

RESOLUTION NO. 2000-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE ESTABLISHING A DEFERRED COMPENSATION PLAN ADMINISTERED BY THE ICMA RETIREMENT CORPORATION

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personal; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation Deferred compensation Plan and Trust, referred to as Appendix A.

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the ICMA Retirement Trust, attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the ICMA Retirement.

BE IT FURTHER RESOLVED that the plan will not permit loans.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan

BE IT FURTHER RESOLVED that the City Manager shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the ICMA Retirement Trust; shall cast, on behalf of the Employer, any required votes under the ICMA Retirement Trust; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

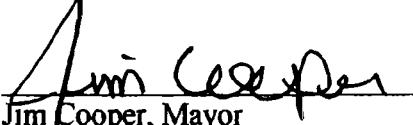
PASSED AND ADOPTED by the City Council of the City of Elk Grove on
this 2nd day of August, 2000, by the following vote:

AYES: Council Members: COOPER, SOARES, BRIGGS, LEARY,
SCHERMAN

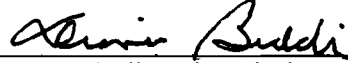
NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:


Jim Cooper, Mayor

ATTEST:


Diana Biddle, City Clerk

457 Deferred Compensation Plan Implementation Data Form



- Instructions to Employer: Provide necessary information to establish your plan properly.
Please contact Employer Services at 1-800-326-7272, if you have any questions.

ICMA RETIREMENT CORPORATION

RC Use Only

1. Employer Number: _____

**General
Information**

2. (902) (APAY 302) Employer's Full Name: City of Elk Grove
3. (922) (APAY 420) Street Address: 8949 Elk Grove Blvd., P. O. Box 1776
(924) (APAY 421) _____
4. (918) (APAY 424) City: Elk Grove
(919) (APAY 425) State: CA (920) (APAY 426) Zip Code: 95759
5. (633) Primary Contact Name: Gene Albaugh
6. (634) Primary Contact Title: Director of Finance/Treasurer
7. (631) Primary Contact Telephone#: (916) 686-2222
8. (632) Fax #: (916) 686-2001
9. (882) Employer's Federal Tax Identification Number: 94-3366854
10. # of Employees: 3 11. # of Employees Eligible for Plan Participation: 3

**Plan Implemen-
tation
Information**

12. (803) Plan Year-end Date: 12-31-00 13. (802) Fiscal Year-end Date: 6-30-01
14. Plan Level Quarterly Statements: (Note: * = default)
 - a. Sort Order: (629) ☐ S=SSN* ☒ N=Name
 - b. Output Media: (627) ☒ P=Paper* ☐ M=Microfiche ☐ B=Bound
 - c. Type: (626) ☒ S=Summary* ☐ D=Detail
15. (611) Contribution Information
 - a. Frequency: (check one): ☐ (0) Bi-weekly* ☐ (4) Monthly ☐ (8) Semi-quarterly
☐ (1) Weekly ☒ (5) Semi-monthly ☐ (9) Bi-annually
☐ (2) Semi-weekly ☐ (6) Bi-quarterly ☐ (10) Annually
☐ (3) Bi-monthly ☐ (7) Quarterly ☐ (11) Semi-annually
 - b. Deposit Medium: (624) ☐ Check * ☒ Wire
 - c. Media Transmission: (623) ☐ (T) Tape ☒ (Q) RC Quickdisk ☐ (E) EDT
☐ (S) Submittal Document* ☐ (D) Diskette
 - d. First Pay Date Following Implementation: September 5, 2000
 - e. Contribution Submittal Printing: (623b) ☐ (0) Do Not Print ☒ (1) Print w/ \$ Amount*
☐ (2) Print w/o \$ Amount
 - f. Sort Order: (612) ☐ (S) SSN* ☒ (N) Name
16. Allocation Change Frequency: ☒ (0) No Restrictions * ☐ (3) 1 per 4 months
 (220) ☐ (1) 1 per 12 months ☐ (4) 1 per 3 months
☐ (2) 1 per 6 months ☐ (5) 1 per Plan Year

45.7 Deferred Compensation Plan Implementation Data Form



ICMA RETIREMENT CORPORATION

RC Use Only

Employer Number: _____

Plan Implemen- tation Information (con't)	17. Default Fund for Investment Allocations:	
	Instructions - Use the Vantagepoint Funds Brochure or sheet to complete this section.	
	A. Default investment allocation. List the fund code(s) and percentage for investment allocation if a participant elected allocation is not available. <i>(Note: If no fund code is listed, the default will be Fund 71 - PLUS Fund.)</i>	B. Investment restrictions. List the fund code(s) that are NOT eligible for contributions or fund transfers:
	_____ _____ _____	_____ _____ _____

PLAN CONTACTS

(If any item #18-26 is left blank, the Primary Contact in Q. #5 will receive mailings)

Disbursement/ Loan Contact Information Please indicate alternate addresses in Comments Section on Page 3	18. AD01	Contact Signature: _____
	(401)	Contact Name: _____
	(401)	Contact Title: _____
	(502)	Telephone: (____) _____ Fax: (____) _____
19. AD08	Contact Signature: _____	
	(401)	Contact Name: _____
	(401)	Contact Title: _____
	(502)	Telephone: (____) _____ Fax: (____) _____
20. AD09	Contact Signature: _____	
	(401)	Contact Name: _____
	(401)	Contact Title: _____
	(502)	Telephone: (____) _____ Fax: (____) _____
Contribution Contact Information	21. AD02 (401)	Contact Name: <u>Gene Albaugh</u>
	(401)	Contact Title: <u>Director of Finance/Treasurer</u>
	(502)	Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>686-2001</u>
Tape/ Diskette Contact Information	22. AD03 (401)	Contact Name: <u>Gene Albaugh</u>
	(401)	Contact Title: <u>Director of Finance/Treasurer</u>
	(502)	Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>686-2001</u>
Quarterly Statement Contact Information	23. AD04 (401)	Contact Name: <u>Gene Albaugh</u>
	(401)	Contact Title: <u>Director of Finance/Treasurer</u>
	(502)	Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>686-2001</u>
Plan Coordinator Contact Information	24. AD05 (401)	Contact Name: <u>David Jinkens</u>
	(401)	Contact Title: <u>City Manager</u>
	Note: Changing this title requires an amendment to your resolution.	
(502)	Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>686-2001</u>	

457 Deferred Compensation Plan Implementation Data Form



ICMA RETIREMENT CORPORATION

RC Use Only

Employer Number: _____

Billing (Fees) Contact Information	25. AD06 (401) Contact Name: <u>Gene Albaugh</u> (401) Contact Title: <u>Director of Finance/Treasurer</u> (502) Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>686-2001</u>												
Remittance Reconcilia- tion Contact	26. AD07 (401) Contact Name: <u>Gene Albaugh</u> (401) Contact Title: <u>Director of Finance/Treasurer</u> (502) Telephone: (<u>916</u>) <u>686-2222</u> Fax: (<u>916</u>) <u>2001</u>												
Comments: (Alternate Addresses for #18-26)	<u>None .</u>												
Transferred Plan Asset Information	27. Is there a transfer of assets? <input type="checkbox"/> Yes <input type="checkbox"/> No Will total plan assets be transferred or is co-administration required? <input type="checkbox"/> In total <input type="checkbox"/> Co-administration Administrator Name (if app.) _____ Company _____ Address _____ Telephone (____) _____ Fax (____) _____ How many participants will be eligible to transfer assets to RC? _____ What is the estimated cash value of the assets to be transferred to RC? \$ _____ Date and methods (check, wire, etc.) the assets will be transferred to RC: _____ <i>To ensure your funds are posted timely and accurately, please forward the following information to your RC plan analyst before any assets are transferred.</i> <ul style="list-style-type: none"> • Copies of most recent participant statements. • Complete list of participant names, social security numbers, total assets to be transferred. • Employer plan conversion form for each participant for allocation of funds or letter from employer if allocations are the same as contributions. • Administrative enrollment for retired or terminated participants with assets. • Copies of participant disbursement request forms for those currently receiving disbursements. • Copy of existing plan document for individually designed plan. How many participant loans are currently outstanding with your current Plan administrator? We must receive the information for all outstanding loans to ensure a successful transition of the loan balances to RC. <table border="0"> <tr> <td>• Participant Name</td> <td>• Loan payment amount</td> </tr> <tr> <td>• Social Security Number</td> <td>• Payment frequency</td> </tr> <tr> <td>• Original loan amount</td> <td>• Current loan balance</td> </tr> <tr> <td>• Original loan issue date</td> <td>• Highest 12 month balance</td> </tr> <tr> <td>• Loan interest rate</td> <td>• Loan number</td> </tr> <tr> <td>• Current balance by source (employer dollars, employee pre-tax dollars, etc.)</td> <td></td> </tr> </table>	• Participant Name	• Loan payment amount	• Social Security Number	• Payment frequency	• Original loan amount	• Current loan balance	• Original loan issue date	• Highest 12 month balance	• Loan interest rate	• Loan number	• Current balance by source (employer dollars, employee pre-tax dollars, etc.)	
• Participant Name	• Loan payment amount												
• Social Security Number	• Payment frequency												
• Original loan amount	• Current loan balance												
• Original loan issue date	• Highest 12 month balance												
• Loan interest rate	• Loan number												
• Current balance by source (employer dollars, employee pre-tax dollars, etc.)													

Internal RC Use Only

072 _____ VRU Allowed

641 _____ Plan Setup Date

074 _____ Adv/PTS, MERS

630 _____ Government Code

644 _____ Contract Completion Date

643 _____ PTS Plan #

912 _____ Short City Name

APPENDIX B

DECLARATION OF TRUST OF THE ICMA RETIREMENT TRUST

Article I. Name and Definitions

Section 1.1 Name: The name of the trust created hereby is the ICMA Retirement Trust.

Section 1.2 Definitions: Wherever they are used herein, the following terms shall have the following respective meanings:

(a) **Bylaws.** The bylaws referred to in Section 4.1 hereof, as amended from time to time.

(b) **Deferred Compensation Plan.** A deferred compensation plan established and maintained by a Public Employer for the purpose of providing retirement income and other deferred benefits to its employees in accordance with the provision of section 457 of the Internal Revenue Code.

(c) **Employees.** Those employees who participate in Qualified Plans and/or Deferred Compensation Plans.

(d) **Employer Trust.** A trust created pursuant to an agreement between RC and a Public Employer, or an agreement between RC and a Public Employer for administrative services that is not a trust, in either case for the purpose of investing and administering the funds set aside by such Employer in connection with its Deferred Compensation agreements with its employees or in connection with its Qualified Plan.

(e) **Investment Contract.** A non-negotiable contract entered into by the Retirement Trust with a financial institution that provides for a fixed rate of return on investment.

(f) **ICMA.** The International City/County Management Association.

(g) **ICMA Trustees.** Those Trustees elected by the Public Employers in accordance with the provisions of Section 3.1(a) hereof, who are also members or former members of the Executive Board of ICMA.

(h) **RC Trustees.** Those Trustees elected by the Public Employers who, in accordance with the provisions of Section 3.1(a) hereof, are also members or former members of the Board of Directors of RC.

(i) **Internal Revenue Code.** The Internal Revenue Code of 1986, as amended.

(j) **Investment Adviser.** The Investment Adviser that enters into a contract with the Retirement Trust to provide advice with respect to investment of the Trust Property.

(k) **Portfolios.** The separate commingled pools of investment established by the Investment Adviser to the Retirement Trust, under the supervision of the Trustees, for the purpose of providing investments for the Trust Property.

(l) **Public Employee Trustees.** Those Trustees elected by the Public Employers who, in accordance with the provision of Section 3.1 (a) hereof, are full-time employees of Public Employers.

(m) **Public Employer Trustees.** Public Employers who serve as trustees of the Qualified Plans or Deferred Compensation Plans.

(n) **Public Employer.** A unit of state or local government, or any agency or instrumentality thereof, that has adopted a Deferred Compensation Plan or a Qualified Plan and has executed this Declaration of Trust.

(o) **Qualified Plan.** A plan that is sponsored by a Public Employer for the purpose of providing retirement income to its employees and that satisfies the qualification requirements of Section 401 of the Internal Revenue Code.

(p) **Public Employer Trust.** A trust that is established by a Public Employer in connection with its Qualified Plan and that satisfies the requirements of Section 501 of the Internal Revenue Code, or a trust established by a Public Employer in connection with its Deferred Compensation Plan and that satisfies the requirements of Section 457(b) of the Internal Revenue Code.

(q) **RC.** The International City Management Association Retirement Corporation.

(r) **Retirement Trust.** The Trust created by this Declaration of Trust.

(s) **Trust Property.** The amounts held in the Retirement Trust as provided in Section 2.3. The Trust Property shall include any income resulting from the investment to the amounts so held.

(t) **Trustees.** The Public Employee Trustees, ICMA Trustees and RC Trustees elected by the Public Employers to serve as members of the Board of Trustees of the Retirement Trust.

Article II. Creation and Purpose of the Trust; Ownership of Trust Property

Section 2.1 Creation:

(a) The Retirement Trust was created by the execution of this Declaration of Trust by the initial Trustees and Public Employers and is established with respect to each participating Public Employer by adoption of this Declaration of Trust.

(b) The Retirement Trust is hereby expressly made a part of the appropriate Qualified Plan or Deferred Compensation Plan of each Public Employer that executes or has executed this Declaration of Trust.

Section 2.2 Purpose and Participation:

(a) The purpose of the Retirement Trust is to provide for the commingled investment of funds held by the Public Employers in connection with their Deferred Compensation and Qualified Plans. The Trust Property shall be invested in the Portfolios, in Investment Contracts, and in other investments recommended by

the Investment Adviser under the supervision of the Board of Trustees. No part of the Trust Property will be invested in securities issued by Public Employers.

(b) Participation in the Retirement Trust is limited to (i) pension and profit-sharing trusts which are maintained by Public Employers and that are exempt under section 501(a) of the Internal Revenue Code because the Qualified Plans related thereto qualify under section 401(a) of the Internal Revenue Code and (ii) deferred compensation plans maintained by Public Employers under Section 457 of the Internal Revenue Code (and trusts maintained by such Public Employers in connection with such 457 plans)

Section 2.3 Ownership of Trust Property:

(a) The Trustees shall have legal title to the Trust Property. The Trust Property shall be held as follows

(i) for the Public Employer Trustees for the exclusive benefit of the Employees, or

(ii) in the case of a Deferred Compensation Plan maintained by a Public Employer that has not established a Public Employer Trust for the plan, for the Public Employer as beneficial owner of the plan's assets.

(b) The portion of the corpus and income of the Retirement Trust that equitably belongs to any Public Employer Trust may not be used for or diverted to any purpose other than for the exclusive benefit of the Employees (or their beneficiaries) who are entitled to benefits under such Public Employer Trust

(c) No employer's Public Employer Trust may assign any part of its equity or interest in the Retirement Trust, and any purported assignment of such equity or interest shall be void

Article III. Trustees

Section 3.1 Number and Qualification of Trustees:

(a) The Board of Trustees shall consist of nine Trustees. Five of the Trustees shall be full-time employees of a Public Employer (the Public Employee Trustees) who are authorized by such Public Employer to serve as Trustee. The remaining four Trustees shall consist of two persons who, at the time of election to the Board of Trustees, are members or former members of the Executive Board of ICMA, and two persons who, at the time of election, are members or former members of the Board of Directors of RC. One of the ICMA Trustees and one of the RC Trustees shall, at the time of election, be full-time employees of Public Employers.

(b) No person may serve as a Trustee for more than two terms in any ten-year period.

Section 3.2 Election and Term:

(a) Except for the Trustees appointed to fill vacancies pursuant to Section 3.5 hereof, the Trustees shall be elected by a vote of a majority of the voting Public Employers in accordance with the

procedures set forth in the By-Laws

(b) At the first election of Trustees, three Trustees shall be elected for a term of three years, three Trustees shall be elected for a term of two years and three Trustees shall be elected for a term of one year. At each subsequent election, three Trustees shall be elected, each to serve for a term of three years and until his or her successor is elected and qualified

Section 3.3 Nominations: The Trustees who are full-time employees of Public Employers shall serve as the Nominating Committee for the Public Employee Trustees. The Nominating Committee shall choose candidates for Public Employee Trustee in accordance with the procedures set forth in the By-Laws.

Section 3.4 Resignation and Removal:

(a) Any Trustee may resign as Trustee (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the other Trustees and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. Any of the Trustees may be removed for cause, by a vote of a majority of the Public Employers.

(b) Each Public Employee Trustee shall resign his or her position as Trustee within 60 days of the date on which he or she ceases to be a full-time employee of a Public Employer.

Section 3.5 Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of his or her death, resignation, removal, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. In the case of a vacancy, the remaining Trustees shall appoint such person as they in their discretion shall see fit (subject to the limitations set forth in this Section), to serve for the unexpired portion of the term of the Trustee who has resigned or otherwise ceased to be a Trustee. The appointment shall be made by a written instrument signed by a majority of the Trustees. The person appointed must be the same type of Trustee (i.e., Public Employee Trustee, ICMA Trustee or RC Trustee) as the person who has ceased to be a Trustee. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of retirement or resignation, provided that such appointment shall not become effective prior to such retirement or resignation. Whenever a vacancy shall occur, until such vacancy is filled as provided in this Section 3.5, the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration. A written instrument certifying the existence of a vacancy signed by a majority of the Trustees shall be conclusive evidence of the existence of such vacancy.

Section 3.6 Trustees Serve in Representative Capacity: By executing this Declaration, each Public Employer agrees that the Public Employee Trustees elected by the Public Employers are authorized to act as agents and representatives of the Public Employers collectively.

Article IV. Powers of Trustees

Section 4.1 General Powers: The Trustees shall have the power to conduct the business of the Trust and to carry on its operations. Such power shall include, but shall not be limited to, the power to:

- (a) receive the Trust Property from the Public Employers, Public Employer Trustees or the trustee or administrator under any Employer Trust;
- (b) enter into a contract with an Investment Adviser providing, among other things, for the establishment and operation of the Portfolios, selection of the Investment Contracts in which the Trust Property may be invested, selection of the other investments for the Trust Property and the payment of reasonable fees to the Investment Adviser and to any sub-investment adviser retained by the Investment Adviser;
- (c) review annually the performance of the Investment Adviser and approve annually the contract with such Investment Adviser;
- (d) invest and reinvest the Trust Property in the Portfolios, the Investment Contracts and in any other investment recommended by the Investment Adviser, but not including securities issued by Public Employers, provided that if a Public Employer has directed that its monies be invested in one or more specified Portfolios or in an Investment Contract, the Trustees of the Retirement Trust shall invest such monies in accordance with such directions;
- (e) keep such portion of the Trust Property in cash or cash balances as the Trustees, from time to time, may deem to be in the best interest of the Retirement Trust created hereby without liability for interest thereon;
- (f) accept and retain for such time as they may deem advisable any securities or other property received or acquired by them as Trustees hereunder, whether or not such securities or other property would normally be purchased as investment hereunder;
- (g) cause any securities or other property held as part of the Trust Property to be registered in the name of the Retirement Trust or in the name of a nominee, and to hold any investments in bearer form, but the books and records of the Trustees shall at all times show that all such investments are a part of the Trust Property;
- (h) make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i) vote upon any stock, bonds, or other securities, give general or special proxies or powers of attorney with or without power of substitution, exercise any conversion privileges, subscription rights, or other options, and make any payments incidental thereto, oppose, or consent to, or otherwise participate in, corporate reorganizations or to other changes affecting corporate securities, and delegate discretionary powers and pay any assessments or charges in connection therewith, and generally exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust Property;

- (j) enter into contracts or arrangements for goods or services required in connection with the operation of the Retirement Trust, including, but not limited to, contracts with custodians and contracts for the provision of administrative services;
- (k) borrow or raise money for the purposes of the Retirement Trust in such amount, and upon such terms and conditions, as the Trustees shall deem advisable, provided that the aggregate amount of such borrowings shall not exceed 30% of the value of the Trust Property. No person lending money to the Trustees shall be bound to see the application of the money lent or to inquire into its validity, expediency or propriety or any such borrowing;
- (l) incur reasonable expenses as required for the operation of the Retirement Trust and deduct such expenses from of the Trust Property;
- (m) pay expenses properly allocable to the Trust Property incurred in connection with the Deferred Compensation Plans, Qualified Plans, or the Employer Trusts and deduct such expenses from that portion of the Trust Property to which such expenses are properly allocable;
- (n) pay out of the Trust Property all real and personal property taxes, income taxes and other taxes of any and all kinds which, in the opinion of the Trustees, are properly levied, or assessed under existing or future laws upon, or in respect of, the Trust Property and allocate any such taxes to the appropriate accounts;
- (o) adopt, amend and repeal the Bylaws, provided that such Bylaws are at all times consistent with the terms of this Declaration of Trust;
- (p) employ persons to make available interests in the Retirement Trust to employers eligible to maintain a Deferred Compensation Plan under Section 457 or a Qualified Plan under Section 401 of the Internal Revenue Code;
- (q) issue the Annual Report of the Retirement Trust, and the disclosure documents and other literature used by the Retirement Trust;
- (r) in addition to conducting the investment program authorized in Section 4.1(d), make loans, including the purchase of debt obligations, provided that all such loans shall bear interest at the current market rate;
- (s) contract for, and delegate any powers granted hereunder to, such officers, agents, employees, auditors and attorneys as the Trustees may select, provided that the Trustees may not delegate the powers set forth in paragraphs (b), (c) and (o) of this Section 4.1 and may not delegate any powers if such delegation would violate their fiduciary duties;
- (t) provide for the indemnification of the Officers and Trustees of the Retirement Trust and purchase fiduciary insurance;
- (u) maintain books and records, including separate accounts for each Public Employer, Public Employer Trustee or Employer Trust and such additional separate accounts as are required under, and consistent with, the Deferred Compensation or Qualified Plan of each Public Employer; and

(v) do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or appropriate to administer the Trust Property and to carry out the purposes of the Retirement Trust.

Section 4.2 Distribution of Trust Property: Distributions of the Trust property shall be made to, or on behalf of, the Public Employer or Public Employer Trustee, in accordance with the terms of the Deferred Compensation Plans, Qualified Plans or Employer Trusts. The Trustees of the Retirement Trust shall be fully protected in making payments in accordance with the directions of the Public Employers, Public Employer Trustees or trustees or administrators of any Employer Trust without ascertaining whether such payments are in compliance with the provisions of the applicable Deferred Compensation or Qualified Plan or Employer Trust.

Section 4.3 Execution of Instruments: The Trustees may unanimously designate any one or more of the Trustees to execute any instrument or document on behalf of all, including but not limited to the signing or endorsement of any check and the signing of any applications, insurance and other contracts, and the action of such designated Trustee or Trustees shall have the same force and effect as if taken by all the Trustees.

Article V. Duty of Care and Liability of Trustees

Section 5.1 Duty of Care: In exercising the powers hereinbefore granted to the Trustees, the Trustees shall perform all acts within their authority for the exclusive purpose of providing benefits for the Public Employers in connection with non-trusteed Deferred Compensation Plans and for the Public Employer Trustees, and shall perform such acts with the care, skill, prudence and diligence in the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 5.2 Liability: The Trustees shall not be liable for any mistake of judgment or other action taken in good faith, and for any action taken or omitted in reliance in good faith upon the books of account or other records of the Retirement Trust, upon the opinion of counsel, or upon reports made to the Retirement Trust by any of its officers, employees or agents or by the Investment Adviser or any sub-investment adviser, accountant, appraiser or other expert or consultant selected with reasonable care by the Trustees, officers or employees of the Retirement Trust. The Trustees shall also not be liable for any loss sustained by the Trust Property by reason of any investment made in good faith and in accordance with the standard of care set forth in Section 5.1.

Section 5.3 Bond: No Trustee shall be obligated to give any bond or other security for the performance of any of his or her duties hereunder.

Article VI. Annual Report to Shareholders

The Trustees shall annually submit to the Public Employers and Public Employer Trustees a written report of the transactions of the Retirement Trust, including financial statements which shall be certified by independent public accountants chosen by the Trustees.

Article VII. Duration or Amendment of Retirement Trust

Section 7.1 Withdrawal: A Public Employer or Public Employer Trustee may, at any time, withdraw from this Retirement Trust by delivering to the Board of Trustees a written statement of withdrawal. In such statement, the Public Employer or Public Employer Trustee shall acknowledge that the Trust Property allocable to the Public Employer is derived from compensation deferred by employees of such Public Employer pursuant to its Deferred Compensation Plan or from contributions to the accounts of Employees pursuant to a Qualified Plan, and shall designate the financial institution to which such property shall be transferred by the Trustees of the Retirement Trust or by the trustee or administrator under an Employer Trust.

Section 7.2 Duration: The Retirement Trust shall continue until terminated by the vote of a majority of the Public Employers, each casting one vote. Upon termination, all of the Trust Property shall be paid out to the Public Employers, Public Employer Trustees or the trustees or administrators of the Employer Trusts, as appropriate.

Section 7.3 Amendment: The Retirement Trust may be amended by the vote of a majority of the Public Employers, each casting one vote.

Section 7.4 Procedure: A resolution to terminate or amend the Retirement Trust or to remove a Trustee shall be submitted to a vote of the Public Employers if: (i) a majority of the Trustees so direct, or; (ii) a petition requesting a vote signed by not less than 25 percent of the Public Employers, is submitted to the Trustees.

Article VIII. Miscellaneous

Section 8.1 Governing Law: Except as otherwise required by state or local law, this Declaration of Trust and the Retirement Trust hereby created shall be construed and regulated by the laws of the District of Columbia.

Section 8.2 Counterparts: This Declaration may be executed by the Public Employers and Trustees in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.



ICMA RETIREMENT CORPORATION

777 North Capitol Street, NE
Washington, DC 2002-4240
1-202-962-4600
Toll-Free 1-800-669-7400

BRC571-006-9805