

**AMENDMENT NO. 2 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF KERN  
AND**

**THE KERN COUNTY SHERIFF'S COMMAND ASSOCIATION II**

This Amendment, entered into this 25<sup>th</sup> day of September 2012, between the COUNTY OF KERN (hereafter "County"), a political subdivision of the State of California, and the Kern County Sheriff's Command Association II (hereafter "KCSCA II"), after having met and conferred in good faith:

WITNESSETH:

WHEREAS, the County and KCSCA II entered into a Memorandum of Understanding, Agreement Number 154-2012 on March 13, 2012; and

WHEREAS, the County and KCSCA entered into Amendment No. 1 (218-2012) on April 17, 2012, which corrected the reference to employee contributions to retirement effective with date of adoption of the Memorandum of Understanding ("MOU") between the County and KCSCA II, and;

WHEREAS, in accordance with the MOU, representatives of the County and KCSCA II have met and conferred in good faith and jointly propose the following changes to the MOU to provide for the Post Employment Health Plan.

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

1. Article XVI, BENEFITS shall be amended as follows:


Section 4, Post Employment Health Plan, shall be added as follows:

- A. The County agrees to provide the Nationwide Post Employment Health Plan (PEHP) for members of the KCSCA II adopted concurrent with this amendment to the MOU. 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 the County on an annual basis. All members of the KCSCA II 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 ARTICLE VII, Sick Leave, Section 2. of the MOU. 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 the County. The County will provide the PEHP administrator with a contribution summary sheet (or similar document) which shall list the employees for whom contributions are made, their social security numbers, names, and the amount of contributions for the health care insurance premiums to be allocated on behalf of each employee.
- C. The Union 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 the County's adoption of, and/or the participation of any individual in, the Post-Employment Health Plan adopted by the County pursuant to this MOU as amended.

- D. Nothing in this amendment shall be interpreted to modify the provisions of Article VII, Sick Leave, of this MOU.
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- 2. Except as amended herein, each and every term and condition of the MOU, as previously amended, shall remain in full force and effect.


**COUNTY OF KERN:**


By:   
Zack Scrivner, Chairman Board of Supervisors

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


By:   
Kevin Wright, President

**APPROVED AS TO CONTENT:**

By:   
John Nilon, County Administrative Officer

By:   
Susan Wells, Employee Relations Officer

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

By:   
Devin Brown  
Deputy County Counsel