

JACKSON COUNTY DEFERRED COMPENSATION PLAN  
RESOLUTION #335B-06-30-00

BE IT RESOLVED, that effective July 1, 2000, Jackson County hereby amends and restates its Deferred Compensation Plan under Section 457 of the Internal Revenue Code in the form presented at this meeting and attached hereto;

RESOLVED FURTHER, that the officers of the Employer are authorized and directed to execute the Plan Document and take such other steps as are necessary or appropriate to implement the plan;

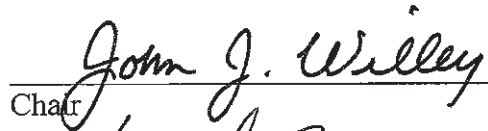
RESOLVED FURTHER, that the Plan will be administered by a Committee consisting of the County Auditor, the County Attorney and the Payroll & Benefit Deputy, who are hereby appointed as Committee Members of the Plan;

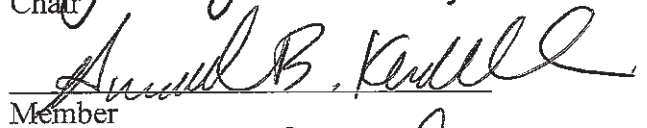
NOW, THEREFORE, BE IT RESOLVED, that the Employer designates Equitable Life Insurance Company of Iowa, Great American Life Insurance Company, Nationwide Retirement Solutions, Ohio National Life Insurance Company and USG Annuity & Life Company as Approved Institutions to provide annuity contracts to fund the Deferred Compensation Accounts held under the Plan; provided such annuity contracts conform to State insurance laws and federal requirements under Section 457 of the Internal Revenue Code.


Passed and approved this 30th day of June, 2000

ATTEST:

  
Shelley Hoyer, deputy  
Jackson County Auditor

  
John J. Willey  
Chair

  
Arnold B. Kendall  
Member

  
J.C. Engel  
Member

## JACKSON COUNTY DEFERRED COMPENSATION PLAN

Jackson County, Iowa hereby amends and restates this plan of deferred compensation pursuant to Iowa Code section 509A.12. The name of this plan is the "Jackson County Deferred Compensation Plan." The primary purpose of this Plan is to allow eligible employees of Jackson County, Iowa to defer some part of their annual compensation to provide employees and their beneficiaries with retirement income in accordance with applicable provisions of section 457 of the Internal Revenue Code of 1986, as amended, and Iowa Code section 509A.12.

### ARTICLE I - Definitions

- A. **BENEFICIARY:** means the person or persons, trust, or estate designated by the Participant in his or her Enrollment Form to receive all or a portion of the Participant's benefits payable under this Plan in the event of the Participant's death. If the Participant dies without designating a Beneficiary, or if the designated Beneficiary is not living as of the Participant's date of death, the Participant's estate shall be the Beneficiary.
- B. **CARRIER:** means any insurance company authorized to do business in the State of Iowa, qualified under applicable laws and this Plan to issue Contracts, and approved by the Committee.
- C. **CODE:** means the Internal Revenue Code of 1986, as amended.
- D. **COMMITTEE:** means the person or persons appointed by the County under Article 7, paragraph A of this Plan to be responsible for the administration of the Plan.
- E. **COMPENSATION:** means all earnings from services rendered by the Participant to the County, including, without limitation, the gross salary of the Participant, determined before any deduction for federal or state income tax and social security, Medicare, or pension plan contributions.
- F. **CONTRACT:** means a retirement annuity contract issued by a Carrier and permitted under Iowa Code section 509A.12, Code section 457 and Code section 401(g), which has been approved by the Committee. In no event, however, shall the term Contract include, or be deemed to include, a life, health or accident, property, casualty, or liability insurance contract of any kind.
- G. **COUNTY:** means Jackson County, Iowa, a political subdivision of the State of Iowa.
- H. **DEFERRED COMPENSATION:** means the amount of compensation not yet earned, which the Participant and the County mutually agree shall be deferred in accordance with the provisions of the Plan.
- I. **DEFERRED COMPENSATION ACCOUNT:** means the bookkeeping account maintained for a Participant by the County reflecting the cumulative amount of the Participant's Deferred Compensation and interest in his or her Contract, including, without limitation, any income, gains, losses, or increases or decreases in the market value of the Contract.

- B. **ENROLLMENT:** To become a Participant, an Eligible Employee must properly execute and deliver to the Committee an Enrollment Agreement and a Deferred Compensation Agreement to defer Compensation not yet earned at least fifteen (15) days prior to the first day of the Quarterly Period as of which he or she elects to participate in this Plan.
  
- C. **EFFECTIVE DATE OF PARTICIPATION AND OF CHANGE OF CARRIER OR CONTRIBUTION AMOUNT:** An Eligible Employee's election to become a Participant shall be effective for pay periods beginning on and after the first day of the Quarterly Period next following the date on which his or her properly executed Enrollment Agreement and Deferred Compensation Agreement were delivered to the Committee. In no event shall a Participant's Deferred Compensation Agreement apply to Compensation earned by the Participant before its effective date.
  - (1) A transfer of a Participant's Deferred Compensation from one Carrier to another Carrier or a change of a Participant's Deferred Compensation amount shall also be effective as of the first day of the next following Quarterly Period.
  
- D. **TERMINATION OF PARTICIPATION:** A Participant may cease to participate in this Plan as of the first day of any calendar month by giving written notice to the Committee at least fifteen (15) days prior to such date. Upon termination of participation, deferment of Compensation pursuant to the Participant's Deferred Compensation Agreement shall cease. Benefits relating to the Participant's Deferred Compensation Account will be paid in accordance with Article 5 hereof.
  
- E. **RE-PARTICIPATION:** A Participant who ceases to participate in this Plan for any reason may again elect to participate as of the first day of a Quarterly Period following a twelve (12) month waiting period.
  
- F. **PARTICIPATION DURING LEAVE OF ABSENCE:** Unless written notice of cessation of participation is received in accordance with paragraph D of this Article 2, the Participant's Deferred Compensation Agreement will remain in effect during an approved leave of absence with Compensation. A leave of absence of more than six months without Compensation shall result in the termination of participation in this Plan.

**ARTICLE III - Deferred Compensation Contributions**

- A. **CONTRIBUTIONS:** A Participant's Deferred Compensation Contributions shall be made pursuant to the terms of his or her Deferred Compensation Agreement and this Plan. The Participant must agree to defer at least \$300.00 per annum. A Participant's annual Deferred Compensation Contributions shall be applied to 26 pay periods equally. Deferred amounts above the minimum must be pay period units of \$1.00.
  
- B. **CHANGE IN CONTRIBUTIONS:** A Participant may change the amount of his or her Deferred Compensation Contributions with respect to Compensation not yet earned by modifying his or her Deferred Compensation Agreement effective as of the first day of the immediately following Quarterly Period, provided, however, that the new Deferred Compensation Agreement just by signed and delivered to the Committee at least fifteen (15) days prior to the first day of such Quarterly Period.
  
- C. **MAXIMUM DEFERRED AMOUNT:** The amount of Compensation a Participant may elect to defer during any taxable year under this Plan shall not exceed the limitations set forth in Code section 457. Generally, the annual limitation on the amount that may be deferred is the lesser of

connection with this Plan, whether upon termination of employment or otherwise, except as specifically provided under this Plan, and then the Participant's (or his or her Beneficiary's) only interest shall be the benefits payable to the Participant (or his or her Beneficiary) in accordance with this Plan.

- (1) Despite any provision of this Plan to the contrary, all Deferred Compensation Contributions under this Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property and rights shall remain (until made available to the Participant or his or her Beneficiary) the sole property of the County (without being restricted to the provision of benefits under the Plan), subject only to the claims of the County's general creditors. The existence of either this Plan or any Contract shall not be deemed to create a trust or limit the use by the County of the funds therein for its purposes.

#### **ARTICLE V – Payment of Benefits**

- A. **AMOUNT OF BENEFIT:** The benefits payable to a Participant (or his or her Beneficiary) shall be the amounts credited to the Participant's Deferred Compensation Account and payable under the Contract issued on the life of the Participant.
- B. **BENEFIT DISTRIBUTION:** All benefit distributions must be consistent with Code section 457 and any other applicable laws or regulations. A Participant or Beneficiary must execute a form approved by the Committee regarding benefit distributions and submit the form to the Committee for the commencement of benefits. Further, a Participant shall not be entitled to distribution of his or her Deferred Compensation Account before the occurrence of one of the following events:
  - (a) the Participant's Separation from Service with the County;
  - (b) the calendar year in which the Participant attains age 70½; or
  - (c) the Participant incurs an unforeseeable emergency as described in paragraph I of this Article 5 or a permissible In-Service Distribution.

Unless a Participant elects to defer the distribution of his or her benefits under paragraph K of this Article 5, payment of the Participant's benefits shall commence not later than the later of (i) 60 days after the close of the Plan Year in which the Participant attains Normal Retirement Age or (ii) 60 days after the close of the Plan Year in which the Participant separates from service with the County.

- C. **DISTRIBUTIONS UPON SEPARATION FROM SERVICE:** Upon submitting a completed and signed form required by the Committee, a Participant who separates from service with the County may begin to receive his or her benefits under this Plan, or may elect to defer the distribution of benefits, in accordance with the provisions of this Article 5.
- D. **POSTPONED RETIREMENT:** If a Participant continues employment with the County after attaining his or her Normal Retirement Age, benefits under this Plan shall be deferred until the Participant separates from service with the County.
- E. **DEFERRAL OF RETIREMENT BENEFITS:** If a Participant retires upon attaining his or her Normal Retirement Age, then at least 30 days prior to his or her Normal Retirement Date, a Participant may elect in writing to defer the commencement of benefits under this Plan, but not beyond the date the Participant would attain age 70½. Such election must state the specific date on which the payment of benefits shall commence. If no such election is made, the payment of

- (b) liquidation of the Participant's assets, to the extent such liquidation would no itself cause severe financial hardship; or
- (c) cessation of deferrals under the Plan.

An "unforeseeable emergency" is severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of a Participant. Examples of what are not considered to be unforeseeable emergencies include the need to send a Participant's child to college or the desire to purchase a home.

The decision of the Committee regarding payment of benefits under this paragraph I shall be final.

J. **IN-SERVICE DISTRIBUTION:** A Participant who is an active Employee of the County shall receive a distribution of the total amount payable to the Participant under the Plan if the following requirements are met:

- (a) the total amount payable to the Participant under this Plan does not exceed \$5,000 (or the dollar limit under Code section 411(a)(11), if greater);
- (b) the Participant has not previously received an In-Service Distribution of the total amount payable to the Participant under this Plan;
- (c) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the In-Service Distribution; and
- (d) the Participant elects to receive the distribution.

K. **ADDITIONAL DEFERRED ELECTION:** If a Participant elects to defer the commencement of distributions beyond the first permissible payout date, then the Participant may make an additional election to further defer the commencement of distributions, provided that the election is filed before distributions actually begin and the later commencement date meets the provisions of Code sections 401(a)(9) and 457(d)(2). A Participant may not make more than one such additional deferral election after the first permissible payout date. For purposes of this paragraph K, the "first permissible payout date" is the earliest distribution date on which this Plan permits the payment of a Participant's benefits to begin after his or her separation from service with the County, disregarding payments to a Participant who has an unforeseeable emergency or attains age 70½ and payments under the In-Service Distribution provisions of this Plan.

L. **OPTIONAL FORMS OF BENEFITS:** Benefits shall be paid in the form elected by the Participant (or his or her Beneficiary) prior to the date benefits are scheduled to commence. Benefits may be paid in a lump sum or any annuity allowable under the Participant's Contract, subject, however, to Code section 457 and any other applicable law or regulation governing the form or payment, that shall be mutually agreeable to the County and the Participant (or the Participant's Beneficiary). If no form of payment has been elected, benefits shall be payable as a life annuity with 120 monthly payments guaranteed.

- (1) In any event, and despite any other provision of this Plan to the contrary, (i) all distributions payable over a period of more than one year shall be made only in substantially non-increasing amounts and not less frequently than annually, (ii) all distributions must comply with the provisions of Code sections 401(a)(9) and 457, and (iii) no payment option may be



process or by mail from the County or the Committee to the Participant's last-known mailing address; and

- (c) the Participant fails to obtain an order of the court in the proceeding relieving the County and this Plan from the obligation to comply with the judgment, decree, or order.

Neither the County nor this Plan shall be obligated to incur any cost to defend against or set aside any judgment, decree, or order relating to the division, attachment, garnishment, or execution of the Participant's Deferred Compensation Account or of any distribution therefrom. Notwithstanding the foregoing, if the County, this Plan, the County's Board of Supervisors, or the Committee is joined in any such proceeding, the County and the Committee shall take such steps as shall be necessary or advisable to protect this Plan.

- P. **FEDERAL AND STATE WITHHOLDING TAXES:** All distributions are taxable as ordinary income. It shall be the responsibility of the Carrier, when making payment directly to a Participant (or his or her Beneficiary), to withhold the required federal and state income taxes, to remit them to the proper government agency on a timely basis, and to file all necessary reports as required by federal and state regulations, including, without limitation, Form W-2, with reports to the County.

#### **ARTICLE VI – Administration**

- A. **COMMITTEE:** This Plan shall be administered by a Committee made up of three or more individuals employed by the County who shall be appointed by the County's Board of Supervisors. The County's Board of Supervisors may remove any member of the Committee for any reason by giving such member at least ten (10) days' prior written notice and may also fill any vacancy created either by the removal or resignation of any Committee member. The Committee shall represent the County with respect to the administration of this Plan, provided that the County shall have final authority regarding the interpretation, amendment, or revocation of this Plan.
  - (1) The Committee shall elect a chairperson to serve until such time as the Committee shall elect a replacement. The Committee shall also appoint a recording secretary to record all activities and decisions of the Committee, who may or may not be a member of the Committee. The Committee shall meet upon the call of the Chairperson.
- B. **ACCOUNTS:** The County Auditor shall maintain a Deferred Compensation Account with respect to each Participant. Each Participant will receive a report showing the current value of his or her Deferred Compensation Account at least annually.
- C. **AMENDMENTS:** The County may amend any provision of this Plan at any time, including any remedial retroactive changes (within the specified period of time as may be determined by Internal Revenue Service regulations) to comply with the requirements of Code section 457, Iowa Code section 509A.12, or any other law or regulation applicable to this Plan or governing the County.
- D. **TERMINATION OF PLAN:** This Plan may be terminated by the County at any time. In that event, all Deferred Compensation Contributions shall cease and benefits shall be paid as provided in Article 5 hereof.

**EXHIBIT A**

**JACKSON COUNTY DEFERRED COMPENSATION PLAN  
ENROLLMENT AGREEMENT**

APPLICATION TO PARTICIPATE IN THE JACKSON COUNTY DEFERRED COMPENSATION PLAN

TO: Deferred Compensation Committee

Beginning \_\_\_\_\_, I wish to participate in the Jackson County Deferred Compensation Plan and hereby agree to defer my right to receive compensation.

Selection of Carriers:

COMPANY: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

I hereby designate the following as my Beneficiary:

	Name	Relationship
Primary:	_____	_____
	_____	_____
Contingent:	_____	_____
	_____	_____

I acknowledge receipt of a copy of the Deferred Compensation Plan and confirm that I have reviewed and understood all the terms and conditions thereof, which terms provisions and conditions are hereby incorporated into this Agreement.

Signed: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

Department/Position: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit C

**DEFERRED COMPENSATION PLAN JACKSON COUNTY, IOWA  
IRREVOCABLE ELECTION TO DEFER COMMENCEMENT  
OF RETIREMENT BENEFITS**

Participant/Beneficiary: \_\_\_\_\_

Normal Retirement Date: \_\_\_\_\_

**Article 5.E: DEFERRAL OF RETIREMENT BENEFITS:** If a Participant retires upon attaining his or her Normal Retirement Age, then at least 30 days prior to his or her Normal Retirement Date, a Participant may elect in writing to defer the commencement of benefits under this Plan, but not beyond the date the Participant would attain age 70½. Such election must state the specific date on which the payment of benefits shall commence. If no such election is made, the payment of benefits shall commence on, or as soon as is administratively practical after, the Participant's Normal Retirement Date, subject to the provisions of paragraphs L and N of this Article 5.

- (1) As described in paragraph K of this Article 5, one additional deferral may be made after the end of the initial period in which a Participant may make a deferral election. The additional deferral election permits the Participant to elect only to defer and not to accelerate the commencement of distributions under this Plan and must be made prior to the commencement of payments under the initial deferral election.

Separation from Service Date: \_\_\_\_\_

**Article 5.F: SEPARATION FROM SERVICE:** If a Participant separates from service with the County, then within 30 days following his or her Separation from Service with the County the Participant may elect writing to defer the commencement of benefits under this Plan, but not beyond the date the Participant would attain age 70½. Such election must state the specific date on which the payment of benefits shall commence. If no such election is made, the payment of benefits under the Plan shall commence on, or as soon as is administratively practical after the end of, such 30-day election period, subject to the provisions of paragraphs L and N of this Article 5.

- (1) As described in paragraph K of this Article 5, one additional deferral may be made after the end of the initial 30-day period in which a Participant may make a deferral election. The additional deferral election permits the Participant to elect only to defer and not to accelerate the commencement of distributions under this Plan and must be made prior to the commencement of payments under the initial deferral election.

**Article 5.G: DEATH BEFORE BENEFITS COMMENCE:** If the Participant dies before the payment of benefits has commenced, benefits payable under this Plan will become payable to the Participant's Beneficiary. The Beneficiary may within 30 days after the Participant's death elect in writing to defer the commencement of benefits (but not beyond the date the Participant would have attained age 70-½) and may elect any payment option available under paragraph L of this Article 5, provided, however, that (i) if the Beneficiary is the Participant's spouse, benefits must be paid over a period not exceeding the life expectancy of the Beneficiary and (ii) if the Beneficiary is not the Participant's spouse, benefits must be paid over a period not exceeding the lesser of 15 years or the life expectancy of the Beneficiary. If the Beneficiary fails to elect deferral of commencement of benefits within such 30-day period, benefits will



**Exhibit D**

**AUTHORIZATION TO RELEASE**

TO WHOM IT MAY CONCERN:

The undersigned hereby acknowledges that the annuitant has selected a settlement option in accordance with Chapter 457 of the IRS Tax Code and Jackson County's Deferred Compensation Plan. This transaction fulfills all obligations on the part of Jackson County to the annuitant and hereby releases the County from any and all liability that may have arisen, or may arise, from the terms and conditions of the Annuity Contract/Deferred Compensation Plan that previously had been entered into between the parties.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date