



"A City for All Ages"

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

LETTER OF TRANSMITTAL

Date: January 6, 2012

To: ICMA
Attention: New Business Unit
777 North Capitol Street NE, Suite 600
Washington, DC 20002-4240

From: City Clerk's Office
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Contract # 20120017
ICMA Administration Services

Please find enclosed:

- Fully executed original contract for your file.
- Fully executed **copy** of the contract for your file.
- Other:

Sincerely,

A handwritten signature in black ink, appearing to read "Sally Walsh".

Sally Walsh
Record's Analyst

MEMORANDUM

DATE: 01/03/12

TO: Sally Walsh
City Clerk's Office

FROM: Barbara Moquin, CPPB *BQM*
Office of Management & Budget

SUBJECT: Authorization to Release Contract

CONTRACT: # 20120017

CONTRACT TITLE: ICMA Administration Services

VENDOR NAME: ICMA (International City/County Management Association Retirement Corporation)

VENDOR ADDRESS: New Business Unit
777 North Capitol Street NE, Suite 600

CITY & STATE: Washington DC 20002-4240

ENCUMBRANCE REQUIRED: No

DATE COUNCIL APPROVED: 11/28/2011

The subject contract has received all necessary signatures for execution/processing.

The subject contract requires no encumbrance therefore, no Purchase Order will be issued.

Due to the timeliness of this contract the Human Resources Department had this document electronically signed by ICMA and then signed hard copy originals by the Assistant City Manager. Enclosing the two original executed documents for your scanning and distribution to the Vendor.

Should you have any questions please give me a call.

Thank you.

Attachment(s) 2 original contract documents
Review sheets.

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Port St. Lucie

Type: 457

Account #:301767

Type: 401

Account #: 109105, 109232

JAN 03 2012

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), effective this 31st day of December, 2011 (herein referred to as the “Inception Date”), between the International City/County Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Port St. Lucie (“Employer”), a Florida Municipal Corporation, a City organized and existing under the laws of the State of Florida with an office at 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

RECITALS

Employer acts as public plan sponsor of an Internal Revenue Code (“Code”) section 457 deferred compensation plan (“457 Plan”) and Code section 401(a) qualified plans (each a “401(a) plan” and collectively referred to herein, along with the 457 Plan, as the “Plans”) and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plans;

VantageTrust (the “Trust”) is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in the Trust’s principal disclosure document, “Making Sound Investment Decisions: A Retirement Investment Guide” (“Retirement Investment Guide”).

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plans to perform all nondiscretionary functions necessary for the administration of the Plans. The functions to be performed by ICMA-RC are those set forth in Exhibit “A” to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plans within the Trust. Employer agrees that operation of the

Plans and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plans, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely basis regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c)(i) ICMA-RC shall maintain and administer the 457 Plan in compliance with the requirements for eligible deferred compensation plans under Code Section 457 and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the 457 Plan in the event that the Employer directs ICMA-RC to administer the 457 Plan or disburse assets in a manner inconsistent with the requirements of Code Section 457 or otherwise causes the 457 Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the 457 Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the 457 Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

(c)(ii) ICMA-RC shall maintain and administer the 401(a) Plans in compliance with the requirements for plans which satisfy the qualification requirements of Code Section 401 and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plans in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Code Section 401 or otherwise causes the 401(a) Plans not to be carried out in accordance with their terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plans to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the 401(a) Plans in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plans and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as record-keeper and to provide administrative, investment or other services at the direction of Plans participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plans and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plans under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plans' investment options. Employer shall have exclusive responsibility for the Plans' investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VantageTrust Retirement Income Advantage Fund is an investment option for the Plans and that the fund invests in a separate account available through a group variable annuity contract.

By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VantageTrust Retirement Income Advantage Fund.

- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement. ICMA-RC agrees to notify Employer in the event that ICMA-RC is replacing vendors that provide services that are custom and specific to the Employer only and a change in such vendor will have an impact on the services being provided to Employer by ICMA-RC.
- (h) Employer approves the use of its Plans in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plans. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) There shall be no asset-based or per-participant fees charged under this Agreement. ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plans, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.
- (c) **Administrative Allowance.** ICMA-RC shall pay an annual administrative allowance of \$45,000, which shall be paid quarterly to the Employer or to the Plans. Such payments reflect ICMA-RC's assumptions regarding the aggregate level of revenue received from funds offered by the Plans at the initiation of this Agreement. In the event that the Employer chooses to replace funds during the term of this Agreement, the revenue assumptions with respect to the new funds will be re-evaluated and the administrative allowance will be adjusted

commensurately. Employer understands that the Plans administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plans or allocated to participant accounts under the Plans at the instruction of the Employer. Reasonable plan administrative expenses include reasonable expenses for participant education, participant communication, maintaining the plan's compliance with applicable law, and benefit computation. The Employer instructs ICMA-RC to deduct the cost of 457 Retirement Readiness Reports and participant Financial Plans, as provided in Exhibit A attached hereto, from the Administrative Allowance.

- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.
- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be paid out of Plan assets held through the Trust. The amount of Plan assets held through the Trust shall be adjusted by the Trust as required to reflect such payments. In the event that the Employer agrees to pay amounts owed pursuant to this section 7 directly, any amounts unpaid and outstanding after thirty (30) days of invoice to the Employer shall be withdrawn from Plan assets held through the Trust.

The compensation and payment set forth in this section 7 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer chooses to implement additional mutual funds outside of the ICMA-RC Mutual Fund Alliance.

8. Contribution Remittance

Employer understands that amounts invested through the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plans or related Trust, other than ICMA-RC or its agents in connection with the administration or operation of the Plans. ICMA-RC shall indemnify and hold harmless the Employer and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done pursuant to this Agreement by any ICMA-RC employee, agent or assignee with respect to the Plans or related Trust. The indemnities provided by ICMA-RC under this Agreement will not extend or apply to any claims, damages, suits or actions caused by or resulting

from the sole negligence, bad faith or willful misconduct of the Employer or its officers, employees, agents, or instrumentalities.

No provision in this Agreement shall be construed to conflict with Section 768.28, Florida Statutes nor constitute a waiver of the Employer's right to sovereign immunity.

10. Term

This Agreement shall be in effect for an initial term commencing on the Inception Date and ending five (5) years after the Inception Date. This Agreement may be terminated without penalty by either party on sixty (60) days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VantageTrust PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VantageTrust PLUS Fund in an orderly manner over a period of up to twelve (12) months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plans (or a replacement investment option for the VantageTrust PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by both parties.
- (b) ICMA-RC may amend this agreement by providing sixty (60) days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the sixty (60) day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

12. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, certified mail, return receipt requested, e-mailed or faxed with confirmed receipt to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when

transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.


16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Balance of page intentionally left blank.

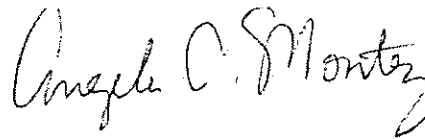
In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF PORT ST. LUCIE

By  Date 12/30/11
Signature

Gregory J. Oravec, Acting City Manager
Name and Title (Please Print)

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION



By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to: New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plans' administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plans for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plans.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Trust. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plans.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>

(j) Distribution of benefits as agent for the Employer in accordance with terms of the Plans.

Participants who have separated from service can request distributions through Account Access or via form.

(k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plans, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.

(l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.

(m) Online Advice may be made available through a third party vendor on the terms specified on ICMA-RC's website.

(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

(o) ICMA-RC will offer a Financial Needs Assessment to any participant who requests it at no charge.

(p) ICMA-RC will provide discounted Financial Plans: Goal Specific Financial Plans, \$75 (value \$175) and Comprehensive Financial Plans for \$350 (value \$450) available for all Plan Participants.

(q) Upon Employer request, and based on employee-specific data provided by the Employer and on available investment options in the plan, ICMA-RC will provide to employees a 457 Retirement Readiness report to include: (1) a forecast of the individual employee's income at retirement in relation to a retirement income objective provided by the Plan Sponsor; (2) a set of recommendations (including potential changes in savings rate) to help the employee reach this retirement income objective; and (3) an asset allocation and fund specific recommendation. All costs for the Retirement Readiness reports shall be determined at the time the reports are generated and shall be paid from the Administrative Allowance as directed by the Employer. The frequency of providing this Report during the term of the contract will be mutually agreed upon between ICMA-RC and the Employer, but in no event would a report be generated more frequently than annually for each individual employee.

RECEIVED
DEC 27 2011
Office of Management & Budget
Director's Office

MEMORANDUM

NOV 16 2011
TOLNEY'S OFFICE

Stefania Bestcovaine
Suzette Cruz, Legal
Susan Williams, Human Resources
Renee Major, Risk Mngmnt.
Marcia Dedert, Finance

DATE: November 15, 2011
FROM: Barb Moquin, OMB

SUBJECT: 20120017-ICMA Retirement Corporation Administrative Services Agreement

Attached for your review is the document that has been prepared for the above Agreement. If you desire any additions, changes, or deletions, please mark where appropriate. Next, sign, date, and return this form. If there are any changes requested, OMB will amend the document.

Thank you.

HR DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

Termination language, other suggestions 12/20/2011
(Pending Changes Listed) *in blue* (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes) (GL# 606-1900-534000-0000)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: *Previously accepted by Milton Collins per Claudia M. of HR* 12-29-11
(Date)

MEMORANDUM

TO: Yvette Cruz, Legal
Susan Williams, Human Resources
Renee Major, Risk Mngmnt.
Marcia Dedert, Finance

DATE: November 15, 2011

FROM: Barb Moquin, OMB

SUBJECT: 20120017-ICMA Retirement Corporation Administrative Services Agreement

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(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

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(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____) (GL# 606-1900-~~534000~~-0000) ?

549300

RECEIVED

NOV 16 2011

Marcia Dedert

(Pending Changes Listed)

12-6-11
(Date)

FINANCE DEPT.

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation:

Barb Moquin

12-12-11
(Date)

RECEIVED

DEC 06 2011

Office of Management and Budget

MEMORANDUM

TO: Yvette Cruz, Legal
Susan Williams, Human Resources
Renee Major, Risk Mngmnt.
Marcia Dedert, Finance

DATE: November 15, 2011

FROM: Barb Moquin, OMB

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(With Changes _____ Without Changes _____)

(Pending Changes Listed) (Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed) (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

Renee Major 11-16-11
(Pending Changes Listed) (Date)

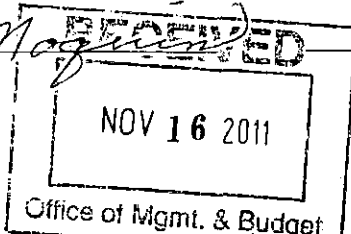
Insurance ? no additional request of ICMA

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____) (GL# 606-1900-534000-0000)

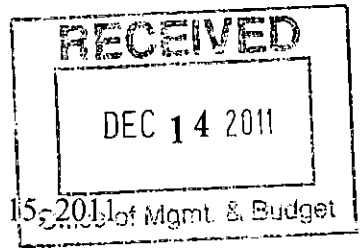
(Pending Changes Listed) (Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: Barb Moquin 11-16-11
(Date)



MEMORANDUM



TO: Yvette Cruz, Legal
Susan Williams, Human Resources
Renee Major, Risk Mngmnt.
Marcia Dedert, Finance

DATE: November 15, 2011, Office of Mgmt. & Budget

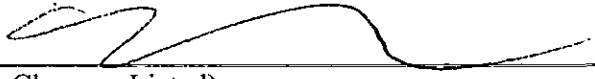
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(With Changes ___ Without Changes ___)



(Pending Changes Listed)

12-12-11

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___) (GL# 606-1900-534000-0000)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: _____

(Date)