

**THE COUNTY OF VENTURA SUPPLEMENTAL RETIREMENT 457
PLAN**

PLAN DOCUMENT

January 26, 2021

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS	1
1.1.	"Account"	1
1.2.	"Applicable Form"	2
1.3.	"Beneficiary"	2
1.4.	"Board"	2
1.5.	"Code"	2
1.6.	"Committee"	2
1.7.	"Compensation"	2
1.8.	"Contributions"	3
1.9.	"Cost-of-Living Adjustment"	3
1.10.	"County"	3
1.11.	"Eligible Deferred Compensation Plan"	3
1.12.	"Employee"	3
1.13.	"Employer"	3
1.14.	"HEART"	3
1.15.	"Investment Fund(s)"	3
1.16.	"Mandatory Deferral"	3
1.17.	"Participant"	3
1.18.	"Payroll Period"	3
1.19.	"Plan Administrator"	4
1.20.	"Rollover Contributions"	4
1.21.	"Severance Event"	4
1.22.	"Transfer Contributions"	4
1.23.	"Trust"	4
1.24.	"Trust Fund"	4
1.25.	"Trustee"	4
1.26.	"USERRA"	4
1.27.	"Valuation Date"	4
1.28.	"Vested"	4
ARTICLE II.	ELIGIBILITY AND PARTICIPATION	4
2.1.	Eligibility and Participation	4
2.2.	Cessation of Contributions.	5
ARTICLE III.	CONTRIBUTIONS	5
3.1.	Deferrals.	5
3.2.	Rollover Contributions to the Plan.	6
3.3.	Transfers to the Plan.	6
3.4.	Leave of Absence.	7
3.5.	Disability.....	7
3.6.	Expenses of Plan.....	7

ARTICLE IV.	LIMITATIONS ON CONTRIBUTIONS	7
4.1.	Basic Annual Limitation.....	7
4.2.	Coordination of Limits for Participants Covered by More Than One Eligible Plan.....	7
4.3.	Correction of Excess Deferrals.....	8
ARTICLE V.	ACCOUNTING	8
5.1.	Participant Accounts.....	8
5.2.	Participant Statements.	8
5.3.	Value of Account.....	8
ARTICLE VI.	INVESTMENTS OF CONTRIBUTIONS.....	8
ARTICLE VII.	TRUST	9
7.1.	Trust Fund.....	9
7.2.	Trust Status.....	9
ARTICLE VIII.	DISTRIBUTIONS	9
8.1.	Distribution Restrictions.....	9
8.2.	Distributions to Participants.....	9
8.3.	Death Benefit Distributions.....	10
8.4.	Unforeseeable Financial Emergency Distributions.....	12
8.5.	Transfer to Defined Benefit Governmental Plan.....	12
ARTICLE IX.	NO LOANS.....	12
ARTICLE X.	VESTING.....	12
ARTICLE XI.	ROLLOVERS FROM THIS PLAN	12
11.1.	Plan Distributions and Withholding Requirements.....	12
11.2.	Definitions for this Article.....	12
11.3.	Direct Rollover.....	14
ARTICLE XII.	ADMINISTRATION OF THE PLAN.....	14
12.1.	Appointment of a Committee.....	14
12.2.	Operation of the Committee.....	15
12.3.	Powers and Duties of the Committee.....	15
12.4.	Indemnification of the Committee.....	15
12.5.	Delegation by Plan Administrator.....	16
12.6.	Employment of Consultants.....	16

ARTICLE XIII. AMENDMENT OR TERMINATION OF THE PLAN	16
13.1. Amendment and Termination.	16
13.2. Distribution Upon Termination of the Plan.	17
ARTICLE XIV. MISCELLANEOUS	17
14.1. Non-Alienation.	17
14.2. Military Service	18
14.3. Limitation of Rights and Obligations.	19
14.4. Federal and State Taxes.	19
14.5. Mistaken Contributions.	19
14.6. Erroneous Payments.	19
14.7. Payments to Minors or Incompetents.	19
14.8. Missing or Lost Participants.	20
14.9. No Reversion.	20

THE COUNTY OF VENTURA SUPPLEMENTAL RETIREMENT 457 PLAN

PREAMBLE

The County of Ventura, California ("County") hereby establishes this basic plan document for the County of Ventura Supplemental Retirement 457 Plan (hereinafter referred to as the "Plan").

The Plan is intended to be an eligible governmental deferred compensation plan within the meaning of Section 457 of the Internal Revenue Code ("Code"), as well as a governmental plan within the meaning of Code Section 414(d). The primary purpose of the Plan is to provide retirement benefits to certain County employees whose employment with the County does not otherwise entitle them to retirement benefits under the County's 1937 Act Retirement Plan or the federal Social Security Act. This Plan shall provide eligible employees with a retirement program which provides for deferral of payment of a portion of their current compensation until death, retirement, termination of employment or other event as provided herein, in accordance with the applicable provisions of the Code.

ARTICLE I. DEFINITIONS

As used in this Plan, the following terms have the meaning set forth below, unless a different meaning is clearly required by the context.

1.1. "Account" means the aggregate of the following separate bookkeeping accounts maintained for each Participant or alternate payee reflecting his or her interest under the Plan as follows:

a. "Mandatory Deferral Account" means the account maintained to reflect the Participant's interest under the Plan attributable to his or her Mandatory Deferrals made pursuant to Section 3.1.

b. "Rollover Contribution Account" means the account maintained to reflect the Participant's interest under the Plan attributable to his or her Rollover Contributions pursuant to Section 3.2. There shall be the following separate subaccounts under the Rollover Contribution Account:

i A subaccount to reflect the Participant's interest under the Plan attributable to his or her Rollover Contributions from an Eligible Deferred Compensation Plan;

ii A subaccount to reflect the Participant's interest under the Plan attributable to his or her Rollover Contributions from an eligible retirement plan other than an Eligible Deferred Compensation Plan; and

c. "Transfer Contribution Account" means the account maintained to reflect the Participant's interest under the Plan attributable to his or her Transfer Contributions pursuant to Section 3.3.

January 26, 2021

1.2. "Applicable Form" means the appropriate form as designated and furnished by the Plan Administrator to make any election or provide any notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Plan Administrator may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

1.3. "Beneficiary" means any person, trust, corporation, or firm, or any combination thereof, designated by the Participant to receive payment of benefits under the Plan. If no Beneficiary is so designated, the Participant's spouse or registered domestic partner, living 30 days after the date of Participant's death, or if not, his or her children (by blood or adoption) equally (with children of a deceased child to share equally the share of such deceased child). If a Beneficiary cannot be determined pursuant to the preceding sentence, the Beneficiary shall be the Participant's estate. Beneficiary may mean singular or plural, primary or contingent.

1.4. "Board" means the County Board of Supervisors.

1.5. "Code" means the federal Internal Revenue Code of 1986, as amended from time to time.

1.6. "Committee" means the committee appointed as Plan Administrator in accordance with Article XII.

1.7. "Compensation" means with respect to a Participant, all earnings from services rendered by the Participant to the Employer during the calendar year, including, but not limited to, the gross salary of the Participant, prior to any deduction for federal or state income tax, and including amounts that would be cash compensation for services rendered by the Participant to the County includable in gross income for the calendar year but for compensation reduction elections made pursuant to Sections 125, 132(f), 401(k), 403(b), and 457(b) of the Code; subject, however, to the following: (i) the Compensation of a Participant shall be considered attributable to the period in which it is actually paid and not when earned or accrued; and (ii) amounts received after the separation from service of the Participant to the extent that the Compensation would have been paid to the Participant prior to the severance from employment if the Employee had continued in employment with the Employer are included. Unscheduled overtime pay, amounts provided by the County flexible benefits plan, bonuses or single sum amounts received on account of death or separation from service, compensatory time, sick pay plan, or under severance pay plans, Employer contributions to a deferred compensation plan, and Employee reimbursements, such as mileage, textbooks, and tuition are not included.

To the extent permitted by federal law, Compensation also includes accrued bona fide sick, vacation, or other leave pay which may be paid to a Participant by the later of two and one-half months after a Participant's Severance Event or by the end of the calendar year that includes the date of such Severance Event so long as the Employee would have been able to use the leave if employment had continued. Compensation items include, but are not limited to, annual leave/vacation redemption, automobile allowance, assignment/shift differentials, and other Employer-paid incentives, such as educational and bilingual.

1.8. "Contributions" mean Mandatory Deferrals, Rollover Contributions, and Transfer Contributions.

1.9. "Cost-of-Living Adjustment" means the cost-of-living adjustment prescribed by the Secretary of the Treasury under Code Section 401(a)(17), 414(v), or 457(e)(15) for any applicable year.

1.10. "County" means the County of Ventura, California. For purposes of this Plan, the term "County" also includes the Ventura County Air Pollution Control District and the Ventura Superior Court.

1.11. "Eligible Deferred Compensation Plan" means a plan which meets the requirements of Code Section 457(b).

1.12. "Employee" means any employee of the Employer who is not a "regular employee" of the County as defined by Section 251 of the Ventura County Personnel Rules and Regulations, as amended from time to time, and all regular employees who are scheduled to work less than 64 hours biweekly. Persons providing services in the following types of positions are not considered regular employees and, therefore, shall be eligible to participate in this Plan: casual help, extra-help, intermittent employees, trainees and persons classified by the Employer as independent contractors who are found by a tribunal of competent jurisdiction to be common-law employees.

It is the intent of the County that only employees whose service is not covered by the County's 1937 Act Retirement Plan and for whom the County is not obligated to make Social Security contributions shall be Employees for purposes of this Plan.

1.13. "Employer" means all offices, bureaus, and departments of the County.

1.14. "HEART" means the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended from time to time.

1.15. "Investment Fund(s)" means the investment vehicle(s) made available to Participants for the investment of their Accounts. The Plan Administrator, in its sole and absolute discretion, shall select the Investment Fund(s) and may add or delete Investment Fund(s); provided, however, that the Investment Fund(s) shall include at least one stable value index fund.

1.16. "Mandatory Deferral" means the deferrals made in accordance with Section 3.1 of this Plan.

1.17. "Participant" means any eligible Employee, unless otherwise prohibited by a collective bargaining agreement, who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. A Participant shall also mean, when appropriate to the context, a former Employee who is eligible to receive a benefit of any type under the Plan.

1.18. "Payroll Period" means a biweekly compensation period.

1.19. "Plan Administrator" means the Committee, which may delegate any or all of its powers, duties, and authorities in such capacities as is hereafter provided.

1.20. "Rollover Contributions" mean the Contributions made to the Plan pursuant to Section 3.2.

1.21. "Severance Event" means the date that an Employee dies or otherwise has a termination from employment with the County, as established pursuant to an official payroll change document or recorded in the County payroll systems, in accordance with Code Section 457(d)(1)(A)(ii).

1.22. "Transfer Contributions" mean the Contributions made to the Plan pursuant to Section 3.3.

1.23. "Trust" means the separate fund holding all assets and income of the Plan, including amounts, assets, and income held in custodial accounts or annuity contracts as authorized by Code Section 457(g).

1.24. "Trust Fund" means the assets of the Plan held pursuant to the terms of the Plan and the Trust.

1.25. "Trustee" means the trustee or any successor trustee designated and appointed by the Plan Administrator and includes a custodian of a custodial account or an insurer of an annuity contract under Code Section 457(g)(3).

1.26. "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

1.27. "Valuation Date" means the date on which the assets and the Participant's Accounts shall be valued. The Plan Administrator, or such other person or entity as designated by the Plan Administrator, shall value the assets in the Participant's Accounts each business day based on acceptable industry practices. All daily transactions shall be based on that day's closing market values. Value of the Participant's Account shall be adjusted in accordance with the daily values.

1.28. "Vested" means the interest of the Participant or Beneficiary in his or her Accounts which is unconditional, legally enforceable, and nonforfeitable at all times.

ARTICLE II. ELIGIBILITY AND PARTICIPATION

2.1. Eligibility and Participation.

a. Any Employee who the Board, by resolution, from time to time designates as eligible to participate in the Plan shall be eligible to do so.

b. Any Employee may become a Participant on the first day of the calendar month next following the month in which the Board's resolution under paragraph (a) is effective or immediately upon the commencement of employment with the County, whichever is later. .

2.2. **Cessation of Contributions.**

A Participant shall cease to be eligible to make Contributions to the Plan either when he or she no longer receives Compensation as an Employee or the Plan is terminated.

**ARTICLE III.
CONTRIBUTIONS**

3.1. **Deferrals.**

a. For Employees who participated in The County of Ventura Safe Harbor Retirement Plan ("SRP") and who elected to participate in this Plan in lieu of continued participation in the SRP:

i **Mandatory Deferrals.** An Employee who has satisfied the participation requirements under Section 2.1 shall be subject to Mandatory Deferrals which shall equal, during each Payroll Period in which an Employee is a Participant in the Plan, 3% of the Participant's Compensation.

ii **County Contributions.** The County shall, during each Payroll Period in which an Employee is a Participant in the Plan, contribute 4.5% of the Participant's Compensation to the Plan ("County Contribution").

b. For Employees who did not previously participate in the SRP:

i **Mandatory Deferrals.** An Employee who has satisfied the participation requirements under Section 2.1 shall be subject to Mandatory Deferrals which shall equal, during each Payroll Period in which an Employee is a Participant in the Plan, 4.5% of the Participant's Compensation.

ii **County Contributions.** The County shall, during each Payroll Period in which an Employee is a Participant in the Plan, make a County Contribution of 3% of the Participant's Compensation to the Plan.

c. All Mandatory Deferrals and County Contributions are subject to the applicable deferral limits set forth in Article IV. Mandatory Deferrals and County Contributions will be deposited into the Participant's Mandatory Deferral Account.

d. **Payment of Mandatory Deferrals to the Trust.** Mandatory Deferrals shall reduce the Compensation otherwise payable to a Participant and shall be paid in cash to the Trustee by the Employer, on a basis consistent with its payroll practices, as soon as administratively feasible after being withheld from the Compensation of a Participant, but no later than 15 business days following the end of the month in which such amount is withheld from the Compensation of the Participant.

e. **Rules and Procedures.** The Plan Administrator may establish additional rules and procedures governing the manner and timing of elections by Participants to make, change, or discontinue Mandatory Deferrals.

3.2. Rollover Contributions to the Plan.

During each Payroll Period in which an Employee is a Participant in the Plan:

- a. A Participant may contribute to the Plan as a Rollover Contribution a distribution from:
- i a Code Section 401(a) or 403(a) qualified plan, excluding after-tax employee contributions;
 - ii a Code Section 403(b) plan, excluding after-tax employee contributions;
 - iii an Eligible Deferred Compensation plan which is maintained by an eligible employer described in Code Section 457(e)(1)(A); or
 - iv a Code Section 408 individual retirement account or annuity, with respect to the portion of the distribution that is eligible to be rolled over and would otherwise be includible in gross income.

A Rollover Contribution under this Section 3.2 shall be made directly from such prior plan, or if such amount was distributed to the Participant, shall be made within 60 days after the Employee receives the rollover amount.

b. A Rollover Contribution shall be subject to the Plan Administrator's determination, in its discretion, that the Rollover Contribution satisfies all applicable requirements of the Code.

c. A Rollover Contribution shall be allocated to the Participant's Rollover Contribution Account as of the date of the contribution; provided, however, that separate subaccounts shall be maintained to reflect Rollover Contributions from Eligible Deferred Compensation Plans and plans other than Code Section 457(b) plans.

3.3. Transfers to the Plan.

a. Subject to the conditions set forth in this Section 3.3, the Plan shall accept as a Transfer Contribution a transfer on behalf of a Participant who was formerly a participant in an Eligible Deferred Compensation Plan maintained by another governmental employer if the Participant has had a Severance Event with that prior employer, become an Employee of the County and established an Account with this Plan.

b. The Plan shall only accept a transfer that satisfies the following conditions:

- i The transferor plan permits the transfer;
- ii The Participant whose amounts are being transferred will have a deferred amount immediately after the transfer at least equal to the deferred amount with respect to that Participant immediately before the transfer; and

iii The transfer satisfies such other rules and policies established by the Plan Administrator.

c. A Transfer Contribution shall be allocated to the Transfer Contribution Account of the Participant as of the date of the transfer.

3.4. **Leave of Absence.**

During a paid leave of absence, Contributions shall continue to be made for a Participant on the basis of Compensation paid by the Employer during the leave. No Contributions shall be made on behalf of a Participant who is on an unpaid leave of absence.

3.5. **Disability.**

A Participant who has not had a Severance Event may make Mandatory Deferrals during any period of time that he or she is disabled to the extent that the Participant has Compensation.

3.6. **Expenses of Plan.**

All reasonable expenses of administering the Plan shall be charged against and paid from the Participant's Accounts, subject to the terms of the applicable Investment Fund(s), unless paid by the Employer. The Plan Administrator shall have the right to allocate expenses associated with maintaining the Accounts of terminated Employees to such Accounts, even if no expenses are allocated to the Accounts of active Employees, in accordance with rules promulgated by the Internal Revenue Service.

**ARTICLE IV.
LIMITATIONS ON CONTRIBUTIONS**

4.1. **Basic Annual Limitation.**

The maximum amount of Mandatory Deferrals to the Plan for any calendar year shall be limited to the lesser of (i) the applicable dollar amount as provided in Code Section 457(e)(15) or (ii) the Participant's Compensation as provided in Code Section 457(b)(2). The applicable dollar amount is Nineteen Thousand Five Hundred Dollars (\$19,500) for 2020, increased thereafter by the Cost-of-Living Adjustment.

4.2. **Coordination of Limits for Participants Covered by More Than One Eligible Plan.**

If the Participant is or has been a participant in one or more other Eligible Deferred Compensation Plans, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations. For this purpose, the Plan Administrator shall take into account any other such Eligible Deferred Compensation Plan maintained by the Employer for which the Plan Administrator receives from the Employer sufficient information concerning such plan, and shall also take into account any other such Eligible Deferred Compensation Plan for which the Plan Administrator receives from the Participant sufficient information concerning his

or her participation in such other plan. The Participant is responsible for ensuring coordination of these limits.

4.3. **Correction of Excess Deferrals.**

If the Mandatory Deferrals on behalf of a Participant for a calendar year exceeds the limitations described above, or the Mandatory Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another Eligible Deferred Compensation Plan for which the Participant provides information that is accepted by the Plan Administrator, then the Mandatory Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any allocable thereto), shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code.

**ARTICLE V.
ACCOUNTING**

5.1. **Participant Accounts.**

The Plan Administrator shall establish and maintain adequate records to reflect the Accounts of each Participant and Beneficiary. Credits and charges shall be made to such Accounts to reflect additions, distributions, and withdrawals, and to reflect gains or losses pursuant to the terms of the Investment Fund(s). The maintenance of individual Accounts is for accounting purposes only, and a segregation of Plan assets to each Account shall not be required.

5.2. **Participant Statements.**

The Plan Administrator shall provide to each Participant a quarterly statement reflecting the value of the Participant's Account at least as frequently as of the end of each quarter and shall provide similar information to the Plan Administrator upon its request.

5.3. **Value of Account.**

The value of the Account of a Participant is the value as of any Valuation Date is the value of the Account balance as determined by the Plan Administrator.

**ARTICLE VI.
INVESTMENTS OF CONTRIBUTIONS**

All Contributions under the Plan shall be transferred to the Trust to be held, managed, invested, and distributed in accordance with the provisions of the Plan and the Investment Fund(s) as applicable. Participants' Accounts shall be invested in the Investment Fund(s) available to Participants under this Plan, as selected by the Plan Administrator and communicated to Participants. The Plan Administrator's current selection of Investment Fund(s) is not intended to limit future additions or deletions of Investment Fund(s).

ARTICLE VII. TRUST

7.1. Trust Fund.

All Contributions under the Plan shall be transferred to the Trustee to be held in Trust as part of the Trust Fund in accordance with the provisions of the Plan and the Investment Fund(s), as applicable. All assets held in connection with the Plan, including all Contributions, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts, property or rights, shall be held in, managed, invested and distributed in Trust as part of the Trust Fund, in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust Fund, and the County shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

7.2. Trust Status.

The Trust Fund shall be held in Trust for the exclusive benefit of Participants and Beneficiaries under the Plan in accordance with Code Section 457(g). No part of the Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries, and for defraying the reasonable expenses of the Plan and Trust. The Trust is exempt from tax pursuant to Code Section 457(g)(2).

ARTICLE VIII. DISTRIBUTIONS

8.1. Distribution Restrictions.

a. Except as otherwise provided in this Article VIII, a Participant's Account may not be paid to the Participant or his or her Beneficiary until the Participant's Severance Event, the Participant's death, or the Participant receives a small Account balance distribution under Section 8.2(d).

b. Notwithstanding paragraph (a), a Participant may request a distribution from his or her Rollover Contribution Account at any time.

c. A Participant who previously commenced a benefit distribution following a Severance Event in accordance with paragraph (a) who subsequently is reemployed by the Employer will not be eligible for continued benefit distributions throughout the period covered by the Participant's period of reemployment.

8.2. Distributions to Participants.

a. Required Minimum Distributions. Subject to this Section 8.2, the terms of the Investment Fund(s), and any restrictions established by the Plan Administrator, a Participant may commence distribution of his or her Account any time after a Severance Event by filing the Applicable Forms with the Plan Administrator. However, in no event may distribution of benefits to the Participant commence later than April 1st of the calendar year following the later of: (i) the calendar year in which the Participant attains age 72 (if the Participant was born after June 30,

1949 or age 70½ if the Participant was born before July 1, 1949); or (b) the calendar year in which the Participant severs employment with the Employer. The amount of such required minimum distribution shall be determined in accordance with Code Section 401(a)(9) and the Treasury Regulations thereunder; as applicable to a governmental plan as defined in Code Section 414(d).

b. Payments Options. The requested Account distribution described in paragraph (a) shall be distributed to the Participant in the manner selected by the Participant from the options approved by the Plan Administrator from time to time.

c. Mandatory Cash-Out.

If a Participant's Account balance does not exceed One Thousand Dollars (\$1,000) at the time of his or her Severance Event, the Plan Administrator shall pay such Account to the Participant or Beneficiary as soon as practicable after the Participant's Severance Event.

d. Distribution of Small Account Balances.

Upon proper written request to the Plan Administrator, a Participant may elect to receive a distribution of his or her Account in a lump sum if the Account balance does not exceed \$5,000 (or the dollar limit under Code Section 411(a)(11), if greater) without regard to amounts attributable to rollover contributions, no Elective Deferrals have been made for the Participant during the two-year period immediately prior to the date of distribution, and the Participant has not previously received a distribution of the Participant's Account under this Section 8.2.

8.3. Death Benefit Distributions.

a. Upon the death of the Participant, the Participant's Beneficiary may elect to receive the Participant's Account in any form permitted under Section 8.2. If there are two or more Beneficiaries, the provisions of this Section 8.3 shall be applied to each Beneficiary separately with respect to each Beneficiary's share in the Participant's Account. However, if the Beneficiary of the Participant is the Participant's estate, the benefit will be payable only in a single lump sum. If such Beneficiary dies after beginning to receive benefits but before the entire Account balance has been distributed, the remaining Account balance shall be paid to the estate of the Beneficiary in a lump sum. Notwithstanding any other provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Treasury Regulations thereunder, as applicable to a governmental plan as defined in Code Section 414(d), including any minimum distribution incidental benefit requirements.

b. Death of Participant on or Before December 31, 2021 and Before Distributions Begin. If the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:

i. If the designated Beneficiary is not the Participant's surviving spouse, distributions after the Participant's death must either (1) begin to be distributed no later than December 31st of the calendar year immediately following the year of the Participant's death, payable over a period not to exceed the Beneficiary's life expectancy; or (2) be

distributed no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.

ii If the designated Beneficiary is the Participant's surviving spouse, distributions after the Participant's death must begin to be distributed by the later of December 31st of the calendar year immediately following the year of the Participant's death or December 31st of the calendar year in which the Participant would have attained age 72 (if the Participant was born after June 30, 1949) or age 70½ (if the Participant was born before July 1, 1949). Payments to a surviving spouse must be made over a period not to exceed the surviving spouse's life expectancy. Alternatively, the surviving spouse may elect to receive a total distribution of the Participant's Account by no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.

iii If required minimum distributions under Code Section 401(a)(9) have begun prior to the death of the Participant, the remaining portion of the Participant's Account shall be distributed to the Beneficiary at least as rapidly as under the method of distribution in effect prior to the Participant's death.

iv If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (b), other than paragraph (b)(1), will apply as if the surviving spouse were the Participant.

c. Death of Participant on or After January 1, 2022 and Before Distributions Begin.
If the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:

i If the designated Beneficiary is not the Participant's surviving spouse, a child of the Participant who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than 10 years younger than the Participant, distributions after the Participant's death must be distributed no later than December 31st of the calendar year containing the tenth anniversary of the Participant's death.

ii If the designated Beneficiary is the Participant's surviving spouse, a child of the Participant who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than 10 years younger than the Participant, distributions after the Participant's death must be made over a period not to exceed the designated Beneficiary's life expectancy. Alternatively, the designated Beneficiary may elect to receive a total distribution of the Participant's Account balance by no later than December 31st of the calendar year containing the tenth anniversary of the Participant's death.

iii If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest must be distributed by no later than December 31st of the calendar year containing the tenth anniversary of the Participant's death.

8.4. **Unforeseeable Financial Emergency Distributions.**

Unforeseeable emergency distributions are not available from this Plan.

8.5. **Transfer to Defined Benefit Governmental Plan.**

If a Participant is also a Participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, such Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan for (i) the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under such plan, or (ii) a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3). Such transfer requests shall be made by filing the Applicable Forms with the Plan Administrator. A transfer under this Section 8.5 may be made before the Participant has had a Severance Event.

**ARTICLE IX.
NO LOANS**

Loans are not available from the Plan.

**ARTICLE X.
VESTING**

A Participant shall be one hundred percent (100%) Vested in his or her Accounts at all times.

**ARTICLE XI.
ROLLOVERS FROM THIS PLAN**

11.1. **Plan Distributions and Withholding Requirements.**

Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 11.1, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

11.2. **Definitions for this Article.**

For purposes of this Article XI, the following definitions shall apply.

a. "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

b. "Distributee" means a Participant, the spouse of the Participant, or the Participant's former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p), and a Participant's non-spouse Beneficiary, any of whom is eligible to receive a distribution from the Plan.

c. Notwithstanding anything in the Plan to the contrary that otherwise would limit a Distributee's election under this Article XI, and to the extent allowed under the applicable provisions of the Code, a Distributee who is a Beneficiary, but not a surviving spouse, spouse or former spouse who is an alternate payee may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any part of his or her Account that qualifies as an Eligible Rollover Distribution paid in a direct trustee-to-trustee transfer to an Eligible Retirement Plan that is an individual retirement plan described in clause (i) or (ii) of Code Section 402(c)(8)(B). If such a transfer is made: (1) the transfer shall be treated as an Eligible Rollover Distribution, (2) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C), and (3) Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such individual retirement plan.

d. "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:

- i an individual retirement account described in Code Section 408(a);
- ii an individual retirement annuity (other than an endowment contract) described in Code Section 408(b);
- iii any annuity plan described in Code Section 403(a);
- iv a plan described in Code Section 403(b);
- v a qualified plan described in Code Section 401(a);
- vi an Eligible Deferred Compensation plan which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;
- vii a Roth individual retirement account described in Code Section 408A(e) provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year in which the distribution occurs; and
- viii a SIMPLE IRA described in Code Section 408(p)(1), provided that the rollover contribution is made after the two-year period described in Code Section 72(t)(6).
- ix In the case of a distribution to a non-spouse Beneficiary, an Eligible Retirement Plan means the plans described in subparagraphs (1) and (2) only, to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

e. "Eligible Rollover Distribution", as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, excluding the following:

- i any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the

Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more;

ii any distribution to the extent such distribution is required under Code Section 401(a)(9);

iii the portion of any distribution that is not includible in gross income; however, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, although such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified retirement plan described in Code Section 401(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible; and

iv other items designated by regulations, or by the Commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an Eligible Rollover Distribution.

11.3. **Direct Rollover.**

A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Plan Administrator. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is subsequently distributed from the Eligible Retirement Plan, that portion shall be included in gross income to the extent required under Code Sections 402, 403, or 408.

ARTICLE XII. ADMINISTRATION OF THE PLAN

12.1. **Appointment of a Committee.**

The Board will appoint a Committee to serve as Plan Administrator. The Committee will consist of the following County officials or their designees:

- County Executive Officer
- Director of Human Resources
- Auditor-Controller
- County Counsel
- Treasurer-Tax Collector

The County Executive Officer or his or her designee will serve as Chair. The Treasurer-Tax Collector or his or her designee will serve as Vice-Chair. No member of the Committee will receive additional compensation for services to the Committee.

12.2. 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 an 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. It may employ such counsel, agents, and clerical, accounting, and actuarial services as it may require in carrying out Plan provisions. To the extent permitted by law, it is entitled to rely on all tables, valuations, certificates, opinions, or other reports furnished by such persons.

12.3. Powers and Duties of the Committee.

The Committee has all powers necessary to administer the Plan except to the extent any such powers are vested in any other fiduciary by the Plan or by the Board. The Committee may from time to time establish rules for Plan administration, and it has the exclusive right to interpret the Plan and to decide any matters arising in connection with Plan administration and operation. All its rules, interpretations, and decisions will be applied uniformly to all persons similarly situated and will be conclusive and binding on the County and on Participants and Beneficiaries to the extent permitted by law.

The Committee will complete and certify to the Trustee the amount of retirement, death, or termination benefits payable under the Plan provisions to any Participant or Beneficiary. The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such manner and to such extent as the Committee may deem expedient and the Committee should be the sole and final judge of such expediency.

12.4. Indemnification of the Committee.

To the extent permitted by applicable state law, the County shall indemnify and save 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 Plan, 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 agreement or otherwise, as such indemnities are permitted under state law. Payments with respect to any indemnity of and payment of any expenses and fees under this Article shall be made only from assets of the County and shall not be made directly or indirectly from the Trust Fund.

12.5. **Delegation by Plan Administrator.**

The Committee shall have the power to direct the Trustee in writing with respect to the investment of the Trust Fund or any part thereof. Where investment authority, management, and control of the Trust Fund has been delegated to the Trustee by the Committee, the Trustee shall be that fiduciary with respect to the investment, management and control of the Trust Fund with full discretion in the exercise of such investment, management, and control. Where investment authority, management, and control of the Trust Fund is not specifically delegated to the Trustee, the Trustee shall not be a fiduciary with respect to the investment, management, and control of the Trust Fund and shall be subject to the direction of the Committee regarding the investment, management, and control of such fund, and in such case the Committee shall be the fiduciary with respect to the investment, management, and control of such assets.

It is the intent of all fiduciaries under the Plan that each fiduciary shall be solely responsible for its own acts or omissions. Except to the extent required by applicable state or federal law, no fiduciary shall have the duty to question whether any other fiduciary is fulfilling any or all of the responsibilities imposed upon such other fiduciary by applicable law. No fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the Plan or Trust Fund unless he or she knowingly participates in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take reasonable remedial action to remedy such breach or, through his or her negligence in performing his or her own specific fiduciary responsibilities, has enabled such other fiduciary to submit a breach of the latter's fiduciary responsibilities.

The Committee may delegate to an individual, committee, or organization to carry out its fiduciary duties or other responsibilities under the Plan. Any such individual, committee or organization delegated fiduciary duties shall be a fiduciary until the Committee revokes such delegation. A delegation of the Committee duties or responsibilities may be revoked without cause or advance notice. Such individual, committee, or organization shall have the same power and authority with respect to such delegated fiduciary or other responsibilities as the Committee has under the Plan.

12.6. **Employment of Consultants.**

The Plan Administrator may employ one or more persons to render advice with regard to its responsibilities under the Plan.

**ARTICLE XIII.
AMENDMENT OR TERMINATION OF THE PLAN**

13.1. **Amendment and Termination.**

While it is expected that the Plan shall continue indefinitely, the Board reserves the right to amend, freeze, or terminate the Plan, or to discontinue any further Contributions to the Plan at any time, by action of the Board.

13.2. **Distribution Upon Termination of the Plan.**

The County has the right to completely terminate this Plan at any time and in its sole discretion. In such a case, the Plan Administrator shall arrange for suitable distribution of Plan assets, including the possibility of transfer to another Eligible Deferred Compensation Plan or plans. The Trustee shall not be required to pay out any asset of the Trust Fund to Participants and Beneficiaries or a successor plan upon termination of the Trust until the Trustee has received written confirmation from the Plan Administrator (i) that all provisions of the law with respect to such termination have been complied with, and, (ii) after the Trustee has made a determination of the fair market value of the assets of the Plan, that the assets of the Plan are sufficient to discharge when due all obligations of the Plan required by law. The Trustee shall rely conclusively upon such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

**ARTICLE XIV.
MISCELLANEOUS**

14.1. **Non-Alienation.**

a. A Participant's Account under the Plan shall not be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or any other voluntarily or involuntarily alienation or other legal or equitable process, nor transferable by operation of law.

b. **Qualified Domestic Relations Orders.**

i Notwithstanding paragraph (a), the Plan shall comply with any judgment, decree or order which establishes the right of an alternate payee within the meaning of Code Section 414(p)(8) to all or a portion of a Participant's benefit under the Plan to the extent that it is a "qualified domestic relations order" ("QDRO") under Code Section 414(p). Notwithstanding any other provisions in the Plan, the Plan may make an immediate distribution to the alternate payee pursuant to a QDRO.

ii Where necessary to carry out the terms of such a QDRO, a separate account shall be established with respect to the spouse, former spouse, or child.

iii Any amounts so set aside for a spouse, former spouse or a child shall be paid out in a lump sum as soon as administratively feasible following the date that the QDRO has been approved, unless the QDRO directs a different form of payment or different payment date. Withholding and income tax reporting shall be done with respect to the alternate payee under the terms of the Code as amended from time to time.

c. Notwithstanding paragraph (a), the Plan shall offset from the benefit otherwise payable to a Participant or his or her spouse such amounts as are permitted to be offset under a court order, civil judgment, or settlement agreement in accordance with Code Section 401(a)(13)(C).

d. Notwithstanding paragraph (a), the Plan Administrator may pay from Participant's or Beneficiary's Account under the Plan the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. Except in the case of an alternate payee within the meaning of Code Section 414(p)(8), under no circumstances may a payment under this paragraph (d) take place before a Participant has a Severance Event or reaches age 72 (if the Participant was born after June 30, 1949 or age 70½ if the Participant was born before July 1, 1949), whichever is earlier.

14.2. Military Service

a. Notwithstanding any provisions of this Plan to the contrary, Contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with USERRA, HEART, Code Section 414(u), and Code Section 401(a)(37). For purposes of this Section 14.2, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

b. A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service may elect to make Mandatory Deferrals upon resumption of employment with the Employer up to the maximum Mandatory Deferrals that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Mandatory Deferrals, if any, actually made for the Participant during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for the lesser of (i) five years following the resumption of employment or (ii) a period equal to three times the period of the interruption or leave. Such Mandatory Deferrals by the Participant may only be made during such period and while the Participant is reemployed by the Employer.

c. To the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

d. A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer shall be treated as an Employee of the Employer who is a Participant eligible to make Mandatory Deferrals during such service and the differential wage payment shall be treated as Compensation. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

14.3. Limitation of Rights and Obligations.

Neither the establishment nor maintenance of the Plan, nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

a. as conferring upon any Participant, Beneficiary or any other person any right or claim against the County, Plan Administrator, or Trust, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

b. as a contract or agreement between the County or the Plan Administrator and any Participant or other person; or

c. as an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the County, the Plan Administrator, or any Employee to continue or terminate the employment relationship at any time.

14.4. Federal and State Taxes.

It is intended that Mandatory Deferrals, plus any earnings thereunder, are excludable from gross income for federal and state income tax purposes until paid to Participants or Beneficiaries. However, the Plan Administrator does not guarantee that any particular federal or state income, payroll, or other tax consequence will occur as a result of participation in this Plan.

14.5. Mistaken Contributions.

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

14.6. Erroneous Payments.

If the Plan Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Plan Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Plan Administrator, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Plan Administrator may deduct it when making any future payments directly to that Participant.

14.7. Payments to Minors or Incompetents.

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is determined to be legally incapable of giving valid receipt and discharge for such benefits by a court or by the Plan Administrator, benefits shall be paid to such person as the Plan Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be

considered a payment to the Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

14.8. Missing or Lost Participants.

In the event that the Plan Administrator does not have current contact information for or is unable to identify a Participant or Beneficiary under the Plan, the Plan Administrator shall make reasonable attempts to determine the address and identity of the Participant or Beneficiary entitled to benefits under the Plan. A reasonable attempt to locate a missing or lost Participant or Beneficiary shall include (i) providing notice to the Participant at the Participant's last known address via certified mail; (ii) determining whether the Employer's records or the records of another plan maintained by the Employer has a more current address for the Participant; (iii) attempting to contact any named Beneficiary of the Participant; and (iv) searching for the missing Participant via free electronic search tools, such as Internet search engines, public record databases, obituaries, and social media. If such search methods are unsuccessful, based on the facts and circumstances, the Plan Administrator may use other search methods, including using Internet search tools, commercial locator services, credit reporting agencies, information brokers, investigation databases, and analogous services that may involve charges. The Plan Administrator may charge missing Participants and Beneficiaries reasonable expenses for efforts to find them. In the event that the Plan Administrator is unable to locate a Participant or Beneficiary entitled to benefits under the Plan, the Trustee shall continue to hold the benefits due to such person under the Plan in the Participant's Account.

14.9. No Reversion.

Under no circumstances or conditions will any Contributions revert to, be paid to, or inure to the benefit of, directly or indirectly, the County or the Plan Administrator, but shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan.

IN WITNESS WHEREOF, the County of Ventura has adopted this Plan and caused this instrument to be executed by its officers duly authorized.

On motion of Supervisor Huber, seconded by Supervisor Ramirez, the foregoing instrument was adopted on the 24 day of January, 2021.

COUNTY OF VENTURA, CALIFORNIA

By: Linda Parks
Chair, Board of Supervisors

ATTEST:

Michael Powers
Clerk of the Board of Supervisors,
County of Ventura,
State of California

By: Don Key
Deputy Clerk of the Board



