforce programs, including, but not limited to, the administration of the PR&Rs, Management Resolution, Admin Manual, and other policies and procedures for COUNTY employees.
- C. Access by VCERA employees to COUNTY sponsored training programs not related to administration of applicable MOAs and COUNTY workforce philosophy, policies, procedures and programs for COUNTY employees to the extent they (VCERA employees) may be accommodated.
- D. As COUNTY Human Resources and VCERA may mutually agree, COUNTY Human Resources support services/assistance/advice may be provided to VCERA in relation to VCERA employees, including assisting with matters such as discipline, classification, recruitment and/or training.
- E. The processing of VCERA employees into the Ventura County Human Resources Payroll System (currently VCHRP) for payroll services, retirement reporting, general ledger reporting, audit confirmation, and statutory reporting. COUNTY will use its own credentials (i.e. EIN) for reporting to the IRS. COUNTY will also process any personnel and compensation changes submitted by VCERA in the same manner as is done for COUNTY employees.

F. Investigations:

- 1) As COUNTY Human Resources and VCERA may mutually agree, COUNTY Human Resources may provide VCERA consultation on, or assistance in conducting, investigations regarding allegations of harassment or discrimination filed by VCERA employees and may also consult on and/or assist in developing VCERA's response(s) to complaints filed with state and federal agencies in such matters. It is understood, in matters relating to VCERA employees, that VCERA may, at its discretion and expense, elect to work with outside legal counsel on disciplinary or complaint investigation matters.
- 2) COUNTY Human Resources shall provide VCERA with consultation on, or assistance in conducting, investigations regarding allegations of harassment or discrimination filed by COUNTY employees and will also consult on and/or assist in developing VCERA's response(s) to complaints filed with state and federal agencies in such matters.

G. Employee Benefits

- 1) If legally permissible, the COUNTY will make available and administer COUNTY-sponsored benefit programs to VCERA employees at cost as provided in Section 4 (Compensation For Services). Such programs currently include, but are not limited to:
  - a) Flexible Benefits Program
  - b) Medical Maintenance Examinations
  - c) Deferred Compensation (457 and 401 (k) Plans)
  - d) Replacement Benefit Plan (including, without limitation, a 415(m) plan, as applicable provided that no amount of the payment may be made from VCERA Trust assets, and all costs or expenses incurred by the COUNTY shall be reimbursed by VCERA.)
  - e) Basic Management Life Insurance
  - f) Optional Group Life Insurance
  - g) Long term Disability Plan
  - h) Employee Health Services
  - i) Employee Assistance Program
  - j) Wellness Program
  - k) Work/Life Program
  - l) California Unemployment Insurance
  - m) Legacy Retiree Health Reimbursement Arrangement (HRA)
  - n) Retiree Health Premium Coverage

As part of its administration of these COUNTY-sponsored benefit programs, COUNTY will remain the designated reporter for VCERA

employees receiving such benefits under the federal Patient Protection and Affordable Care Act of 2010 or other applicable reporting laws.

- 2) Employees retired from VCERA service who were in a COUNTY-sponsored health plan immediately prior to retirement shall, subject to COUNTY approval, be eligible to purchase COUNTY retiree health insurance on the same terms and at the same rates available to retirees of the COUNTY. No employee or retiree shall become entitled to a vested right under this section. COUNTY and/or VCERA reserve the right to eliminate this benefit at any time in its sole discretion.

#### 4. COMPENSATION and/or REIMBURSEMENT FOR SERVICES

VCERA agrees to compensate the COUNTY at the rates charged by the COUNTY for services rendered by the COUNTY relating to the support of VCERA and VCERA employees and County employees assigned to VCERA, which rates shall be comparable to those it charges to COUNTY agencies for the same or similar services. Charges will be in the same manner as charges made to COUNTY agencies and departments, including payroll assessments, periodic billings, and the Countywide Cost Allocation Plan.

Payment for the services provided to VCERA by COUNTY shall be made by VCERA within thirty (30) days of receipt of COUNTY charges. If VCERA disagrees with the amount charged, VCERA will pay the full amount and will notify the COUNTY of the dispute.

Costs/Liabilities associated with the research, development, and/or implementation of this AGREEMENT or any other extraordinary expense associated with or caused by the setup and/or administration of employee benefits for VCERA employees as provided herein will be charged to, and paid by, VCERA; provided, however, that an itemization of such costs/liabilities already incurred by the COUNTY must be provided to the VCERA Board prior to entering into this AGREEMENT and any future costs must be authorized by the VCERA Board prior to payment.

#### 5. DELEGATION AND ASSIGNMENT

VCERA may not assign its rights or obligations hereunder, either in whole or in part, without prior written consent of the COUNTY.

#### 6. INDEMNIFICATION

COUNTY and VCERA agree to indemnify, hold harmless, and defend the other, including its officers, board members, employees and agents, from all liability, damages, including personal injury or property damage, costs and financial loss, including all costs and expense of litigation, for the sole wrongful or negligent acts or omissions of the indemnifying party's officers, board

members, agents, or employees in the performance of any services described in this AGREEMENT that allegedly caused such liability, damage, costs, and financial loss to any third party. If the liability, damage, cost, or loss that forms the basis of any claim, suit, or judgment by a third party is determined to have been caused by the combined wrongful or negligent acts or omissions of more than one party in the performance of any services described in this AGREEMENT, then each such party agrees to bear its respective share of the payment of any award or judgment in favor of such third party, but each party shall bear its own costs of defense, including attorney's fees.

## 7. CONFIDENTIALITY

Except as required to carry out the terms of this AGREEMENT, VCERA agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this AGREEMENT. COUNTY shall designate when a COUNTY or COUNTY-related record or information is private or confidential. All such records and information shall be considered confidential and shall be kept confidential by VCERA and VCERA's employees and agents, unless otherwise required by law. VCERA further agrees to maintain the confidentiality of any proprietary information identified as such by COUNTY and made available to it by COUNTY in the course of performing obligations under this AGREEMENT unless COUNTY agrees in writing to its release, or pursuant to court order.

Except as required to carry out the terms of this AGREEMENT, COUNTY agrees to maintain the confidentiality of all VCERA and VCERA-related records and information that relate to VCERA employees pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this AGREEMENT. VCERA shall designate when a VCERA or VCERA-related record or information is private or confidential, as it relates to VCERA employees. All such records and information shall be considered confidential and shall be kept confidential by COUNTY and COUNTY's employees and agents, unless otherwise required by law. COUNTY further agrees to maintain the confidentiality of any proprietary information identified as such by VCERA and made available to it by VCERA in the course of performing obligations under this AGREEMENT unless VCERA agrees in writing to its release, or pursuant to court order.

VCERA and COUNTY agree to comply with all applicable state and federal statutes and regulations regarding the confidentiality of medical information including the California Confidentiality of Medical Information Act (Civil Code sec. 56 et seq.) and the Health Insurance Portability and Accountability Act (Act Aug. 21, 1996, P.L. 104-191).

## 8. NOTICE

Where required to be given under this AGREEMENT, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

VCERA: Retirement Administrator  
Ventura County Employees' Retirement Association  
1190 S. Victoria Avenue, Suite 200  
Ventura, CA 93003

cc: VCERA Board Chair  
Ventura County Employees' Retirement Association  
1190 S. Victoria Avenue, Suite 200  
Ventura, CA 93003

COUNTY: County Executive Officer  
County of Ventura  
Hall of Administration L#1940  
800 S. Victoria Avenue  
Ventura, CA 93009

cc: Human Resources Director County of Ventura  
Hall of Administration  
800 S. Victoria Avenue  
Ventura, CA 93009

9. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this AGREEMENT shall not be considered a waiver of any subsequent breach. Waiver of any default or breach shall not be considered a modification of the terms of this AGREEMENT.

10. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may be modified or amended only in writing signed by authorized representatives of both parties.

11. SEVERABILITY

If any provision of this AGREEMENT, or any portion thereof, is found by a court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this AGREEMENT.

12. VENUE

The venue for any legal action filed by either party in state court to enforce any provision of this AGREEMENT shall be Ventura County, California.

13. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties relating to the specific subject of this AGREEMENT and supersedes all previous agreements, promises representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this AGREEMENT was executed by the parties hereto as of the date last signed and made effective \_\_\_\_\_, ~~2016~~2025.

VCERA

County of Ventura

By \_\_\_\_\_  
~~Tracy Towner, Chair - VCERA Board of Retirement~~  
~~VCERA Board of Retirement~~

By \_\_\_\_\_  
CHAIR - COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM:  
NOSSAMAN, LLP

APPROVED AS TO FORM:  
Office of the County Counsel,  
Ventura County

By \_\_\_\_\_  
Ashley K. Dunning, Partner

By \_\_\_\_\_  
~~Leroy Smith~~Tiffany N. North, County  
Counsel