

SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

318



FROM: Human Resources Department

SUBMITTAL DATE:  
 April 6, 2016

SUBJECT: Ratify and Approve the Amendment and Restatement of the Riverside County Money Purchase Plan ("Plan") and Participation Agreements in the Plan by Riverside County Special Districts [District - All] [Total Cost - \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify, approve, and adopt the Riverside County Money Purchase Plan Resolution authorizing the Amendment and Restatement of Retirement Plan via Adoption of VALIC Retirement Services Company Retirement Plan for Governmental Employers (Exhibit A);
2. Ratify and approve Adoption Agreement #002 – Riverside County Money Purchase Plan effective January 1, 2016 (Exhibit B), including the Addendum to Riverside County Money Purchase Plan (Exhibit C), Appendix A Special Effective Dates (Exhibit D), and Basic Plan Document (Exhibit E);
3. Ratify and approve Participation Agreements in the Plan effective January 1, 2016 by Riverside County Waste Resources Management District (Exhibit F), Riverside County Flood Control and Water Conservation District (Exhibit G), and Riverside County Regional Park and Open Space District (Exhibit H);

Michael T. Stock  
 Asst. County Executive Officer/  
 Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: There is no direct cost to the County for any of these recommended actions. Budget Adjustment: No  
 For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:   
 Lani Sioson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL  
 BY: KATHY L. WATTS-BAZZAN  
 DATE: 4/7/16

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 12/13/2011; 3.22 | District: ALL | Agenda Number:

3-18

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FORM 11: Ratify and Approve the Amendment and Restatement of the Riverside County Money  
 Purchase Plan ("Plan") and Participation Agreements in the Plan by Riverside County Special  
 Districts [District - All] [Total Cost - \$0]**

**DATE: April 6, 2016**

**PAGE: 2 of 4**

**RECOMMENDED MOTION (continued):** That the Board of Supervisors:

4. Authorize the Chairperson to sign four (4) copies of the resolution and each agreements; and retain one (1) copy of each signed agreement and the resolution and return three (3) copies to Human Resources for distribution.

**BACKGROUND:**

**Summary**

Internal Revenue Service (IRS) regulations require plans such as the Riverside County Money Purchase Plan ("Plan") to be amended periodically to reflect legislative and regulatory changes.

VALIC Retirement Services Company ("VALIC") provided updated provisions that are required to be adopted by April 30, 2016 to comply with the Pension Protection Act. The legislative changes incorporated in the amended and restated Plan document include the following:

- Pension Protection Act ("PPA")
- Final regulations under Internal Revenue Code Section 415
- Heroes Earnings Assistance and Relief Tax Act ("HEART")
- Worker, Retiree and Employer Recovery Act ("WRERA")
- Small Business Jobs Act ("JOBS")

The IRS approved VALIC's Governmental Volume Submitter Plan as acceptable under Section 401 of the Internal Revenue Code (Exhibit K). The County's Plan requires special provisions, attached as Exhibit C (Addendum), which cannot be accommodated by VALIC's Governmental Volume Submitter Plan. County's reliance on the IRS advisory letter issued to VALIC may be limited. County Addendum incorporates changes to Section G.3.a.(v) and G.3.c. of the Adoption Agreement regarding the contributions that are set forth in the County of Riverside Memorandum of Understandings, Salary Ordinance, and/or contract.

The Resolution (Exhibit A), Plan documents (Exhibits B through E), and Participation Agreements (Exhibits F through H) are attached. The attached VALIC Amendment Explanation (Exhibits I and J) and IRS advisory letter (Exhibit K) are included as reference.

The following Table summarizes Plan specific amendments and the recommended action:

<b>Section:</b>	<b>Elective Provisions:</b>	<b>Default provisions of the Amendment will apply unless alternatives are elected:</b>
G. 8	Continued benefit accruals for participants on military leave	Default provision applies. Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act (HEART Act) are not provided.
H. 1	Compensation with respect to participants	Compensation with respect to participants means 415 safe-harbor compensation with no exclusions.
H. 6	Differential wage payments will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes	Default provision applies. Differential wage payments are treated as Compensation for all Plan benefit purposes.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify and Approve the Amendment and Restatement of the Riverside County Money  
Purchase Plan ("Plan") and Participation Agreements in the Plan by Riverside County Special  
Districts [District - All] [Total Cost - \$0]**

**DATE: April 6, 2016**

**PAGE: 3 of 4**

<b>Section: Elective Provisions:</b>	<b>Default provisions of the Amendment will apply unless alternatives are elected:</b>
H. 7 Compensation paid after severance from employment	Default provisions apply. <ul style="list-style-type: none"> <li>The provision of the Plan setting forth the definition of compensation for purposes of Code § 415 ("415 Compensation") shall be modified by (1) including payments for unused sick, vacation, or other leave and payments from nonqualified unfunded deferred compensation plans, (2) excluding salary continuation payments for participants on military leave, and (3) excluding salary continuation payments for disabled participants.</li> <li>The "first few weeks rule" does not apply for purposes of 415 Compensation.</li> <li>The Plan's definition of compensation for allocation purposes ("Plan Compensation") shall be modified to provide for the same adjustments to Plan Compensation (for all contribution types) that are made to 415 Compensation.</li> </ul>
O Non-spousal rollovers	Default provision applies. Non-spousal beneficiary rollovers are allowed effective for distributions made after December 31, 2006.
P In-service distributions at age 62 or later	County declined the default provision and has elected to not apply any limitations to in-service distributions. In-service distributions will be allowed for Participants at age 62, (cannot be less than age 62), effective as of January 1, 2012.
Q Qualified reservist distributions	Default provision applies. Qualified Reservist Distributions are not allowed.
R Distributions for "deemed" severance of employment of participant on military leave	Default provision applies. The Plan does not permit distribution of elective deferrals to individuals performing qualified military service on account of their "deemed" severance of employment.
U Worker, Retiree, and Employer Recovery Act (WRERA), Required Minimum Distribution (RMD) waivers for 2009	Default provision applies. RMDs continue in accordance with the terms of the plan for participants or beneficiaries receiving installment payments unless, such participant or beneficiary elects otherwise, whereas RMDs are suspended for all other participants and beneficiaries.

**Impact on Residents and Businesses**

There is no direct impact on residents or businesses in the County of Riverside.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The proposed amendments do not result in any financial cost to the County.

**Contract History and Price Reasonableness**

VALIC has provided deferred compensation services to the County of Riverside since July 1, 1998. VALIC holds an A+ rating with Standard & Poor's and Fitch, and has been in business for more than 50 years.

VALIC has continued to partner with the County in administering the County's Deferred Compensation Plan. VALIC offers financial and retirement services, along with providing educational and investment tools to County employees and retirees for more than a decade.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify and Approve the Amendment and Restatement of the Riverside County Money  
Purchase Plan ("Plan") and Participation Agreements in the Plan by Riverside County Special  
Districts [District - All] [Total Cost - \$0]**

**DATE: April 6, 2016**

**PAGE: 4 of 4**

**ATTACHMENTS:**

- Exhibit A: Resolution Authorizing Amendment and Restatement of Retirement Plan via Adoption of VALIC Retirement Services Company Retirement Plan for Governmental Employers
- Exhibit B: Adoption Agreement #002 – Money Purchase Pension Plan
- Exhibit C: Adoption Agreement #002 – Addendum to Riverside County Money Purchase Plan
- Exhibit D: Adoption Agreement #002 – Appendix A Special Effective Dates
- Exhibit E: VALIC Retirement Services Company Retirement Plan for Governmental Employers Basic Plan Document
- Exhibit F: Participation Agreement – Riverside County Waste Resources Management District
- Exhibit G: Participation Agreement – Riverside County Flood Control and Water Conservation District
- Exhibit H: Participation Agreement – Riverside County Regional Park and Open Space District
- Exhibit I: VALIC Amendment Explanation – Pension Protection Act (PPA) and Heroes Earnings Assistance and Relief Tax Act (HEART) and Worker, Retiree, and Employer Recovery Act (WRERA)
- Exhibit J: VALIC Amendment Explanation – Final 415 Regulations
- Exhibit K: Department of the Treasury, Internal Revenue Service – Volume Submitter Money Purchase Pension Plan J593779a



**PARTICIPATION AGREEMENT**

[ ] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2015 2016

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: (Choose one of (a) or (b))

- a. [ ] The adoption of a new plan by the Participating Employer.
- b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Waste Resources Management District and having an original effective date of: July 1, 1998.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: (Choose one or more of (a) through (e) as applicable)

- a. [X] Eligibility.
- b. [X] Vesting.
- c. [X] Contribution Accrual.
- d. [X] Early Retirement Age.
- e. [X] Normal Retirement Age.

Name of Plan:	Name of Participating Employer:
<u>Riverside County Money Purchase Plan</u>	<u>Riverside County Waste Resources Management District</u>
	Signed: <u></u>
	Name: <u>Joseph R. McCann</u>
	Title: <u>Asst. Chief Engineer</u>
	Date: <u>3/29/16</u>
	Participating Employer's EIN: _____

**Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.**

Name of Signatory Employer: _____	Name(s) of Trustee: <u>AIG Federal Savings Bank</u>
Signed: _____	Signed: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:  
Clerk of the Board  
Kecia Harper-Ihem

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Approved as to Form:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

\_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPATION AGREEMENT**

[ ] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2015 2016

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: (Choose one of (a) or (b))

a. [ ] The adoption of a new plan by the Participating Employer.

b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Flood Control and Water Conservation District and having an original effective date of: July 1, 1998.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: (Choose one or more of (a) through (e) as applicable)

- a. [X] Eligibility.
- b. [X] Vesting.
- c. [X] Contribution Accrual.
- d. [X] Early Retirement Age.
- e. [X] Normal Retirement Age.

Name of Plan: Riverside County Money Purchase Plan

Name of Participating Employer: Riverside County Flood Control and Water Conservation District

Signed: Jeanine J. Rey

Name: Jeanine J. Rey

Title: Finance Director

Date: March 28, 2016

Participating Employer's EIN: 93-1171062

**Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.**

Name of Signatory Employer: MICHAEL T. STOCK

Name(s) of Trustee: AIG Federal Savings Bank

Signed: [Signature]

Signed: \_\_\_\_\_

Name/Title: ASST CEO / HR DIRECTOR

Name/Title: \_\_\_\_\_

Date: 4/11/2016

Date: \_\_\_\_\_

[Note: Each Participating Employer must execute a separate Participation Agreement.]



IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

**ATTEST:**  
Clerk of the Board  
Kecia Harper-Ihem

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

\_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARTICIPATION AGREEMENT

[ ] Check here if not applicable and do not complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2015 2016

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: (Choose one of (a) or (b))

- a. [ ] The adoption of a new plan by the Participating Employer.
- b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Regional Park and Open Space District, and having an original effective date of: July 1, 1998.

3. PREDECESSOR EMPLOYER SERVICE. In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: (Choose one or more of (a) through (e) as applicable)

- a. [X] Eligibility.
- b. [X] Vesting.
- c. [X] Contribution Accrual.
- d. [X] Early Retirement Age.
- e. [X] Normal Retirement Age.

Name of Plan:	Name of Participating Employer:
<u>Riverside County Money Purchase Plan</u>	<u>Riverside County Regional Park and Open Space District</u>
	Signed: <u>[Signature]</u>
	Name: <u>Beank Hov</u>
	Title: <u>Chief - Business Operations</u>
	Date: <u>March 21, 2016</u>
	Participating Employer's EIN: <u>1583</u>

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: _____	Name(s) of Trustee: <u>AIG Federal Savings Bank</u>
Signed: _____	Signed: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

**ATTEST:**

Clerk of the Board  
Kecia Harper-Ihem

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

\_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_





## PPA (Pension Protection Act) and HEART (Heroes Earnings Assistance and Relief Tax Act) and WRERA (Worker, Retiree and Employer Recovery Act) Amendment Explanation

### ARTICLE I – PREAMBLE

#### Section 1.1: Effective date of Amendment.

This section establishes the intent of the Amendment to facilitate plan compliance with recent law changes. It also provides that the Amendment will be effective on various dates as reflected throughout the Amendment.

#### Section 1.2: Superseding of inconsistent provisions.

This section is a reminder that the Amendment will supersede any provisions of your plan to the extent those provisions are inconsistent with the Amendment.

#### Section 1.3: Employer's election.

This section clarifies that, unless the Employer elects otherwise in Section 2.2, the Employer is adopting all of the default provisions of the Amendment.

#### Section 1.4: Construction.

This section clarifies that all references to a "Section" number are references to the sections of the Amendment, not sections of the plan.

#### Section 1.5: Effect of restatement of Plan.

This section provides that this Amendment will survive any subsequent restatement of the Plan (*i.e.*, if the Plan is restated, the Employer does not need to re-adopt this Amendment). However, any future restatements of the Plan may also incorporate (or change) the provisions of this Amendment under the terms of the restated Plan.

### ARTICLE II – ELECTIVE PROVISIONS

This Article provides for elective provisions. If the Plan Sponsor intends to utilize all of the default provisions, these questions should be skipped. Otherwise, the Plan Sponsor needs to complete the questions in Section 2.2 through 2.9 in order to override the default provisions.

#### Section 2.1: Default Provisions.

This section lists the default provisions of the Amendment. These defaults will apply unless alternatives are elected in sections 2.2 through 2.9.

- Non-spousal beneficiary rollovers are allowed effective for distributions made after December 31, 2006.
- Hardship distributions for expenses of a beneficiary are allowed effective as of August 17, 2006.
- The option to permit in-service distributions at age 62 (with respect to amounts attributable to a money purchase pension plan, target benefit plan, or any other defined contribution plan that has received a transfer of assets from a pension plan) is not adopted.
- Qualified Reservist Distributions are not allowed.
- Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.
- Differential wage payments (DWPs) are treated as Compensation for all purposes for all Plan benefit purposes.
- The Plan **does not** permit distribution of elective deferrals to individuals performing qualified military service on account of their "deemed" severance of employment.
- Required Minimum Distributions (RMDs) for 2009 shall continue in accordance with the terms of the Participants or Beneficiaries receiving distributions in the form of installment payments (unless such Participant or Beneficiary elects otherwise), but shall be suspended for all other Participants and Beneficiaries.

#### Sections 2.2 – 2.8 PPA HEART ACT Provisions.

This section should be completed if the Employer wishes to change one or more of the "default" provisions that relate to the PPA HEART and WRERA Act and wishes to apply alternative elections. The Employer should ensure that any elections reflect the actual operation of the Plan. In lieu of the default provision regarding the allowance of Non-Spousal rollovers as permitted under the PPA HEART Act (the default is to provide for such Non-spousal rollovers), the Plan Sponsor **may choose** one of the following:

- **Select 2.2a.** to not permit Non-spousal rollovers effective prior to the first day of the 2010 Plan Year.
- **Select 2.2b.** to permit Non-spousal rollovers as of an effective date between January 1, 2007 and December 31, 2009.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT NON-SPOUSAL ROLLOVERS ARE ALLOWED UNDER THE PLAN FOR PLAN YEARS BEGINNING AFTER JANUARY 1, 2007

In lieu of the default provision regarding the Hardship distributions for expenses of Beneficiaries (the default is to allow for these hardship distributions to be effective August 17, 2006), the Plan Sponsor **may choose** one from the following:

- **Select 2.3a.** to not permit Hardship distributions for beneficiary expenses or
- **Select 2.3b.** to allow such hardship distributions as of an effective date after August 17, 2006.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT HARDSHIP DISTRIBUTIONS FOR BENEFICIARY EXPENSES SHALL BE ALLOWED BEGINNING AFTER AUGUST 17, 2006.

In lieu of the default provision regarding In-service distributions at age 62 on amounts attributed to money purchase pension plan target or any other defined contribution plan that has received a transfer of assets from a pension plan, (the default is to not allow) the Plan Sponsor **may choose** one from the following:

- **Select 2.4.a.1.** to allow such In-service distributions at age 62 as of an effective date later than January 1, 2007. and
- **Select 2.4.a.2** to apply the same restrictions that apply to other in-service distributions under the plan.
- **Select 2.4.a.3.** to allow such in-service distributions at age 62 with no limitations.
- **Select 2.4.a.4.a.** to all such in-service distributions at age 62 with a minimum distribution amount (not to exceed 1,000.00).
- **Select 2.4.a.4.b** to limit the number of allowable in-service distributions at age 62.
- **Select 2.4.a.4.c** to only allow distributions from fully vested accounts.



- **Select 2.4.a.4.d** to allow such in-service distributions at age 62 with additional restrictions (must be determinable and not subject to discretion).

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT IN-SERVICE DISTRIBUTIONS AT AGE 62 WILL NOT BE ALLOWED.

**In lieu of the default provision regarding the Qualified Reservists Distributions ( the default is to not allow), the Plan Sponsor may choose the following:**

- **Select 2.5.a.** to allow such Qualified Reservists Distributions as of an effective date at the Plan Sponsors discretion (may not be earlier than September 12, 2001).

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT QUALIFIED RESERVISTS DISTRIBUTIONS WILL NOT BE ALLOWED.

**In lieu of the default provision regarding Continued benefit accruals pursuant to the HEART Act ( the default is to not provide for such benefit accruals), the Plan Sponsor may choose the following:**

- **Select 2.6.a.** to allow such benefit accruals where an individual who dies or becomes disabled while performing military service shall be treated as if the participant had resumed employment on the day preceding death or disability and terminated on the actual date of death or disability.
- **Select 2.6.a.1** to provide for continued benefit accruals, as permitted under HEART, effective as of the first day of the 2007 Plan Year.
- **Select 2.6.a.2** to provide for continued benefit accruals, as permitted under HEART, effective as of a date later than the first day of the 2007 plan year (Date must be inserted in blank).

**Select 2.6.a.3 to establish a date beyond which the plan will no longer provide for continued benefit accruals, as permitted under HEART (if the Employer had previously elected to provide for such benefit accruals).**

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT THE PLAN WILL NOT PROVIDE FOR CONTINUED BENEFIT ACCRUALS.

**In lieu of the default provision regarding differential wage payments (the default is to treat these payments as Compensation for all purposes under the Plan, and for this provision to be effective for Plan Years beginning after December 31, 2008), the Plan Sponsor may choose one from the following:**

- **Select 2.7b.1.** to include DWPs as Compensation for all purposes as of a date later than the first plan year beginning after December 31, 2008. (Date must be inserted in blank).
- **Select 2.7b.2.** to include DWPs as Compensation only for purposes of making Elective Deferrals.
- **Select both 2.7.b.1. and 2.** to include DWPs as Compensation only for purposes of making Elective Deferrals, as of a date later than the first Plan Year beginning after December 31, 2008. (Date must be inserted in blank).

The HEART Act provides that any compensation that is paid to individuals on military leave (also known as "differential wage payments" or DWPs) must be generally be treated as "compensation" for plan purposes. **However, subsequent IRS guidance has clarified that although DWPs must be treated as "compensation" for purposes of the limit on annual additions under Code Section 415 (which is the lesser of \$49,000 or 100% of compensation); DWPs may, but are not required to be, treated as compensation for purposes of allocations or benefits. Thus, plan sponsors may elect whether to treat DWPs as compensation for purposes of elective deferrals (i.e., whether to allow those in the military to make elective deferrals from DWPs), and (separately) whether to treat DWPs as compensation for purposes of employer contributions (i.e., whether employer matching or profit sharing contributions should be made with respect to DWPs).**

The enclosed amendment has been drafted such that the "default" provision is to **include** DWPs in compensation for all purposes (for both deferrals and employer contributions), and for this provision to be effective as of the first day of the 2009 plan year. **However, by completing Article II and executing the Amendment, you may elect not to include DWPs in compensation for purposes of employer contributions, or you may elect not to include DWPs in compensation (for purposes of employer contributions) until a date later than the first day of the 2009 plan year.** [Note that prior to the HEART Act, DWPs were not considered 415 compensation *unless* the plan document specifically provided for their inclusion in 415 compensation, and because few plans treated DWPs as 415 compensation, few plans treated them as compensation for purposes of deferrals or employer contributions.] **If your plan did not treat DWPs as "compensation" for purposes of employer contributions during the 2009 plan year, you may elect to delay the effective date of that provision until 2011 or later. Alternatively, if you do not wish to include DWPs in compensation (for purposes of employer contributions) going forward, you may elect to treat DWPs as compensation *solely* for purposes of elective deferrals.**

**The amendment also clarifies that not only are the survivors of a Participant who dies while performing qualified military service entitled to any additional benefits that the Participant would have received had the Participant returned to employment before he/she died, but the Plan must also credit the Participant's qualified military service as service for vesting purposes.**

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT DWPS SHALL BE TREATED AS COMPENSATION FOR ALL PURPOSES UNDER THE PLAN FOR PLAN YEARS BEGINNING AFTER DECEMBER 31, 2008.

**In lieu of the default provision regarding distributions on account of the "deemed" severance from employment of individuals performing qualified military service (the default is that the Plan shall NOT permit such distributions), the Employer may choose one of the following:**

- **Select 2.8c.** to permit distributions on account of "deemed" severance of employment (as of January 1, 2007).
- **Select 2.8d.** to permit distributions on account of "deemed" severance of employment as of a date later than January 1, 2007. (Date must be inserted in blank)

The subsequent IRS guidance regarding the HEART Act also clarified that, **although participants on military leave are "deemed" to have severed employment (for purposes of the withdrawal restrictions applicable to elective deferrals), such that they may legally take a distribution of their elective deferral accounts, plans are not required to allow such distributions. Therefore, you (the plan sponsor)**



may elect to allow such distributions as of January 1, 2007 (or as of a date later than the January 1, 2007 effective date of the rule) by completing Article II of the Amendment and executing the Amendment.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE PLAN WILL NOT PERMIT DISTRIBUTIONS BASED ON "DEEMED" SEVERANCE OF EMPLOYMENT.

#### **Section 2.9 WRERA (RMD Waivers for 2009)**

This section should be completed if the Employer wishes to change the default provision in Section 2.1 regarding 2009 Required Minimum Distributions. The default is that 2009 RMDs continued to be made for Participants and Beneficiaries receiving installment payments (unless the Participant or Beneficiary elected otherwise), but were suspended for all other Participants.

In lieu of the default, the Employer may choose one of the following:

- **Select 2.9a.** to indicate that RMDs for 2009 continued for **all** Participants and Beneficiaries **unless** elected otherwise by the Participant or Beneficiary.
- **Select 2.9b.** to indicate that RMDs for 2009 continued for all Participants and Beneficiaries, **but only** those Participants or Beneficiaries receiving installments could elect otherwise.
- **Select 2.9c.** Other: Insert method used for handling RMDs in 2009.

IF NO ELECTION IS MADE IN THIS SECTION, THE PLAN WILL PROVIDE THAT **2009 RMDs WERE CONTINUED FOR THOSE INDIVIDUALS RECEIVING INSTALLMENT PAYMENTS (UNLESS THEY ELECTED OTHERWISE), BUT WERE SUSPENDED FOR ALL OTHERS.**

#### **Treatment of 2009 RMDs as eligible rollover distributions**

If the Employer does not check options 2.9d. or e., the Plan will provide that Participants were offered a direct rollover option only with respect to amounts that would otherwise have been "eligible rollover distributions" without regard to the 2009 waiver. Thus, **unless the Employer elects options 2.9d. or e.**, the Plan will provide that Participants were not offered a "direct rollover" option for any payment that was part of a series of payments that were scheduled to last for the life or life-expectancy of the Participant, or for a period of more than 10 years, and that they were not offered a direct rollover option for the portion of any other distribution that would have been a 2009 RMD. In lieu of this "default" provision, the Employer may choose one of the following:

- **Select 2.9d.** to indicate that **2009 RMDs and installment payments that included 2009 RMDs were treated** as eligible rollovers.
- **Select 2.9e.** to indicate that **2009 RMDs were treated** as an eligible rollovers, but **only** if they were paid with additional amounts that were eligible for rollover without regard to the 2009 waiver.

IF NO ELECTION IS MADE IN THIS SECTION, THE PLAN WILL PROVIDE THAT A DIRECT ROLLOVER OPTION WAS OFFERED ONLY FOR AMOUNTS THAT WOULD HAVE BEEN "ELIGIBLE ROLLOVER DISTRIBUTIONS" WITHOUT REGARD TO THE 2009 WAIVER.

### **ARTICLE III – PARTICIPANT DISTRIBUTION NOTIFICATION**

#### **Section 3.1: 180 day notification period.**

For distribution notices issued in plan years beginning after December 31, 2006, the maximum notice period will be 180 days instead of 90 days.

### **ARTICLE IV – ROLLOVER OF AFTER-TAX/ROTH AMOUNTS**

#### **4.1: Direct Rollover to qualified plan/403(b) plan.**

This section of the amendment provides that for taxable years after December 31, 2006, a participant may elect to transfer employee after-tax or Roth contributions by means of a direct rollover to a qualified plan or a 403(b) plan. The recipient plan must agree to separately account for the transferred amounts, including the amount includible in gross income and the amount not includible in gross income.

### **ARTICLE V – DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION**

#### **5.1: Non-spouse beneficiary rollover right.**

This amendment section provides that for distributions after **December 31, 2009** (and, unless an election to the contrary was made in section 2.2, for distributions after December 31, 2006), a non-spouse beneficiary **may** roll over an eligible rollover distribution to an inherited IRA.

#### **5.2: Certain requirements not applicable.**

Section 5.2 clarifies that although section 5.1 permits the rollover of certain distributions to a non-spouse beneficiary, such distributions made prior to January 1, 2010 are not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). Further, the distribution is not eligible for a "60-day" rollover.

#### **5.3: Trust beneficiary.**

Section 5.3 provides that if the participant's beneficiary is a trust, the plan may make the direct rollover to an IRA on behalf of the trust, provided that the trust satisfies the requirements to be a designated beneficiary.

#### **5.4: Required minimum distributions not eligible for rollover.**

This section clarifies that required minimum distributions are not eligible for rollover. However, if the participant dies prior to the required beginning date and the non-spouse beneficiary rolls over the maximum amount eligible for rollover, the beneficiary may elect either the 5-year rule or the life expectancy rule in determining required minimum distributions from the IRA.

### **ARTICLE VI – DISTRIBUTION BASED ON BENEFICIARY HARDSHIP**

#### **6.1: Beneficiary-based distribution.**

Unless otherwise elected in Section 2.3, effective August 17, 2006, a participant's hardship event for purposes of the safe harbor provisions of the Treasury regulations **includes an immediate and heavy need of the participant's primary beneficiary that would constitute a hardship event if it occurred with respect to the participant's spouse or dependent.** Such hardship events are limited to educational expenses, funeral expenses and certain medical expenses. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the plan and has an unconditional right to all or a portion of the Participant's account balance under the plan upon the participant's death.

### **ARTICLE VII – IN-SERVICE PENSION DISTRIBUTIONS**

#### **7.1: Age 62 distributions**

This section provides for in-service distributions at age 62 for pension plans. Section 7.1 of the amendment provides that, if elected in Section



2.4.a, and beginning on the effective date specified in that section, **if the plan is a money purchase pension plan, a target benefit plan, or any other defined contribution plan that has received a transfer of assets from a pension plan**, a participant who has attained age 62 and who has not separated from employment may elect to receive a distribution of their vested account balance (or, in the case of a transferee plan, of the transferred account balance).

## **ARTICLE VIII – DIRECT ROLLOVER TO ROTH IRA**

### **8.1: Roth IRA rollover.**

For distributions made after December 31, 2007, a participant may elect to roll an eligible rollover distribution directly to a Roth IRA.

## **ARTICLE IX – DOMESTIC RELATIONS ORDER**

### **9.1: Permissible DROs**

Effective April 6, 2007, a domestic relations order that otherwise meets the requirements for a qualified domestic relations order (DRO) will not fail to be a DRO solely because the order is issued after or revises another domestic relations order or DRO, or solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.

### **9.2: Other DRO requirements apply.**

A domestic relations order described in Section 9.1 is subject to the same requirements and protections that apply to all DROs.

## **ARTICLE X – QUALIFIED RESERVISTS DISTRIBUTION**

### **10.1: 401(k) distribution restrictions.**

Section 10.1 provides that if elected in Section 2.5.a, and beginning on the effective date specified in that section, the plan permits a participant to elect a Qualified Reservist Distribution.

### **10.2: Qualified Reservist Distribution defined.**

A Qualified Reservist Distribution is defined as any distribution to an individual ordered or called to active duty after September 11, 2001, if (1) the distribution is from amounts attributable to elective deferrals in a 401(k) plan, (2) the individual was, by reason of being a member of a reserve component, ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) the plan makes the distribution during the period beginning on the date of such order or call and ending at the close of the active duty period.

## **ARTICLE XI – HEART ACT PROVISIONS**

### **Section 11.1: Death benefits.**

This section clarifies that, **pursuant to the HEART Act, the survivors of a Participant who dies while performing qualified military service 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 employment and then terminated employment on account of death. (Thus, for example, if the Plan provides for 100% vesting upon death prior to termination of employment, the Beneficiary of a partially vested Participant who dies while performing military service will be entitled to 100% of the Participant's account balance.) In addition, **the Plan must credit the Participant's qualified military service as service for vesting purposes.**

### **Section 11.2: Benefit accrual.**

This section is intended to **clarify that continued benefit accruals pursuant to HEART are optional. The Employer may elect to provide for such accruals, and may elect the effective date of this provision**, but the Employer is not required to do so (and the default is not to apply the provisions of this section).

If the Employer elects, in Section 2.6, for this provision to apply, then for purposes of benefit accruals, the Plan **shall** treat an individual who dies or becomes disabled while performing qualified military service as if the individual had resumed employment on the day preceding death or disability and terminated employment on the actual date of death or disability.

The Plan will then determine the amount of employee contributions and elective deferrals (of an individual treated as reemployed under this provision) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of (i) the 12-month period of service immediately prior to qualified military service or (ii) the actual length of continuous service with the Employer.

### **Section 11.3: Differential wage payments (DWPs).**

This section clarifies that, for years beginning after December 31, 2008, (i) **an individual receiving a DWP is treated as an employee of the Employer making the payment**, and (ii) **the DWP must be treated as Compensation** for purposes of the Code Section 415 limit (and for purpose of plan provisions, such as the determination of HCEs and the minimum top-heavy contribution, that are based on 415 compensation). Unless the Employer elects otherwise (in Section 2.7b), DWPs will be treated as compensation for all plan purposes (including for purposes of allocations or benefits), and the Plan will not be treated as failing to meet the requirements of any of the provisions described in Code Section 414(u)(1)(C) or any corresponding provision of the plan (such as the plan provisions relating to the ADP and ACP tests) by reason of any contribution or benefit that is based on the DWP. In addition, in applying those provisions and/or performing those tests, the Employer may operationally determine whether to take into account any deferrals or matching contributions that are attributable to DWPs. The Employer may elect, in Section 2.7b., to include DWPs as compensation for purposes of allocations or benefits as of a date later than the first plan year beginning after December 31, 2008, to include DWPs' as compensation solely for purposes of making Elective Deferrals, or both.

### **Section 11.4: Deemed Severance.**

This section clarifies that, **for purposes of determining when elective deferrals may legally be distributed to a Participant who has not terminated employment**, an individual is "treated" as having severed employment if the individual is performing qualified military service for a period of more than 30 days. However, the Plan is not required to allow distributions to such individuals (and the default is not to allow such distributions). **If the employer elects, in Section 2.8, to allow such distributions, and if a Participant elects a distribution based on his/her "deemed" severance, Elective Deferrals or employee contributions shall be suspended for 6 months beginning on the date of the distribution.**



## **ARTICLE XII – WAIVER OF 2009 REQUIRED DISTRIBUTIONS**

### **Section 12.1: Continuation of RMDs for Participants or Beneficiaries receiving installment payments (unless otherwise elected by the Participant or Beneficiary); Suspension of RMDs for all other Participants or Beneficiaries.**

This section sets forth the "default" provision regarding 2009 RMDs, and applies unless the Employer elects, in Section 2.9, to apply one of the optional provisions. Under the default provision, the Plan continued to make RMDs in 2009 for Participants or Beneficiaries who had previously elected to receive installment payments (unless they elected not to take such distributions), but suspended RMDs for all other participants. The Amendment is designed to reflect the manner in which required minimum distributions ("RMDs") for 2009 were handled by VALIC and your plan (and your plan participants). **If your plan was operated in this manner, you do not need to change the Amendment in any way.** However, if your plan continued to require participants (other than those receiving installment payments) to take RMDs for 2009, then you need to check the appropriate option in Article II of the Amendment and execute the Amendment (to reflect how your plan was actually administered). If (during 2009) you continued to require distribution of RMDs to participants who were not taking installment payments, you should also indicate whether you allowed individual participants to elect otherwise (i.e., whether individual participants could elect not to take the RMD for 2009).

**This section does not apply if Section 2.9a. b., or c. is elected.**

### **Section 12.2: Continuation of RMDs for all Participants or Beneficiaries, unless otherwise elected by the Participant or Beneficiary.**

**If an election is made under Section 2.9a. to apply this Section 12.2,** then the Plan provides that RMDs for 2009 continued for all Participants or Beneficiaries, unless otherwise elected by the Participant or Beneficiary.

### **Section 12.3: Continuation of RMDs for all Participants or Beneficiaries (unless otherwise elected by Participants or Beneficiaries receiving installment distributions).**

**If an election is made under Section 2.9b to apply this Section 12.3,** then the Plan provides that RMDs for 2009 continued for all Participants or Beneficiaries **but only** Participants or Beneficiaries receiving installments had the option to elect otherwise.

### **Section 12.4: Direct Rollovers**

This section provides that, **unless the Employer elects otherwise in Section 12.3,** a direct rollover was offered (during 2009) only for distributions that were eligible rollover distributions without regard to the 2009 waiver of RMDs under Code Section 401(a)(9)(H). Thus, unless the Employer elects otherwise in Section 2.9, the plan will provide that, during 2009, participants were only provided a direct rollover option for distributions (or the portion of a distribution) that was not the 2009 RMD, and that was not part of a series of payments for the life or life expectancy of the Participant (or for a period of more than 10 years).

### **EMPLOYER SIGNATURE**

The Employer must insert the Employer's name, the name of the Plan, execute (sign), and date the Amendment to demonstrate compliance with this legislative update.





**FINAL 415 REGULATIONS AMENDMENT  
EXPLANATION**

**ARTICLE I – PREAMBLE**

**Effective date of amendment.**

This section indicates that the Amendment is effective for limitation years (i.e., plan years) beginning more than ninety (90) days after the close of the first regular legislative session (of the legislative body with authority to amend the Plan) that begins on or after July 1, 2007, unless you elect, in Section 2.2, to change your Plan's definition of Compensation (for allocation purposes) as of a different date (such as an earlier date, as allowed under the proposed regulations, or a later date, to avoid a possible cutback in benefits). Therefore, if your Plan Year is the calendar year, and if your governing body met during the third quarter of 2007, the Amendment applies to the 2008 plan year.

**Superseding of inconsistent provisions.**

This section is a reminder that the Amendment will supersede any provisions of your Plan (such as the Plan's definition of "Compensation") to the extent those provisions are inconsistent with the Amendment.

**Employer's election.**

This section clarifies that, unless the Employer elects otherwise in Section 2.2, the Employer is adopting all of the default provisions of the Amendment.

**Construction.**

This section clarifies that all references to a "Section" number are references to the sections of the Amendment, not sections of the Plan.

**Effect of restatement of Plan.**

This section provides that this Amendment will survive any subsequent restatement of the Plan (i.e., if the plan is restated, the Employer does not need to re-adopt this Amendment).

**ARTICLE II – EMPLOYER ELECTIONS**

**Default Provisions.**

This section sets forth the "default" provisions of the Amendment (i.e., the provisions that will apply unless the Employer elects, in Section 2.2, to have different provisions apply). Therefore, unless the Employer elects otherwise, the compensation taken into account under the Plan for purposes of the limit on annual additions (hereinafter referred to as "415 Compensation") will be modified to include certain post-termination pay-outs of unused sick, vacation or other leave and certain post-termination distributions from nonqualified deferred compensation plans, and to exclude salary continuation payments to participants on military leave and salary continuation payments for disabled participants. In addition, unless the Employer elects otherwise, 415 Compensation for a given Plan Year will not include amounts paid in the first few weeks after the end of the Plan Year that were earned during the Plan Year (such as a paycheck on January 2, 2009, for the pay period that ended on December 28, 2008). Finally, unless the Employer elects otherwise, the Plan's definition of "Plan Compensation" (the compensation taken into account for purposes of making or allocating employer contributions) will also be modified to include and exclude the amounts described above (i.e., it will track the Plan's definition of "415 Compensation").

**In lieu of default provisions.**

In this section, the adopting Employer may change (i.e., override) any of the "default" provisions of the Amendment. The Employer may make separate elections for the Plan's definition of "415 Compensation" (which is used to limit annual additions) and the Plan's definition of "Compensation" (which is used to make and/or allocate employer contributions).

With respect to "415 Compensation," the Employer may separately elect to (a) exclude leave cash outs and distributions from nonqualified plans, (b) include salary continuation for participants in the military, (c) include salary continuation payments for all disabled participants for a fixed period, or (d) include amounts paid in the first few weeks after the end of the plan year that were earned during the plan year.

With respect to "Plan Compensation," the Employer may separately elect to either (f) keep the Plan's existing definition of Compensation, (g) exclude all post-severance pay (including regular pay, which is now required to be included in 415 Compensation), (h) exclude only post-severance regular pay, (i) exclude leave cash outs and distributions of deferred compensation, (j) include post-severance salary continuation for participants in the military, (k) include post-severance disability continuation payments for all employees for a fixed period, or (l) include or exclude other types of pay. These elections will apply to all types of contributions (Elective Deferrals, Matching Contributions and Non-matching Employer Contributions).



Finally, the Employer may elect to apply the new definition of Plan Compensation as of a special effective date. This may apply, for example, if the employer has already been taking into account certain post-severance compensation, as specifically permitted by the proposed regulations under Section 415, and now wishes to apply the new definition of compensation as of that earlier effective date.

### **ARTICLE III- FINAL SECTION 415 REGULATIONS**

#### **Effective date.**

This section reiterates that the changes required by the final regulations under Section 415 apply to limitation years (which are generally the same as the plan year) beginning more than ninety (90) days after the close of the first regular legislative session (of the legislative body with authority to amend the Plan) that begins on or after July 1, 2007 (i.e., 2008 for calendar year plans, if the legislative body met during the third quarter of 2007).

#### **415 Compensation paid after severance from employment.**

This section sets forth the new rules under the final 415 regulations that require (or in some cases, allow) the inclusion in "415 Compensation" of certain amounts paid after severance from employment, so long as such amounts are paid by the later of 2 1/2 months after severance from employment, or the last day of the limitation year that includes the date of such severance from employment. **There is one type of post-severance pay ("regular pay") that is now required to be included in 415 Compensation, and four other types of post-severance pay (leave cash outs, deferred compensation, military pay and pay for disabled participants) that are allowed to be included in 415 Compensation, if the plan so provides.**

"Regular pay" means amounts that are paid for services performed during the participant's regular working hours (such as commissions or bonuses) or for services performed after the participant's regular working hours (such as overtime or shift differential) or other similar payments, so long as the amounts would have been paid to the participant even if the participant had not terminated employment. Leave cash outs may be included in 415 Compensation (and will be included unless the Employer elects otherwise in Section 2.2) so long as they would have been included in compensation if they were paid prior to termination of employment, and only if the participant would have been able to use the leave if employment had continued. Similarly, amounts that are distributed to a participant from an unfunded nonqualified deferred compensation plan (e.g., a Section 457(f) plan or a for-profit employer's nonqualified deferred compensation plan) may be included in 415 Compensation (and will be included unless the Employer elects otherwise in Section 2.2) so long as such payment would have been paid at the same time if the participant had not terminated employment (i.e., it is not a payment that is triggered by termination of employment). Salary continuation payments for military service participants and salary continuation payments for participants who are permanently and totally disabled may be included in 415 Compensation, but only if the Employer affirmatively elects, in Section 2.2, to include such amounts.

#### **Administrative delay ("the first few weeks") rule.**

This section describes the "first few weeks rule," whereby 415 Compensation may include (but only if the Employer affirmatively elects, in Section 2.2, to do so) amounts that are earned during the plan year, but paid in the following plan year, because of the timing of pay periods and/or pay dates. In order to include such amounts, they must be paid in the first few weeks of the next plan year, they must be included uniformly and consistently for all participants, and they must not be included in compensation in more than one plan year.

#### **Inclusion of certain nonqualified deferred compensation amounts.**

This section describes one specific type of compensation (amounts that become taxable during the plan year under nonqualified deferred compensation plans because of Section 409A, Section 457(f), or the doctrine of constructive receipt) that must be included in 415 Compensation if the Plan uses the "long-form" definition of compensation under the Section 415 regulations (and not the "safe-harbor" or "simplified" definition of compensation described in the Section 415 regulations). This section includes a reminder that, if the Plan uses either the "W-2 Income" or the "Section 3401 wages" definition of 415 Compensation (or Plan Compensation), then these amounts are already included in the Plan's definition of "compensation."

#### **Definition of annual additions.**

This section sets forth the definition of "annual addition" for purposes of the limitation on annual additions to defined contribution plans under Section 415(c). It clarifies that annual additions do not include (1) "restorative payments" (amounts paid to restore losses to the Plan that result from actions by a plan fiduciary which may constitute a breach of fiduciary duty), (2) direct transfers into the Plan from other qualified plans, (3) rollover contributions, (4) repayments of loans to plan participants, or (5) repayments of previously forfeited amounts on behalf of rehired participants. It also clarifies that, in the case of a tax-exempt employer (including a governmental employer), employer contributions may be credited to a



participant's account for a particular plan year only if the contributions are actually made to the plan no later than the 15th day of the tenth calendar month following the end of the calendar year (or fiscal year) with or within which the plan year ends.

**Change of limitation year.**

This section provides that the limitation year may only be changed by amending the Plan, and that if the Plan is terminated, it will be treated as if it had been amended to change the limitation year to end on the date of termination.

**Excess Annual Additions.**

This section is a reminder that excess annual additions may no longer be corrected by distributing elective deferrals and/or employee after-tax contributions in accordance with plan provisions providing for such distribution. Instead, excess annual additions must be corrected under the Employee Plans Compliance Resolution System procedures, as (currently) set forth in Revenue Procedure 2006-27.

**Aggregation and Disaggregation of Plans.**

This section sets forth the special rules for determining which employers must be treated as a "controlled group" of companies (i.e., as a single employer) for purposes of the limitation on annual additions under Section 415, and how mid-year changes in such "controlled group" of employers must be treated.

**ARTICLE IV- – PLAN COMPENSATION**

**Compensation limit.**

This section clarifies what compensation may be taken into account, in a Section 401(k) plan, for purposes of making elective deferrals. It provides that elective deferrals may only be made from compensation that is "415 Compensation." However, for purposes of this restriction, 415 Compensation does not have to be limited to the annual compensation limit under Section 401(a)(17) (which is \$230,000 for plan years beginning in 2008). Thus, the plan administrator need not cut-off deferrals when a highly compensated participant reaches the annual compensation limit. However, the plan administrator may not allow participants to make elective deferrals from compensation (such as certain amounts paid after severance of employment) that is not 415 Compensation.

**Compensation paid after severance from employment.**

This section reiterates that the Plan's definition of Compensation (for allocation purposes) will be the same as the Plan's definition of "415 Compensation" unless the Employer elects otherwise in Section 2.2 of the Amendment.

**Option to apply Plan Compensation provisions early.**

This section provides that the amendments to the Plan's definition of Compensation (for allocation purposes) will also be effective for plan years beginning more than ninety (90) days after the close of the first regular legislative session (of the body with authority to amend the Plan) that begins on or after July 1, 2007 (i.e., 2008 for calendar year plans, if the Employer's legislative body met during the third quarter of 2007) unless the Employer elects a different effective date in Section 2.2.

**EMPLOYER SIGNATURE**

The Employer must sign the amendment regardless of whether the Employer has chosen to apply the default provisions in Section 2.1 or whether the Employer has elected one or more of the optional provisions in Section 2.2 of the Amendment.





TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan  
FFN: 31558340002-002 Case: 201200205 EIN: 76-0519990  
Letter Serial No: J593779a  
Date of Submission: 04/04/2012

VALIC RETIREMENT SERVICES COMPANY  
2929 ALLEN PARKWAY, L11-40  
HOUSTON, TX 77019

Contact Person:  
Janell Hayes  
Telephone Number:  
513-263-3602  
In Reference To: TEGE:EP:7521  
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4333



This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman  
Director, Employee Plans Rulings and Agreements



**RESOLUTION AUTHORIZING  
AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN  
VIA ADOPTION OF VALIC RETIREMENT SERVICES COMPANY RETIREMENT PLAN FOR GOVERNMENTAL EMPLOYERS**

**WHEREAS**, County of Riverside (hereinafter, the "Employer") previously established the Riverside County Money Purchase Plan (hereinafter, the "Plan") for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of July 1 1998; and

**WHEREAS**, the Employer retained the power to amend and/or terminate the Plan; and

**WHEREAS**, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

**NOW THEREFORE, BE IT RESOLVED** that the Employer hereby ratify, amends and restates that Plan, effective January 1, 2016, by adopting the document titled "VALIC Retirement Services Company Retirement Plan for Governmental Employers," in the form and substance as the document heretofore presented to the governing body of the Employer; and

**RESOLVED FURTHER**, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to: (i) execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved; (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective January 1, 2016, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Governmental Employers by the Internal Revenue Service

**CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that the above resolutions were unanimously adopted by the governing body of the Employer at a meeting duly held at Riverside, California, on the \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VALIC Retirement Services Company  
Retirement Plan for Governmental Employers**

**Adoption Agreement #002 – Money Purchase Pension Plan**

Advisory Letter Number: J593779a

The undersigned, County of Riverside ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

**A. VOLUME SUBMITTER PRACTITIONER INFORMATION.**

VALIC Retirement Services Company  
Attn: Institutional Services  
2929 Allen Parkway, L8-10  
Houston Texas 77019  
888-478-7020

**B. PLAN INFORMATION.**

1. Plan Name: Riverside County Money Purchase Plan
2. Plan Number (e.g., 001, 002, etc.): 002
3. Effective Date: (*Note: The Effective Date for a new Plan or the Restated Effective Date for a restated Plan generally cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. If this is a restatement to comply with the Pension Protection Act of 2006 ("PPA"), the Restated Effective Date may be the first day of the current Plan Year as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.*)
  - a.  This is a new Plan effective as of \_\_\_\_\_ (hereinafter "Effective Date").
  - b.  This amendment is a restatement of a previously established qualified plan which was originally effective Jul 1 1998 (hereinafter "Effective Date"). The effective date of this restatement is January 1, 2016 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a., b., and c., if applicable).
  - a.  December 31
  - b.  Other: \_\_\_\_\_
  - c.  Short Plan Year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_
5. Anniversary Date (annual Valuation Date):
  - a.  last day of the Plan Year
  - b.  first day of the Plan Year

**C. EMPLOYER INFORMATION**

1. Name of employer: County of Riverside
2. Address: 4080 Lemon Street P.O. Box 1569  
(Number and Street)  
Riverside California 92502-1569  
(City) (State) (Zip Code)
3. Telephone Number: 951 955-3510
4. Employer Identification Number: 95 - 6000930

5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:

- a.  K-12 educational organization
- b.  higher educational organization
- c.  city or county government
- d.  state government
- e.  other governmental entity (specify) \_\_\_\_\_

6. Employer's Fiscal Year: June 30 \_\_\_\_\_

**D. TRUST ELECTION.**

1 All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.

- a.  No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
- b.  Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
- c.  Yes, this Plan shall have a discretionary Trustee (as described in Article V).

**E. SERVICE.**

1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.

This Plan shall recognize service with a predecessor Employer or other entity.

- a.  No
- b.  Yes, service with \_\_\_\_\_ shall be recognized for purposes of (check all that apply)
  - (i)  eligibility
  - (ii)  vesting
  - (iii)  contribution accrual
  - (iv)  early retirement
  - (v)  normal retirement
  - (vi)  other \_\_\_\_\_

2. SERVICE CREDITING METHODS.

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

a. SERVICE CREDITING METHOD (select one)

- (i)  Hours of Service crediting method
- (ii)  elapsed time crediting method

b. If the Hours of Service crediting method is selected in Section E.2.a.(i) above, then the following must be completed, and shall apply to all Employees:

(i) Hours of Service crediting method (select one of the following):

- (a)  actual hours
- (b)  days worked
- (c)  months worked
- (d)  other \_\_\_\_\_

(ii) Year of Service means the applicable computation period during which an Employee has completed (select one of the following)

- (a)  at least \_\_\_\_\_ Hours of Service. (May not exceed 2000 hours.)
- (b)  other: \_\_\_\_\_

c. Break in service rules (described in Plan Section 6.04(e)) will be applied under this Plan

- (i)  No
- (ii)  Yes

- d. If the Hours of Service Crediting Method is selected in E.2.a.(i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):
- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
  - (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
    - (c)  end on the last day of each Plan Year.

**F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.**

**NOTE:** This Section F must not be completed in a manner which restricts an Employee's participation to the Plan Year in which that Employee terminates employment.

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below: (**NOTE** Any classification under "other" must be objectively determinable and free from Employer discretion, and may not identify specific individuals (other than by eligible position or title). In addition, any classification under "other" must not exclude all employees other than a closed or finite group of individuals. Exclusions shall not apply to contributions under Section G.3.b. of this Adoption Agreement.)

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected)</u>	<u>For purposes of Employee nonelective (414(h) pick-up) contributions:</u>	<u>For purposes of Employer matching contributions</u>	<u>For purposes of Special Pay contributions and Employer contributions, other than Employer matching contributions:</u>
<input type="checkbox"/> N/A No exclusions	<input type="checkbox"/> N/A No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions
<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid
<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried
<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees
<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens
<input type="checkbox"/> Leased employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leas Employees
<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)
<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.
<input checked="" type="checkbox"/> other (see limitations in "Note" above) <u>Employees who are represented by bargaining units for which the Memorandum of Understanding (MOU) salary ordinance or contract does not specifically provide for participation in this Plan</u>	<input type="checkbox"/> other (see limitations in "Note" above)	<input type="checkbox"/> other (see limitations in "Note" above)	<input type="checkbox"/> other (see limitations in "Note" above)

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01).

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3 b): (Check one of a - e. May also check f., if applicable)

- a.  No age or service required.
- b.  Attainment of age \_\_\_\_\_ (not to exceed 26).
- c.  Completion of \_\_\_\_\_ (not to exceed 5) Year(s) of Service.
- d.  Completion of \_\_\_\_\_ (not to exceed 60) Month(s) of Service
- e.  Other age or service requirement (not to exceed the parameters in b - d. above)
- f.  **FOR NEW PLANS ONLY - Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.f. below.)**

3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02).

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a - e.; check f. if applicable.)

- a.  such Employee's first Hour of Service (no age or service requirements).
- b.  the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c.  the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d.  the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e.  other: \_\_\_\_\_
- f.  **FOR NEW PLANS ONLY - Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.e. above. (Must also elect 2.f. above.)**

G. CONTRIBUTIONS AND FORFEITURES

1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick up Plan Section 4.01(c)):

- a.  N/A No Employee nonelective contributions are allowed.
- b.  Employee nonelective contributions in the amount of \_\_\_\_\_ (must be greater than zero if selected) percent of Compensation shall be made to the Plan

2. EMPLOYER MATCHING CONTRIBUTIONS:

a Formulas (select all that apply):

- (i)  N/A. No Employer matching contributions in this Plan.
- (ii)  \_\_\_\_\_% of a Participant's elective deferral contributions. Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched. (Must also complete G 2.b. below.)
- (iii)  Equals the percentage of elective deferral contributions determined under the following schedule: (Must also complete G 2.b below.)

Years of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched.

- (iv)  Other: \_\_\_\_\_

b Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of plan(s) to which the elective deferral contributions being matched will be made):

\_\_\_\_\_



3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions)

The Employer shall make the following contribution(s) to the Plan:

- a.  EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply) *Note: The applicable dollar amount or percentage of Compensation in this section G.3.a. must be greater than zero. In addition, contributions under this Section G.3.a. must be for the exclusive benefit of Employees or their Beneficiaries.*

(i)  An amount equal to \$\_\_\_\_\_ on behalf of each Participant per period indicated below:

- (a)  calendar quarter  
(b)  month  
(c)  pay period  
(d)  week  
(e)  plan year

(ii)  An amount equal to \$\_\_\_\_\_ per Hour of Service up to \_\_\_\_\_ hours per Plan Year.

(iii)  An amount, equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year or \$\_\_\_\_\_ on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)

(iv)  An amount equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year, plus \_\_\_\_\_% of such Compensation in excess of \$\_\_\_\_\_ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08)

(v)  Other: **See EXHIBIT C ADDENDUM TO RIVERSIDE COUNTY MONEY PURCHASE PLAN which is incorporated herein by this reference**

- b.  CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in Section G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.

- c.  SPECIAL PAY CONTRIBUTIONS: An amount equal to the Employee's current daily rate of pay multiplied by the Participant's number of unused accumulated Special Pay Days in excess of \_\_\_ (enter 0 if no excluded days), but not to exceed \_\_\_ days (enter N/A if no upper limit). **See EXHIBIT C, ADDENDUM TO RIVERSIDE COUNTY MONEY PURCHASE PLAN, which is incorporated herein by this reference**

Special Pay contributions shall be made with respect to:

- (i)  accumulated Vacation Pay Days  
(ii)  accumulated Sick Leave Days  
(iii)  both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i)  for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this Section G.3.c.  
(ii)  for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c.

4. HOURS REQUIRED TO SHARE IN ALLOCATION: An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions

- (i)  No minimum number of hours is required.  
(ii)  Yes a participant must work a minimum of \_\_\_\_\_ Hours of Service during such year (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay period.)

b. Employer contributions described in Section G.3.a

- (i)  No minimum number of hours is required.  
(ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay contributions are elected in Section G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay period, or if an allocation period other than the Plan Year is selected in Section G.3.a.(i).)

5. FORFEITURES (Plan Section 4.03(e)):

Forfeitures of Employer contributions under Sections G.2. and G.3.a. shall be:

- a.  N/A. Employer contributions are 100% Vested.
- b.  used to reduce future Employer contributions under this Plan.
- c.  allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.
- d.  Other (must require use/exhaustion of forfeitures as soon as administratively feasible)

6. CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e)):

For contributions described in Section G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement
- c.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- d.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year (May not exceed 2000 hours )
- e.  A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation

For contributions described in Section G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated based on the Plan Year.

- a.  A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in Section G.3.a.(i)) to share in the allocation of Employer contributions
- b.  A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability early retirement or normal retirement
- c.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only
- e.  A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i) or work a minimum number of hours in order to share in the allocation.

7. FROZEN PLAN:

- a.  N/A. Plan is not frozen.
- b.  This Plan is a frozen plan effective \_\_\_\_\_. No contributions will be made to the Plan with respect to any period following the stated date.

8. CONTINUED BENEFIT ACCRUALS FOR PARTICIPANTS ON MILITARY LEAVE (Plan Section 12.02). Continued benefit accruals for the HEART Act will not apply unless elected below:

- a.  The provisions of Plan Section 12.02 apply effective as of: (select one)
  - (i)  the first day of the 2007 Plan Year
  - (ii)  \_\_\_\_\_ (may not be earlier than first day of the 2007 Plan Year)

However, the provisions no longer apply effective as of: (select if applicable)

(iii)  \_\_\_\_\_

## H COMPENSATION

1. COMPENSATION with respect to any Participant means:

- a.  Wages, tips and other Compensation on Form W-2.
- b.  415 safe-harbor compensation.
- c.  Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i)  N/A. No exclusions
- (ii)  overtime
- (iii)  bonuses
- (iv)  commissions
- (v)  shift differential pay
- (vi)  other

(Must be objectively determinable and applied in a uniform, nondiscriminatory basis, e.g., taxable reimbursements or other fringe benefits)

2. Compensation shall be based on:

- a.  the Plan Year.
- b.  the Fiscal Year ending with or within the Plan Year.
- c.  the calendar year ending with or within the Plan Year.

3. However for an Employee's first year of participation, Compensation shall be recognized as of

- a.  the first day of the period selected in 2. above.
- b.  the Participant's Effective Date of Participation (Section F.3.).

4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457 and 132(f)(4).

- a.  Yes
  - (i)  Code Section 125 elective deferrals will include deemed Code Section 125 compensation.
  - (ii)  Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.

- b.  No

5. Compensation for purposes of calculating contributions to the Plan will be determined

- a.  on an annual basis.
- b.  on a payroll period basis (must also check (i) or (ii) below).
  - (i)  Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.
  - (ii)  Contributions will not be adjusted to meet the Plan formula on an annual basis

6. Differential wage payments (as described in Plan Section 12.03) will be treated, for Plan Years beginning after December 31, 2008 as Compensation for all Plan benefit purposes unless a. is elected below:

- a.  In lieu of the above default provision, the Employer elects the following (select all that apply):
  - (i)  The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  - (ii)  The inclusion only applies to Compensation for purposes of Employee nonelective contributions.
  - (iii)  Differential wage payments shall not be treated as Compensation for purposes of any Plan benefit accruals.

7. Compensation paid after severance from employment (Plan Section 4.04). Note: The Employer only needs to complete Section H.7.b. in order to override the default provisions set forth in H.7.a., below. If the Plan will use all of the default provisions, then Section H.7.b. should be skipped

- a. **Default provisions.** Unless the Employer elects otherwise in Section H.7.b. below, the following defaults will apply:
  - (i) The provisions of the Plan setting forth the definition of compensation for purposes of Code § 415 (hereinafter referred to as "415 Compensation") shall be modified (with respect to amounts paid after Severance from Employment) by (1) including payments for unused sick, vacation or other leave and payments from nonqualified unfunded deferred compensation plans (Plan Section 4.04(d)(2)(ii)), (2) excluding salary continuation payments for participants on military leave (Plan Section 4.04(d)(2)(iii)), and (3) excluding salary continuation payments for disabled participants (Plan Section 4.04(d)(2)(iv)).



- (ii) The "first few weeks rule" does not apply for purposes of 415 Compensation (Plan Section 4.04(d)(2)).
- (iii) The Plan's definition of compensation for allocation purposes (hereinafter referred to as "Plan Compensation") shall be modified to provide for the same adjustments to Plan Compensation (for all contribution types) that are made to 415 Compensation pursuant to this Section H.7.

b In lieu of the default provisions in H.7.a., above, the following apply (select all that apply; if no selections are made, then the defaults apply):

**415 Compensation** (select all that apply):

- (i)  Exclude leave cashouts and deferred compensation (Plan Section 4.04(d)(2)(ii))
- (ii)  Include military continuation payments (Plan Section 4.04(d)(2)(iii))
- (iii)  Include disability continuation payments (Plan Section 4.04(d)(2)(iv)) for all participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (iv)  Apply the administrative delay ("first few weeks") rule (Plan Section 4.04(d)(2))

**Plan Compensation** (select all that apply):

- (v)  No change from existing Plan provisions
- (vi)  Exclude all post-severance compensation
- (vii)  Exclude post-severance regular pay
- (viii)  Exclude leave cashouts and deferred compensation
- (ix)  Include post-severance military continuation payments
- (x)  Include post-severance disability continuation payments for all participants, and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (xi)  Other: \_\_\_\_\_

**Plan Compensation Special Effective Date.** The definition of Plan Compensation is modified as set forth herein effective as of the same date as the 415 Compensation change is effective unless otherwise specified:

- (xii)  \_\_\_\_\_ (enter the effective date)

**I. TRANSFERS AND ROLLOVERS FROM OTHER EMPLOYER PLANS** (Plan Section 4.06) will be allowed:

- 1.  No.
- 2.  Yes for Participants only.
- 3.  Yes, for all Employees. (Must be selected for plans which intend to accept transfers or rollovers from Code Section 414(k) accounts under defined benefit plans for all Employees regardless of their status as Participants.)

If 1.2. or 1.3. is chosen:

Distributions from a Participant's Rollover Account may be made at any time, even if there is no distributable event which permits a distribution of other accounts.

- a.  No
- b.  Yes

**J. VESTING** (Plan Section 6.04(b)).

- 1. The vesting schedule(s) for Employer contributions (other than those described in G.1., G.3.b. or G.3.c.), based on number of Years of Service (or twelve month Periods of Service, if Elapsed Time) shall be as follows:

Employer contributions (other than matching):

- a.  100% immediate
- b.  \_\_\_\_\_ - Year Cliff (not to exceed 15 years)

Employer Matching Contributions:

- a.  100% immediate
- b.  \_\_\_\_\_ - Year Cliff (not to exceed 15 years)

c.  Graded:

Years of Service  
(not to exceed 15)

Vesting Percentage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

c.  Graded:

Years of Service  
(not to exceed 15)

Vesting Percentage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

d.  Other (must provide for 100% vesting after no more than 15 years of service): \_\_\_\_\_

2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a.  N/A All Years of Service or Periods of Service shall be counted
- b.  Service prior to the Effective Date of the Plan or a predecessor plan
- c.  Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a.  100% vesting, or
- b.  apply vesting schedule

4. Vesting Upon Disability

- a.  100% vesting, or
- b.  apply vesting schedule

**K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.**

1. NORMAL RETIREMENT AGE ("NRA") means (must comply with Treas. Reg. § 1.401(a)-1(b)(2)):

- a.  attainment of age 50 (not to exceed 65)
- b.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c.  other: \_\_\_\_\_

2. EARLY RETIREMENT AGE ("ERA") means:

- a.  no early retirement provision.
- b.  attainment of age \_\_\_\_\_ (not to exceed 65).
- c.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- d.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or completion of \_\_\_\_\_ (not to exceed 10) Years of Service or \_\_\_\_\_ (not to exceed 120) Months of Service.
- e.  other: \_\_\_\_\_

**L. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT** (Plan Section 6.04(a)) Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:

- 1.  N/A. Immediate distributions may be made at Participant's election
- 2.  The Participant has incurred \_\_\_\_\_ (not to exceed five (5)) 1-Year Break(s) in Service.
- 3.  The Participant has reached Early or Normal Retirement Age.
- 4.  Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

**M. RESTRICTIONS ON FORM OF DISTRIBUTIONS** (Plan Sections 6.05 and 6.06). If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:

- 1.  in lump sums.
- 2.  in lump sums or installments.

**N INVOLUNTARY DISTRIBUTIONS**

An immediate distribution of a terminated Participant's Vested interest in the Plan may be made without the consent of the Participant. Note: If the Employer elects 3. or 4., below, the Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b).

- 1.  No.
- 2.  Yes, but only if the distribution does not exceed \$1,000
- 3.  Yes, but only if the Participant's Vested interest does not exceed the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution. For purposes of determining whether the Participant's Vested interest exceeds the cash-out limit, rollover contributions shall be (must select a. or b. below):
  - a.  excluded
  - b.  included
- 4.  Yes, regardless of the amount. Note: If any portion of the Participant's Vested interest is attributable to contributions for Part-time Seasonal or Temporary Employees under Section G.3.b., distribution may not be made without the Participant's consent if the Participant's Vested interest is greater than the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.
- 5.  Other: \_\_\_\_\_

**O. NON-SPOUSAL ROLLOVERS** (Plan Section 6.14(g)). Non-spousal rollovers are allowed after December 31, 2006 unless 1 or 2. is elected below (Plan Section 6.14(g) provides that such distributions are always allowed after December 31, 2009):

- 1.  Non-spousal rollovers are not allowed prior to January 1, 2010.
- 2.  Non-spousal rollovers are allowed effective \_\_\_\_\_ (not earlier than January 1, 2007 and not later than December 31, 2009)

**P. IN-SERVICE DISTRIBUTIONS AT AGE 62 OR LATER** (Plan Section 6.10). In-service distributions will not be allowed unless 1. is elected below:

- 1.  In-service distributions will be allowed for Participants at age 62 (cannot be less than 62), effective as of the first day of the 2007 Plan Year, unless another date is elected below:
  - a.  January 1 2012 (may not be earlier than the first day of the 2007 Plan Year).

**AND**, the following limitations apply to in-service distributions:

- b.  N/A. No limitations.
- c.  The following elections apply to in-service distributions at age 62 or later (select all that apply):
  - (i)  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000)
  - (ii)  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - (iii)  Distributions may only be made from accounts that are fully Vested.
  - (iv)  In-service distributions may be made subject to the following provisions:  
\_\_\_\_\_ (must be definitely determinable and not subject to discretion).

**Q. QUALIFIED RESERVIST DISTRIBUTIONS** (Plan Section 6.12). Qualified Reservist Distributions will not be allowed unless 1. is elected below:

- 1.  Qualified Reservist Distributions are allowed effective as of \_\_\_\_\_ (may not be earlier than September 12, 2001).

**R. DISTRIBUTIONS FOR "DEEMED" SEVERANCE OF EMPLOYMENT OF PARTICIPANT ON MILITARY LEAVE** (Plan Section 12.04). The Plan does not permit distributions pursuant to Plan Section 12.04 unless otherwise elected below:

- 1.  The Plan permits such distributions, effective January 1 2007
- 2.  The Plan permits such distributions, effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

**S. LOANS TO PARTICIPANTS** (Plan Section 11.01)

Loans to Participants shall be made

- 1.  No (must be selected for plans that select G.3.b.)
- 2.  Yes, for any reason
- 3.  Yes, but only on account of hardship or financial need

**DIRECTED INVESTMENT ACCOUNTS** (Plan Section 4.09) are permitted for the interest in any one or more accounts:

**T.**

- 1.  Yes, but subject to the following restrictions:
  - a.  No restrictions apply.
  - b.  Only if accounts are 100% Vested.
- 2.  No

3.  Other: \_\_\_\_\_

**U. WRERA (RMD WAIVERS FOR 2009)** (Plan Section 6.16). The provisions of Plan Section 6.16(a) apply (RMDs continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas RMDs are suspended for all other Participants and Beneficiaries) unless otherwise elected below

1.  The provisions of Plan Section 6.16(b) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
2.  The provisions of Plan Section 6.16(c) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
3.  Other: \_\_\_\_\_

For purposes of Plan Section 6.16, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H))

4.  2009 RMDs (as defined in Section 6.16(a) of the Plan) and installment payments that include 2009 RMDs.
5.  2009 RMDs (as defined in Section 6.16(a) of the Plan) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

**V. DOMESTIC RELATIONS ORDERS** (Plan Section 6.13). Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:

1.  No
2.  Yes

**W. TOTAL AND PERMANENT DISABILITY** (Plan Section 1.45). Total and Permanent Disability will be determined based on the definition in Section 1.45 of the Plan unless an alternate definition is elected and described below:

1.  Alternate definition: \_\_\_\_\_

**RESTRICTIONS ON USE OF ADOPTION AGREEMENT:** This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document," that is being adopted by the Employer

**APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED:** This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

**RELIANCE ON VOLUME SUBMITTER PLAN:** The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2011-49 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2011-49. For example, the Employer may not rely on an advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

**CAUTION:** This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name of Employer: County of Riverside

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_, Chairman of the Board of Supervisors

Name of Trustee\*: AIG Federal Savings Bank

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Name of Co-Trustee\*: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Mailing Address of Trustee(s)\*:

AIG Federal Savings Bank  
503 Carr Road, Suite 130  
Wilmington Delaware 19809

Approval of Volume Submitter Practitioner: The Employer's adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*COMPLETE ONLY IF A TRUSTED PLAN



**ADDENDUM  
TO  
RIVERSIDE COUNTY MONEY PURCHASE PLAN**

**ITEM ONE**

Item G.3.a.of Adoption Agreement #002 is hereby amended by adding a new subsection (v) and Item G.3.c. is hereby amended in its entirety to read as follows:

**G. CONTRIBUTIONS AND FORFEITURES.**

3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions)

The Employer shall make the following contribution(s) to the Plan:

a.  EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply):

- (v)  Contribution amounts set forth and agreed upon within the County of Riverside Memorandum of Understanding, salary ordinance, and/or contract (collectively hereinafter referred to as the "Agreements") are hereby incorporated herein by reference and are subject to change. Any deviation between the written terms of the Plan and the Agreements, the Agreements shall control. The following contribution amounts apply based on the effective date as stated in the applicable Memorandum of Understanding, Resolution, salary ordinance, and/or contract:

<u>Eligible Bargaining or Employees Unit</u>	<u>Contribution Amount</u>
Group 1 Riverside County Management, Confidential, and other Unrepresented Employees Salary Resolution	\$ 50 (Bi-weekly)
Group 2 Riverside County Deputy District Attorneys Association (RCDDAA)	\$ 50 (Bi-weekly)
Group 3 Riverside County Law Enforcement Management Unit (LEMU)	\$ 50 (Bi-weekly)
Group 4 Sergeant Classifications Only (LEMU)	\$ 58.50 (Bi-weekly)

Contributions for classifications approved in the Riverside County Management, Confidential, and Other Unrepresented Employees Salary Resolution by Board of Supervisors are listed as follows:

<u>Classification</u>	<u>Contribution</u>
County Executive Officer – Effective April 19, 2012	\$700 (Bi-weekly)
Elected Official*	14.527%

\* Elected Officials who elect to not participate in CalPERS, shall receive a biweekly contribution equal to the amount that the County would have contributed on their behalf, as if they were a CalPERS participant. The bi-weekly contribution shall be based on the annual required employer contribution percentage as stated in the CalPERS valuation provided each fiscal year.

Contributions for classification by employment contract, with approval of the Board of Supervisors, are listed as follows:

<u>Classification</u>	<u>Contribution</u>
Executive Director RCA	\$846 (Bi weekly)

c.  SPECIAL PAY CONTRIBUTIONS:

Special Pay contributions shall be made with respect to:

- (i)  accumulated Vacation Pay Days
- (ii)  accumulated Sick Leave Days
- (iii)  both accumulated Vacation Pay and accumulated Sick Leave Days
- (iv)  all vacation leave, holiday leave, annual leave, extra or ("X") vacation, administrative leave, and sick leave per the limits set forth and as agreed upon in the memorandum of understanding, or salary ordinance or contract

Note: Employer contributions are governed by County of Riverside's Memorandum of Understanding, salary ordinance and/or employee contract are incorporated herein by reference and are subject to change.

Such contributions shall be made for a Plan Year.

- (i)  for any Employee who is terminating employment during such Plan Year and who has accumulated eligible leave accrual hours towards Special Pay described in this Section G.3.c. Employee must have 5 Years of Service and be a member of a bargaining unit for which the Memorandum of Understanding, Resolution, salary ordinance or contract provides for Post Employment Accounts on their last day of work with the County.
- (ii)  for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c. up to the maximum permitted days selected above or the total of all eligible Special Pay Days, whichever is less.



Appendix A

Special Effective Dates

Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for the Pension Protection Act of 2006 (retroactive to the first day of the current Plan Year), and special effective dates are needed to reflect discretionary amendments to the Plan since the beginning of the Plan Year. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

SPECIAL EFFECTIVE DATES. The following special effective dates apply: (select a. or all that apply)

- a.  **N/A.** The Employer is not electing any special effective dates.
- b.  **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: \_\_\_\_\_
- c.  **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: \_\_\_\_\_
- d.  **Compensation.** The Compensation provisions in Section H. are effective: \_\_\_\_\_
- e.  **Vesting** The Vesting provisions in Section J. are effective: \_\_\_\_\_
- f.  **Other special effective date(s)** : \_\_\_\_\_