

**AGREEMENT  
BETWEEN THE COUNTY OF KERN  
AND  
KERN COUNTY SHERIFF'S COMMAND ASSOCIATION III**

This Agreement, entered into this 26<sup>th</sup> day of March, 2019, between the County of Kern (hereafter "County") and the Kern County Sheriff's Command Association III (hereafter "KCSCA III"), after having met and conferred in good faith:

WITNESSETH:

WHEREAS, County has recognized KCSCA III as the exclusive representative for employees in the classifications of Chief Deputy Sheriff and Chief District Attorney's Investigator as of April 4, 2017 and County and KCSCA III have not yet entered into a formal Memorandum of Understanding but desire to codify certain terms and conditions herein; and

WHEREAS, County proposes to continue the Post Employment Health Plan (PEHP) program for previously unrepresented management and other new members of KCSCA III; and

WHEREAS, representatives of County and KCSCA III jointly propose this Agreement, which shall define only the proposed PEHP program and not specify any other terms and conditions still under negotiation, effective on March 26, 2019.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Post Employment Health Plan, shall be available as a benefit to members of KCSCA III:
  - A. County agrees to provide the Nationwide Post Employment Health Plan (PEHP) for members of the KCSCA III adopted concurrent with this Agreement. The PEHP will provide for a tax-free account funded through accrued sick leave balances rolled over by an employee upon retirement from which employee may pay qualified medical insurance premiums pursuant to the Internal Revenue Code.
  - B. Participation in the plan will be determined by County on an annual basis. All members of the KCSCA III will be required to participate at the chosen level. Contributions to the plan will be made with the sick leave payout balances, as provided for in Kern County Policy and Administrative Procedures Manual, Section 118.7. Contributions will be made at the rate of 25% of the eligible sick leave balance payout and shall remain at that level until modified by County.
  - C. KCSCA III agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with County's adoption of, or the participation of any individual in, the PEHP adopted by County pursuant to this Agreement as amended.

- D. Nothing in this Agreement shall be interpreted to modify any other provision for represented employees' Sick Leave benefits.
- 2. No other terms or conditions of employment are changed or affected by this Agreement.

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**COUNTY OF KERN:**

By:   
David Couch, Chairman  
Board of Supervisors

**KERN COUNTY SHERIFF'S COMMAND ASSOCIATION III**

By:   
Kevin Wright, President  
Kern County Sheriff's Command Association III

**APPROVED AS TO CONTENT:**

By:   
Devin Brown, Chief Human Resources Officer

**APPROVED AS TO FORM:**  
Office of the County Counsel

By:   
County Counsel