



June 21, 2016

Attn: City of Merced

**RE: ICMA Retirement Corporation
Vantagepoint Payroll Deduct IRA Program**

Dear Bradley R. Grant,

This letter agreement will serve to amend the existing Administrative Services Agreement ("Agreement") between the Employer and ICMA Retirement Corporation ("ICMA-RC") to address Individual Retirement Accounts ("IRAs") for Employer's employees ("IRA accountholders").

The existing Agreement between Employer and ICMA-RC is hereby amended as follows:

1. Employer desires to allow IRAs for its employees to be administered by ICMA-RC. Employer agrees to send checks or wire the assets to ICMA-RC representing contributions for IRA Accountholders. The details of the submission of IRA contributions shall be as mutually agreed between Employer and ICMA-RC, but in general shall be as set forth in the IRA program materials developed by ICMA-RC and provided to Employer.
2. Absent an explicit provision to the contrary, account fees and expenses payable by IRA Accountholders shall be as set forth in the IRA program materials.
3. Each IRA Accountholder will receive a consolidated quarterly statement providing information for any deferred compensation plan, qualified plan or IRA maintained by each IRA Accountholder and administered by ICMA-RC.
4. ICMA-RC will provide tax withholding and reporting for each IRA account administered by ICMA-RC.
5. Unless ICMA-RC and Employer agree otherwise, the details of ICMA-RC's administration of the IRA program, as well as other features of the IRA program, shall be as set forth in ICMA-RC's IRA program materials. The most current IRA program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may, from time to time, mutually agree in writing to terms that vary from the IRA program materials.

AC: 22351-1014-7467

6. To help ensure confidentiality of IRA Accountholder information, ICMA-RC will provide Employers with only such account information as is necessary to reconcile Employer's payroll deduction submittals.
7. It is agreed that ICMA-RC will not be responsible for ensuring that annual IRA contributions by each IRA Accountholder are within applicable annual contribution limits, and it will be solely the responsibility of the IRA Accountholder to adhere to applicable contribution limits and other IRS requirements applicable to IRAs.
8. It is understood that the year in which the payroll deduction occurs shall constitute the tax year in which the contribution is considered to be made to the IRA Accountholder's IRA.

If Employer finds these terms agreeable, please so indicate by having the appropriate person sign and date this letter agreement in the space indicated below.

Very truly yours,



Erica McFarquhar
Assistant Corporate Secretary
ICMA-RC

APPROVED AS TO FORM:


KENNETH ROZELL
Senior Deputy City Attorney

Agreed: _____
Signature of Authorized Official

Date: ____/____/____