

RETIREMENT MEDICAL TRUST  
LETTER OF AGREEMENT

**I. PARTIES**

The parties to this agreement are Marion County, by and through Marion County Sheriff's Office, and the Marion County Law Enforcement Association (MCLEA, hereinafter the "Association").

**II. AGREEMENT**

- A. In 2020, the Association established participation in an RMT administered by the PORAC RMT, and the cost of establishing the Trust shall be at no cost to the County. The County is not a party to the trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the trust. In the event the trust becomes insolvent or unable to pay, the County has no financial obligation to the trust, the employees or the Association.
- B. Effective July 1, 2022, the County will deduct from employees gross wages and transfer a pre-tax employee contribution for each employee on an ongoing basis of fifty dollars (\$50.00) biweekly. Additionally, beginning on the second pay period in January of 2023 the county will contribute for each employee twenty-five dollars (\$25.00) a month. Beginning in the second pay period of July, 2023, the county will contribute for each employee fifty dollars (\$50.00) a month until the expiration of this letter of agreement on June 30, 2024. The County contribution outlined herein does not create any precedent. There shall be no employee election available to take the employee contribution amount in cash, or to determine the employee contribution amount.
- C. The County will comply with reasonable rules set by the Trust Office with regard to reporting and depositing the required contributions set forth above. . In the event the reporting requirement of the Trust requires reporting beyond that which the County typically provides, the County will require the Association to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the County will secure the Association's authorization
- D. any nature which may arise as a result of the operation of the PORAC RMT, except for the obligation of the County to remit and report the non-elective transfer of employee contributions as described above.
- E. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.

F. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any County health insurance funding program, unless changed by mutual written agreement of the parties. The contributions set forth above, unless otherwise dictated by law or rules set forward by the Public Employees Retirement System (PERS), shall be included as salary for purpose of calculating pension benefits.

**III. CONCLUSION**

This agreement shall become effective no later than July 1, 2022, and ends June 30, 2024. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

FOR THE ASSOCIATION

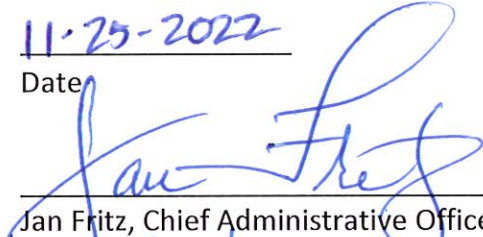
  
\_\_\_\_\_  
Jeremy Schwab, Association President

11/1/2022  
Date


FOR THE COUNTY

  
\_\_\_\_\_  
Joe Kast, Sheriff

11-25-2022  
Date

  
\_\_\_\_\_  
Jan Fritz, Chief Administrative Officer

11/28/2022  
Date

  
\_\_\_\_\_  
Salvador Llerenas, Chief Human Resources Officer

11/28/22  
Date