

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.7
(ID # 14618)

MEETING DATE:

Tuesday, March 09, 2021

FROM: FLOOD CONTROL DISTRICT AND General Manager-Chief Engineer:

SUBJECT: FLOOD CONTROL DISTRICT: Approve VALIC Fund Changes to the Riverside County Flood Control and Water Conservation District Deferred Compensation Plan as Proposed by the County of Riverside Deferred Compensation Advisory Committee, All Districts. [\$0] (Companion Item to MT 14034)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 2 to the Service Provider Agreement with VALIC Retirement Services Company effective April 14, 2021 for services with respect to the Flood Control and Water Conservation District 457(b) Deferred Compensation Plan (Attachment A), and authorize the Chair of the Board to execute the amendment on behalf of the District;
2. Approve Amendment No. 2 to the Custodial Agreement with AIG Federal Savings Bank effective April 14, 2021 for services with respect to the Flood Control and Water Conservation District 457(b) Deferred Compensation Plan (Attachment B), and authorize the Chair of the Board to execute the amendment on behalf of the District; and
3. Direct the Clerk of the Board to retain one (1) copy of each signed document and return two (2) signed copies of each document to Human Resources for distribution.


ACTION: Policy


Bob Cullen, Assistant Chief Engineer 2/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 9, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

(companion item 3.14)

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2020/2021

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Flood Control and Water Conservation District (District) provides a Deferred Compensation Plan (Plan) to employees governed by Section 457(b) and 401(a) of the Internal Revenue Code. The Plan is intended to comply with all applicable laws and regulations. The Plan allows participants to defer a portion of their salary from investment options provided through the Plan. Participants' earnings from investments are tax deferred until the money is withdrawn from the Plan.

The investment options available from the Plan cover a broad range of investment risk and potential reward appropriate for this kind of retirement savings program. The investment options (funds) made available are recommended by the Deferred Compensation Advisory Committee and may be changed from time to time to achieve optimal fund performance.

The Deferred Compensation Advisory Committee is composed of five members, which include one member from the Board of Supervisors, Executive Office, Auditor-Controller, Treasurer/Tax Collector, and Human Resources. The Plan is jointly administered by the County of Riverside Human Resources Director and the Deferred Compensation Advisory Committee. The Deferred Compensation Advisory Committee meets, at least annually, to review and assess the continuing compliance of the Plan's investment options.

The Deferred Compensation Advisory Committee selects and evaluates fund performance for each category of investment options to ensure each fund meets the performance criteria in accordance with the guidelines of the Investment Policy established for the County of Riverside Deferred Compensation Plan.

On October 6, 2020, Board Agenda Item 3.8 was approved as an amendment to implement recommended Plan fund changes. The following changes will impact existing assets and future contributions that occur on April 14, 2021.

The Deferred Compensation Advisory Committee approved the replacement of:

1. The existing Templeton Global Bond A Fund (TPINX) with BlackRock Strategies Global Bond Inv A Fund (MDWIX).

Impact on Residents and Businesses

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

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

ATTACHMENTS:

Attachment A: Amendment No. 2 to Service Provider Agreement for 457 Deferred Compensation Plan

Attachment B: Amendment No. 2 to Custodial Agreement for 457 Deferred Compensation Plan

JR:mc

P8/236822

MT#14618

	_____ Jason Farin, Principal Management Analyst	3/2/2021		_____ Gregory L. Priamos, Director County Counsel	2/25/2021
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**Amendment No. 2
to
Service Provider Agreement**

The Service Provider Agreement (“Agreement”) by and between Riverside County Flood Control and Water Conservation District (“Employer” or “County”) and VALIC Retirement Services Company (“Service Provider”) approved on April 7, 2020, as item 11.7, and previously amended on October 6, 2020, as item 11.1, for services with respect to the 457 Deferred Compensation Plan, a plan established pursuant to Section 457(b) of the Internal Revenue Code of 1986 (as amended), is hereby amended effective April 14, 2021, provided that this Amendment has been executed by Employer and received by Service Provider on or before March 23, 2021, as follows:

1. Appendix A to the Agreement is amended as follows:

A. By the addition of the following investment option:

BlackRock Strategic Global Bond Inv A MDWIX

B. By the deletion of the following investment option:

Templeton Global Bond A TPINX

C. To reflect updated information regarding investment options, including but not limited to changes to the name, investment objective, fees, reimbursements or interest rates relating to one or more of the investment options.

D. A copy of Appendix A as hereby revised is attached to this Amendment, and by this reference incorporated herein.

2. Employer hereby directs Service Provider to exchange the shares invested in the fund listed under Column A below to the corresponding fund listed under Column B below. The Employer also directs Service Provider to invest new contributions in the fund listed under Column B that would have previously been invested in the corresponding fund under Column A until the participant changes such investment election.

Column A	Ticker	Column B	Ticker
Templeton Global Bond A	TPINX	BlackRock Strategic Global Bond Inv A	MDWIX

3. This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party herein agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

4. Each party certifies that the individual signing below has the authority to execute this Amendment No. 2 to the Agreement on behalf of such party and may legally bind such party to the terms and conditions herein, including any attachments hereto.
5. This Amendment No. 2 shall be effective April 14, 2021 until termination of the Agreement or as otherwise modified in accordance with the terms and conditions therein.

SAVE AND EXCEPT as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

In Process

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed by their duly authorized representatives as of the date last written below.

ATTEST:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

Clerk of the Board
Kecia R. Harper

By: [Signature]
Deputy

By: [Signature]
Karen Spiegel
Chair, Board of Supervisors

Date: 03-09-2021

Date: 03-09-2021

Approved as to Form:
Gregory P. Priamos
County Counsel

By: [Signature]
Michael Thomas,
Deputy County Counsel

VALIC RETIREMENT SERVICES COMPANY:

DocuSigned by:
By: [Signature]
908EF47166A54B1...

Printed Name: Stephanie Smith

Title: Administrative Officer

Date: 2/24/2021 | 12:03 PM CST

Appendix A
to
Service Provider Agreement
Effective April 14, 2021
Available Investment Options

AIG Retirement Services* receives 12b-1 fees and recordkeeping fees from mutual funds or their affiliates as shown below for administrative and shareholder services. AIG Retirement Services offsets the plan sponsor's administrative fee by the 12b-1 fees and recordkeeping fees received from the fund families as described in the Service Provider Agreement.

				Amounts Paid to AIG Retirement Services from Fund Family	
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
1	American Century Government Bond A	Intermediate Government	ABTAX	0.250	0.250
2	American Century Ultra® Inv	Large Growth	TWCUX	0.000	0.350
3	American Funds American Balanced R4	Allocation--50% to 70% Equity	RLBEX	0.250	0.100
4	American Funds Bond Fund of Amer R4	Intermediate Core Bond	RBFEX	0.250	0.100
5	American Funds Europacific Growth R4	Foreign Large Growth	REREX	0.250	0.100
6	American Funds Fundamental Invs R4	Large Blend	RFNEX	0.250	0.100
7	BlackRock Health Sciences Opps Inv A	Health	SHSAX	0.250	0.250
8	BlackRock Strategic Global Bond Inv A	World Bond	MDWIX	0.250	0.150
9	BNY Mellon MidCap Index Inv	Mid-Cap Blend	PESPX	0.250	0.150
10	BNY Mellon S&P 500 Index	Large Blend	PEOPX	0.250	0.150
11	BNY Mellon Small Cap Stock Index Inv	Small Blend	DISSX	0.250	0.150
12	Columbia Global Technology Growth A	Technology	CTCAX	0.250	0.250
13	Columbia Small Cap Value II A	Small Value	COVAX	0.250	0.150
14	Delaware Small Cap Core A	Small Blend	DCCAX	0.250	0.250
15	Franklin DynaTech A	Large Growth	FKDNX	0.250	0.150
16	Invesco Global A	World Large Stock	OPPAX	0.250	0.250
17	Janus Henderson Balanced T	Allocation--50% to 70% Equity	JABAX	0.000	0.250
18	Janus Henderson Forty T	Large Growth	JACTX	0.000	0.250
19	Janus Henderson Triton S	Small Growth	JGMIX	0.250	0.250
20	JPMorgan Mid Cap Growth A	Mid-Cap Growth	OSGIX	0.250	0.250
21	MFS Massachusetts Inv Gr Stk A	Large Growth	MIGFX	0.250	0.150
22	Neuberger Berman Genesis Adv	Small Growth	NBGAX	0.250	0.250
23	PIMCO Total Return Admin	Intermediate Core-Plus Bond	PTRAX	0.250	0.000
24	T. Rowe Price Retirement 2015 Advisor	Target-Date 2015	PARHX	0.250	0.150
25	T. Rowe Price Retirement 2025 Advisor	Target-Date 2025	PARJX	0.250	0.150
26	T. Rowe Price Retirement 2035 Advisor	Target-Date 2035	PARKX	0.250	0.150
27	T. Rowe Price Retirement 2045 Advisor	Target-Date 2045	PARLX	0.250	0.150
28	T. Rowe Price Retirement 2055 Advisor	Target-Date 2055	PAROX	0.250	0.150
29	Vanguard Federal Money Market Investor	Money Market-Taxable	VMFXX	0.000	0.000
30	Vanguard Total Stock Market Idx I	Large Blend	VITSX	0.000	0.000

				Amounts Paid to AIG Retirement Services from Fund Family	
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
31	Victory RS Global A	World Large Stock	RSGGX	0.250	0.250
32	Virtus Ceredex Large-Cap Value Equity A	Large Value	SVIDX	0.250	0.400
33	Schwab PCRA	N/A	SPCRA	0.000	0.000
34	Fixed-Interest Option ¹				

*AIG Retirement Services represents AIG member companies – The Variable Annuity Life Insurance Company (VALIC) and its subsidiaries VALIC Financial Advisors, Inc. (VFA) and VALIC Retirement Services Company (VRSCO). All are members of American International Group, Inc. (AIG).

¹ The Fixed-Interest Option is a group fixed unallocated annuity (policy form GFUA-398) issued by The Variable Annuity Life Insurance Company and endorsement GMIR-603 added to revise the minimum guaranteed interest rate for all amounts held under the contract. Transfers from this annuity contract shall be subject to a contractually imposed 90-day “equity wash” limitation, meaning that transfers out of this Fixed-Interest Option may not occur to a “competing option,” as defined in the annuity contract, for 90 days after such transfer from the Fixed-Interest Option. This fund will be the default investment option for the Plan.

The default investment option(s) will be used:

- a. for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider; or
- b. in the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

**Amendment No. 2
to
Custodial Agreement**

The Custodial Agreement (“Agreement”) by and between Riverside County Flood Control and Water Conservation District (“Employer” or “County”) and AIG Federal Savings Bank, a federally chartered savings bank (“Custodian”) approved on April 7, 2020, as item 11.7, and previously amended on October 6, 2020, as item 11.1, for services with respect to the 457 Deferred Compensation Plan, a plan established pursuant to Section 457(b) of the Internal Revenue Code of 1986 (as amended), is hereby amended effective April 14, 2021, provided that this Amendment has been executed by Employer and received by Service Provider on or before March 23, 2021, as follows:

1. Appendix A to the Agreement is amended as follows:

A. By the addition of the following investment option:

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B. By the deletion of the following investment option:

Templeton Global Bond A TPINX

C. To reflect updated information regarding investment options, including but not limited to changes to the name, investment objective, fees, reimbursements or interest rates relating to one or more of the investment options.

D. A copy of Appendix A as hereby revised is attached to this Amendment and by this reference incorporated herein.

2. Employer hereby directs Custodian to exchange the administration of shares invested in the fund listed under Column A below to the corresponding fund listed under Column B below. The Employer also directs Custodian to administer new contributions in the fund listed under Column B that would have previously been invested in the corresponding fund under Column A until the participant changes such investment election.

Column A	Ticker	Column B	Ticker
Templeton Global Bond A	TPINX	BlackRock Strategic Global Bond Inv A	MDWIX

3. This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party herein agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and

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executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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ATTEST:

RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT:

Clerk of the Board
Kecia R. Harper

By: [Signature]
Deputy

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

Date: 03-09-2021

Date: 03-09-2021

Approved as to Form:
Gregory P. Priamos
County Counsel

By: [Signature]
Michael Thomas,
Deputy County Counsel

AIG Federal Savings Bank:

Appointment of AIG Federal Savings Bank as non-discretionary directed custodian accepted by authorized representative:

DocuSigned by:
By: Kimberly Robinson
C274682AM4E47E..

Printed Name: Kimberly Robinson

Title: Vice President and Trust Officer

Date: 2/24/2021 | 3:29 PM CST

Appendix A
to
Custodial Agreement
Effective April 14, 2021
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In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.