

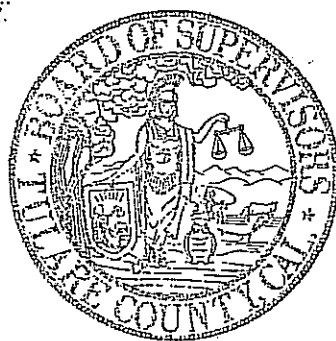
**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF DEFERRED
COMPENSATION PLAN MATTERS

) Resolution No. 2011-0816
) Agreement No. 25245, 25246,
25247, 25248, 25249, 25250,
24696-A, 24697-A & 25251, 25245-A

UPON MOTION OF SUPERVISOR WORTHLEY, SECONDED BY
SUPERVISOR COX, THE FOLLOWING WAS ADOPTED BY THE BOARD OF
SUPERVISORS, AT AN OFFICIAL MEETING HELD NOVEMBER 8, 2011, BY THE
FOLLOWING VOTE:

AYES: SUPERVISORS ISHIDA, VANDER POEL, COX, WORTHLEY AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: Danisa A. Ybana
Deputy Clerk

1. Approved the five-year service agreement with Great-West Life & Annuity to provide 457 Deferred Compensation services to Tulare County for both the 457 full-time plan and the 3121 part-time, seasonal plan for the period of January 1, 2012 through December 31, 2017 ("Great-West Agreement").
2. Approved the Custodial Bank Account Agreement with Wells Fargo Bank ("Wells Fargo Agreement").
3. Approve the offering of four Manning & Napier Collective Investment Trusts (CIT) as investment options and approve the Trust Agreement.
4. Approved the offering of BlackRock Equity Index CIT as an investment option ("BlackRock").
5. Approved the offering of AST Wilmington Emerging Markets CIT and AST Wilmington International Equity Index CIT as investment options ("AST Wilmington").

6. Approved an agreement with Advised Assets Group, LLC ("AAG") to provide investment guidance, advisory, and discretionary managed account services (Reality Investing Advisory Services) to deferred compensation plan participants.
7. Approved Agreement No. 24696, Amendment one (1) to the Great-West Model 457(b) 2009 Plan Document and Adoption Agreement adding the Governmental Roth 457 feature.
8. Approved Agreement No. 24697, Amendment one (1) to the Great-West Model 457(b) 2009 Plan Document for the 3121 part-time, seasonal plan and the Adoption Agreement to allow the Plan Administrator to direct the Trustee to distribute small account balances of \$1,000 or less of participants who have not made contributions to the 3121 part-time, seasonal plan for two years, meeting the requirements of Section 5.03(b) of the Plan, without Participant consent.
9. Approved the 2011 401(a) Profit Sharing Plan Document for Governmental Employees and the 401(a) Adoption Agreement.
10. Authorized the Chairman to sign four (4) copies of each of the above referenced agreements, amendments to agreements and documents.
11. Authorized the Plan Administrator to sign any administrative forms that have been missed and that are of a ministerial nature pertaining to the implementation of this contract and services agreement, with the review and approval of County Counsel.

Auditor

DAY
11/9/11

County of Tulare
88038-01, 02, 03
Services Agreement Amendment No.1

Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.

Great-West Retirement Services®

**AMENDMENT NO. 1
TO
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES**

**§457(b) Deferred Compensation Plan
Group No. 88038-01
and
§3121 Plan
Group No. 88038-02
and
§401(a) Profit Sharing Plan
Group No. 88038-03**

THIS AMENDMENT NO. 1 is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), and/or any successor, assign or affiliate, and the **County of Tulare** ("Plan Sponsor") with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West, to the 457(b) Deferred Compensation Plan ("457(b) Plan") group nos. 88038-01 and 88038-02, and the 401(a) Profit-Sharing Plan ("401(a) Plan") group no. 88038-03 (collectively, hereafter referred to as the "Plans" or "Plan")..

Effective **December 28, 2011**, Great-West and Plan Sponsor entered into the Agreement for Recordkeeping and Communication Services ("Agreement"), under which Great-West provides certain recordkeeping and communication services for the Plan Sponsor with respect to the Plan; and

Great-West and the Plan Sponsor have agreed that it would be beneficial to amend the Agreement to include QDRO determination outsourcing services to group no. 88038-02.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties agree to amend the Agreement as follows:

1. Section I.R "Qualified Domestic Relations Orders (QDROs)" shall be deleted and replaced in its entirety with the following new provision:

"R. Qualified Domestic Relations Orders (QDROs)

Plan Sponsor's approved model form of the Qualified Domestic Relations Order ("QDRO") ("Exhibit D") for the Plan is attached to this Agreement as (457(b) or 401(a)) Plan Sponsor's approved model form of Qualified Domestic Relations Order ("QDRO"). Plan Sponsor hereby approves and instructs Great-West to treat as qualified each QDRO received by Great-West in good order using the model QDRO form, or a form that is similar in all material respects to the model QDRO form. Great-West is instructed to process the QDRO, without Plan Sponsor signature, by establishing a separate account for the Alternate Payee or, making a lump sum distribution to the Alternate Payee. Plan Sponsor instructs Great-West to send a copy of each QDRO confirmation or rejection letter to Plan Sponsor.

Great-West is further instructed to process distribution requests received in good order, and in a manner acceptable to Great-West, from Alternate Payee accounts established before or after the effective date of this Agreement without Plan Sponsor's signature. Plan Sponsor

instructs Great-West to calculate any Alternate Payee's QDRO amount based solely on the participant's account records on Great-West's recordkeeping system, and to reject any QDRO that specifies a valuation date prior to the date Great-West began providing recordkeeping services to the Plan.

If the Alternate Payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan to which the order applies, Great-West shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the Self-directed Brokerage ("SDB") into the core investment options to enable the implementation of the QDRO. If the Participant fails to transfer the necessary amount within 15 business days of the date of the notification letter, and if the necessary amount is available in the SDB money market, Great-West is instructed to transfer such amount into the Plan's default core investment option. If there is insufficient available cash in the SDB money market to transfer the necessary amount, Great-West is then instructed to notify the SDB provider to liquidate all of the Participant's SDB investments, and then transfer the entire amount into the Plan's default core investment option.

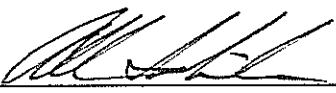
In the event that the sum of all other Participant assets is insufficient to satisfy a QDRO, Plan Sponsor instructs Great-West to instruct any existing life insurance company to surrender all or a portion of the Participant's life insurance policy and to transfer such funds to Great-West for deposit into the Participant's account for subsequent QDRO processing. The amount of the surrender shall be no more than the amount necessary to satisfy the QDRO.

Plan Sponsor agrees to make determinations with respect to any orders received that are not materially similar to the Plan's approved model form of QDRO for reasons other than the inclusion of a valuation date which precedes the date Great-West commenced providing recordkeeping services to the Plan."

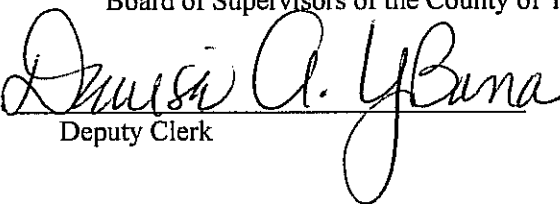
2. In all other respects the Agreement shall remain in full force and effect.
3. This Amendment No. 1 will take effect upon the date executed by both the Plan Sponsor and Great-West (the "Effective Date").

IN WITNESS WHEREOF, the parties by signing this Amendment No.1, in duplicate, certify that they have read and understood it, that they agree to be bound by the terms of the Amendment No. 1, that they have the authority to sign it, and that they have received a signed and dated copy of the Amendment No. 1. This Amendment No.1 is not binding on either party until approved by both parties.

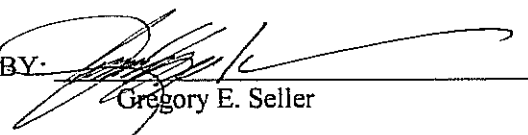
COUNTY OF TULARE

BY:  Date: 2/14/12
Name: ALLEN ISHIDA (print name)
Chairman, Board of Supervisors
"Plan Sponsor"

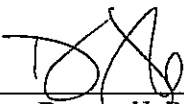
ATTEST: _____
Jean M. Rousseau
Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By 
Deputy Clerk

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

BY:  Date: 1.31.2012
Gregory E. Seller
TITLE: Senior Vice President, Government Markets
"Great-West"

Approved as to Form County of Tulare Counsel

By:  Date: 2.13.12
Deanne H. Peterson
Title: Chief Deputy County Counsel