

# Attachment 4

## AGREEMENT BETWEEN THE COUNTY OF SANTA CRUZ AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION RELATING TO PARTICIPATION IN THE COUNTY'S DEFERRED COMPENSATION PLAN

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2006, between the County of Santa Cruz ("COUNTY") and the Santa Cruz County Regional Transportation Commission with respect to the inclusion of Santa Cruz County Regional Transportation Commission ("COMMISSION") employees as participants in the COUNTY's Deferred Compensation Plan ("the Plan"). The Plan is a defined contribution retirement program as described in Internal Revenue Code section 457.

WHEREAS, the COUNTY is a political subdivision of the State of California which has established the Plan in accordance with IRC Section 457 for the purposes of providing retirement plan benefits to employees; and

WHEREAS, the COMMISSION is a public entity formed pursuant to State law; and

WHEREAS, the COMMISSION uses the payroll services of the COUNTY's Auditor-Controller; and

WHEREAS, the COUNTY has an existing contract with ICMA-RC for the administration of its deferred compensation program and ICMA-RC is willing to include COMMISSION employees in such administration; and

WHEREAS, the COMMISSION desires to provide a deferred compensation benefit to its employees, and warrants by signature below that those persons are eligible to participate in an IRC § 457 plan;

NOW, THEREFORE, the parties agree as follows:

1. **ELIGIBILITY OF COMMISSION EMPLOYEES TO PARTICIPATE IN PLAN.**  
Subject to the provisions herein, any COMMISSION employee filling a budgeted position in permanent status, or on an authorized leave of absence from a budgeted position, may elect to be a Participant in the Plan. A COMMISSION employee participating in the Plan shall be entitled to the rights, benefits and privileges granted to a Participant by the Plan.

A. All COMMISSION employees seeking to become Participants in the Plan shall agree in writing to be bound by the terms, conditions and limitations imposed by the COUNTY in its administration of the Plan.

B. Pursuant to the existing contract between COUNTY and ICMA-RC, ICMA-RC shall be the sole and exclusive provider of deferred compensation administrative services to COMMISSION. Should COUNTY contract with a different provider of administrative services, or should the terms of its contract with such provider change, COMMISSION agrees to be bound by the terms of such contract in regard to sole and exclusive provider status.

2. **STATUS OF PLAN DOCUMENT.** The Santa Cruz County Deferred Compensation Plan document, as adopted and periodically revised by the Santa Cruz County Board of Supervisors, shall provide the exclusive basis for the administration of the Plan for all COUNTY and COMMISSION employees, and is incorporated into this agreement by this reference.

3. **REPRESENTATION.** Both parties acknowledge that COUNTY does not and cannot represent or guarantee that any particular federal or state income, payroll or other tax consequences will occur by reason of an employee's participation in the COUNTY's Plan.

4. **INDEMNIFICATION.** SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purposes of this paragraph shall include without limitation the officers, agents, employees and volunteers of COUNTY) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain relating to a COMMISSION employee's participation in the Plan, including, but not limited to, a loss of principal and or interest by the participating employee or a beneficiary of a participating employee.

5. **TERM.** The term of this contract shall be continuous from its effective date, above, until terminated in accordance with Paragraph 6.

6. **TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

7. **ADMINISTRATIVE EXPENSES.** The COMMISSION shall pay COUNTY an annual administrative fee of \$50.00 per COMMISSION employee participating in the Plan as of Pay Period 26. The fee shall compensate COUNTY for the fiscal and administrative services it provides, and shall be billed annually by the COUNTY.

8. **MODIFICATIONS.** No alterations or variations of this agreement shall be valid unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first  
above written.

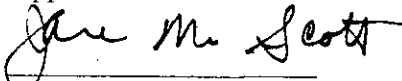
COUNTY OF SANTA CRUZ

SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION

By \_\_\_\_\_  
SUSAN A. MAURIELLO  
County Administrative Officer

By \_\_\_\_\_

Approved as to form:

  
Assistant County Counsel