

**CITY CLERK
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C-4589-3
06/28/2011

**SECOND AMENDMENT
TO THE
Administrative Services Agreement
for Plan Number 108083**

This Second Amendment to the Administrative Services Agreement (“Second Amendment”) for Plan number 108083 (the “Plan”) is entered by and between City of Glendale (“Employer”) and ICMA Retirement Corporation (“ICMA-RC”), effective as of the date of execution by the Employer below (“Execution Date”).

WHEREAS, the Employer sponsors the Plan on behalf of its eligible employees and retirees; and

WHEREAS, the Employer entered the Administrative Services Agreement (“Agreement”) to engage ICMA-RC to provide administrative services and investments for the Plan under the terms specified in the Agreement; and

WHEREAS, the Agreement has been renewed and the terms and compensation provided for therein has been in effect since 2004; and

WHEREAS, the parties wish to amend the Agreement to provide for the continued elimination of the Plan Administration fee and Mutual Funds Fee under the Agreement for the Plan over the term of the Agreement contingent on the Employer’s use of EZLink for enrollment and contribution processing over the term of the Agreement and contribution funds are submitted through wire transfer or ACH; and

WHEREAS, Section 10(a) of the Agreement provides that the Agreement may be amended pursuant to a written instrument signed by the parties.

NOW, THEREFORE, the Agreement is hereby amended as follows:

FIRST

Section 9 of the Agreement, titled “Term” is amended to provide as follows:

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement (“Inception Date”). The term of this Agreement will commence on the Inception Date and extend three (3) years from that date. 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 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 Plan (or a replacement investment option for the VantageTrust PLUS Fund).

SECOND

The original Agreement along with the First Amendment to the Administrative Services Agreement is hereby amended by adding the following sections:

14. Immigration Law Compliance

- A. ICMA-RC, and on behalf any subcontractor that provides services specific to this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as, with respect to those employees providing services specific to this Agreement, compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. Employer retains the legal right to inspect the papers of ICMA-RC or subcontractor employee who performs work under this Agreement to ensure that RC or any subcontractor is compliant with the warranty under subsection (A) above.
- D. Employer may conduct random inspections, and upon request of the Employer, ICMA-RC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above; provided, however, the Employer acknowledges and agrees that ICMA-RC shall not be obligated to provide any information regarding its employees that would violate the terms of ICMA-RC's Corporate Privacy Policy or applicable federal or state laws or regulations. ICMA-RC agrees to keep papers and records available for inspection by the Employer during ICMA-RC's normal business hours and will cooperate with Employer in exercise of its statutory duties.
- E. ICMA-RC agrees to incorporate into any subcontracts for services specific to this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the Employer. ICMA-RC also agrees to require any such subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Employer.
- F. ICMA-RC's warranty and obligations under this Section 14 to the Employer are continuing throughout the term of this Agreement or until such time as the Employer determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

15. Prohibitions

ICMA-RC certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

16. Conflicts

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

In all other respects, the Agreement is hereby ratified and affirmed.

IN WITNESS WHEREOF, Employer has caused this Second Amendment to be executed by its duly authorized officer this day 20th of June, 2011.

“Employer”:

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley
Ed Beasley, City Manager

ATTEST:

Pamela Hanna
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall
Craig Tindall, City Attorney

“ICMA-RC”:

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

Angela C. Montez
Name: Angela C. Montez
Title: Assistant Secretary