ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER **(1.11)**.

Name: County of Tulare

Address: 2800 West Burrell Avenue
Street

Visalia (City) California (State) 93291 (Zip)

Telephone: (559) 636-5000

Taxpayer Identification Number (TIN): 94-6000545

2. PLAN NAME.

Name: County of Tulare 3121 Plan

3. PLAN YEAR **(1.25)**. Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every *(Choose one of a. or b. and choose c. if applicable)*: [*Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."*]

a. [X] **December 31.**

b. [ ] **Plan Year:** ending: _____.

c. [ ] **Short Plan Year:** commencing: _____ and ending: _____.

4. EFFECTIVE DATE **(1.08)**. The Employer's adoption of the Plan is a *(Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable)*:

a. [ ] **New Plan.**

b. [X] **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. [X] November 1, 1981 *(enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)*

Restatement Effective Date *(If this is an amendment and restatement, enter effective date of the restatement.)*

d. [X] July 1, 2020 *(enter month day, year)*

Special Effective Dates: *(optional)*

e. [ ] **Describe:** _____.

5. CONTRIBUTION TYPES. *(If this is a frozen Plan (i.e., all contributions have ceased), choose a. only)*:

Frozen Plan

a. [ ] **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [*Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.*]

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

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

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

1. [ ] **Yes.** See Question 16.
2. [X] **No.**

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

3. [ ] **Yes.** [*Note: The Employer may not limit Deferrals to Roth Deferrals only.*]
4. [X] **No.**

c. [ ] **Nonelective Contributions.** See Question 17.

d. [X] **Rollover Contributions.** See Question 30.

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

a. [ ] **No exclusions.** All Employees are eligible to participate.

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

1. [ ] **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
2. [ ] **Hourly-paid Employees.**
3. [ ] **Leased Employees.** The Plan excludes Leased Employees.
4. [X] **Specify:** As to All Contributions, exclude any Employee who is not a seasonal, temporary, or similar part-time Employee and union Employees.

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

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

b. [X] **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

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

_____.

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

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

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

a. [X] Wages, tips and other compensation on Form W-2.

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

c. [ ] 415 safe harbor compensation.

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

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

d. [X] **No modifications.** The Plan makes no modifications to the definition.

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

1. [ ] **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
2. [ ] **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

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3. [ ] **Bonuses.** The Plan excludes bonuses.

4. [ ] **Overtime.** The Plan excludes overtime.

5. [ ] **Specify:** _____.

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

f. [X] **Plan Year.** The Employee's Compensation for the entire Plan Year.

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

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

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

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

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

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

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

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

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

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

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

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

b. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than the age the participant would be eligible to receive a full and unreduced pension benefit under the Employer's pension plan and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*] If the Participant is not eligible to receive benefits under the Employer's pension plan, the Participant may designate a Normal Retirement Age that is not earlier than age 65 nor later than age 70 ½. In the event that the Participant is a qualified police officer or firefighter, the Participant may designate a Normal Retirement Age that is not earlier than age 40 nor later than age 70 1/2.

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

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

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

2. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than the age the participant would be eligible to receive a full and unreduced pension benefit under the Employer's pension plan and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*] If the Participant is not eligible to receive benefits under the Employer's pension plan, the Participant may designate a Normal Retirement Age that is not earlier than age 65 nor later than age 70 ½. In the event that the Participant is a qualified police officer or firefighter, the Participant may designate a Normal Retirement Age that is not earlier than age 40 nor later than age 70 1/2.

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

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

2. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than the age the participant would be eligible to receive a full and unreduced pension benefit under the Employer's pension plan and may not be later than age 70 1/2. [*Note: The age may not*

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exceed age 70 1/2.] If the Participant is not eligible to receive benefits under the Employer's pension plan, the Participant may designate a Normal Retirement Age that is not earlier than age 65 nor later than age 70 ½. In the event that the Participant is a qualified police officer or firefighter, the Participant may designate a Normal Retirement Age that is not earlier than age 40 nor later than age 70 1/2.

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

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

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

1. [ ] **Age.** Attainment of age _____.

2. [ ] **Service.** Service requirement *(Choose one of a. or b.)*:

a. [ ] **Year of Service.** One year of Continuous Service.

b. [ ] **Months of Service.** _____ month(s) of Continuous Service.

3. [ ] **Specify:** _____.

12. PLAN ENTRY DATE **(1.24)**. "Plan Entry Date" means the Effective Date and *(Choose one of a. through d.)*:

a. [ ] **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

b. [ ] **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

c. [X] **Date of hire.** The Employee's employment commencement date with the Employer.

d. [ ] **Specify:** _____.

13. SALARY REDUCTION CONTRIBUTIONS **(1.30)**. A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code *(Choose one of a. or b.)*:

a. [ ] **No limitations.**

b. [X] **Limitations.** *(Choose one or more of 1., 2. or 3.)*:

1. [ ] **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ *(specify dollar amount or percentage of Compensation)*.

2. [ ] **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ *(specify dollar amount or percentage of Compensation)*.

3. [X] **Specify:** Mandatory Participant Contributions: Mandatory Participants are employees who are not covered by the Employer's 401(a) Employees' Money Purchase Pension Plan (which includes seasonal employees and temporary employees) and whose wages are subject to FICA taxation pursuant to Code Section 3121(b) and employees who are no longer accruing a benefit and are considered retired under the Employer's 401(a) Employees' Money Purchase Pension Plan and whose wages are subject to FICA taxation pursuant to Code Section 3121(b). Each mandatory participant must make deferral contributions into the Plan. In no event, shall the mandatory participant contribution be less than the minimum amount necessary to provide a minimum retirement benefit. A "minimum benefit" under this Section is an annual allocation (not including earnings) of at least 7.5% of Compensation (not to exceed the Social Security taxable wage base for that tax year). A minimum benefit can be funded exclusively by mandatory participant contributions and subject to the applicable limitations on contributions under Code Section 415(c).

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan *(Choose one of c. or d.)*:

c. [X] **Permits.** Participants may make NRA catch-up contributions.

AND, Special NRA Catch-Up Contributions *(Choose one of 1. or 2.)*:

1. [ ] will be taken into account in applying any matching contribution under the Plan.

2. [X] will not be taken into account in applying any matching contribution under the Plan.

d. [ ] **Does not permit.** Participants may not make NRA catch-up contributions.

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Age 50 Catch-Up Contributions (3.06). The Plan *(Choose one of e. or f.)*:

e. [X] **Permits.** Participants may make age 50 catch-up contributions.

f. [ ] **Does not permit.** Participants may not make age 50 catch-up contributions.

14. SICK, VACATION AND BACK PAY **(3.02(A))**. The Plan *(Choose one of a. or b.)*:

a. [X] **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

b. [ ] **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. AUTOMATIC ENROLLMENT **(3.02(B))**. Does the Plan provide for automatic enrollment *(Choose one of the following) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]*:

a. [X] **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

b. [ ] **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:

1. [ ] **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.

2. [ ] **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.

3. [ ] **Describe Application of Automatic Deferrals:** _____.

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

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

a. [ ] **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.

b. [ ] **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

c. [ ] **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

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

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

d. [ ] **Specify:** _____.

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

e. [ ] **Plan Year.**

f. [ ] **Plan Year quarter.**

g. [ ] **Payroll period.**

h. [ ] **Specify:** _____.

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

i. [ ] **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

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j. [ ] **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.

k. [ ] **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

l. [ ] **Specify:** _____.

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

m. [ ] **No allocation conditions.**

n. [ ] **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. [ ] **Specify:** _____.

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

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

b. [ ] **Fixed - Pro Rata.** _____% of Compensation.

c. [ ] **Other.** A Nonelective Contribution may be made as follows:

_____.

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

d. [ ] **No allocation conditions.**

e. [ ] **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. [ ] **Specify:** _____.

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

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

a. [ ] **Specified Date.** _____ days after the Participant's Severance from Employment.

b. [ ] **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.

c. [ ] **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.

d. [ ] **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.

e. [X] **Specify:** As soon as administratively practicable following the Participant's formal request for the distribution. The Participant may request the distribution at any time following Severance from Employment.

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

f. [X] **Lump sum.** A single payment.

g. [X] **Installments.** Multiple payments made as follows: monthly, quarterly, semiannually, annually.

h. [ ] **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.

i. [X] **Annuity distribution option(s):** for the lifetime of the payee or for the lifetimes of the payee and Beneficiary.

j. [X] **Specify:** partial distributions.

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

k. [ ] **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).

l. [ ] **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.

m. [X] **Specify:** The Participant has the right to elect the timing of the distribution and may elect the method from the elections marked in f. through j.

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

n. [ ] **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.

o. [X] **Mandatory Distribution.** If the Participant's Vested Account is not in excess of $5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

1. [ ] Mandatory Distribution. If the Participant's Vested Account is not in excess of $_____ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

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

p. [X] **included.**

q. [ ] **excluded.**

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

a. [ ] **Immediate.** As soon as practical following the Participant's death.

b. [ ] **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.

c. [X] **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.

d. [ ] **Describe:** _____.

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

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

a. [X] **None.** A Participant may not receive a distribution prior to Severance from Employment.

b. [ ] **Distributions.** Prior to Severance from Employment are permitted as follows *(Choose one or more of 1. through 4.)*:

1. [ ] **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)

2. [ ] **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed $5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then *(Choose one of a., b. or c.)*:

a. [ ] **Participant election.** The Participant may elect to receive all or any portion of his/her Account.

b. [ ] **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.

c. [ ] **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed $_____ and

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the Participant may elect to receive all or any portion of his/her Account that exceeds $_____ but that does not exceed $5,000.

3. [ ] **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.

4. [ ] **Specify:** _____.

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

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

a. [X] **Apply.**

b. [ ] **Do not apply.**

c. [ ] **Specify:** _____.

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

a. [X] **Daily.** See Section 5.07(B)(4)(a).

b. [ ] **Balance forward.** See Section 5.07(B)(4)(b).

c. [ ] **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.

d. [ ] **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.

e. [ ] **Directed Account method.** See Section 5.07(B)(4)(e).

f. [ ] **Describe Earnings allocation method:** _____.

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

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

Continued Benefit Accruals.

a. [X] **Not apply the benefit accrual provisions of Section 3.13.**

b. [ ] **Apply the benefit accrual provisions of Section 3.13.**

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

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

d. [X] **The Plan permits distributions for deemed severance of employment.**

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

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

1. [X] **All Contributions.** (skip to 25.)

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

a. [ ] **Salary Reduction Contributions.**

b. [ ] **Nonelective Contributions.**

c. [ ] **Matching Contributions.**

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

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

1. [ ] **Salary Reduction Contributions.**
2. [ ] **Nonelective Contributions.**
3. [ ] **Matching Contributions.**
4. [ ] **Vesting Schedule.**

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

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

5. _____.

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

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

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

1. [ ] **Salary Reduction Contributions.**
2. [ ] **Nonelective Contributions.**
3. [ ] **Matching Contributions.**

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

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

Additional Provisions *(Choose d. if applicable)*

d. [ ] **Specify:** _____.

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

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

1. [ ] **Nonelective.** As an additional Nonelective Contribution.
2. [ ] **Matching.** As an additional Matching Contribution.

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

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

g. [ ] **Specify:** _____.

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

a. [ ] **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. [ ] **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

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

a. [ ] **Custodial account(s).**

b. [ ] **Annuity contract(s).**

c. [ ] **Specify:** _____.

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

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

a. [ ] **No additional Valuation Dates.**

b. [X] **Additional Valuation Dates.** *(Choose one or more of 1., 2. or 3.)*:

1. [X] **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. [ ] **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. [ ] **Specified Valuation Dates:** _____.

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

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

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

Name(s)	Title(s)
Cass Cook	Auditor-Controller/Treasurer-Tax Collector

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

1. [X] Use Employer address and telephone number.

2. [ ] Use address and telephone number below:

Address: _____
Street

_____
City State Zip

Telephone: _____

b. [ ] Corporate Trustee

Name: _____

Address: _____
Street

_____
City State Zip

Telephone: _____

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AND, the Corporate Trustee shall serve as:

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

_____

d. [ ] a Discretionary Trustee over all Plan assets except for the following:

_____

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

a. [X] **Does not permit.**

b. [ ] **Permitted pursuant to the Loan Policy.**

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

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

a. [ ] **Participants only.**

b. [X] **Eligible Employees or Participants.**

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

c. [X] **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.

d. [ ] **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

_____.

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

e. [ ] **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.

f. [X] **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.

g. [ ] **Specify:** _____

31. EACA Automatic Deferral Provisions **(3.14)**.

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

a. [ ] **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.

b. [ ] **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.

c. [ ] **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.

d. [ ] **Describe:** _____.

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

e. [ ] **Constant.** The Employer will withhold _____% of Compensation each payroll period.

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

1. [ ] **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.

2. [ ] **Other** (described Automatic Deferral Percentage): _____

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Automatic Deferral Optional Elections

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

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

1. [ ] A Participant's Affirmative Election will resume after the suspension period.

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

2. [ ] Special Effective Date: _____

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

a. [ ] **Yes, allowed.**

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

a. [ ] **Yes, allowed.**

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

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

EMPLOYER: County of Tulare

By: _____ 6·30·20
DATE SIGNED

Cass Cook

_____ 6·30·20·
TRUSTEE DATE SIGNED

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AMENDMENT FOR CARES ACT

ARTICLE 1
PREAMBLE; DEFINITIONS

1.1 **Adoption of Amendment**. The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.

1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.

1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:

A. The "**Act**" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.

B. A "**Qualified Individual**" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS–CoV–2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:

(1) The individual was diagnosed with COVID-19 by an approved test;

(2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;

(3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(4) The individual satisfies any other criteria determined by the Treasury or the IRS.

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ARTICLE 2
IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Reserved.**

2.2 Employer identifying information.

A. Name of Employer: County of Tulare

B. Name of Plan: County of Tulare 3121 Plan

C. Type of Plan (*check one; optional*)
(1) [ ] 401(k) Plan
(2) [ ] Profit-Sharing Plan (other than a 401(k) plan)
(3) [ ] Money Purchase Pension Plan
(4) [ ] Defined Benefit Plan (including a cash balance plan)
(5) [ ] 403(b) Plan
(6) [ ] 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

(a) [ ] **No.** The Plan will not provide any of these relief provisions.

(b) [ ] **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)—(3) do not apply.

(c) [X] **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) [X] **The Coronavirus-Related Distribution provisions described in Article 3** (*If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), or (4).*)

(1) [ ] Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.

(2) [ ] Coronavirus-Related Distributions may be made only from the following accounts: _____.

(3) [ ] The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: $_____. *(Enter amount less than $100,000.)*

(4) [X] The following additional provisions apply to Coronavirus-Related Distributions: The provisions of Article 3 of this Amendment apply only to the extent a Coronavirus-Related Distribution has been made to a Qualified Individual. To the extent the Plan does not operationally apply the rules of Article 3 of this Amendment, it does not apply to the Plan. The Plan Administrator shall document through administrative procedures or otherwise the manner in which the Plan operationally applied the rules under Article 3 of this Amendment. *(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)*

(e) [X] **The increased loan limit described in Section 4.2** (*If (e) is selected, the Employer may optionally select one or more of (1), (2), or (3).*)

(1) [ ] The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: $_____. *(Enter amount less than $100,000.)*

(2) [ ] The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*

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(3) [X] The following additional provisions apply to the increased loan limit: The following additional provisions apply to the increased loan limit: The increased loan limits described in Section 4.2 of this Amendment apply only to the extent a loan has been made to a Qualified Individual in excess of the limits otherwise available under the Plan. To the extent the Plan does not operationally apply the increased loan limits described in Section 4.2 of this Amendment, it does not apply to the Plan. The Plan Administrator shall document through administrative procedures or otherwise the manner in which the Plan operationally applied the increased loan limits described in Section 4.2 of this Amendment. *(Enter limitations or restrictions which are nondiscriminatory.)*

(f) [X] **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select one or more of (1), (2), or (3).)*

(1) [ ] The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*

(2) [ ] The Extension Period will be _____ . *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

(3) [X] The following additional provisions apply to the loan repayment extension: The loan repayment extension described in Section 4.3 of this Amendment applies only to the extent the due date to repay a loan has been extended for a Qualified Individual. To the extent the Plan does not operationally extend the due date for loan repayment as described in Section 4.3 of this Amendment, it does not apply to the Plan. The Plan Administrator shall document through administrative procedures or otherwise the manner in which the Plan operationally extended the due date for loan repayment as described in Section 4.3 of this Amendment. *(Enter limitations or restrictions which are nondiscriminatory.)*

2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

(a) [ ] No RMDs without request. The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD **will not** receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.

(b) [X] Split. The provisions of Section 5.2 apply. A Participant or Beneficiary who would have been required to receive a **2020 RMD will not** receive the distribution unless the Participant or Beneficiary chooses to receive the distribution. A Participant or Beneficiary who would have been required to receive an **Extended 2020 RMD will receive** the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

(c) [ ] No change to RMDs. Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).

(d) [ ] Describe: _____.

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: (*Choose one or none of (e), (f), (g), or (h):* 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)(I)):

(e) [X] 2020 RMDs.

(f) [ ] 2020 RMDs and Extended 2020 RMDs.

(g) [ ] 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

(h) [ ] Describe: _____.

The provisions of Article 5, and the elections in this Section 2.4, will be effective on the date specified in Section 2.5. unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this Amendment.)*

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2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3
CORONAVIRUS-RELATED DISTRIBUTIONS

3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.

3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.

3.3 **Repayment of distribution.** If the Plan permits a Participant to make rollover contributions, then a such a Participant who received a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.

3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed $100,000, (or such lesser amount specified in Section 2.3(d)(3)). The Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4
PARTICIPANT LOAN RELIEF

4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.

4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.

4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension

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Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2020-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.

5.2 **Waiver; default provision.** This Section 5.2 will apply unless Section 2.4(c) is selected or to the extent 2.4(d) overrides it. Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen in Section 2.4. Notwithstanding the option chosen in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election may be extended to reflect the adoption of Code §401(a)(9)(I).

5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.

5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * * *

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This Amendment has been executed this 22nd day of May, 2023.

Name of Plan: County of Tulare 3121 Plan

Name of Employer: County of Tulare

By: _____
EMPLOYER

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AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

ARTICLE 1
PREAMBLE

1.1 **Adoption and effective date of Amendment**. The Employer hereby adopts this Amendment to the Plan identified below. Each Article specifies the effective date of its provisions. Also see Section 1.5.

1.2 **Superseding of inconsistent provisions**. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6

1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.

1.4 **Intention; Construction**. The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.

1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments. For example, Article 8 is limited to 401(k) plans; its provisions do not apply to a profit-sharing plan that does not have a 401(k) feature. But if that plan is subsequently amended to add a 401(k) feature, then the provisions of Article 8 (and corresponding Section 2.8) will automatically become effective at that time.

1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.

(a) [ ] This amendment supersedes all prior inconsistent amendments of the Plan.

ARTICLE 2
IDENTIFICATION; ELECTIONS

2.1 **Identifying information.**

A. Name of Employer: County of Tulare

B. Name of Plan: County of Tulare 3121 Plan

C. Type of Plan (*select one; optional*)

(1) [ ] 401(k) Plan
(2) [ ] Profit-Sharing Plan (other than a 401(k) plan)
(3) [ ] Money Purchase Pension Plan
(4) [ ] Defined Benefit Plan (including a cash balance plan)
(5) [ ] 403(b) Plan
(6) [ ] 457(b) Plan (select one): [ ] Governmental employer [ ] Tax-exempt employer

2.2 **Plan Type Definitions.** "Qualified Plan" means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. "Defined Contribution Plan" means a Qualified Plan other than a Defined Benefit Plan.

2.3 **Operating Elections**. Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.

- Article 3. Permits retroactive safe harbor 401(k) amendments (to appear in separate document). Eliminates requirement of safe harbor notice for safe harbor nonelective.
- Article 4. QBADs are not permitted.
- Article 5. Distributions of RMDs will not begin before a Participant turns 72.
- Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
- Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
- Article 8. None of the optional elections with regard to LTPT Employees apply.
- Article 9. The QACA maximum automatic deferral is 10% of compensation.
- Article 10. The amendment does not modify the minimum age for in-service distributions.
- Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.
- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Permits retroactive plan adoption.
- Article 14. Difficulty of care payments are compensation for purposes of Code §415 only.
- Article 15. 403(b) plans can distribute custodial accounts on termination.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

(a) [X] All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
(b) [ ] One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 **Article 4 – Birth/Adoption Distributions**. In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b), (c), (d), or (e). *(Select all that apply.)*

(a) [ ] Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
  (1) [ ] _____. (*Enter date after December 31, 2019.*)
(b) [ ] QBADs may only be made from accounts in which the Participant is fully vested.
(c) [ ] QBADs are only available from the following Accounts *(select one or more):*
  (1) [ ] Pre-Tax Elective Deferrals
  (2) [ ] Roth Elective Deferrals
  (3) [ ] Employer matching contributions (including safe harbor contributions and QMACs)

(4) [ ] Employer nonelective contributions (including safe harbor contributions and QNECs)
(5) [ ] Rollover contributions
(6) [ ] After-tax employee contributions
(7) [ ] Transferred accounts
(8) [ ] Describe: _____ *(must be definitely determinable and not subject to discretion)*

(d) [ ] QBADs are not available if the Participant has severed employment.
(e) [ ] Describe additional limitations: _____
(must be definitely determinable and not subject to discretion)

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

(a) [ ] Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below *(Optional: select either or both of (1) or (2)):*
(1) [ ] Section 5.5 is effective for distributions after _____ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). *(Enter date on or after December 31, 2019.)*
(2) [ ] Section 5.5 is repealed for distributions after _____ *(enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022)*, subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

2.6 **Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

(a) [ ] **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election *(Select one of (1) or (2))*:
(1) [ ] **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
(2) [ ] **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
(b) [ ] **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
(c) [ ] **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
(d) [ ] **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the _____ *(enter a number of years, not exceeding "tenth")* year following the year of the Participant's death.
(e) [ ] **Other:** *(Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)* _____

2.7 **Article 7 - CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

(a) [ ] No extension without request. The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
(b) [ ] **Not Apply.** Article 7 will **NOT** apply to this Plan.

2.8 **Article 8 – LTPT Employees**. The Employer makes the following optional elections with regard to LTPT Employees. *(Select all that apply.)*

(a) [ ] An LTPT Employee, in addition to being eligible to defer will also be treated as a Regular Participant for purposes of *(check any or all that apply)*:

(1) [ ] Receiving an allocation of the safe harbor contributions (including QACA).
(2) [ ] Receiving an allocation of Employer matching contributions
(3) [ ] Receiving an allocation of Employer nonelective contributions.
(4) [ ] Making after-tax Employee voluntary contributions.
(5) [ ] Making rollover contributions.
(6) [ ] Making deemed IRA contributions described in Code §408(q).

(b) [ ] The following provisions which apply to Regular Participants do not apply to LTPT Employees *(check any or all that do not apply to LTPT Employees)*:
(1) [ ] The ability to make Roth elective deferrals.
(2) [ ] Automatic deferral provisions.
(3) [ ] Automatic escalation provisions.

(c) [ ] Instead of being the first day of the first month and the seventh month of the Plan Year, the LTPT Entry Date is *(select one)*:
(1) [ ] The same as the entry date which applies to Elective Deferrals of Regular Participants.
(2) [ ] Describe: _____

(d) [ ] In addition to Union Employees and Nonresident Aliens, the following Employees are LTPT Excluded Employees *(check all that apply; see the instructions)*:
(1) [ ] Employees described in a category of employees that would be excluded from the Plan even if they satisfied the minimum age and service requirements which apply to Employees generally.
(2) [ ] Describe: _____.

(e) [ ] Instead of age 21, the LTPT Minimum Age is *(select one)*:
(1) [ ] Waived.
(2) [ ] The same minimum age that applies to Regular Participants.
(3) [ ] Age _____ *(Cannot exceed age 21).*

2.9 **Article 9 – QACA Maximum Automatic Deferrals**. In the absence of an election below, Article 9 does NOT apply and automatic deferrals under a QACA shall not exceed 10% of a Participant's Compensation. To permit automatic deferrals of up to 15% of compensation, *complete (a) below and (b) if applicable..*

(a) [ ] Article 9 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
(1) [ ] _____. (*Enter date on or after the first day of the first plan year beginning after December 31, 2019.*)

(b) [ ] The following modified QACA statutory schedule will apply (the limitations in the parentheses below only applies to QACAs): *(Select and complete one of (1), (2), or (3) below. The resulting schedule must satisfy Code §401(k)(13)(C)(iii))*:
(1) [ ] **Detailed Schedule.** The following modified QACA statutory schedule will apply. ***NOTE:*** *Plan Years 1 & 2 must be between 3% and 10%. 3-14 may not exceed 15%*

Plan Year of application to a Participant	Automatic Deferral Percentage
1	_% (not less than 3 and not more than 10)
2	_% (not less than 3 and not more than 10)
3	_% (not less than 4 and not more than 15)
4	_% (not less than 5 and not more than 15)
5	_% (not less than 6 and not more than 15)
6	_% (not less than 6 and not more than 15)
7	_% (not less than 6 and not more than 15)
8	_% (not less than 6 and not more than 15)
9	_% (not less than 6 and not more than 15)
10	_% (not less than 6 and not more than 15)
11	_% (not less than 6 and not more than 15)
12	_% (not less than 6 and not more than 15)
13	_% (not less than 6 and not more than 15)
14 and thereafter	_% (not less than 6 and not more than 15)

(2) [ ] **Fixed Increase.**

a. First plan year of application to a participant: ____ *(not less than 3 and not more than 10)*

b. Second plan year of application to a participant: ____ *(not less than 3 and not more than 10)*

c. In subsequent plan years the automatic deferral percentage will increase by ___% per year up to a maximum of ____% *(not more than 15)* of Compensation

(3) [ ] **Describe:** _____

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59½ for pension plans and governmental 457(b) plans, c*heck (a) Check (b) to specify an age greater than 59 ½. If Article 10 applies, it applies to all Accounts except as limited in Article 10.*

(a) [ ] Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.

(1) [ ] _____. (*Enter date on or after the first day of the first plan year beginning after December 31, 2019.*)

(b) [ ] Age at which in-service distributions are permitted _____ (*Enter age greater than 59½.*)

ARTICLE 3
ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103

3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2019.

3.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice, and the Plan Administrator is not required to provide a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12), unless the plan is a QACA.

3.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30th day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant's Compensation.

3.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter.

(a) A "**Safe Harbor Nonelective Contribution**" means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation.

(b) The "**ADP Test**" means the test provided in Code §401(k)(3)(ii).

(c) The "**ADP Safe Harbor**" means the safe harbor provided by Code §401(k)(12)(A) or Code §401(k)(13).

(d) A "**Safe Harbor Match Plan**" is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2).

(e) A "**Safe Harbor Notice**" is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).

(f) A "**QACA**" is a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).

ARTICLE 4
BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

4.1 **Application.** This Article 4 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).

4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (e), a Participant may request a distribution of up to $5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(d) is selected. This $5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan (or the account from which the distribution is withdrawn was transferred from a Money Purchase Pension Plan), and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½. The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.

4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:

(a) A "**QBAD**" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.

(b) An "**Eligible Adoptee**" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.

4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.

4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 5
REQUIRED BEGINNING DATE – SECURE Act §114

5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.

5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.

5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70½.

5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:

(a) A Participant is an "**Affected Participant**" if the Participant was born after June 30, 1949.

(b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).

(c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

ARTICLE 6
BENEFICIARY RMDS – SECURE Act §401

6.1 **Application.** This Article 6 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).

6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.

6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:

(a) No Designated Beneficiary If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.

(b) Eligible Designated Beneficiary. If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(c) Other Designated Beneficiaries. If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.

(d) 10-Year Rule. If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.

6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.

6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.

6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:

(a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).

(b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.

(c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.

(d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).

(e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.

(f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.

(g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.

(h) The "**10-Year Rule**" is described in Section 6.3(d).

(i) **Shorter period.** Section 2.6 may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.

(j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

ARTICLE 7
EXTENSION OF 5-YEAR RULE FOR RMDS – CARES §2203

7.1 **Application.** This Article 7 will apply only to Defined Contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. It does not apply to Defined Benefit Plans or to 457(b) Plans sponsored by tax-exempt employers. It does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.

7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.

7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:

(a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).

(b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.

(c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 8
LONG-TERM PART-TIME EMPLOYEES – SECURE §112

8.1 **Application.** This Article 8 will apply only if the Plan is a 401(k) Plan that permits elective deferrals. It is effective for Plan Years beginning after December 31, 2020.

8.2 **LTPT Employee Deferrals.** An LTPT Employee will be eligible to make Elective Deferrals to the Plan. An LTPT Employee enters the Elective Deferral portion of the Plan on the Employee's LTPT Entry Date if the Employee is still an LTPT Employee on that Entry Date. The provisions of the Plan relating to rehired employees, breaks in service, and change in status will apply to LTPT Employees.

8.3 **Limited Participation.** An LTPT Employee who is eligible to make Elective Deferrals under Section 8.2 will be a Participant solely with regard to Elective Deferrals and related Account Balances. Except as otherwise provided in Section 2.8(a), an LTPT Employee will not be eligible (1) to receive any employer contributions, including top-heavy minimum allocations and safe harbor contributions, (2) to make after-tax Employee voluntary contributions, (3) to make rollover contributions (unless otherwise permitted under the Plan's administrative policies related to rollover contributions), or (4) to make deemed IRA contributions described in Code §408(q).

8.4 **Satisfaction of Eligibility Conditions.** If and when an LTPT Employee becomes a Regular Participant, the individual will no longer be an LTPT Employee, but will instead participate in the Plan in the same manner as other Regular Participants, except as provided in Section 8.5.

8.5 **Vesting.** For purposes of applying any vesting schedule in the Plan applicable to Employer contributions other than elective deferrals, an LTPT Employee or a Regular Participant who was previously an LTPT Employee (1) will be credited with a Year of Service for each vesting computation period during which the

Employee was credited with more than 500 Hours of Service (or such lower requirement as may apply to Regular Participants) in such period, and (2) will not be credited with a break in service for any vesting computation period unless the Employee has no more than 500 Hours of Service in such period. The Plan Administrator may optionally apply any simplified method of determining years of service under this Section announced by the IRS.

8.6 **Testing.** Pursuant to Code §401(k)(15)(i)(II), the Plan Administrator may elect to exclude LTPT Employees from coverage testing under Code §410(b), the ADP test of Code §401(k)(3), the ACP test of Code §401(m)(2), and other nondiscrimination testing under Code §401(a)(4).

8.7 **Application of Elective Deferral Provisions.** Except as otherwise provided in Section 2.8(b), all provisions of the Plan related to Elective Deferrals which apply to Regular Participants also apply to LTPT Employees who are eligible to defer, including as applicable (1) eligibility to make Roth deferrals, (2) automatic enrollment provisions, (3) automatic escalation provisions.

8.8 **Definitions.** The following definitions apply for this Article 8 and Section 2.8:

(a) An "**LTPT Employee**" means a long-term part-time employee described in Code §§401(k)(2)(D) and 401(k)(15). Specifically, an LTPT Employee is an Employee, other than an LTPT Excluded Employee, who has not entered the Plan as a Regular Participant, but who is credited with at least three (3) consecutive Eligibility Computation Periods beginning after December 31, 2020 with at least 500 Hours of Service in each and who has attained the LTPT Minimum Age.

(b) With regard to an LTPT Employee, the "**LTPT Entry Date,**" unless otherwise specified in Section 2.8(c), is the earlier of the first day of the first month or the seventh month of the Plan Year immediately following or coincident with the date an Employee becomes an LTPT Employee. In no event will the LTPT Entry Date exceed the maximum delay in participation specified in Code §410(a)(4).

(c) An "**LTPT Excluded Employee**" refers to a Union Employee or a Nonresident Alien and those individuals described in Section 2.8(d). However, in no event will an Employee be an LTPT Excluded Employee merely because the Employee failed to satisfy a service condition, or is a part-time, seasonal, or temporary employee. In no event will an Employee be an LTPT Excluded Employee to the extent such an exclusion is not permitted under applicable IRS guidance.

(d) The "**LTPT Minimum Age**" is 21 unless Section 2.8(e) specifies a different age (or waives the LTPT Minimum Age). The LTPT Minimum Age shall not exceed 21.

(e) An Employee is a "**Regular Participant**" if the Employee has satisfied all conditions to enter the Plan (or any portion thereof) determined without regard to this Article 8, including those relating to the Employee's entry date. An LTPT Employee becomes a Regular Participant on such entry date.

(f) A "**Union Employee**" is an employee described in Code §410(b)(3)(A).

(g) A "**Nonresident Alien**" is an employee described in Code §410(b)(3)(C).

ARTICLE 9
QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102

9.1 **Application.** This Article 9 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan, and (2) the Employer elects in Section 2.9 for this Article 9 to apply, effective on the date specified in Section 2.9(a).

9.2 **Higher Maximum Contribution.** If the Plan includes a QACA, then the automatic deferral percentage which applies to a Participant (referred to as the "qualified percentage" in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant's Compensation during the Initial Period and shall not exceed 15% of the Participant's Compensation after the Initial Period.

9.3 **Validation; Policy.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.9) to provide for an automatic deferral percentage which does not exceed the limitations of Section 9.2, the amendment is valid notwithstanding any limitations contained in any provision of the Plan which would limit the automatic deferral percentage to 10%. The Plan Administrator may adopt a reasonable, uniform policy in applying the increased limit provided by this Article 9 to QACA automatic escalation provisions in effect prior to the effective date of the Article.

9.4 **Definitions.** The following definitions apply for this Article 9 and Section 2.9:

(a) "**QACA**" means a Qualified Automatic Contribution Arrangement described in Code §401(k)(13).

(b) The "**Initial Period**" for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.

ARTICLE 10
IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

10.1 **Application.** This Article 10 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in Section 10.3, a 401(k) or Profit-Sharing Plan, and (2) the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).

10.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).

10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 11
DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109

11.1 **Application.** This Article 11 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan. It is effective for Plan Years beginning after December 31, 2019.

11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.

11.3 **Definitions.** The terms "**Lifetime Income Investment**," "**Qualified Distribution**" and "**Qualified Plan Distribution Annuity Contract**" have the meanings set forth in Code §401(a)(38)(B). A "**Discontinued Lifetime Income Investment**" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

ARTICLE 12
UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.

12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

ARTICLE 13
ADOPTION OF PLAN AFTER YEAR END – SECURE §201

13.1 **Application.** This Article 13 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.

13.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer's federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan's initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

ARTICLE 14
DIFFICULTY OF CARE PAYMENTS – SECURE §116

14.1 **Application.** This Article 14 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015.

14.2 **Inclusion in 415 Compensation.** The amount of a Participant's Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.

14.3 **Definition.** A "**Difficulty of Care Payment**" is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

ARTICLE 15
403(b) TERMINATION DISTRIBUTIONS – SECURE §110

15.1 **Application.** This Article 15 will apply only if the Plan is a 403(b) Plan. It is effective January 1, 2009.

15.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to Rev. Rul. 2020-83.

ARTICLE 16
REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107

16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.

16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70½ or any other age.

This Amendment has been executed this 22nd day of May, 2023.

Name of Employer: County of Tulare

By: _____