

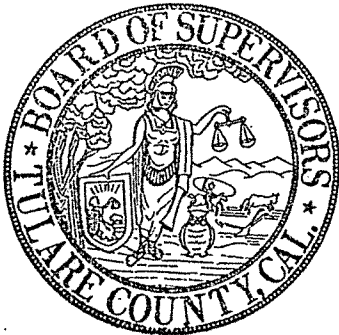
**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF DEFINED
CONTRIBUTION

) Resolution No. 2013-0546
) Agreement No. 25245-B

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR COX, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 30, 2013, BY THE FOLLOWING VOTE:

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



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

BY:

Rosa A. Ybarra
Deputy Clerk

1. Approved an amendment to Agreement No. 25245 with Great-West Life & Annuity to revise the Performance Guarantees and the Loan process language for the 457 Defined Contribution services provided to Tulare County for both the 457 full-time plan and the 3121 part-time, seasonal plan.
2. Authorized the Chairman to sign three (3) copies of the amendment.

Auditor

DAY
7/30/13

Great-West Retirement Services®

**AMENDMENT NO. 2
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. 2 TO AGREEMENT NO. 25245 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”).

The parties previously entered into Tulare County Agreement No. 25245, effective December 28, 2011, whereby CONSULTANT provides certain recordkeeping and communication services for the Plan Sponsor with respect to the Plan; and

The parties also previously entered into Amendment No. 1 to Agreement (Tulare County Agreement No. 25245-A), effective February 14, 2012; and

Great-West and the Plan Sponsor have agreed that it would be beneficial to amend the Agreement Performance Guarantees and the Loan process language,

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:

ACCORDINGLY, IT IS AGREED:

1. The Performance Guarantees provided in Section IX of the Agreement are hereby revised to include the following additional sections:

26. Plan Document Changes	Great-West will notify the Committee within 90 days of any Plan Document changes.	\$500 for each failure to notify the Committee of any Plan Document changes within 90 days.
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27. Service Agreement Changes	Great-West will notify the Committee within 90 days of any revisions to any service agreement changes.	\$500 for each failure to notify the Committee within 90 days of any revisions to any contract changes.
28. Quarterly Fee Report	Great-West will provide to the County for its website a listing of all fees on at least a quarterly basis.	\$500 for each failure to provide to the County for its website a listing of all fees on at least a quarterly basis.

2. Paragraph I, S. of the agreement is hereby deleted and replaced in its entirety with the following:

“For 457(b) Plan (group no. 88038-01) and 401(a) Plan (group No. 88038-03) only – If loans are available under the Plan, Plan Sponsor agrees that all loans (while the participant is employed by Tulare County) shall be account reduction loans re-paid by payroll deduction and consistent with the loan policy, IRS law, and the procedures established by the recordkeeper from time to time. Plan Sponsor instructs Great-West to process, without Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Great-West or through the website, if Plan Sponsor provides Great-West with Participant information in the PDI file and up-to-date full service vesting information electronically. If the Participant is no longer employed by the County, but has an outstanding loan balance, that Participant may convert their bi-weekly payroll deduction re-payment to a monthly check re-payment (via a coupon book) by contacting Great-West’s client service representatives. Plan Sponsor agrees to provide a signature authorization for all Participant loan requests that are re-paid via check. Plan Sponsor further instructs and authorizes Great-West to process requests for home loans without requiring any additional documentation from the Participants except for a loan application. Participants will be subject to the fees in the loan documents.”

3. In all other respects the Agreement shall remain in full force and effect.

4. This Amendment No. 2 will take effect upon the date executed by both the Plan Sponsor and Great-West (the “Effective Date”).

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY 

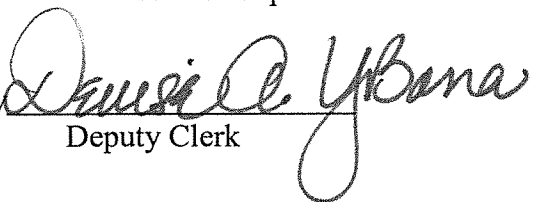
Date: 7/30/13

Name: PETE VANDER POEL (print name)
Chairman, Board of Supervisors
"Plan Sponsor"

APPROVED AS TO FORM:
COUNTY COUNSEL


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

By _____

By 
Deputy Clerk



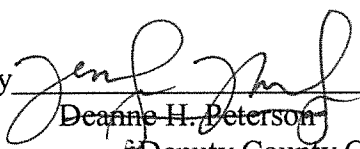
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

BY 
Brent Neese

Date: 7.15.2013

TITLE: Vice President, Government Markets
"Great-West"

Approved as to Form:
County Counsel

By  Date 07/17/13
Deanne H. Peterson
Deputy County Counsel