

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE VENTURA COUNTY FIRE PROTECTION DISTRICT AND
THE VENTURA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA") which sets forth the terms and conditions of employment of all District employees represented by VCPFA for the period between September 24, 2024, and September 23, 2028.

The District and the VCPFA agree to amend the 2024-2028 MOA as follows:

Revise Article 40, "Legacy Retiree Healthcare Contribution," as follows:

Effective July 5, 2026, the District will assume direct responsibility for the determination and administration of benefits to VCPFA eligible retirees and cease paying a monthly Legacy Retiree Healthcare Contribution into the VCPFA-administered medical trust. Therefore, following adoption by the District's Board of Directors, the following language will supersede the above on a prospective basis:

Eligibility

To be eligible for benefits under the Plan, employees must: (1) be eligible for a VCERA legacy (non-PEPRA) retirement plan; (2) have commenced employment with the District no later than April 16, 2023; and (3) and must retire from District service on or after July 30, 2020, and be an annuitant.

Retirees who retire on or after July 30, 2020, shall be eligible after the following have occurred: (1) the Board of Directors has approved this amendment to the MOA; and (2) the pension benefits are reduced pursuant to the Resolution. Eligible retirees shall receive no benefits under this section prior to adoption of this agreement by the Board of Directors.

Definitions

Benefit means the monthly healthcare subsidy determined for and paid by the District each Plan Year to an eligible Member of the Plan. Subject to the terms and conditions of the Plan, the Healthcare subsidy may be accumulated and carried forward and may be utilized for reimbursement of eligible healthcare expenses utilizing the District's approved administrative processes.

Eligible Healthcare Expenses means any eligible healthcare expenses incurred by the Member or their spouse or dependents which are permitted by IRS regulations for Health Reimbursement Arrangements (HRA).

Retiree means any Employee or surviving beneficiary who has retired from a VCERA legacy plan (non-PEPRA) and who is receiving a retirement annuity benefit.

Surviving Beneficiary means a named VCERA spousal beneficiary who did not predecease the Retiree who is receiving a continuing annuity from VCERA.

Member means any retiree or surviving beneficiary of a retiree who meets the eligibility requirements of the Plan.

Plan Year means the period beginning on the first day of the calendar year and ending on the last day of the calendar year.

Period of Coverage means the period for which the plan will provide a Member a healthcare subsidy and reimburse eligible healthcare expenses.

Claim Run-Out Period means the twelve-month (365-day) period after a Member's death during which eligible expenses will be reimbursed from the Member's HRA.

Forfeiture means the Member's HRA balance which will revert to general plan assets after the Member's death and the end of the Claim Run-Out Period.

Plan Benefits

The Plan will provide Members a monthly healthcare Benefit that will be funded into an HRA upon the Member's retirement from the District and the commencement of VCERA annuity payments. The maximum monthly Benefit shall be increased annually by up to a maximum of three percent (3%) based on changes to the Consumer Price Index (CPI) for the Los Angeles area for the previous twelve (12) months immediately before the new plan year. For example, should the change in the CPI-Los Angeles area be 1.5%, the monthly Benefit shall be increased by 1.5% for the new plan year; and should the change in the CPI-Los Angeles be 3.5%, the monthly Benefit shall be increased by the 3% maximum for the new plan year. The plan shall also create individual Health Care Reimbursement Accounts from which eligible healthcare reimbursements will be made to Members. Prior plan year available funds in Member's HRAs will be rolled over and made available to each Member each Plan Year. Member's HRA funds will be forfeited and reverted to Plan general assets only after the Member's death, the Member's beneficiary's death, and the end of the Claim Run-Out period.

Administration and Financing

The District will administer the Plan and shall have the authority to exercise the powers and discretion conferred by the Plan and shall have such powers and authority necessary for the administration of the Plan.

Association/Management Committee

The parties agree to utilize the existing Association-Management Committee as described in Article 7, Section 706 of this Agreement to discuss matters related to the Health Reimbursement Account Plan document.

Amendment or Termination of HRA Subsidy

The District will provide 30 days' notice to VCPFA in the event it intends to amend the provisions of this section of this Agreement. The District agrees to engage in good faith bargaining with respect to the effects of any amendments to this section. In the event

the plan is amended by eliminating or reducing the HRA subsidy, such an amendment will be for the calculation of prospective HRA subsidy accruals only. Active employees eligible for plan benefits upon retirement will receive the greater of an HRA subsidy in an amount which corresponds to the age and District service listed in Appendix C at the time of the amendment indexed pursuant to the plan document, or an HRA subsidy in an amount which corresponds to the age and District service listed in Appendix C at the time of retirement indexed pursuant to the plan document. Retirees receiving the HRA subsidy at the time of the plan amendment shall continue to receive the HRA subsidy. Future HRA subsidy amounts will be indexed in accordance with the terms of the amended plan document.

Healthcare Subsidy Benefit

The Retiree monthly Benefit shall be based on the retiree's age and number of District years of service at time of retirement as reported by VCERA.

Effective the first month after adoption by the District Board of Directors, but no earlier than the effective date of the Board of Retirement's Resolution, and effective the first full month after commencement of a retirement annuity under a VCERA legacy retirement plan, the Retiree monthly Benefit for plan year 2026 shall be the dollar amount that corresponds to the age and years of service as listed in Appendix C.

In the event that a retiree's actual age or years of service combination does not appear in Appendix C, the nearest corresponding age or years of service which does appear on Appendix C shall be used to determine the retiree monthly benefit amount for the Plan Year 2026.

Example 1 A Legacy Safety Employee retires at age 57 with 30 years of service. The 2026 monthly retiree benefit amount shall be \$365.00, utilizing age 55 and 30 years of service on Appendix C.

Example 2 A Legacy Safety Employee retires at age 55 with 8 years of service. The 2026 monthly retiree benefit amount shall be \$122.00, utilizing 55 years of age and 10 years of service on Appendix C.

Example 3 A Legacy Safety Employee retires at age 60 with 42 years of service. The 2026 monthly retiree benefit amount shall be \$465.00, utilizing 55 years of age and 39 years of service on Appendix C.

In the event that a retiree's actual age or years of service combination does not appear in Appendix C and the retiree's actual age and years of service are equidistant from the nearest corresponding age or years of service which does appear on Appendix C, Age shall be used to determine the retiree monthly benefit amount for the Plan Year 2026.

Example 1 A Legacy General Employee retires at age 45 with 15 years of service. The monthly retiree benefit amount shall be \$96.61, utilizing age 50 and 15 years of service on Appendix C.


Example 2 **A Legacy General Employee retires at age 48 with 18 years of service.**
The 2026 monthly retiree benefit amount shall be \$115.89, utilizing 50
years of age and 18 years of service on Appendix C.

Agreed to this 14 day of May 2026.

For the District:


Robert Abeloe
Deputy Executive Officer

For VCPFA:


Kevin Aguayo
VCPFA President