

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

FINANCE COMMITTEE
MARK GREBNER, CHAIR
THOMAS MORGAN
TODD TENNIS
BRYAN CRENSHAW
MARK POLSDOFER
RANDY SCHAFER
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, AUGUST 21, 2019 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [July 17, 2019](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Financial Services – Presentation of the Audit and Financial Statements
2. Animal Control – Resolution to Authorize the Purchase of a New Mobile Adoptions [Transport Vehicle](#)
3. Facilities Department
 - a. Resolution to Authorize an Agreement with [ICS Holdings LLC](#) to Lease Space for the 9-1-1 Center's Public Safety Radio System Replacement Project
 - b. Resolution to Authorize an Agreement with [Vidcom Solutions](#) for the Access Control at Multiple Ingham County Facilities
 - c. Resolution to Authorize a One Year Contract Extension with Capitol Walk Parking LLC, for the [Parking Spaces](#) Located at Lenawee and Chestnut in Lansing
 - d. Resolution to Authorize a Contract Renewal with Clean Investments Inc. for [Janitorial Services](#) at New Hope
 - e. Resolution to Authorize a Purchase Order to be Issued to [Jimmerson Roofing](#) for the Replacement of the Drain Commissioners Pole Barn Roof
 - f. Resolution to Authorize an Agreement with Roger Donaldson AIA for [Architectural Services](#) for the Renovation of Three Additional Offices on the Second Floor of the Human Services Building
 - g. Resolution to Authorize an Agreement with [Superior Electric](#) of Lansing Inc. for the Replacement of the Uninterrupted Power System at the Mason Historical Courthouse
4. 9-1-1 Dispatch Center – Resolution for the Renewal and Extension of the Technical Services Agreement with [Word Systems, Inc.](#)
5. Parks Department – Resolution Declaring that a Fifth Round of [Applications](#) for the Trails and Parks Millage Funds will be Taken Beginning August 28, 2019
6. Equalization Department – Resolution Appointing [William E. Fowler](#) as Acting County Grant Administrator for the 2019 Ingham County Remonumentation Project

7. Health Department
 - a. Resolution to Authorize an Agreement with [Comcast](#) for Public Education Advertising about Lead
 - b. Resolution to Authorize an Agreement with Michigan [Community Health Workers Alliance](#)
 - c. Resolution to Authorize an Agreement with [Open-MSU](#)
 - d. Resolution to Accept an Award through National Maternal and Child Oral Health Resource Center at [Georgetown University](#)
 - e. Resolution to Authorize an Agreement with the [Inline Group](#) for Provider Recruiting
 - f. Resolution to Amend the Pediatric Physician Agreement with [MSU CHM](#)
 - g. Resolution to Amend the Pediatric Physician Agreement with [MSU COM](#)
 - h. Resolution to Authorize an [Amendment to Resolution #19-247](#)
 - i. Resolution to Extend the Lease Agreement for [1115 S. Pennsylvania Ave](#)
 - j. Resolution to Authorize an Agreement with [West Interactive Services](#)
8. Potter Park Zoo – Resolution to Accept a Monetary [Donation](#) from the Potter Park Zoological Society
9. Road Department
 - a. Resolution to Authorize an [Oil and Gas](#) Lease Agreement for the Property Located on Kipp Road
 - b. Resolution to Approve a Second Party Agreement with the Michigan Department of Transportation (MDOT) and a Third Party Agreement with Delhi Charter Township in Relation to a Federally Funded [Safe Routes to School Project](#) for the Holt Public School District
10. Human Resources Department
 - a. Resolution Certifying Representatives for the [MERS 2019](#) Retirement Conference
 - b. Resolution Amending and Restating the Ingham County [Deferred Compensation Plan](#)
11. Innovation and Technology Department
 - a. Resolution to Approve the Renewal of the [Informacast](#) Support Subscription
 - b. Resolution to Approve Renewal of [PACC/PAAM](#) Licensing and Support
12. Controller/Administrator's Office – Resolution to Approve the [Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement](#)

Announcements
Public Comment
Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES
OR SET TO MUTE OR VIBRATE TO AVOID
DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.

FINANCE COMMITTEE

July 17, 2019

Draft Minutes

Members Present: Grebner, Crenshaw, Maiville, Polsdofer, Schafer, and Tennis.

Members Absent: Morgan.

Others Present: Undersheriff Andrew Bouck, Bill Conklin, Rick Terrill, Tim Morgan, Melissa Buzzard, Michael Townsend, Beth Foster, and others.

The meeting was called to order by Chairperson Grebner at 6:00 p.m. in Conference Room D & E of the Human Services Building, 5303 South Cedar Street, Lansing, Michigan.

Approval of the June 19, 2019 Minutes

WITHOUT OBJECTION, CHAIRPERSON GREBNER STATED THE JUNE 19, 2019 MEETING MINUTES WERE APPROVED AS PRESENTED. Absent: Commissioner Morgan.

Additions to the Agenda

2. Law and Courts Committee – Resolution to Adopt the 2020 Juvenile Justice Community Agency Process Calendar

The Law & Courts Committee amended the resolution as follows:

WHEREAS, the Ingham County Board of Commissioners wishes to adopt a resolution to establish the 2020 Juvenile Justice Community Agency Process and to reserve Juvenile Justice Millage funds in the amount of \$ ————— **125, 000** for this purpose.

Limited Public Comment

None.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. MAIVILLE, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

2. Law and Courts Committee – Resolution to Adopt the 2020 Juvenile Justice Community Agency Process Calendar
3. Parks Department
 - a. Resolution to Authorize a Contract with L. J. Trumble Builders, LLC
 - b. Resolution to Authorize a Contract with Rowe Professional Services Company
 - c. Resolution to Authorize an Amendment to Resolution #19-047

4. Health Department
 - a. Resolution to Authorize Amendment # 4 to the 2018 - 2019 Comprehensive Agreement with the Michigan Department of Health and Human Services
 - b. Resolution to Authorize a 2019 - 2020 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement
 - c. Resolution to Enter Agreement with Cure Violence Global
 - d. Resolution to Authorize an Agreement with Redhead Design Studio for the Development of a Mass Media Campaign to Reduce HIV Stigma
 - e. Resolution to Authorize an Agreement with KAC Consulting, LLC for the Evaluation of a Mass Media Campaign
 - f. Resolution to Authorize an Agreement with Various Vendors for a Medical Marihuana Public Education Campaign
 - g. Resolution to Authorize an Agreement with MVN (Motor Vehicle Network)
 - h. Resolution to Authorize an Agreement with Continental Canteen
 - i. Resolution to Authorize an Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner Services
 - j. Resolution to Authorize an Agreement with Zoom Video Communications
 - k. Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors
5. Circuit Court – Resolution to Authorize a New Contract with MGT of America Consulting, LLC for the Preparation of a County Wide Cost Allocation Plan
6. Innovation and Technology Department
 - a. Resolution to Revise the Ingham County Cell Phone Policy
 - b. Resolution to Approve a Change in the Outbound Access Number for County Phone System
7. Road Department
 - a. Resolution to Approve Local Road Agreements with Ingham, Locke, Onondaga, and White Oak Townships
 - b. Resolution to Execute Waterborne Centerline Pavement Marking Agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville
 - c. Resolution to Update the Ingham County Road Department Permit Fee Structure
 - d. Resolution to Retain As-Needed Engineering Design Services for 2019-2021
8. Facilities Department – Resolution to Authorize an Agreement with Safety Systems Inc. for Installation of an Additional Temperature Sensor and for Annual Alarm Monitoring Services at the Human Services Building
9. Controller/Administrator's Office – Resolution to Authorize Budget Adjustments for 2019 based on the Annual Evaluation of the County's Financial Reserve Policy

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Morgan.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioner Morgan.

1. Sheriff's Office – Resolution to Approve an Extended Police Services Agreement with the Village of Webberville Covering the Period of January 1, 2020 through December 31, 2023

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE RESOLUTION.

Chairperson Grebner asked about the historical changes to this agreement over time. He further stated that now it was being costed more fully than it was previously.

Undersheriff Andrew Bouck stated that he found the original resolution.

Chairperson Grebner asked what the date of the original was.

Undersheriff Bouck stated that was June 28, 1994.

Chairperson Grebner stated that the County now charged \$70 per law enforcement hour and asked what the County was charging before, like 3 years ago.

Undersheriff Bouck stated that he could not be sure because he did have the break down sheets from the previous contract, but that he worked diligently with the Controller to accurately reflect the true cost.

Chairperson Grebner stated that he has always asserted that charging 70% of the allocated cost was good because it was better to have most of the cost paid, as in Webberville and Delhi, rather than to have people freeloading.

Undersheriff Bouck stated that the Sheriff's Department was making progress. He further stated that this was his first time working on the Webberville contract and he wanted to make sure it was fair, accurate, and done right.

Chairperson Grebner stated that in the past the County had a contract with Stockbridge and also one officer in Alaiedon Township, the latter of which was funded by a grant during the Clinton Administration. He further stated that it would be nice to get to the point to work with Stockbridge, Leslie, and Williamston.

Commissioner Schafer asked what happened if an officer responded to a call outside the Village.

Undersheriff Bouck stated that that was noted, documented and delivered to the Village Board so they and would not be billed for that time.

Commissioner Schafer stated that there is a lot of activity on I-96 and M-52 that might pull officers away.

Undersheriff Bouck stated that it was a first closest car scenario to respond to those accidents. Chairperson Grebner asked how much time had to be reallocated for situations like that.

Undersheriff Bouck stated that if he had to estimate, it might happen 20-30 times a year.

Discussion.

Chairperson Grebner stated that the County ought to feel very generous in working with Webberville and Delhi because they participate in making this work. He further stated that it would nice to someday talk to places like Aurelius and Alaiedon, where they do not put up money for their own policing and are chronically in a position where they need police services.

Discussion.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY. Absent: Commissioner Morgan.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:08 p.m.

AUGUST 21, 2019 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

The Controller's Office recommends approval of the following resolutions:

2. Animal Control – *Resolution to Authorize the Purchase of a New Mobile Adoptions Transport Vehicle for the Ingham County Animal Shelter*

This resolution will authorize the purchase of a new 2020 Ford Transit Van with outfitting and decals from Gorno Ford from funds donated to the Ingham County Animal Shelter. The Van will replace a nearly 15 year old vehicle with approximately 143,000 miles that is used for mobile adoptions to transport shelter animals to and from adoption events as well as tables and supplies to outreach events and other community programs. The vehicle will be purchased utilizing the State of Michigan MiDEAL Extended Purchasing Program, Contract #071B7700181 at a not-to-exceed cost of \$60,000.

See memo for details.

3a. Facilities – *Resolution Authorizing an Agreement with ICS Holdings LLC. to Lease Space for the 9-1-1 Center's Public Safety Radio System Replacement Project*

Temporary storage space is needed as part of the Public Safety Radio System Replacement Project. The necessary space has been identified in a suitable location and at a reasonable cost. This resolution will authorize entering into a lease agreement with ICS Holdings LLC for the period of December 1st 2019 thru May 31st 2021 with a six month option to renew for the monthly cost of \$3,710.00.

3b. Facilities – *Resolution Authorizing an Agreement with Vidcom Solutions for the Access Control at Multiple Ingham County Facilities*

This resolution will authorize entering into an agreement with Vidcom Solutions for the access controls at multiple Ingham County facilities for an amount not to exceed \$48,936.50. Several locations are in need of an additional burglar alarm system and access controls for security purposes. The affected location are the Health Department at the Human Services Building, the Ingham County Family Center, the Public Defender's Office, the Prosecutor's Office and Pretrial Services at the Grady Porter Building, and the Public Defender's Office on Washington Square.

See memo for details.

3c. Facilities Department – *Resolution to Authorize a One Year Contract Extension with Capitol Walk Parking LLC, for the Parking Spaces Located at Lenawee and Chestnut in Lansing*

On August 26, 2014 the Board of Commissioners approved Resolution #14-340 to lease 98 parking spaces from Capitol Walk Parking, LLC for use by employees at Veteran's Memorial Courthouse. These spaces were leased to replace 98 parking spaces leased at the former YMCA. Subsequent resolutions were approved in 2015 (Resolution #15-269 and #15-344) to increase available parking spaces to 111. The Facilities Department requests approval of a resolution to exercise a one-year contract extension with Capitol Walk Parking thru June of 2020 at the current monthly rate of \$6,660.

3d. Facilities Department – Resolution to Authorize a Contract Renewal with Clean Investments Inc. for Janitorial Services at New Hope

The Facilities Department oversees a contract with Clean Investments Inc. for janitorial services at New Hope Community Health Center. The contract with Clean Investments Inc. expired on July 31, 2019. The Facilities Department seeks approval of a resolution to exercise a one-year contract renewal at the current monthly rate of \$1,100.

3e. Facilities Department – Resolution to Authorize a Purchase Order to be Issued to Jimmerson Roofing for the Replacement of the Drain Commissioners Pole Barn Roof

The roof of the Drain Commissioner pole barn has deteriorated. Fiberglass is exposed and shingles are lost with each windstorm. Due to the age of the roof it needs to be replaced. The Facilities Department recommends approval of a resolution to authorize issuance of a purchase order to Jimmerson Roofing for replacement of the roof at a cost not to exceed \$9,890.

3f. Facilities Department – Resolution to Authorize an Agreement with Roger Donaldson AIA for Architectural Services for the Renovation of Three Additional Offices on the Second Floor of the Human Services Building

Three additional offices are needed on the second floor for administrative staff being relocated from the River Oak Clinic, and for other Health Department staff. The Facilities Department recommends approval of a resolution to authorize an agreement with Roger Donaldson AIA for architectural services associated with the renovation at a total cost not to exceed \$5,840.

3g. Facilities Department – Resolution to Authorize an Agreement with Superior Electric of Lansing Inc. for the Replacement of the Uninterrupted Power System at the Mason Historical Courthouse

The Uninterrupted Power System (UPS) at the Mason Historical Courthouse provides backup power for the life safety systems in the event of an emergency. After 24 years, the UPS has outlived its life expectancy and needs to be replaced. The Facilities Department recommends approval of a resolution to authorize an agreement with Superior Electric to replace the UPS at a cost not to exceed \$31,500.

4. 9-1-1 Dispatch Center – Resolution for the Renewal and Extension of the Technical Services Agreement with Word Systems, Inc.

This resolution will authorize extending the contract with Word Systems, Inc. for system maintenance and support of the NICE logging recorder system for the period of October 1, 2019 through September 30, 2024 for a total cost of \$75,637.00. Word Systems, Inc. is the only provider of NICE products and systems in the state of Michigan and the 9-1-1 Center has been pleased with the quality of service provided by Word Systems, Inc.

See memo for details.

5. 9-1-1 Dispatch Center – Resolution Declaring that a Fifth Round of Applications for the Trails and Parks Millage Funds will be Taken Beginning August 28, 2019

This resolution authorizes a fifth round of applications from the Trails and Parks Millage fund in year 2020, as recommended by the Parks & Recreation Commission at their July 22, 2019 meeting.

6. Equalization Department – Resolution Appointing William E. Fowler as Acting County Grant Administrator for the 2019 Ingham County Remonumentation Project

On November 13, 2018 the Board of Commissioners adopted Resolution #18-458 naming the Deputy Equalization Director as County Grant Administrator for the County Remonumentation project. Following retirement of the Deputy Equalization Director, it is necessary to name an Acting County Grant Administrator for the remainder of 2019. A resolution is proposed to assign that responsibility to the Equalization Director.

7a. Health Department - Resolution to Authorize an Agreement with Comcast for Public Education Advertising about Lead

This resolution authorizes an agreement with Comcast for the period of August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750 for public education advertising regarding lead and lead testing among children. The Michigan Department of Health and Human Services (MDHHS) has awarded ICHD with Child Lead Poisoning Prevention Project funds which will cover the entire cost of the agreement.

7b. Health Department - Resolution to Authorize an Agreement with Michigan Community Health Workers Alliance

This resolution authorizes an agreement with Michigan Community Health Workers Alliance (MICHWA) and the Detroit Health Department to provide Community Health Worker (CHW) training and certification. This agreement will be effective September 1, 2019 through December 31, 2019. The cost of up to \$20,000 will come from the departmental budget.

7c. Health Department - Resolution to Authorize an Agreement with Open-MSU

This resolution authorizes an agreement with OPEN-MSU to allow ICHD to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities effective August 5, 2019 to August 3, 2020. The total cost is \$7,500 and funds are included in the budget.

7d. Health Department - Resolution to Accept an Award through National Maternal and Child Oral Health Resource Center at Georgetown University

This resolution authorizes acceptance of an award totaling \$10,000 for ICHD's CHCs for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

7e. Health Department - Resolution to Authorize an Agreement with the Inline Group for Provider Recruiting

This resolution authorizes an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021. The cost is \$1,250/month with the overall cost being \$30,000 for a 24 month subscription. The amount will be covered by CHC Administrative contractual funds.

7f. Health Department - *Resolution to Amend the Pediatric Physician Agreement with MSU CHM*

This resolution amends resolution #15-446 with Michigan State University's College of Human Medicine (MSU CHM) for pediatric services by renewing the agreement for an additional four years and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023.

7g. Health Department - *Resolution to Amend the Pediatric Physician Agreement with MSU COM*

This resolution amends resolution #15-447 with the Michigan State University's College of Osteopathic Medicine agreement for pediatric services by renewing the agreement for an additional four years and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023.

7h. Health Department - *Resolution to Authorize an Amendment to Resolution #19-247*

This resolution authorizes an amendment to resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will renew on an automatic basis for one subsequent year.

7i. Health Department - *Resolution to Extend the Lease Agreement for 1115 S. Pennsylvania Ave*

This resolution extends the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022. Currently the rent for 1115 S. Pennsylvania Ave. is \$208,073.72 a year. With the amended agreement, the cost will be \$167,944.48, a savings of \$40,129.24. There is also a cost savings of \$82,958 after the Willow site closes down and moves into the 1115 S. Pennsylvania Ave. location.

7j. Health Department - *Resolution to Authorize an Agreement with West Interactive Services*

This resolution authorizes an agreement with WISC for providing laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and the Ingham Community Health Centers (IHCs) effective July 1, 2019 through June 30, 2022.

8. Potter Park Zoo – *Resolution to Accept a Monetary Donation from the Potter Park Zoological Society*

Potter Park Zoological Society is a private, 501c (3) nonprofit organization that raises funds to support the Potter Park Zoo. Many local individuals, businesses, and organizations support the Zoo through donations to the Zoological Society. Charitable gifts received from the Society are used solely and exclusively to benefit Potter Park Zoo by assisting in providing quality visitor experience and helping to achieve the Zoo's mission to "Inspire people to conserve animals in their natural world."

On May 9, 2017 the Board of Commissioners approved Resolution #17-186 to authorize acceptance of unrestricted monetary and physical donations, or restricted monetary and physical donations up to \$25,000 from the Potter Park Zoological Society to Potter Park Zoo. Potter Park Zoo seeks approval of a resolution to allow acceptance of a monetary donation from the Potter Park Zoological Society in the amount of \$35,715.

9a. Road Department – *Resolution to Authorize an Oil and Gas Lease Agreement for Property Located on Kipp Road*

The Road Department seeks approval of a resolution to enter into an Oil and Gas lease agreement with Jordan Development Company, L.L.C. Ingham County owns a 0.46-acre parcel of land on Kipp Road in Vevay

Township near a planned oil and gas well site on neighboring property. The former Road Commission was required to purchase this parcel in 2007 for widening Kipp Road near the Hull Road intersection. The proposal from Jordan Development offers a one-time payment of \$300 for the Oil and Gas lease agreement, plus a small portion of royalties if the oil and gas well produces any product. If approved by the Board of Commissioners, the proposed agreement will be forward to the Ingham County Attorney to negotiate a favorable agreement.

9b. Road Department – Resolution to Approve a Second Party Agreement with the Michigan Department of Transportation (MDOT) and a Third Party Agreement with Delhi Charter Township in Relation to a Federally Funded Safe Routes to School Project for the Holt Public School District

Safe Routes to School is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT). On August 22, 2017 the Board of Commissioners approved Resolution 17-300 to authorize an application for funding through the Safe Routes to School program to construct sidewalks, crosswalks and related improvements throughout Delhi Township. These projects would be designed to enable and encourage children to safely walk and bike to school. MDOT requires a formal commitment from the “Act 51 eligible agency” (the Road Department) to receive these funds and implement the infrastructure project. The Road Department recommends approval of a resolution to authorize a contract with the State of Michigan/MDOT to effect construction of the District Wide Safe Routes to School Project, on behalf of Delhi Charter Township and the Holt Public School District, for a total estimated cost of \$1,089,400. The proposed resolution also authorizes a third-party agreement with Delhi Charter Township to also effect construction of the District Wide Safe Routes to School Project.

10a. Human Resources Department – Resolution Certifying Representatives for the MERS 2019 Retirement Conference

Municipal Employees’ Retirement System (MERS) will hold its 73rd Annual Meeting at Grand Traverse Resort on October 3 and October 4, 2019. Governing bodies of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members and appoint an officer delegate of the governing body. The elected Employee Delegate for the 2019 MERS Annual Conference is Jill Bauer, Administrative Analyst, Budget Office, and following approval by the Board, the Officer Delegate will be Human Resources Director Sue Graham.

10b. Human Resources Department – Resolution Amending and Restating the Ingham County Deferred Compensation Plan.

Resolution #80-357 adopted the original Ingham County Deferred Compensation Plan and Resolution #08-079 approved on March 25, 2008 amended and restated the original Ingham County Deferred Compensation Plan. Since that time, amendments and changes to the tax laws have occurred. A resolution is offered to recognize an updated plan document include all amendments and tax law changes.

11a. Innovation and Technology Department – Resolution to Approve the Renewal of the Informacast Support Subscription

Informacast is an emergency telephone notification platform implemented in 2013 to inform staff of situations at their locations. The system did not required changes since implementation, so support was allowed to lapse in the 2016 budget to save money. A support contract must now be reinstated in order to make the system current. The Innovation and Technology Department recommends approval of a resolution to secure Informacast support for five years and ensure this useful tool is able to be used effectively across the County at a cost not to exceed \$38,430.

11b. Innovation and Technology Department – Resolution to Approve Renewal of PACC/PAAM Licensing and Support

The County Prosecutor's Office relies on software created for the Prosecuting Attorneys Coordinating Council and Prosecuting Attorneys Association of Michigan (PACC/PAAM) for case tracking, victims' rights notifications and warrant charging guidance information. It is a creation of PAAM and is used by many Michigan counties. It serves as a hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections. The Innovation and Technology Department recommends approval a resolution for licensing and support renewal at a cost not to exceed \$22,891.

12. Controller's Office – Resolution to Approve the Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement

On October 9, 2018 the Board of Commissioners approved Resolution #18-411 to authorize participation in a regional Multiple Employer Welfare Arrangement (MEWA) to be administered by Michigan Association of Counties (MAC). Unfortunately, MAC subsequently determined that their organization would not administer the plan as originally proposed. Their decision resulted in a need to formally establish a consortium tasked with administration of the MEWA. Having already determined that furnishing medical benefits under the MEWA model is in their combined best interest, representatives of Ingham County, the City of Lansing, and the Community Mental Health Authority of Clinton, Eaton and Ingham met over several months to draft a mutually acceptable municipal cooperation agreement. A resolution is offered to approve the Municipal Cooperation Agreement and to rescind Resolution #18-411.

PRESENTATION/DISCUSSION/OTHER ITEM:

1. Financial Services - Presentation of the December 31, 2018 Audit and Financial Statements

Agenda Item 2

TO: Board of Commissioners Law and Courts Committee
FROM: Jodi LeBombard, Director
DATE: 08/05/2019
SUBJECT: Authorization for Purchase of New Animal Shelter Van
For the meeting agendas of August 15 and 21

BACKGROUND

Ingham County Animal Shelter has a mobile adoptions van to transport shelter animals to and from adoption events as well as tables/supplies to outreach events or other community programs. The mobile adoption van is in need of replacement. It is approaching 15 years old and has well over 143 thousand miles on it. The van decals are faded and unkempt looking and have out of date information on them. The van is consistently in and out the repair shop for maintenance to keep the vehicle road safe. These continuous repairs can be costly to the department. In addition, animal shelter staff and volunteers have expressed concerns for safety of themselves and animals being transported due to the van's unreliability if the vehicle continues to be used on a regular basis. ICAC Shelter Director concurs with the safety concerns.

In March of 2019 Deborah (Debbie) Guerre unexpectedly passed away. Debbie was a very active volunteer a number of years ago at the Ingham County Animal Shelter. Debbie's passion with volunteering at the shelter was focused on her love for community outreach and finding shelter pit bulls new homes. Upon her passing, ICAC was notified that Debbie named the Ingham County Animal Shelter as her beneficiary. ICAC recently received several checks totaling over \$100,000 as a result. The Shelter Director feels using a portion of the donated funds (about \$60,000 or less) towards a replacement mobile adoption vehicle would be an acceptable use of funds. This new mobile adoption vehicle would be fully outfitted with animal transport equipment and new exterior graphics to promote ICAC in the community. The ICAC Director plans to have an "In memory of Debbie Guerre" plaque placed on the van to honor Ms. Guerre's generous donation for years to come.

FINANCIAL IMPACT

See above.

The new vehicle will be purchased from Gorno Ford utilizing the State of Michigan MiDEAL Extended Purchasing Program, Contract #071B7700181. Ingham County is an active member of MiDEAL.

OTHER CONSIDERATIONS

The shelter van is past its usable life and needs to be replaced for safety reasons.

RECOMMENDATION

With the information provided above, I respectfully ask for approval of the attached resolution to proceed with purchasing the new vehicle for our animal shelter.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW MOBILE
ADOPTIONS TRANSPORT VEHICLE**

WHEREAS, the Ingham County Animal Shelter has a mobile adoptions van to transport shelter animals to and from adoption events as well as tables/supplies to outreach events; and

WHEREAS, the present vehicle is in need of replacement as it was purchased in 2005 (approaching 15 years old) and has over 143,150 miles; and

WHEREAS, in addition to the high miles the vehicle is consistently in and out of the repair shop for repairs costing continued fees for maintenance to keep the vehicle road safe; and

WHEREAS, animal shelter staff and volunteers have expressed concerns for safety due to the unreliability if the vehicle continues to be used on a regular basis; and

WHEREAS, in March of 2019 Deborah (Debbie) Guerre, a very active volunteer a number of years ago at the Ingham County Animal Shelter, unexpectedly passed away; and

WHEREAS, Debbie's passion with volunteering at the shelter was focused on her love for community outreach and finding shelter pit bulls new homes; and

WHEREAS, upon her passing, ICAC was notified that Debbie named the Ingham County Animal Shelter as her beneficiary and has recently received several checks totaling over \$100,000 as a result; and

WHEREAS, the ICAC shelter seeks to purchase a new mobile adoption vehicle, outfitting, and decals with the funding, and a plaque will be placed on the van "In memory of Debbie Guerre" to thank her for her long lasting generous financial contribution to the ICAC shelter; and

WHEREAS, a request is made to purchase a new 2020 Ford Transit Van including outfitting and decals anticipated to cost approximately \$60,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the purchase of a new 2020 Ford Transit Van with outfitting and decals from Gorno Ford with the donated funds at a not-to-exceed cost of \$60,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary budget transfers authorized by this resolution.

Agenda Item 3a

TO: Board of Commissioners, Law & Courts, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing an Agreement with ICS Holdings LLC, to Lease Space for the 9-1-1 Center's Public Safety Radio System Replacement Project

For the meeting agendas of: August 15, 20 & 21

BACKGROUND

The 9-1-1 Center operations is currently underway with a replacement project for their public safety radios. A lease agreement with ICS Holdings LLC would be able to provide the space needed to accomplish this type of project. The lease agreement would be for the period of December 1st 2019 thru May 31st 2021 with a 6 month option to renew. The space is 5,000 square feet and property is located at 4213 Legacy Parkway, Lansing, Michigan. ICS Holdings LLC has submitted a proposed monthly lease amount of \$3,710.00 this does not include utilities, which will be paid for separately from the same fund account.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in the 9-1-1 Emergency Telephone Fund.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, both the Facilities Department and 9-1-1 Center respectfully recommends approval of the attached resolution to support an agreement for a lease with ICS Holdings LLC for 5,000 square feet of space located at 4213 Legacy Parkway, Lansing, MI.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICS HOLDINGS LLC. TO LEASE SPACE FOR THE 9-1-1 CENTER'S PUBLIC SAFETY RADIO SYSTEM REPLACEMENT PROJECT

WHEREAS, space is needed for the Public Safety Radio System Replacement Project; and

WHEREAS, property located at 4213 Legacy Parkway, Lansing Michigan will provide the necessary space to accomplish this type of project; and

WHEREAS, it is the recommendation of both the Facilities Department and 9-1-1 Center to enter into a lease agreement with ICS Holdings LLC. for the period of December 1st 2019 thru May 31st 2021 with a six month option to renew, for the monthly amount of \$3,710.00 that does not include utilities, which will be paid for separately from the same fund account; and

WHEREAS, funds are available in the 9-1-1 Emergency Telephone Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a lease agreement with ICS Holdings LLC., for the property located at 4213 Legacy Parkway, Lansing, Michigan for the period of December 1st 2019 thru May 31st 2021 with a six month option to renew for the monthly price of \$3,710.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 3b

TO: Board of Commissioners, Law & Courts, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing an Agreement with Vidcom Solutions for Access Control at Multiple Ingham County Facilities

For the meeting agendas of: August 15, 20 & 21

BACKGROUND

Multiple Locations throughout Ingham County are in need of an additional burglar alarm system and new access controls for security purposes for the following locations:

- At the Human Services Building, additional electronic card swipes in several different areas throughout the Health Department for the cost of \$14,203.36.
- At the Ingham County Family Center, additional electronic card swipes for several interior and exterior doors throughout the building for the cost of \$9,281.91.
- At the Grady Porter Building Public Defender's Office, an additional electronic card swipe for the cost of \$2,150.48. Prosecutors Office an additional electronic card swipe for the cost of \$2,150.48. Pretrial Services, an additional electronic card swipe and additional panic buttons for the cost of \$5,256.69.
- At the Public Defender's Office located at 320 N. Washington Square, the new access control system will consist of several electronic card swipes and a burglar system for the cost of \$15,893.58 which includes 12-months of monitoring services.

The total cost for all locations combined for this project is \$48,936.50.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in the following line item numbers:

Human Services building – 221-60000-743100-1000
Ingham County Family Center – 264-66400-976000
Pretrial Services – 207-37014-931000
Prosecutor's Office – 298-67300-976000
Public Defender's Office – 260-28200-931000

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Vidcom Solutions for access control at multiple Ingham County facilities.

Agenda Item 3b

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: July 26, 2019

RE: Memorandum of Performance for RFP No. 112-19 Access Control

Per your request, the Purchasing Department sought proposals from qualified and experienced access control firms to provide and deliver upgraded access controls at three (3) County facilities: Human Services Building, Ingham County Family Center, Grady Porter Building, plus provide and install a new access controls system at the Public Defender's Office.

The scope of work includes, but is not limited to, providing equipment, labor and supervision to upgrade the current access control, along with, a new turn-key system for the Public Defender's Office. The new equipment will include software and monitoring.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	45	5
Vendors attending pre-bid/proposal meeting	6	0
Vendors responding	2	0

A summary of the vendors' costs is located on the next page.

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Required Bid Bond	Human Services Bldg.	Family Center	Pretrial Svs (GPB)	Public Defenders Office (GPB)	Prosecutor's Office (GPB)	Public Defender's Office, 320 N. Washington Sq.	All Locations	Public Defender's Office 12-Month's of Monitoring
			Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	GRAND TOTAL	Total Cost
VidCom Solutions	No, Lansing MI 48906 (Clinton County)	Yes	\$14,203.36	\$9,281.91	\$5,256.69	\$2,150.48	\$2,150.48	\$15,534.18	\$48,577.10	\$359.40
Guardian Burglar Alarm	No, Southfield MI	No, Non-responsive								

Guardian Burglar Alarm did not submit the required bid bond; therefore, their proposal submitted is considered non-responsive.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VIDCOM SOLUTIONS FOR THE
ACCESS CONTROL AT MULTIPLE INGHAM COUNTY FACILITIES**

WHEREAS, multiple Ingham County locations are in need of an additional burglar alarm system and access controls for security purposes; and

WHEREAS, these locations are as follows:

- At the Human Services Building, additional electronic card swipes in several different areas throughout the Health Department for the cost of \$14,203.36.
- At the Ingham County Family Center, additional electronic card swipes for several interior and exterior doors throughout the building for the cost of \$9,281.91.
- At the Grady Porter Building; Public Defender's Office, an additional electronic card swipe for the cost of \$2,150.48; Prosecutors Office, an additional electronic card swipe for the cost of \$2,150.48; and Pretrial Services, an additional electronic card swipe and additional panic buttons for the cost of \$5,256.69.
- At the Public Defender's Office located at 320 N. Washington Square, the new access control system will consist of several electronic card swipes and a burglar system for the cost of \$15,893.58 which includes 12-months of monitoring services; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement Vidcom Solutions who submitted the lowest responsive and responsible proposal of \$48,936.50 for additional burglar alarm and access controls for the above listed locations; and

WHEREAS, funds for this project are available through the following line item numbers:

Human Services Building – 221-60000-743100-1000
Ingham County Family Center – 264-66400-976000
Pretrial Services – 207-37014-931000
Prosecutor's Office – 298-67300-976000
Public Defender's Office – 260-28200-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Vidcom Solutions, 15559 South US 27, Lansing, Michigan 48906 for the access controls at multiple Ingham County facilities for an amount not to exceed \$48,936.50.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 7, 2019

RE: Resolution Authorizing a One Year Contract Extension with Capitol Walk Parking LLC for the Parking Spaces Located at Lenawee and Chestnut in Lansing

For the meeting agendas of: August 21 & 21

BACKGROUND

We currently lease 111 parking spaces at the corner of Lenawee and Chestnut in Lansing for Ingham County employees who work at the Grady Porter Building and Veterans Memorial Courthouse. The Facilities Department would like to exercise a one year contract extension with Capitol Walk Parking thru June of 2020. They have agreed to hold their current monthly bill rate of \$6,660.00.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in the appropriate 861001 parking lot line items.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract extension for one year with Capitol Walk Parking LLC for the parking spaces located at Lenawee and Chestnut in Lansing.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT EXTENSION WITH
CAPITOL WALK PARKING LLC FOR THE PARKING SPACES LOCATED AT
LENAWEE AND CHESTNUT IN LANSING**

WHEREAS, Ingham County currently leases 111 parking spaces located at the corner of Lenawee and Chestnut in Lansing; and

WHEREAS, parking spaces are needed for Ingham County employees who work at the Grady Porter Building and Veterans Memorial Courthouse; and

WHEREAS, the Facilities Department would like to exercise a one year contract extension with Capitol Walk Parking LLC, thru June of 2020; and

WHEREAS, Capitol Walk Parking LLC, has agreed to hold their current monthly bill rate of \$6,660.00; and

WHEREAS, funds are available in the appropriate 861001 parking lot line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a one year extension with Capitol Walk Parking LLC., 2152 Commons Parkway, Okemos, Michigan 48864 for the parking spaces located at Lenawee and Chestnut in Lansing.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 3d

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing a Contract Renewal with Clean Investments, Inc. for Janitorial Services at New Hope

For the meeting agendas of: August 20 & 21

BACKGROUND

The contract with Clean Investments Inc. expired on July 31, 2019. The Facilities Department would like to exercise a one year contract renewal. Clean Investments, Inc. has agreed to hold their current monthly bill rate at \$1,100.00.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in line item # 511-61510-818000-02095.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract renewal for one year with Clean Investments Inc. for janitorial services at New Hope.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL WITH CLEAN INVESTMENTS INC.
FOR JANITORIAL SERVICES AT NEW HOPE**

WHEREAS, Ingham County currently has a contract with Clean Investments Inc. for janitorial services at New Hope; and

WHEREAS, the current contract expired on July 31, 2019; and

WHEREAS, Clean Investments Inc. has agreed to hold the current monthly bill rate of \$1,100.00; and

WHEREAS, the Facilities Department would like to renew the contract for one year; and

WHEREAS, funds for this are available in line item # 511-61510-818000-02095.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Clean Investments, Inc., 1428 Turner Street, Lansing, Michigan 48906 for janitorial services at New Hope for an amount of \$1,100 per month.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing a Purchase Order to be issued to Jimmerson Roofing for the Replacement of the Drain Commissioner's Pole Barn Roof

For the meeting agendas of: August 21 & 21

BACKGROUND

The roof of the Drain Commissioner's pole barn has deteriorated, the fiberglass is exposed and shingles are lost with each windstorm. Due to the age of the roof it needs to be replaced. Jimmerson Roofing submitted the lowest responsive and responsible proposal not to exceed \$9,890.00.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in approved line item # 245-27599-976000-9F19 which has a balance of \$13,500.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to authorize a purchase order be issued to Jimmerson Roofing for the replacement of the Drain Commissioner's pole barn roof.

Agenda Item 3e

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: August 6, 2019

RE: Memorandum of Performance for RFP No. 179-19 Pole Barn Roof, Drain Office

Proposals were sought from qualified and experienced roofing contractors to enter into a purchase order or contract for the purpose of repair and replacement of a pole barn roof for the Drain Office.

The scope of work includes, but is not limited to, all labor and materials for tear off, repair/replacement of any damaged existing decking, installation of new roofing with 20-year or greater shingle. Vendor is responsible for clean-up.

The following grid is a summary of the vendors' costs for labor and materials:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	39	12
Vendors responding	3	2

A summary of the vendors' costs.

Company Name	Local Preference	Not to Exceed Amount
Bornor Restoration Inc.	Yes, 525 Filley Street, Lansing MI 48906	No Bid - Time Constraints
Jimmerson Roofing	No, 13199 Blaisdell, DeWitt MI 48820	\$9,890.00
Jordan Roofing	No, 124 S. Hartel, Pottersville MI 48076	\$9,950.00

You are now ready to complete the final steps in the process: 1) evaluate the submissions; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BE ISSUED TO JIMMERSON ROOFING FOR THE REPLACEMENT OF THE DRAIN COMMISSIONERS POLE BARN ROOF

WHEREAS, the roof of the Drain Commissioner's pole barn has deteriorated and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to issue a purchase order to Jimmerson Roofing who submitted the lowest responsive and responsible proposal not to exceed \$9,890.00 for the replacement of the pole barn roof; and

WHEREAS, funds for this project are available through the approved CIP line item # 245-27599-976000-9F19.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes issuing a purchase order to Jimmerson Roofing, 13199 Blaisdell, Dewitt, Michigan 48820 for the replacement of the roof of the Drain Commissioner's pole barn for an amount not to exceed \$ 9,890.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing an Agreement with Roger Donaldson AIA, for Architectural Services for the Renovation of Three Additional Offices on the Second Floor at the Human Services Building

For the meeting agendas of: August 19, 20 & 21

BACKGROUND

Three additional offices are needed on the second floor for admin staff being moved from the River Oak Clinic and other Health Department staff. Roger Donaldson AIA submitted the lowest responsive and responsible proposal of \$5,440.00 plus \$400.00 for reimbursables.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available through approved CIP line item #631-23304-976000-9F25.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Roger Donaldson AIA for Architectural Services for the renovation of three additional offices on the second floor at the Human Services Building.

Agenda Item 3f

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: July 18, 2019

RE: Memorandum of Performance for Packet No. 171-19: Architectural and Engineering Services for Renovating the Health Department Administration Office Area

The Purchasing Department can confirm that three written bids were sought and received from vendors for the purpose of providing professional architectural and engineering services for renovating the Health Department Administration office area.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	3	3
Vendors responding	3	3

A summary of the vendors' costs:

Company Name	Address	Local	Total Bid
Roger L. Donaldson, AIA	4787 Tartan Lane, Holt MI	Yes	\$5,440, plus reimbursable expenses
Studio Intrigue	1114 S. Washington Ave., Lansing MI	Yes	\$10,160, plus reimbursable expenses
Hobbs + Black	117 E. Allegan St. Lansing, MI	Yes	\$17,040, plus reimbursable expenses

You are now ready to complete the final steps in the process: 1) evaluate the submissions; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON AIA FOR
ARCHITECTURAL SERVICES FOR THE RENOVATION OF THREE ADDITIONAL OFFICES
ON THE SECOND FLOOR OF THE HUMAN SERVICES BUILDING**

WHEREAS, the additional three offices at the Human Services Building second floor is needed for staff; and

WHEREAS, it is the recommendation of both the Facilities and Health Departments to enter into an agreement with Roger Donaldson, AIA, a registered local vendor who submitted the lowest responsive and responsible proposal of \$5,440.00 plus \$400.00 for reimbursables; and

WHEREAS, funds for this project are available within the approved CIP Line Item 631-23304-976000-9F25.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA, Lansing, Michigan, 48096, for the architectural services for the three additional offices at the Human Services Building for an amount not to exceed \$5,840.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: August 6, 2019

RE: Resolution Authorizing an Agreement with Superior Electric of Lansing Inc. for the Replacement of the Uninterrupted Power System for the Mason Historical Courthouse

For the meeting agendas of: August 20 & 21

BACKGROUND

The Uninterrupted Power System (UPS) at the Mason Historical Courthouse provides backup power for the life safety systems in the event of an emergency. The UPS needs to be replaced, it is over 24 years old and has outlived its life expectancy. Superior electric of Lansing Inc. submitted the lowest responsive and responsible proposal of \$31,500.00.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Funds are available in the approved CIP line item # 646-23303-976000-9F06. We are also requesting a contingency of \$3,550.00 for a total not to exceed \$35,050.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Superior Electric of Lansing Inc. for the replacement of the Uninterrupted Power System at the Mason Historical Courthouse.

Agenda Item 3g

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: July 17, 2019

RE: Memorandum of Performance for RFP No. 134-19 Uninterruptible Power Supply Replacement

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contract for the purpose of replacing the uninterruptible power supply at the Ingham County Courthouse.

The scope of work includes, but is not limited to, demolition, temporary power and lighting, conduit and raceways, conductors, grounding, and safety disconnect switches. Work to be completed per plans and specifications provided by the consultant: Matrix Consulting Engineers, Inc., a local vendor.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	54	6
Vendors attending pre-bid/proposal meeting	6	0
Vendors responding	2	0

A summary of the vendors' costs is located on the next page.

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Total Bid
Superior Electric of Lansing Inc.	No, Clinton County	\$31,500.00
McPhee Electric & Telecommunications Inc.	No, Eaton County	\$35,335.00

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SUPERIOR ELECTRIC OF LANSING INC. FOR THE REPLACEMENT OF THE UNINTERRUPTED POWER SYSTEM AT THE MASON HISTORICAL COURTHOUSE

WHEREAS, the Uninterrupted Power System provides backup power for the life safety systems in the event of an emergency; and

WHEREAS, the Uninterrupted Power System at the Mason Historical Courthouse has outlived its life expectancy and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Superior Electric of Lansing Inc. who submitted the lowest responsive and responsible proposal of \$31,500.00 for the replacement of the Uninterrupted Power System at the Mason Historical Courthouse; and

WHEREAS, the Facilities Department is requesting a contingency of \$3,550.00 for unforeseen circumstances; and

WHEREAS, funds for this project are available through the approved CIP line item #646-23303-976000-9F06.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Superior Electric of Lansing Inc., 212 West Sheridan Road, Lansing, Michigan 48906 for the replacement of the Uninterrupted Power System at Mason Historical Courthouse for an amount not to exceed \$35,050.00 which includes a \$3,550.00 contingency.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 4

TO: Board of Commissioners Law & Courts Committee
FROM: Terri Thornberry 9-1-1 Director
DATE: July 29, 2019
SUBJECT: Resolution for authorization to renew/extend a maintenance agreement with Word Systems, Inc.
For the meeting agenda August 15, 2019

BACKGROUND

Ingham County 9-1-1 Center has a maintenance agreement with Word Systems, Inc. for service and maintenance of our NICE logging recorder system used to record radios and telephones used in our 9-1-1 operations. Word Systems, Inc. is the only provider of NICE products and systems in the state of Michigan. We have been pleased with the quality of service provided by Word Systems, Inc. NICE logging recorders are one of the best solutions in the industry. We have no plan to replace our logging recorder in the near future and in fact will be upgrading it to record our new MPSCS radio system. We are recommending a five (5) year maintenance agreement be authorized so that we can take advantage of a 32% savings in cost versus a single year renewal:

	Quoted cost:	Savings realized:
1 year	\$22,307.00	N/A
2 year	\$39,373.00	12% (\$19,686.50 per year)
3 year	\$52,172.00	22% (\$17,390.67 per year)
4 year	\$64,971.00	27% (\$16,242.75 per year)
5 year	\$75,637.00	32% (\$15,127.40 per year)

ALTERNATIVES

None. We have to record our radio and telephones and own a NICE logging recorder system. Word Systems, Inc. is the sole provider of NICE products and solutions in Michigan.

FINANCIAL IMPACT

The five-year agreement saves Ingham County 9-1-1 nearly \$36,000 over the five years and safeguards us against annual increases likely to occur during that five-year time period if we were to continue renewing the maintenance annually.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of service to our residents and supporting public safety.

OTHER CONSIDERATIONS

None unless replacing the logging recorder system.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to renew and extend our maintenance agreement with Word Systems, Inc.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR THE RENEWAL AND EXTENSION OF THE
TECHNICAL SERVICES AGREEMENT WITH WORD SYSTEMS, INC.**

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners last approved, under Resolution #18-405, the Technical Services Agreement (warranty, service and support) for the 9-1-1 Center's NICE logging recorder system with Word Systems, Inc.; and

WHEREAS, the system maintenance and support contract is needed with an extension of the current contract effective October 1, 2019 to properly maintain our NICE logging recorder; and

WHEREAS, a longer term, five-year Technical Services Agreement contract with Word Systems, Inc. will save Ingham County 9-1-1 more than 32% of the costs of renewing the same agreement annually over that same five year period; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners approve the continuation and extension of the Technical Services Agreement with Word Systems, Inc. for the current 9-1-1 telephone system through September 30, 2024; and

WHEREAS, the 9-1-1 Center budget does contain funding for the continuation of this system maintenance and support with Word Systems, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the contract with Word Systems, Inc. for system maintenance and support for the period of October 1, 2019 through September 30, 2024 for a total cost of \$75,637.00.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers that are consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract/purchase order documents consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 5

TO: Board of Commissioners Human Services & Finance Committee
FROM: Melissa Buzzard, Trails & Parks Millage Coordinator
DATE: August 1, 2019
SUBJECT: Opening of the Next Round of Trails and Parks Millage Grant Applications

For the meeting agenda of 8/19/19 Human Services and 8/21/19 Finance

BACKGROUND

The Park Commission reviewed the recommendations set forth by the Trails and Parks Millage Coordinator for the fifth round of millage grants. The need to balance fiscal responsibility as well as keep the momentum going for future planning and projects is a high priority for the Park Commission.

The Park Commission would like to recommend the fifth round of applications be set at a \$2.5 million dollar cap, with no required match, \$750,000 of this would be for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning. This round would not provide an opportunity for multi-year funding due to the fact that the millage is up for renewal and there is no guarantee as to funds being available for allocation after 2020.

The current application and scoring criteria will remain the same. If a community does provide match they will receive additional points but it is not required for this round.

The resolution opens the application period for the fifth round of grants. Applications will be open on August 28, 2019 and be due on September 27, 2019. Following due diligence by staff and the Park Commission, final approval is expected from the Board of Commissioners in January or February of 2020.

ALTERNATIVES

The alternative is to not open a round for applications and wait for the millage to be renewed in the fall of 2020 and proceed with another round of grants after the election is complete.

This process will be reviewed by the Park Commission annually, moving forward with the Trails & Parks Millage to ensure that the application and scoring criteria stay current and are in line with the needs of the program.

FINANCIAL IMPACT

This resolution would provide \$2.5 million dollars to communities out of the Trails and Parks Millage Fund. This fund is currently over allocated by approximately \$1 million by the time all projects awarded, and items budgeted are paid out. If the millage is renewed in the fall of 2020 all previous allocations as well as the ones awarded in this fifth round would have fully provided funds.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user- friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h)- Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural, and business centers throughout Ingham County.

OTHER CONSIDERATIONS

The Parks & Recreation Commission supported this resolution and recommended a fifth round of grants at their July 22, 2019 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing the next round of trails and parks millage applications.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION DECLARING THAT A FIFTH ROUND OF APPLICATIONS FOR THE TRAILS AND PARKS MILLAGE FUNDS WILL BE TAKEN BEGINNING AUGUST 28, 2019

WHEREAS, in November 2014, the electorate approved a countywide trails and parks millage levy of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Park Commission reviewed the Application and Scoring Criteria forms and have made no changes to the forms for this fifth round of applications; and

WHEREAS, the Park Commission recommends that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning; and

WHEREAS, the Park Commission recommends that no multiple year funding be awarded for grants in this round due to the millage expiring.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves using the current application and scoring criteria, previously approved per Resolution #18-257, for use by the Park Commission to score applications for funding the fifth round of applications from the Trails and Parks Millage fund in year 2020, and that no multiple year funding will be awarded for grants in this round.

BE IT FURTHER RESOLVED, that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning.

BE IT FURTHER RESOLVED, that application forms and scoring criteria will be reviewed and approved by the Board of Commissioners prior to the sixth round.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPOINTING WILLIAM E. FOWLER
AS ACTING COUNTY GRANT ADMINISTRATOR
FOR THE 2019 INGHAM COUNTY REMONUMENTATION PROJECT**

WHEREAS, as required by Act 345, P.A. 1990, a condition of receiving annual grant funds to implement the County Monumentation and Remonumentation Plan is that the County appoint a County Grant Administrator; and

WHEREAS, at their November 13, 2018 meeting, by Resolution #18-458, the Ingham County Board of Commissioners appointed Robert L. Francis for the related services of County Grant Administrator as required by Act 345, P.A. 1990; and

WHEREAS, on July 19, 2019, Robert L. Francis retired from his position as Deputy Equalization Director of Ingham County.

THEREFORE BE IT RESOLVED, that it is respectfully requested that the Ingham County Remonumentation Committee, the Ingham County Board of Commissioners appoint William E. Fowler, Equalization Director, for the related services as Acting County Grant Administrator as required by Act 345, P.A. 1990 for the balance of the 2019 Ingham County Remonumentation Project.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 5, 2019
SUBJECT: Agreement with Comcast for Lead Advertising
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to partner with Comcast for public education advertising throughout Lansing and Ingham County effective August 5, 2019 through September 30, 2019, in an amount not to exceed \$9,750. In response to elevated blood lead levels in Ingham County, this ad will inform the public about lead poisoning and the need for children to receive a lead test.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$9,750. The Michigan Department of Health and Human Services (MDHHS) has awarded ICHD with Child Lead Poisoning Prevention Project funds which will cover the entire cost of the agreement.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners authorize an agreement with Comcast for the period of August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750 for public education advertising regarding lead and lead testing among children.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMCAST FOR
PUBLIC EDUCATION ADVERTISING ABOUT LEAD**

WHEREAS, Ingham County Health Department (ICHD) wishes to partner with Comcast for public education advertising throughout Lansing and Ingham County effective August 5, 2019 through September 30, 2019, in an amount not to exceed \$9,750; and

WHEREAS, in response to elevated blood lead levels in Ingham County, this ad will inform the public about lead poisoning and the need for children to receive a lead test; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has provided ICHD with a proposed FY 2019 Comprehensive Agreement for the delivery of public health services, including lead; and

WHEREAS, the Health Officer recommends authorizing an agreement between Comcast and ICHD effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Comcast for public education advertising regarding lead and lead testing among children effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA Health Officer
DATE: July 10, 2019
SUBJECT: Agreement with Michigan Community Health Worker Alliance and Detroit Health Department
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Community Health Worker Alliance (MiCHWA) and the Detroit Health Department to provide training and certification for 18 Community Health Workers (CHW) from across the department. A CHW is a trusted public health worker that serves as a link between health/social services and the community. CHWs facilitate access to services and improve the quality and cultural competence of service delivery. The cost of the training is up to \$20,000. Costs for this agreement will be covered by the participating departments in their FY19 and FY20 budgets. The training will be conducted in 14 sessions and will allow for CHWs to gain competencies in several key areas including but not limited to, legal and ethical responsibilities, coordination, documentation, reporting, communication, cultural competence, healthy lifestyles and mental health. Having ICHD's CHWs complete the MCHWA training will position them to bill for their services should Michigan opt to create a structure to support direct reimbursement by Medicaid. This agreement will be effective September 1, 2019 through December 31, 2019.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

MICHWA training will cost up to \$20,000 and will be paid to the Detroit Health Department. The cost of these trainings will be covered by the participating departments' FY 19 and FY 20 budgets as the trainings will start in FY 19 and end in FY 20.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to enter into an agreement with MICHWA and the Detroit Health Department to provide CHW training and certification. The training will offer ICHD's CHWs valuable skills and place ICHD in a position to bill for CHW services should the State of Michigan create a structure to do so. This agreement will be effective September 1, 2019 through December 31, 2019.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
MICHIGAN COMMUNITY HEALTH WORKERS ALLIANCE**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Community Health Worker Alliance (MiCHWA) and the Detroit Health Department to provide training and certification for 18 Community Health Workers (CHW) from across the department; and

WHEREAS, a CHW is a trusted public health worker that serves as a link between health/social services and the community; and

WHEREAS, CHWs facilitate access to services and improve the quality and cultural competence of service delivery; and

WHEREAS, the cost of the training is up to \$20,000; and

WHEREAS, costs for this agreement will be covered by the participating departments' in their FY19 and FY20 budgets; and

WHEREAS, the training will be conducted in 14 sessions and will allow for CHWs to gain competencies in several key areas including but not limited to, legal and ethical responsibilities, coordination, documentation, reporting, communication, cultural competence, healthy lifestyles and mental health; and

WHEREAS, having ICHD's CHWs complete the MiCHWA training will position them to bill for their services should Michigan opt to create a structure to support direct reimbursement by Medicaid; and

WHEREAS, this agreement will be effective September 1, 2019 through December 31, 2019; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019, in an amount not to exceed \$20,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019 in an amount not to exceed \$20,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 30, 2019
SUBJECT: Agreement with OPEN-MSU
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with the Opioid Prevention and Education Network of Michigan State University (OPEN-MSU) to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities. The AmeriCorps VISTA member will help build the capacity in the area of relapse prevention through implementation of Medication Assisted Treatment (MAT) programming within the Ingham County Jail, Community Health Centers (CHCs), and treatment centers throughout Ingham County. The total cost of this placement will be \$7500.00. All costs of this agreement were included in the FY 19 and proposed FY 20 budget. This agreement will be effective August 5, 2019 through August 3, 2020.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The total cost of hosting an AmeriCorps VISTA member is \$7500.00. All costs of this agreement were included in the FY 19 and proposed FY 20 budget.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize entering into an agreement with OPEN-MSU to allow ICHHD to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities effective August 5, 2019 to August 3, 2020.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OPEN-MSU

WHEREAS, Ingham County Health Department (ICHHD) wishes to enter into an agreement with the Opioid Prevention and Education Network of Michigan State University (OPEN-MSU) to host an AmeriCorps VISTA member who will perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities; and

WHEREAS, the AmeriCorps VISTA member will help build the capacity in the area of relapse prevention through implementation of Medication Assisted Treatment (MAT) programming within the Ingham County Jail, health centers, and treatment centers throughout Ingham County; and

WHEREAS, the total cost of this placement will be \$7500.00; and

WHEREAS, all costs of this agreement were included in the FY 19 and proposed FY 20 budget; and

WHEREAS, this agreement will be effective August 5, 2019 through August 3, 2020; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHHD and OPEN-MSU to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with OPEN-MSU in an amount not to exceed \$7,500 to host an AmeriCorps VISTA member to perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 24, 2019
SUBJECT: Agreement with National Maternal and Child Oral Health Resource Center at Georgetown University
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to accept an award totaling \$10,000 for ICHD's Community Health Centers (CHCs) for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020. The National Maternal and Child Oral Health Resource Center (OHRC) at Georgetown University (GU) has awarded \$10,000 to the CHCs via ICHD for Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project. This project is supported by the Health Resources and Services Administration's (HRSA) Maternal and Child Health Bureau.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Accepting this \$10,000 award from Georgetown University will support maternal and child oral health service enhancement activities conducted as part of ICHD's CHCs continued participation in Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project.

STRATEGIC PLAN

This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend authorizing acceptance of an award totaling \$10,000 for ICHD's CHCs for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT AN AWARD THROUGH NATIONAL MATERNAL AND CHILD
ORAL HEALTH RESOURCE CENTER AT GEORGETOWN UNIVERSITY**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept an award totaling \$10,000 for ICHD's Community Health Centers (CHCs) for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, The National Maternal and Child Oral Health Resource Center (OHRC) at Georgetown University (GU) has awarded \$10,000 to the ICHD's CHCs for Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, this project is supported by the Health Resources and Services Administration's (HRSA) Maternal and Child Health Bureau; and

WHEREAS, accepting this \$10,000 award from Georgetown University will support maternal and child oral health service enhancement activities conducted as part of ICHD's CHCs continued participation in Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, the Ingham County Board of Commissioners recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, the Health Officer recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the acceptance of an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

Agenda Item 7e

TO: Board of Commissioners Human Services, County Services, and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 18, 2019
SUBJECT: Agreement with the Inline Group

For the meeting agendas of August 19, August 20, and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021. This is a monthly subscription for medical and dental provider recruiting services to fill critical medical provider vacancies, particularly physician vacancies, and sustain full staffing across ICHHD's Community Health Centers (CHCs).

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The cost is \$1,250/month with the overall cost being \$30,000 for a 24 month subscription. The amount will be covered by CHC Administrative contractual funds (51161580 818000 02002).

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021.



Service Summary Addendum A

Services:

- Introductory call with all applicable client representatives. Set expectations and document parameters for candidate screening up to a 50 mile radius of central location.
- Creation of a mobile-ready, customized recruiting web page to allow candidates to self-educate on:
 - Job details
 - Facility information
 - Community details
- Posting of jobs to job boards, social media, and internal recruiting system used by the Candidate Advising Team. (Job boards used and rotation is determined by Account Manager.)
- Posting of jobs on proprietary job app tigma™.
- Creation and delivery of activity timeline for term of agreement.

On-Going Marketing:

- Direct emails and mail are sent to the appropriate clinicians on a schedule determined by the Account Manager.
- Additional digital marketing as needed by Account Manager.
- Daily calls, emails and texts to clinicians from the Candidate Advising Team, including database and cold calls, and response monitoring.
- Screening of identified candidates based on the parameters agreed upon in the introductory call (we speak to and personally screen every potential candidate against client parameters):
 - Skill set analysis (defined by client)
 - Desired practice setting
 - Timing of availability
 - Geographical preference

Screened Candidates:

- Profiling of matched candidates and preparation of a summary of the provider's contact information, education, background, and practice information.
- Presentation of each matched candidate directly to client. Account Manager can assist with setting an initial conversation if desired.
- Monthly call to discuss activity report and delivery of monthly activity report.
- On-going assistance with candidate contact, job changes, parameter adjustments, etc.



2019 FQHC Candidate Sourcing Services Agreement

CONTACT INFORMATION		BILLING INFORMATION	
Company:		Company:	
Contact:		Contact:	
Title:		Title:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

TERMS	
Invoice: <input type="checkbox"/> E-Mailed <input type="checkbox"/> Mailed	
<p>1. Subscription: <input type="checkbox"/> \$1,500/month for 12 month service commitment <input type="checkbox"/> \$1,250/month for 24 month service commitment</p> <p>Additional Service Line: <input type="checkbox"/> \$1,250/month behavioral health search for full commitment term selected above</p>	
<p>2. Payment Terms: Clients are invoiced monthly. Payments are due 15 days from the date of invoice.</p> <p>3. Terms: Services, as defined by the Service Summary (Addendum A), are provided for either 12 or 24 months and will end after the initial commitment term. Services may be suspended during the term of the commitment in writing to The Inline Group. Once suspended, monthly payments must continue to be made through the term of the service commitment. Any service credit accrued during suspension must be used within 12 months of the service commitment ending. If your account is inactive longer than 12 months, you forfeit all service credit accrued.</p> <p>4. Jurisdiction & Venue: The parties agree and consent that exclusive venue and jurisdiction for any dispute between the parties hereto shall be in Denton County, Texas and shall be governed by the laws of the state of Texas.</p> <p>5. Termination for Failure to Perform: Client may terminate this agreement without penalty in the event The Inline Group fails to materially perform the services defined in Addendum A, and The Inline Group fails to remedy such breach within thirty (30) days written notice from Client specifying the nature of such breach. Upon termination under this section, Client shall not be liable to The Inline Group for monthly payments from the date of termination.</p>	

ACCEPTED BY	
Legal Company Name:	THE INLINE GROUP
Signature:	Signature:
Name (print):	Name (print):
Title:	Title:
Date:	Date:

Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE INLINE GROUP
FOR PROVIDER RECRUITING**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, this is a monthly subscription for medical and dental provider recruiting services to fill critical medical provider vacancies, particularly physician vacancies, and sustain full staffing across ICHD's Community Health Centers (CHCs); and

WHEREAS, the cost is \$1,250 per month with the overall cost being \$30,000 for a 24 month subscription; and

WHEREAS, the amount will be covered by CHC Administrative contractual funds (51161580 818000 02002); and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with the Inline Group at a cost not to exceed \$1,250 per month or \$30,000 for the period of the agreement, for provider recruiting effective September 1, 2019 through August 31, 2021.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 24, 2019
SUBJECT: Authorization to Amend the Pediatric Physician Agreement with MSU's CHM
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to amend resolution #15-446 with Michigan State University's College of Human Medicine (MSU CHM) for pediatric services by renewing the agreement for an additional four years and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023. ICHHD is required to provide medical services, either directly, through contracts, or through cooperative arrangements which include both primary and pediatric care. The Cedar Community Health Center's Pediatric site requires 1.5 FTE of pediatric physician services.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$381,159.00 for 1.50 FTE)
For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$392,593.50 for 1.50 FTE)
For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$404,371.50 for 1.50 FTE)
For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$416,502.00 for 1.50 FTE)

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize amending resolution #15-446 with MSU CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU CHM

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-446 with Michigan State University's College of Human Medicine (MSU CHM) for pediatric services by renewing the agreement for an additional four years and by and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services, either directly, through contracts, or through cooperative arrangements which include both primary and pediatric care; and

WHEREAS, the Cedar Community Health Center's Pediatric site requires 1.5 FTE of pediatric physician services; and

WHEREAS, ICHD would like to extend the current agreement for another four years; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$381,159.00 for 1.50 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$392,593.50 for 1.50 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$404,371.50 for 1.50 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$416,502.00 for 1.50 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$381,159.00 for 1.50 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$392,593.50 for 1.50 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$404,371.50 for 1.50 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$416,502.00 for 1.50 FTE)

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 24, 2019
SUBJECT: Authorization to Amend Pediatric Physician Agreement with the MSU's COM

For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to amend resolution #15-447 with Michigan State University's College of Osteopathic Medicine (MSU COM) for pediatric services by extending the agreement for an additional 4 years and by raising the yearly pay increase from a 2.5% to a 3% increase effective January 1, 2020 through December 31, 2023. ICHD is required to provide medical services either directly, through contracts, or through cooperative arrangements including primary care and pediatric services. Cedar Community Health Center's Pediatric site requires 1.4 FTE of pediatric physician services and Willow Community Health Center requires 0.40 FTE resulting in 1.80 FTE overall.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$457,391.80 for 1.80 FTE)
For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$471,112.20 for 1.80 FTE)
For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$485,245 for 1.80 FTE)
For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$499,802.40 for 1.80 FTE)

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize amending resolution #15-447 with the Michigan State University's College of Osteopathic Medicine agreement for pediatric services effective January 1, 2020 through December 31, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU COM

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-447 with Michigan State University's College of Osteopathic Medicine (MSU COM) agreement for pediatric services by extending the agreement for an additional 4 years and by raising the yearly pay increase from a 2.5% to a 3% increase effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services either directly, through contracts, or through cooperative arrangements including primary care and pediatric services; and

WHEREAS, Cedar Community Health Center's Pediatric site requires 1.4 FTE of pediatric physician services and Willow Community Health Center requires 0.40 FTE resulting in 1.80 FTE overall; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$457,391.80 for 1.80 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$471,112.20 for 1.80 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$485,245 for 1.80 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$499,802.40 for 1.80 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors support amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$457,391.80 for 1.80 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$471,112.20 for 1.80 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$485,245 for 1.80 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$499,802.40 for 1.80 FTE)

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 24, 2019
SUBJECT: Amendment to Resolution #19-247

For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to amend resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt, MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope Lansing, MI. ICHD terminated the agreement with Rite Aid Store #1612 location due to low volume on June 30, 2019. Under the Health Resources and Services Administration (HRSA) 340B drug discount program, RAC will allow patients to obtain eligible prescriptions at the lowest possible cost. This amendment will be fully paid by funds generated from participating in the 340B program and will be effective January 1, 2020 through May 31, 2022 and automatically renew for one subsequent year.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

This program is fully paid by funds generated from participating in the 340B program.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend authorizing an amendment to resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will renew on an automatic basis for one subsequent year.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-247

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt, MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope Lansing, MI; and

WHEREAS, ICHD terminated the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI 48842, due to low volume on June 30, 2019; and

WHEREAS, under the Health Resources and Services Administration (HRSA) 340B drug discount program, RAC will allow patients to obtain eligible prescriptions at the lowest possible cost; and

WHEREAS, this amendment will be fully paid by funds generated from participating in the 340B program and will be effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope, Lansing, MI effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 18, 2019
SUBJECT: Authorization to Extend the Lease Agreement for 1115 S. Pennsylvania Ave.

For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to extend the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022. The Willow Community Health Center, located at 306 W. Willow St., will be moving into the 1115 S. Pennsylvania site. This move will increase the square feet of space for patient care by 2,816 square feet.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Currently the rent for 1115 S. Pennsylvania Ave. is \$208,073.72 a year. With the amended agreement, the cost will be \$167,944.48, a savings of \$40,129.24. There is also a cost savings of \$82,958 after the Willow site closes down and moves into the 1115 S. Pennsylvania Ave. location. Please see the comparative rent break down costs for the square footage below.

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXTEND THE LEASE AGREEMENT FOR 1115 S. PENNSYLVANIA AVE

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Willow Community Health Center, located at 306 W. Willow St., will be moving into the 1115 S. Pennsylvania site; and

WHEREAS, this move will increase the square feet of space for patient care by 2,816 square feet; and

WHEREAS, currently the rent for 1115 S. Pennsylvania Ave. is \$208,073.72 a year; and

WHEREAS, with the amended agreement, the cost will be \$167,944.48, a savings of \$40,129.24; and

WHEREAS, there is also a cost savings of \$82,958 once the Willow site closes down and moves into the 1115 S. Pennsylvania Ave. location; and

WHEREAS, the comparative square footage cost is as follows; and

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

WHEREAS, the Ingham Community Health Center Board of Directors supports extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

BE IT FURTHER RESOLVED, base rent during the term of the agreement shall be as follows:

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA Health Officer
DATE: 07/29/2019
SUBJECT: Agreement with West Interactive Services
For the meeting agendas of August 19, 2019 and August 21, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to renew the agreement with West Interactive Services (WISC Televox) to provide laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and the Ingham Community Health Centers (IHCs). This software will allow patients to be sent reminders in the evenings and on weekends and will allow these reminders to be sent via phone call, email, and text message. This approved patient communication is expected to decrease the amount of missed appointments in these offices which would lead to improved immunization rates and health outcomes. This agreement will be effective July 1, 2019 through June 30, 2022 at the rates outlined in WISC Televox's proposal.

ALTERNATIVES

There are no alternatives

FINANCIAL IMPACT

Funding for this agreement has been included in the FY 19 and FY 20 budget for each of the participating departments. The costs of this agreement are outlined in WISC's proposal.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to enter into an agreement with WISC for providing laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and the Ingham Community Health Centers (IHCs) effective July 1, 2019 through June 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WEST INTERACTIVE SERVICES

WHEREAS, Ingham County Health Department (ICHD) wishes to renew the agreement with West Interactive Services (WISC Televox) to provide laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and patients of the Ingham Community Immunization Health Centers (IHCs); and

WHEREAS, this software will allow patients to be sent reminders in the evenings and on weekends and will allow these reminders to be sent via phone call, email, and text message; and

WHEREAS, this approved patient communication is expected to decrease the amount of missed appointments in these offices which would lead to improved immunization rates and health outcomes; and

WHEREAS, this assessment will be effective July 1, 2019 through June 30, 2022 at the rates outlined in WISC's proposal; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

BE IT FURTHER RESOLVED, voice, email & text messages will be billed at \$0.10 per contact and call transfers at \$0.08 per call, with lab calls billed at a minimum of \$100.00 per month.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the county after approval as to form by the County Attorney.

Agenda Item 8

TO: Board of Commissioners County Services and Finance Committees

FROM: Cynthia Wagner, Potter Park Zoo Director

DATE: August 6, 2019

SUBJECT: Resolution authorizing acceptance of a monetary donation from the Potter Park Zoological Society
For the committee meeting agendas of August 20 and August 21

BACKGROUND

The Potter Park Zoological Society is a private, 501(c) 3 nonprofit fundraising organization that supports Potter Park Zoo. The Zoological Society's mission, starting in 1969 as Friends of the Zoo, is to support the Potter Park Zoo through educational programming, volunteerism, public relations services, special events, and fundraising. Local individuals, businesses, and organizations support the Zoo through donations to the Zoological Society.

The Zoo is dedicated to becoming accessible and inclusive for all community members. Staff training, sensory sensitivity certification, sensory bags, a quiet/nursing room and enhanced education programming are some of the areas where the Zoo has already implemented increased inclusivity. The Zoo will continue to work to improve accessibility and inclusivity for all Zoo guests.

The Potter Park Zoological Society applied for and received several grants that support improving accessibility and inclusivity at the Zoo. The Zoological Society wishes to donate the funds to Potter Park Zoo for facility improvements which improve accessibility and inclusivity.

ALTERNATIVES

Rather than using the funds for facility improvements, the Zoological Society could use the funds to expand accessible education programming.

FINANCIAL IMPACT

Grants received:

\$25,000 Our Community Foundation

\$4,000 Gannett Foundation

\$6,715 Crowdrise fundraiser required for Gannett Foundation grant application

Total Donation = \$35,715

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of Improving Facilities, specifically section A.1 (f) of the Ingham County Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to accept the monetary donation from the Potter Park Zoological Society for accessibility and inclusivity improvements at Potter Park Zoo.

Agenda Item 8

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A MONETARY DONATION FROM THE POTTER PARK ZOOLOGICAL SOCIETY

WHEREAS, the Potter Park Zoological Society is a private, 501(c)3 nonprofit, fundraising organization that raises funds to support Potter Park Zoo; and

WHEREAS, Potter Park Zoo continues to work to become accessible and inclusive for all community members; and

WHEREAS, the Potter Park Zoological Society applied for and received grants totaling \$35,715 for accessibility and inclusivity improvements at Potter Park Zoo.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of a \$35,715 monetary donation from the Potter Park Zoological Society for accessibility and inclusivity improvements at Potter Park Zoo.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution.

TO: Ingham County Board of Commissioners

FROM: Tom Gamez, Director of Operations, ICRD

DATE: July 23, 2019

SUBJECT: Oil and Gas lease agreement with Jordan Development Company, L.L.C

BACKGROUND

The purpose of this correspondence is to support the attached resolution for the Ingham County Road Department (ICRD) to enter into an Oil and Gas lease agreement with Jordan Development Company, L.L.C. The ICRD owns a .46 acre parcel of land on Kipp Road in Vevay Township near a planned Oil and Gas well site on neighboring property. The ICRD was required to purchase this parcel in 2007, for widening Kipp Road, near the Hull Road intersection.

Steven J. Dzierwa from Jordan Development Company, L.L.C., has contacted the ICRD about the proposed Oil and Gas well and has requested an Oil and Gas lease agreement with the ICRD. This proposed agreement will be forward to the Ingham County Attorney to negotiate a favorable agreement, if approved by the Board of Commissioners.

ALTERNATIVES

The ICRD has the option to decline the Oil and Gas Agreement if desired. It appears this would require a signed waiver of the rights to any of the Oil and Gas royalties.

FINANCIAL IMPACT

The proposal from Jordan Development is offering a one-time payment of \$300 to the ICRD for the Oil and Gas lease agreement. Then a small portion of the Oil and Gas royalties, if the Oil and Gas well produces any product. The expected amount of the royalties is unknown due to the market price and quantities of the Oil and Gas to be produced by the well.

It is the ICRD's recommendation to enter into an agreement with Jordan Development Company, L.L.C. for an Oil and Gas agreement related to the ICRD Kipp Road Parcel (#33-19-10-09-500-002). This appears to be at no cost to the ICRD or Ingham County, but the Ingham County attorney will need to confirm the terms of the agreement.

OTHER CONSIDERATIONS

There are no other offers to consider. Jordan Development L.L.C. is the only company to make an Oil and Gas agreement offer.

RECOMMENDATIONS

Therefore, the ICRD supports the attached resolution, to have the Ingham County Attorney negotiate the proposed agreement with Jordan Development L.L.C. of Traverse City, Michigan 49686, for an Oil and Gas lease and to complete any required documentation for processing an approved agreement.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN OIL AND GAS LEASE AGREEMENT FOR ICRD PROPERTY
LOCATED ON KIPP ROAD**

WHEREAS, Jordan Development Company, L.L.C., has contacted the Ingham County Road Department (ICRD) about a proposed Oil and Gas well located near ICRD property and has proposed Oil and Gas lease agreement with the ICRD; and

WHEREAS, the ICRD has received a proposed Oil and Gas lease agreement from Jordan Development L.L.C. related to the ICRD .46 acre parcel of land on Kipp Road in Vevay Township; and

WHEREAS, the ICRD will request the Ingham County Attorney to negotiate and process any required documentation related to the proposed Oil and Gas lease agreement on behave of the ICRD.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the Ingham County Attorney and the ICRD to negotiate an Oil and Gas lease agreement, with Jordan Development L.L.C. from Traverse City, Michigan 49686, related to the property on Kipp Road owned by the ICRD.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution on behalf of the County after approval as to form by the County Attorney.

Agenda Item 9b

TO: Board of Commissioners, County Services Committee and Finance Committee

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: August 8, 2019

SUBJECT: Proposed Resolution to Enter into a 2nd Party Agreement with MDOT and a 3rd Party Agreement with Delhi Charter Township for the Holt Public School District Safe Routes to School Project

The federal government makes available Safe Routes to School (SR2S) funding, which in Michigan is administered through the Michigan Department of Transportation (MDOT). The SR2S program funds the construction costs associated with pedestrian improvements to enable and encourage children to safely walk and bike to school.

Only Act 51 Agencies are eligible to make application for and receive SR2S funding. MDOT, incorporated cities, some villages, and road commissions are all eligible Act 51 Agencies. Townships wishing to utilize SR2S funding must find an eligible Act 51 Agency to sponsor their applications for funding. In Resolution 17-300, the Ingham County Board of Commissioners approved the Road Department to sponsor Delhi Charter Township's SR2S funding application for the Holt Public School District Project, which subsequently was awarded funding. The estimated costs for the project are as follows:

Federal SR2S Funding:	\$1,071,400
Delhi Charter Township Match:	<u>\$ 18,000</u>
	\$1,089,400

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a first party contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define the Road Department's responsibilities and to administer the construction contract on MDOT's behalf. Lastly, a third party agreement between Ingham County and Delhi Charter Township is required to transfer much of the Road Department's construction oversight, maintenance, and local match responsibilities to the township and secure a construction administration fee.

The reason for this memo and resolution is to execute the MDOT and Ingham County second party agreement and the Ingham County and Delhi Charter Township third party agreement.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
AND A THIRD PARTY AGREEMENT WITH DELHI CHARTER TOWNSHIP
IN RELATION TO A FEDERALLY FUNDED SAFE ROUTES TO SCHOOL PROJECT
FOR THE HOLT PUBLIC SCHOOL DISTRICT**

WHEREAS, The Ingham County Road Department received Safe Routes to School (SR2S) funding, on behalf of Delhi Charter Township and the Holt Public School District, to construct certain infrastructure improvements to enable and encourage children to safely walk and bike to school; and

WHEREAS, Delhi Charter Township desires to fund, design, construct, and maintain the built infrastructure for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements; and

WHEREAS, the Road Department and Delhi Charter Township agree that the township will administer construction of the project, and will pay any and all local match costs incurred by the project, plus \$5,000.00 for project administration and oversight provided by the Road Department; and

WHEREAS, the estimated construction costs for the project are as follows:

Federal SR2S Funding:	\$1,071,400
Delhi Charter Township Match:	<u>\$ 18,000</u>
	\$1,089,400

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect construction of the District Wide Safe Routes to School Project, on behalf of Delhi Charter Township and the Holt Public School District, for a total estimated cost of \$1,089,400 consisting of \$1,071,400 in federal SR2S funding and \$18,000 in township matching funds.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a third party agreement with Delhi Charter Township to also effect construction of the District Wide Safe Routes to School Project.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary agreements that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Sue Graham, Human Resources Director

DATE: July 30, 2019

SUBJECT: **73RD MERS Annual Retirement Conference - 2019**
County Services August 20, 2019 and Finance Committee August 21, 2019

BACKGROUND

The 73rd MERS Annual Retirement Conference of the participating municipalities enrolled in the Municipal Employees' Retirement System (MERS) will be held at the Grand Traverse Resort in Acme, Michigan on Thursday, October 3 and Friday, October 4, 2019. According to the provisions of the Retirement Act, a non-managerial member of the Retirement System and an alternate are to be elected by secret ballot for the Annual Conference to act as the Employee Delegate. One appointed Officer Delegate will also be in attendance in accordance with the Act.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The 2019 MERS Retirement Conference expenses are included in the fiscal year 2019 Human Resources Department budget.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

After review, I respectfully recommend approval of the attached resolution for the certified Ingham County Delegates to attend the 2019 MERS Retirement Conference.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CERTIFYING REPRESENTATIVES FOR THE
MERS 2019 RETIREMENT CONFERENCE**

WHEREAS, the Municipal Employees' Retirement System (MERS) will hold the 73rd Annual Retirement Conference at the Grand Traverse Resort on October 3 and October 4, 2019; and

WHEREAS, the governing body of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members, and appoint an officer delegate of the governing body; and

WHEREAS, the 2019 MERS Retirement Conference expenses are included in the fiscal year 2019 Human Resources Department budget.

THEREFORE BE IT RESOLVED, that the following persons are hereby certified as Ingham County Representatives for the MERS Annual Conference:

Employee Delegate: Jill Bauer, Administrative Analyst-Budgeting

Officer Delegate: Sue Graham, Human Resources Director

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners authorizes the payment, pursuant to the County's travel policy, of the expenses of the Employee Delegate and Officer Delegate to attend the 2019 MERS Retirement Conference.

TO: Board of Commissioners County Services and Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: August 6, 2019
SUBJECT: Resolution Amending and Restating the Ingham County Deferred Compensation Plan

BACKGROUND

Resolution #80-357 adopted the original Ingham County Deferred Compensation Plan and Resolution #08-079 amended and restated the original Ingham County Deferred Compensation Plan. Since that time, amendments and changes to the tax laws have occurred. Accordingly, an updated plan document has been drafted to include all amendments and tax law changes.

ALTERNATIVES

The Board of Commissioners may decline to approve the proposed amended and restated Ingham County Deferred Compensation Plan.

FINANCIAL IMPACT

Approval of the proposed amended and restated Ingham County Deferred Compensation Plan is in conformance and compliance with the rules and regulations and applicable regulatory pronouncements, including due diligence.

STRATEGIC PLAN CONSIDERATIONS

The reclassification recommendations are in furtherance of the following strategic goal(s) and task(s) included in the Strategic Plan:

Goal F. Human Resources and Staffing: Attract and retain exceptional employees who reflect the community they serve and who prioritize public service. Strategy 1: Attract and retain employees who value public service.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

I recommend the proposed amended and restated Ingham County Deferred Compensation Plan.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AMENDING AND RESTATING THE INGHAM COUNTY
DEFERRED COMPENSATION PLAN**

WHEREAS, Resolution #80-357 adopted the original Ingham County Deferred Compensation Plan; and

WHEREAS, Resolution #08-079 amended and restated the Ingham County Deferred Compensation Plan; and

WHEREAS, amendments and changes to the tax laws have occurred since the plan was originally adopted; and

WHEREAS, an updated plan document has been drafted to include all amendments and tax law changes; and

WHEREAS, the County Deferred Compensation Committee has reviewed the updated plan document.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached amended and restated Ingham County Deferred Compensation Plan ("Plan").

BE IT FURTHER RESOLVED, that a contract is authorized with Nationwide Retirement Solutions, Inc. for plan administrative services, effective immediately.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts after review and approval as to form by the County Attorney.

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Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan *(Choose one or more of b. through d. if applicable)*:

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement *(Choose one or more as applicable)*:

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ **No.**

c. ☐ **Nonelective Contributions.** See Question 17.

d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan *(Choose one of a. or b.)*:

a. ☒ **No exclusions.** All Employees are eligible to participate.

b. ☐ **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of 1. through 4.)*:

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** _____

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan *(Choose one of a., b. or c.)*:

a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.

b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition *(Choose one of a., b. or c.)*:

a. ☒ Wages, tips and other compensation on Form W-2.

b. ☐ Code §3401(a) wages (wages for withholding purposes).

c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows *(Choose one of d. or e.)*:

d. ☒ **No modifications.** The Plan makes no modifications to the definition.

e. ☐ **Modifications** *(Choose one or more of 1. through 5.)*:

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.

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4. ☐ **Overtime.** The Plan excludes overtime.

5. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of f. or g.)*:

f. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year.

g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.)*:

a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more)*:

1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.

3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.)*:

a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*

b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable)*:

c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.)*:

a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.)*:

1. ☐ **Age.** Attainment of age _____.

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2. ☐ **Service.** Service requirement *(Choose one of a. or b.)*:
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
3. ☐ **Specify:** _____.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and *(Choose one of a. through d.)*:
- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** _____.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code *(Choose one of a. or b.)*:
- a. ☒ **No limitations.**
- b. ☐ **Limitations.** *(Choose one or more of 1., 2. or 3.)*:
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ *(specify dollar amount or percentage of Compensation)*.
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ *(specify dollar amount or percentage of Compensation)*.
3. ☐ **Specify:** _____.
- [Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]
- Special NRA Catch-Up Contributions (3.05).** The Plan *(Choose one of c. or d.)*:
- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- AND, Special NRA Catch-Up Contributions (Choose one of 1. or 2.)**:
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.
- Age 50 Catch-Up Contributions (3.06).** The Plan *(Choose one of e. or f.)*:
- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.
14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan *(Choose one of a. or b.)*:
- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment *(Choose one of the following)* [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:
- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
3. ☐ **Describe Application of Automatic Deferrals:** _____.

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c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
- ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 - ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 - ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 - ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

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- b. ☐ **Fixed - Pro Rata.** _____ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

18. TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02). The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☒ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify:** _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: as elected by the Participant.
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** _____.
- j. ☒ **Specify:** Partial Lump Sum as elected by the Participant.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☒ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.)*:

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Exclusion of rollovers in determination of \$5,000 threshold. In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p. ☒ **included.**
 q. ☐ **excluded.**

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
 b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
 c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.
 d. ☐ **Describe:** _____

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
 b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$5,000.
 3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
 4. ☐ **Specify:** _____

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
 b. ☐ **Do not apply.**
 c. ☐ **Specify:** _____

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
 b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
 c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
 d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
 e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).

f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. HEART ACT PROVISIONS (1.31(C)(3)/3.13). The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

a. ☒ **Not apply the benefit accrual provisions of Section 3.13.**

b. ☐ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**

d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11). A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. ☒ **All Contributions.** (skip to 25.)

2. ☐ **Only the following contributions.** (select all that apply):

a. ☐ **Salary Reduction Contributions.**

b. ☐ **Nonelective Contributions.**

c. ☐ **Matching Contributions.**

b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

4. ☐ **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

For vesting purposes, a "Year of Service" means:

5. _____.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** _____.

Additional Provisions (Choose d. if applicable)

- d. ☐ **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

- e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.
 2. ☐ **Matching.** As an additional Matching Contribution.

- f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
 2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

- g. ☐ **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.
 b. ☒ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a. ☐ **Custodial account(s).**
 b. ☐ **Annuity contract(s).**
 c. ☐ **Specify:** _____.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a. ☐ **No additional Valuation Dates.**
 b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
 1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
 2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.
 3. ☐ **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

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28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

1. ☐ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address: _____
Street

City State Zip
Telephone: _____

- b. ☒ Corporate Trustee

Name: Nationwide Trust Company
Address: 10 W Nationwide Blvd
Street
Columbus Ohio 43215
City State Zip
Telephone: (614) 435-5888

AND, the Corporate Trustee shall serve as:

- c. ☒ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☐ **Does not permit.**
b. ☒ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

Who may roll over (Choose one of a. or b.):

- a. ☐ **Participants only.**
b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☐ **All**. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
d. ☒ **Limited**. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:
From any Eligible Retirement Plan excluding Non-Roth After Tax Contribution types eligible to be rolled into this Plan.

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____ % of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

- 1. ☐ **Scheduled increases.** This initial percentage will increase by _____ % of Compensation per year up to a maximum of _____ of Compensation.
- 2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

- 1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

- 2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

Eligible 457 Plan

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

Separate Trust Agreement. An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: County of Ingham

By: _____

DATE SIGNED

COUNTY OF INGHAM
457(B) DEFERRED COMPENSATION PLAN

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ARTICLE I DEFINITIONS

1.01 **"Account"** means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 **"Accounting Date"** means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 **"Beneficiary"** means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 **"Code"** means the Internal Revenue Code of 1986, as amended.

1.05 "Compensation"

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any

rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE.

Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

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(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

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for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonselective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

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1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions 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 of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

Eligible 457 Plan

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

**ARTICLE II
ELIGIBILITY AND PARTICIPATION**

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

- (a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or
- (b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

- (a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or
- (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

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(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 **AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 **CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 **ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 **ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

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Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

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The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic

Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

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(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the

Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment.

Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account.

An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 **DISTRIBUTION RESTRICTIONS.** Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 **TIME AND METHOD OF PAYMENT OF ACCOUNT.** The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date

including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. 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 Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse

before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar

years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a

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distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06

gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an

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eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than

annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

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(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or

her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and

application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates;

(ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

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5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS. The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

ARTICLE VIII TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

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demand 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. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

**ARTICLE IX
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).



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Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.
2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.
3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).
4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.
5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.
6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.
7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

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8. Loan Amortization - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. Loan Repayment - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. Loan Prepayment - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. Loan Overpayment - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. Cure Period - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. Default - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

14. Loans Offered from Other Administrative Service Providers - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

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15. Suspension of Loan Repayments.

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of \$50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of \$25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a \$50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

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Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

18. Loans for the Purchase of a Principal Residence - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. Loan Correction - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. Adoption of Plan Loan Procedures - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"): County of Ingham
Street Address: 5303 South Cedar St Suite 2102
City, State, Zip Code: Lansing MI 48911
Signer's Email Address:
Plan Name ("Plan"): County of Ingham 457(b) Deferred Compensation Plan
Plan Number: 0037473001
Plan Sponsor or Plan Administrator Signature:
Title:
Date of Adoption*: * Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.
Effective Date:

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.



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Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. Loan Eligibility:

Plan elects to allow the following Participants the ability to initiate a loan under the Plan.

The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).

- ☒ Employed
- ☒ Approved Non-military Leave of Absence (only available for ACH)
- ☒ Military Leave of Absence (only available for ACH)
- ☐ Disabled (only available for ACH)
- ☐ Retired (only available for ACH)
- ☐ Terminated (only available for ACH)

Current NRS Policy: All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. General Purpose Loan Terms:

2(a). Minimum Loan Term

Plan elects the following minimum loan term:

- ☐ One year
- ☒ Other - Specify minimum loan term: 6 Months (not to be less than six months)

Current NRS Policy: The minimum loan term is one year.

2(b). Maximum Loan Term

Plan elects the following maximum loan term:

- ☒ Five years
- ☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)

Current NRS Policy: The maximum loan term is five years.

3. Minimum Loan Amount:

Plan elects to have a minimum loan amount of:

- ☒ \$1,000
- ☐ Other - Specify minimum loan amount: \$_____ (not to be less than \$500)

Current NRS Policy: The minimum loan amount is \$1,000.

4. Repayment Method:

Plan elects to provide Participants with one of the following loan repayment methods:

- ☒ Monthly Automated Clearing House ("ACH")
- ☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.
(This repayment method is limited to Employed status - see Provision 1)

Current NRS Policy: Monthly ACH is the repayment method.

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Addendum A - Plan Election Worksheet

5. Cure Period:

If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:

☒ 31 Days

☐ 60 Days

☐ 90 Days

☐ The quarter following the quarter in which the scheduled repayment was missed

Current NRS Policy: The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. Loan Interest Rate:

Plan elects the following interest rate for Participant loans:

☐ Prime Rate plus 1% plus applicable fees

☒ Prime Rate plus 2% plus applicable fees

☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees

Current NRS Policy: Prime Rate plus 2% plus applicable fees.

7. Loans for the Purchase of a Principal Residence:

7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:

☒ Yes

☐ No

In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.

Current NRS Policy: Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:

☐ Five years

☒ Other - Specify minimum loan term: 1 Year (not to be less than one year)

Current NRS Policy: Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:

☒ 15 Years

☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)

Current NRS Policy: Principal Residence loans have a maximum term of 15 years.

8. Internet Utilization:

Plan elects to allow Participants to use the internet for:

☐ Only the modeling of loans

☐ Both modeling and initiation of loans

☒ Plan declines the use of the internet for either the modeling or initiation of loans

Current NRS Policy: Participants can use the internet for modeling and initiation of loans.

Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

Agenda Item 11a

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 8/6/2019

SUBJECT: Renewal of the Informacast Support Subscription from CDWG

BACKGROUND

Informacast is an emergency notification platform that works with our internal phone system to notify staff of situations in their locations. It is frequently utilized by government entities. It was implemented with our updated phone system back in 2013. As the system had not required changes during that time, support was allowed to lapse in the 2016 budget to save money. Now in order to obtain support and make changes to bring it up to date, the support contract must be reinstated. This resolution is to bring our support current and ensure this useful tool is able to be used effectively across the County.

ALTERNATIVES

A different tool could be found and implemented. This would not only be inefficient but our investment in this product would be lost.

FINANCIAL IMPACT

The funding for the \$38,430.00 for 5 years will come from the County's Innovation and Technology Department Network Maintenance Fund #636-25810-932030.

OTHER CONSIDERATIONS

Total cost at both an annual rate and a 5 year subscription rate:

One year renewal cost (including reinstatement fee):	\$47,060.76
5 year renewal cost:	\$38,430.00

This renewal will change our subscription from the annual renewal to the 5 year renewal which also saves us a 5% increase per year. This is the most cost effective solution for moving forward that will allow us to continue to inform staff of safety concerns in their locations.

This product is quoted under the MiDEAL contract through CDWG. (#071B6600110)

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for Informacast renewal in the amount not to exceed \$38,430.00 for 5 years.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE RENEWAL OF THE INFORMACAST
SUPPORT SUBSCRIPTION**

WHEREAS, Informacast is an internal emergency notification platform used to notify staff of situations in their locations; and

WHEREAS, support for this system needs to be renewed in order to allow updates and efficient use of the product; and

WHEREAS, the renewal is quoted under the State of Michigan MiDEAL contract; and

WHEREAS, the contract amount is available in the 2019 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of the Informacast support subscription from CDWG in the amount not to exceed \$38,430.00 for 5 years.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Contract Maintenance Fund (636-25810-932030).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 11b

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 8/06/2019

SUBJECT: PACC/PAAM Licensing and Support Renewal

BACKGROUND

PACC/PAAM is the software that our Ingham County Prosecutor's Office relies on for case tracking, victims' rights notifications and warrant charging guidance information. It is a creation of the Prosecuting Attorneys Association of Michigan.

Last year's costs were \$24,048.00, so this year's cost of \$22,891.00 is a reduction from that amount.

ALTERNATIVES

None.

FINANCIAL IMPACT

The funding for the \$22,891.00 total will come from the County's LOFT Fund 636-25820-932050.

OTHER CONSIDERATIONS

The PACC/PAAM system has been used by our Prosecutor's Office for many years and is used by many of the counties in Michigan. It serves as a hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for PACC/PAAM Licensing and Support renewal in the amount of \$22,891.00.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT

WHEREAS, Ingham County Prosecutor's Office relies on our PAAC/PAMM system; and

WHEREAS, the software has been in use for many years; and

WHEREAS, the renewal for licensing and support will be \$22,891.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$22,891.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology's LOFT Fund #63625820-932050.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners County Services Committee and Finance Committee

FROM: Timothy J. Dolehanty, Controller/Administrator

DATE: August 13, 2019

SUBJECT: Resolution to Approve the Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement

BACKGROUND

On October 9, 2018 the Board of Commissioners approved Resolution 18-411 to authorize participation in a regional Multiple Employer Welfare Arrangement (MEWA) to be administered by Michigan Association of Counties (MAC). Formation of a multiple agency health insurance pool would allow participants to leverage the purchasing power of combined public agency membership and cost containment strategies to provide a low cost, high value health plan for member employees. Unfortunately, MAC subsequently determined that their organization would not administer the plan as originally proposed. Their decision resulted in a need to formally establish a consortium tasked with administration of the MEWA.

The Intergovernmental Contracts Between Municipal Corporations Act of 1951 provides that any municipal corporation may “join with any other municipal corporation, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the ownership, operation, or performance, jointly, or by any one or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately.” The Act defines “municipal corporation” to include a county, township, charter township, city, village, metropolitan district, court district, public authority, drainage district, public transportation corporation, or any other local governmental authority or local agency with power to enter into contractual undertakings.

Having already determined that furnishing medical benefits under the MEWA model is in their combined best interest, representatives of Ingham County, the City of Lansing and the Community Mental Health Authority of Clinton, Eaton and Ingham met over several months to draft a mutually acceptable municipal cooperation agreement. The intent of the agreement is:

- to formalize rules of participation in the MEWA;
- to provide a uniform structure to accomplish staff-level tasks, i.e. RFP issuance, record keeping, etc.;
- to preserve labor participation in decision-making;
- to assure that each participant is responsible for payment of premiums and fees as invoiced directly by insurance carrier(s)

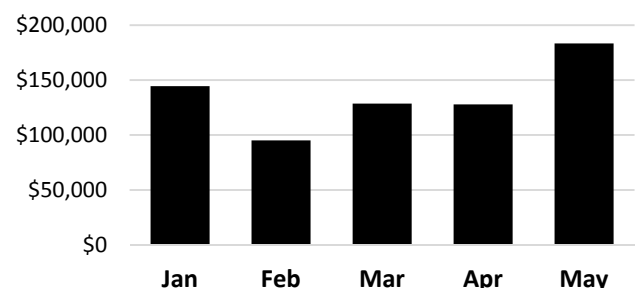
ALTERNATIVES

The Board of Commissioners may elect to revert back to the past practice of securing health insurance through the fully insured market as an individual agency. However, the County has already exhausted most savings opportunities under this model.

FINANCIAL IMPACT

The most immediate impact of participation in the health insurance pool has been establishment of a self-funded

2019 Health Insurance Savings



prescription drug program. At an 88% usage rate, employees have already maximized use generic drugs (PHP considers 85% as maximized). However, generic drugs accounted for just 19% of the total pharmacy cost in 2017. By contrast, specialty medications accounted for one percent of total prescriptions but accounted for 51% of the total cost. Through a self-funded prescription drug plan, the cost of specialty medications was substantially lowered through carrier incentive programs that also provide considerable out-of-pocket savings to employees.

Participation in the health insurance pool has resulted in total savings of \$679,502 since January 1, 2019. The savings calculation is based on difference between the cost of a fully insured health insurance plan and actual expense.

STRATEGIC PLAN CONSIDERATIONS

Participation in the Mid-Michigan Health Insurance Consortium is consistent with the Management, Finance and Governance strategies to identify efficiencies through regional collaboration, consolidation and service sharing that promotes accountability, transparency and controlling costs. Participation in the Consortium is also consistent with the purpose of the Regional Service Coordination Policy to seek out areas where local units of government are providing services that the County can enter into agreements with to also provide on behalf of the County. These agreements should be sought in order to avoid redundancy and duplicative efforts.

OTHER CONSIDERATIONS

A meeting was held July 10 to discuss the regional health insurance pool initiative with various municipalities and public agencies. The meeting was attended by 15 public agency representatives from Ingham, Eaton and Clinton Counties. Two agencies have initiated feasibility studies necessary to determine benefits of joining the consortium.

RECOMMENDATION

I respectfully recommend approval of the attached resolution to approve the Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement.

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE MID-MICHIGAN HEALTH INSURANCE CONSORTIUM
MUNICIPAL COOPERATION AGREEMENT**

WHEREAS, participation in a Multiple Employer Welfare Arrangement (MEWA) health plan pool will leverage the purchasing power of combined public agency membership and cost containment strategies to provide a low cost, high value health plan for member employees; and

WHEREAS, the Board of Commissioners approved Resolution #18-411 on October 9, 2018 to authorize participation in a regional Multiple Employer Welfare Arrangement (MEWA) to be administered by Michigan Association of Counties (MAC); and

WHEREAS, MAC subsequently determined that their organization would not administer the plan as originally proposed; and

WHEREAS, officials from Ingham County, the City of Lansing and the Community Mental Health Authority of Clinton, Eaton and Ingham met over several months to draft a mutually acceptable Municipal Cooperation Agreement under the Intergovernmental Contracts Between Municipal Corporations Act of 1951; and

WHEREAS, the Municipal Cooperation Agreement will formalize rules of participation in the MEWA, provide a uniform structure to accomplish staff-level tasks, preserve labor participation in decision-making, and assure that each participant is responsible for payment of premiums and fees as invoiced directly by insurance carrier(s); and

WHEREAS, participation with consortium partners has already resulted in significant savings to Ingham County through the self-funded prescription drug program and other economies of scale.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the attached Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement.

BE IT FURTHER RESOLVED, that Resolution #18-411 to authorize participation in a regional MEWA to be administered by MAC is hereby rescinded.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

MID MICHIGAN HEALTH INSURANCE CONSORTIUM MUNICIPAL COOPERATION AGREEMENT

**MID MICHIGAN HEALTH INSURANCE CONSORTIUM
MUNICIPAL COOPERATION AGREEMENT
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Includes carrier guidelines for participation, rating methodology for new participants and renewing participants.

MID MICHIGAN HEALTH INSURANCE CONSORTIUM MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the “Agreement”) made effective as of the ____ day of _____, 2019 (the “Effective Date”), by and among each of the signatory municipal corporations hereto (collectively, the “Participants”).

WHEREAS, Section 2 of the Intergovernmental Contracts Between Municipal Corporations Act of 1951 (the “Intergovernmental Contracts Act”) provides that any municipal corporation shall have power to join with any other municipal corporation, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the ownership, operation, or performance, jointly, or by any one or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately (MCL 124.2); and

WHEREAS, Section 1 of the Intergovernmental Contracts Act defines the term “municipal corporation” to include a county, township, charter township, city, village, metropolitan district, court district, public authority, drainage district, public transportation corporation, or any other local governmental authority or local agency with power to enter into contractual undertakings (MCL 124.1); and

WHEREAS, Section 5 of the Public Employees Health Benefits Act (the “PEHBA”) authorizes public employers to procure medical, optical or dental benefits to public employees and their dependents by procuring coverage from one or more insurance carriers together with other public employers on a pooled basis (MCL 124.75); and

WHEREAS Section 3 of the PEHBA defines the term “public employer” to include a city, village, township, county, or other political subdivision; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district; any community college or junior college; or a public university that elects to be subject to the provisions of the PEHBA (MCL 125.73); and

WHEREAS, The Participants have determined to their individual satisfaction that furnishing medical benefits for their eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations) and their eligible dependents (collectively, the “Enrollees”) (such definition does not include independent contractors and/or consultants) under a single combined medical plan sponsored by a municipal cooperative is in their best interests as it is more cost- effective and efficient. Eligibility requirements shall be determined by each Participant’s collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. Participants

1. The Participants hereby designate themselves under this Agreement as the Mid-Michigan Health Insurance Consortium (the “Consortium”) for the purpose of providing medical benefits to those Enrollees that each Participant individually elects to include in the Mid-Michigan Health Insurance Consortium Medical Plan(s) (the “Plan(s)”). Benefits under the Plan(s) shall be funded on a fully-insured basis through insurance policy(ies) issued by one or more insurance carriers selected by the Consortium.

2. The following Participants shall comprise the current membership of the Consortium (a) Ingham County; (b) City of Lansing; (c) Community Mental Health Authority of Clinton-Eaton-Ingham. Membership in the Consortium may be offered to any municipal corporation within the geographical boundaries of the Counties of Clinton, Eaton and Ingham, provided however that, in the sole discretion of the Board (as defined below). Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.
3. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
4. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
5. Participants not meeting minimum employee size requirements for insurance carrier or administrative vendor plans or programs can be sponsored by an existing participant group as part of risk sharing.
6. The Board, by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the industry boundaries set forth in Paragraph A(2) to become Participants. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.
7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re- entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. Participant Liability.

1. Each Participant is liable for payment of premiums and fees on behalf of its respective Enrollees as invoiced directly by insurance carrier(s) for the Plan(s) in accordance with the carrier's billing and payment procedures. Participants agree to utilize a benefits administration platform selected by the Consortium or another data exchange process approved by the Consortium for member enrollment additions, changes and terminations with insurance carriers and/or service providers.

2. New Participants who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the new Participant prior to its admission.

C. Board of Directors.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Plan(s), shall be referred to as the “Board of Directors” (the “Board”). The voting members of the Board shall be composed of the Chief Administrative Official of each Participant, or his/her designee, the Chair of the Joint Committee on Plan Structure and Design and the At-Large Labor Representative(s) (as set forth in Section C(12)), who shall have the authority to vote on any official action taken by the Board (each a “Director”). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.
2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium’s Chairperson in writing of its selection of a new designee to represent the Participant as a Director.
3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from July 1 through June 30 (the “Plan Year”).
4. No Director may represent more than one Participant.
5. No Director, or any member of a Director’s immediate family shall be an owner, officer, director, partner, or employee of any insurance carrier or service provider retained by the Consortium.
6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board,” as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.
7. While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate technology that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses so long as a quorum is physically present.
8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly basis at a time and place determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual

Meeting”) during October each year. Meetings of the Board shall comply with the Open Meetings Act, MCL 15.261 *et seq.*

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days-notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days-notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.
10. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members (as defined in Section J) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board’s meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives’ voting authority.

D. Weighted Voting.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.
2. For purposes of this Section D, each Director shall receive votes as follows:
 - a. Each Director representing a Participant with five hundred (500) or fewer Enrollees on the date the vote occurs shall be entitled to one (1) vote.
 - b. Each Director representing a Participant with more than five hundred (500) Enrollees on the date the vote occurs shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
 - c. The Labor Representatives shall be entitled to one (1) vote each.
3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.
4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. Actions by the Board

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required to take action on the following matters:
 - a. To approve the annual premium rates to be paid by each Participant for each Enrollee classification in the Plan.
 - b. To select and approve the benefits provided by the Plan(s), including the plan document(s), insurance certificate(s), and/or summary plan description(s).
 - c. To contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however:
 1. The charges, fees and other compensation for any contracted services shall be clearly stated in written service contracts;
 2. Payment for contracted services shall be made only after such services are rendered; and
 3. No Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium.
 - d. To designate one Participant member to retain custody of all reports, statements, and other documents of the Consortium.
 - e. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.
2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:
 - a. To fill any vacancy in any of the officers of the Consortium.
 - b. To fix the frequency, time and place of regular Board meetings.
 - c. To have a plan consultant (the "Plan Consultant") contract in place for the upcoming Plan Year, prior to July 1. The Plan Consultant will attend all Board meetings and may designate in writing alternate representatives to attend the Board's meeting when the Plan Consultant cannot attend.

Participants may contract with additional plan consultants independently from the Consortium. All fees and commissions associated with independent plan consultants are the sole responsibility of the contracted Participant.

- d. To review, consider and act on any recommendations made by the Plan Consultant.
- e. To establish administrative guidelines for the efficient operation of the Plan.
- f. To determine and notify each Participant prior to April 15 of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following July 1.
- g. To take all necessary action to ensure the Consortium is operated and administered in accordance with the applicable laws of the State of Michigan.
- h. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

F. Officers.

- 1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.
- 2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to written service contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.
- 3. Officers shall serve at the pleasure of the Board and may be removed or replace upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

G. Chairperson; Vice Chairperson; Secretary.

- 1. The Chairperson shall be the chief executive officer of the Consortium.
- 2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.
- 3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.
- H. Insurance Carrier. The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an insurance carrier for the Plan (the “Plan Administrator”).
- I. Each participant agrees to the Underwriting rules of the designated insurance carrier – See Addendum C.
- J. Joint Committee on Plan Structure and Design.
 1. There shall be a Joint Committee on Plan Structure and Design (the “Joint Committee”), which shall consist of:
 - a. A representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the “Union Members”); and
 - b. A representative of each Participant (the “Management Members”). Management Members may, but are not required to be, Directors.
 2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.
 3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.
 4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.
 5. The Union Members on the Joint Committee shall select from among the Union Members an individual to serve as an additional At-Large Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to twenty (20), the Union Members of the Joint Committee shall select from among the Union Members an additional At-Large Labor Member on the Board of Directors of the Consortium. Thereafter, for every increase of ten (10) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Member to serve as Director. The At-Large Labor Member(s) along with the Joint Committee Chair shall collectively be the “Labor Representatives” as defined in Section C(12) of this Agreement. Attached hereto as Addendum “B” is a table illustrating the addition of At-Large Labor Members as set forth in this Section.

- K. Utilization Reduction Strategies. All Participants are required to implement utilization reduction strategies as determined by the Board.
- L. Additional Benefits. Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than those provided under the Plan(s) will do so at its sole expense. This Agreement shall not be deemed to diminish or enhance such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant. Each Participant shall hold the other Participant harmless for any claims, fees, expenses or liability related to benefits the Participant offers to its employees other than those provided under the Plan(s).

Participants acknowledge the Consortium plan is not subject to the benefit level requirements negotiated by each Participant's union representation and to meet any benefit level requirements, each Participant will need to independently contract with a Board approved Third Party Administrator to manage the benefit levels through a Health Reimbursement arrangement.

Participants may also carve out their prescription benefits in accordance with the carrier underwriting guidelines as outlined in Addendum C. Participants carving out prescription benefits should pursue Rx alternative reimbursement opportunities to reduce any potential cost impact to the Consortium's Plan.

M. Withdrawal of Participant.

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.
2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to April 1 of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.
3. Any withdrawing Participant shall be responsible for any premiums owed to the insurance carrier(s) through the end of the Plan Year.

N. Dissolution, Renewal and Expulsion.

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to Participants. The Board shall develop and submit to Participants for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.
2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date").

- a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.
 - b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before October 1 preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.
 - c. As soon as practicable after October 1, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before February 1 preceding the Review Date.
 - d. Notwithstanding the foregoing or Section S hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.
3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:
- a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or
 - b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, and an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section O of this Agreement.

- O. Representations and Warranties of Participants. Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:
1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
 2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
 3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
 4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
 5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.
 6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.
- P. Records. The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiduciary. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.
- Q. Changes to Agreement. Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies.
- R. Confidentiality. Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

S. Miscellaneous Provisions.

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.
2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts in Ingham County whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, or Southern Division.
5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
7. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.
8. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
9. The Consortium shall comply with the Open Meetings Act, MCL 15.261 *et seq.*, and the Freedom of Information Act, MCL 15.231 *et seq.*

T. Approval, Ratification, and Execution.

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.
3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

COUNTY OF INGHAM

CITY OF LANSING

By: _____

Bryan L. Crenshaw, Chairperson
County Board of Commissioners

By: _____

Date: _____

Date: _____

**COMMUNITY MENTAL HEALTH
AUTHORITY OF CLINTON EATON
INGHAM**

By: _____

Date: _____

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representatives (the Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members) shall have 1 vote each, irrespective of the votes available to the Participants.

Addendum B

Illustration of At-Large Labor Member Calculation

<u>Total Number of Participants</u>	<u>Total Number of At-Large Labor Member</u>
< 20	1
20-29	2
30-39	3
40-49	4
50-59	5
60-69	6

Addendum C

Carrier Underwriting Guidelines Physicians Health Plan (PHP)

Consortium Guidelines

1. PHP is the sole Consortium carrier in the PHP Service Area. Exceptions must be mutually agreed between PHP and Consortium governing leadership.
2. Segments covered by PHP in the Consortium cannot be dual offered to carriers outside of the Consortium. Any exceptions must be approved by PHP and Consortium governing leadership.
3. Pre-65 Retiree Segments are not permitted without an employer's active segment.
4. Medicare Retirees are not eligible for the Consortium; any exceptions must be approved by PHP and Consortium governing leadership.
5. Benefit Policy Rules - Consortium is required to have common fully insured base plan designs and contract independently with 44North to provide Third Party Administrative services to manage benefit coverages to the Participant union negotiated plan designs via a Health Reimbursement Arrangement (HRA).
6. Prescription Drug Carveouts Policy
 - Prescription coverage will be carved out and self-funded for groups with 100 or greater enrolled subscribers.
 - Pharmacy rebates are not eligible for consideration in renewal development for medical only plans.
 - Prescription Drug coverage may not be carved and self-funded for groups less than 100 enrolled subscribers.
 - All HSA plans and employer groups with less than 100 enrolled subscribers will be fully insured by PHP for medical and prescription drug coverage.
7. Consortium's renewal date is 7-1. Groups within the Consortium must select an individual renewal date from the following: 7-1, 8-1, 9-1, 10-1, 11-1, 12-1, 1-1.
8. PHP must have access to medical, illustrative HRA and Rx information for PHP members before PHP rates are final. These include but are not limited to:
 - Pharmacy Benefit Descriptions
 - Formulary descriptions
 - Medical HRA illustrative rates

- RX illustrative rates
- Wrap and pharmacy changes for upcoming year
- Commission changes
- Employee Contributions

Rating Methodology

New Groups

1. Initial group specific rates based on group's historical experience and demographics. A year one group specific trend renewal may be offered by PHP. New groups will not be considered as part of the Consortium renewal calculation until their second renewal.
2. Any proposed rates are subject to rerating when membership changes by + / -10%.

Renewal Rating

1. The development of premium rates is based on the combined incurred medical and applicable fully insured prescription drug experience of the Consortium.
2. The projected rates will be developed using PHP's filed experience rating methodology.
3. Credibility factors will be determined based on the combined Consortium average subscribers for the Consortium experience period.
4. Pooling Levels and Charges will be based on the combined Consortium average subscribers for the experience Period.
5. Any proposed rates are subject to rerating when membership changes by + / -10%.

Key Components of Sample Consortium Renewal Rate Calculation for 7-1-2019

1. Charged Consortium claims incurred through 11/1/2017 to 10/31/2018 with Paid and Completion through 12/31/2018.
2. Projection of Total required annual revenue for 7/1/2019 Consortium renewal date using PHP's experience rating methodology.
3. Final required annual Consortium revenue determined after trending to group specific renewal dates.
4. Total Consortium Rate Change is final required annual Consortium revenue after trend adjustments/ Current Consortium Annualized Premium minus 1.

5. Establish a performance stabilization rating methodology to provide slotted renewal to reflect group specific performance. Results must achieve the overall composite rate change required for Consortium. To be developed in conjunction with PHP and Consortium leadership.

HSA or groups with fewer than 100 enrolled

Included in Consortium renewal when eligible. Rx required premium will be developed with the Consortium of Rx experience and related subscriber/members. Medical claims will be included with all non-HSA medical claims experience.