

Exhibit 2

**AMENDMENT TO THE MEMORANDUM OF
AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
THE VENTURA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura County Deputy Sheriffs' Association (VCDSA) that sets forth the terms and conditions of employment of all County employees represented by VCDSA for the period between July 27, 2021 through July 27, 2024.

The County and the VCDSA agree to amend Article 29 – Association Rights of the 2021-2024 MOA as follows:

Sec. 2901 - VCDSA BUSINESS AND PAID WORK TIME:

~~B. Each calendar year, a maximum aggregate total of up to one thousand forty (1,040) hours of administrative leave shall be made available to the VCDSA President for the purpose of conducting association business.~~

B. ASSOCIATION RELEASE FOR THE VCDSA PRESIDENT

VCDSA shall have the option to cause the County to release the VCDSA President for up to 2,080 hours annually to conduct association business, while remaining on the County payroll. The VCDSA President shall serve in such capacity and be compensated on the basis of a "normal 80-hour biweekly work period" as defined in Sec. 1001 of the MOA. The rate of compensation for the VCDSA President shall include base hourly rate and benefits, except for the following: Article 6 - Premium Pay, Article 8 – Other Compensable Benefits - Sec. 801 (Mileage Reimbursement); Sec. 802 (Necessary and Actual Expenses; and Sec. 806 (Personal Property Reimbursement). The VCDSA President shall continue to earn continuous service credit in his/her civil service classification while on Association Release time. All normal employer contributions and employee deductions shall remain in effect for the duration of the Association Release.

No FLSA or contractual overtime will be paid for work performed on behalf of the VCDSA. Work performed by the VCDSA President for VCDSA does not constitute outside employment for which permission of the County is required.

Association Release time shall not be deemed as "time worked" or "hours worked" for the purposes of FLSA overtime, pursuant to Article 11 (Overtime) of this MOA.

VCDSA shall, other than in mutually agreed upon exigent circumstances provide the County thirty (30) calendar days advance written notice whenever (1) requesting Association Release for the President; (2) there is a change in the identity of the

President who is to be released; (3) it desires to suspend its option to secure Association Release for its President; and (4) it desires to reinstate the option.

Nothing in this section shall prohibit the VCDSA President who is released from electing to work for the County subject to and with the approval and consent of the Sheriff, or their designee. The VCDSA President shall receive from the County appropriate compensation and benefits for any such work.

The Sheriff, or their designee, may revoke the Association Release for the VCDSA President during a state of local emergency, as declared by the County Board of Supervisors, to provide response to the emergency and ensure the continuity of safety operations. The VCDSA President shall receive from the County appropriate compensation and benefits for any such work.

During any such time as VCDSA President elects to work for County or is required to work for County during a state of local emergency, and for which time VCDSA President receives appropriate compensation for such work, VCDSA President shall not also receive compensation for release time.

VCDSA agrees to indemnify, defend (by paying all defense costs), save and hold harmless, County, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and cause of action, including wrongful death arising out of or any manner connected with the performance of services by the VCDSA President and/or the agents, servants or employer, for VCDSA.

The provisions of Section 2901 (B) shall expire at midnight on July 27, 2024.


Agreed to this 18 day of October, 2023, by:

FOR THE COUNTY:



Shawn Atin
Asst. County Executive Officer /
Director of Human Resources

FOR VCDSA:



Nick Odenath
President