

PLAN DOCUMENT



POLK COUNTY 457 EMPLOYEE CONTRIBUTION PLAN

Restated January 1, 2006

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PREAMBLE

This Plan is intended to satisfy the requirements for an “eligible deferred compensation plan” under Section 457 of the Internal Revenue Code of 1986, as amended from time to time, and all other applicable provisions of law and the regulations issued thereunder. This Plan may be referred to as “Polk County Deferred Compensation Plan”.

ARTICLE ONE - DEFINITIONS

As used in the Plan Document, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

Account means a fixed annuity contract, variable annuity contract, life insurance contract, mutual funds, variable or guarantee investments, or combination thereof provided in the Plan.

Alternate Payee means the person who is or was the spouse of the Participant or is the child of the Participant to the extent that such person is entitled to any or all of a Participant’s Account under a court order that the Committee has determined to be a Plan approved Qualified Domestic Relations Order.

Beneficiary means a person, entity or estate a Participant designates to receive benefits following the death of the Participant.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Compensation means all payments made to a Participant by the Employer as remuneration for services rendered which would be includible in income for federal tax purposes, subject to the provisions of the current Code Section 457. The Federal Insurance Contributions Act (FICA) tax is not included in Compensation.

Deferral Contribution means the amount of Compensation that a Participant agrees to contribute to the Plan. Such amounts are not subject to federal and state income tax until received as benefit payments.

Deferred Compensation Plan Committee means designated Polk County employees appointed by the Board of Supervisors, who administer the deferred compensation program for employees of Polk County (herein referred to as “Committee”).

Defined Benefit Governmental Plan means a pension plan established under Code Section 401(a) in which the retirement benefits are defined by a set formula. Polk County offers employees the Iowa Public Employees’ Retirement System (IPERS).

Direct Rollover means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee. This includes transfers of all or a portion of the Account to a Defined Benefit Governmental Plan.

Distributee means a person receiving funds, including a Participant. In addition, the Participant’s spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relation Order as defined in Code Section 414(p) are Distributees with regard to the interest of the spouse or former spouse.

Effective Date of Plan means December 1, 1972, the date the Plan became effective.

Eligibility means any Employee who is regularly scheduled for 20 or more hours of work per week

Eligible Deferred Compensation Plan means a plan that meets the requirements of Code Section 457(b).

Employee means any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For purposes of enrollment, elective officials-elect and employees of the Polk County Assessor's office and Polk County Conservation, are also considered employees.

Employer means Polk County, Iowa

Financial Hardship means a 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 (as defined in Code Section 152(a)), 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 the Participant.

Form 1099-R means the tax form used to report distributions from the Plan to the Internal Revenue Service and the State of Iowa.

Investment Option means the separate funds in which contributions to the Plan are invested in accordance with Article Four of the Plan Document.

Investment Product means the aggregate of all Investment Options offered by an Investment Provider.

Investment Provider

a) **Active** means an investment company that is able to open new Accounts.

b) **Inactive** means an investment company that cannot open new Accounts but can continue to accept Employee Deferral Contributions and provide service to existing Accounts.

Maximum Deferral Contribution Limit means the maximum amount a Participant may contribute to the Plan during a calendar year; see Article Three, Section 4, Table B.

Minimum Required Distribution Date means, according to Code Section 401(a)(9)(C), April 1 of the calendar year following the later of:

a) the calendar year in which the Employee attains age 70 ½, or

b) the calendar year in which the Employee severs employment.

Normal Retirement Age means age 65 unless the Participant declares a different Normal Retirement Age; it cannot be earlier than a year in which the Participant is eligible to receive benefits without an age reduction penalty from the Participant's Defined Benefit Governmental Plan (IPERS), or later than age 70½.

Open Enrollment means February, May, August, and November of each year.

Participant means an Employee, a former Employee, or a Beneficiary of a deceased Employee who holds assets in the Plan.

Plan means the 457 Employee Contribution Plan as authorized by Code Section 457, Iowa Code Section 509A.12, and Iowa Code Chapter 19A.

Plan Document means this instrument, including all amendments thereto.

Plan Year means the Plan's accounting year, January 1 to December 31.

Qualified Domestic Relations Order (QDRO) means a court order, judgment or decree that creates or recognizes the existence of the rights of someone other than the Participant to an interest in the Participant's Account. The Alternate Payee must be the Participant's spouse, former spouse, or child.

Regulations means the Federal Income Tax Regulations including proposed and temporary regulations, as promulgated by the Secretary of the Treasury or the Secretary's delegate, and as amended from time to time.

Severance From Employment means the Employee ceases to be employed by the Employer.

Trust means the Trust established pursuant to Iowa Code Section 19A.12C, and maintained in accordance with the terms of the Plan as amended from time to time.

Trustee means the appointed members of the Polk County Deferred Compensation Plan Committee

Trust Fund means the fund established under the Trust, and held by said Trustee in accordance with the Plan and Trust, to which deposits and contributions under the Plan and Trust will be made and out of which benefits under the Plan and Trust will be provided.

ARTICLE TWO - ELIGIBILITY

1 Conditions of Eligibility

Any Employee or Independently Contracted Person who is regularly scheduled for 20 or more hours of work per week or who has a fixed annual salary is eligible to defer Compensation under the Plan. An official-elect is also Eligible, provided Deferral Contributions meet the requirements set forth in the Plan. Final determination on Eligibility shall rest with the Committee.

2 Participation

An Eligible Employee may become a Participant by completing the appropriate Investment Provider paperwork and the appropriate Polk County paperwork. The signed Polk County paperwork needs to be returned to Polk County's Human Resources Department. The Investment Provider paperwork needs to be returned to the Investment Provider. By signing the Polk County paperwork, the Employee elects to participate in the Plan and consents to the Employer deferring the amount specified in the Polk County paperwork from the Participant's gross Compensation for each specified pay period. The amount specified shall continue until changed or suspended pursuant to Article Four of the Plan Document.

3 Termination of Participation

Participation in the Plan shall cease upon the complete distribution of all the Participant's Account balances under the Plan.

ARTICLE THREE - CONTRIBUTIONS

1 Deduction Schedule

Each Participant shall have the Deferral Contributions equally divided between the first and second paychecks of the month. Deferral Contributions will not be taken from the third paycheck of a month. Deferral Contributions may be allocated to two Investment Providers.

2 Leave of Absence

Unless the appropriate Polk County paperwork is otherwise submitted, if a Participant is absent from work by leave of absence, Deferral Contributions under the Plan shall continue to the extent that Compensation continues. Should the Participant return to work after an unpaid leave, they will need to complete the appropriate Polk County paperwork to reinstate Deferral Contributions.

3 Minimum Contribution

Notwithstanding anything in the Plan to the contrary, the minimum amount a Participant may defer under the Plan is \$25 per month.

4 Maximum Deferral Contribution Limit

Except as provided in this Article, Section 5, a Participant's Deferral Contributions for a Plan Year shall not exceed the lesser of:

- a) 100% of the Participant's Compensation for the Plan Year; or
- b) the Maximum Deferral Contribution Limit under Code Section 457(e)(15), as illustrated in Table B.

Table B:

Plan Year(s)	Maximum Deferral Contribution Limit Applicable Dollar Amount
1979 – 1997	\$ 7,500
1998 – 2000	\$ 8,000
2001	\$ 8,500
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006	\$15,000
After 2006	Indexed in \$500 increments

5 Catch-Up Provisions

The Participant has two options to defer more than the Maximum Deferral Contribution Limit. These two options cannot be used in the same Plan Year.

A) 3-Year Catch-Up Provision

Notwithstanding the limit provided in Section 4, for each of the last three Plan Years prior to the year in which a Participant attains Normal Retirement Age, a Participant's Deferral Contributions shall not exceed the lesser of:

- 1) \$15,000 for Plan Years beginning before January 1, 2002 and twice the limit under Section 4, Table B for Plan Years beginning on or after such date; or
- 2) The sum of (i) the amount determined to be a Participant's Maximum Deferral Contribution Limit plus (ii) the amount of the Deferral Contributions, which have been underutilized in all prior taxable years since the Plan has been available to the Participant.
- 3) For the purpose of Subsection 2 of this Section, a prior taxable year shall be taken into account only if it complies with Regulations Section 1.457-4(c)(3).

B) 50+ Catch-Up Provision

Participants may defer a higher amount during any Plan Year in which the Participant attains or is age 50 or older. The maximum a Participant may defer each Plan Year shall be the sum of:

- 1) the Maximum Deferral Contribution Limit in Section 4, for the current Plan Year; and
- 2) the lesser of:
 - a) Compensation available for deferral; or
 - b) the amount in Table C as shown.

Table C:

Plan Year	Additional Deferral Contribution Amount Eligible for Use with 50+ Catch-Up Provision
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006	\$5,000
Beginning January 1, 2007	\$5,000 plus cost-of-living adjustments, if any, established by the IRS under 26 USC 414

6 Direct Rollovers Into Plan

An Eligible Employee who has elected to become a Participant by making Deferral Contributions may request that amounts deferred under an Eligible Deferred Compensation Plan that satisfies the provision of Code Section 457(b) and is maintained by another employer, be transferred to the Participant's Account in the Plan. The Committee shall have sole discretion to approve a Direct Rollover and shall approve a Direct Rollover only if the Participant has a Severance from Employment with the prior employer and the prior employer's Eligible Deferred Compensation Plan permits such a transfer. The portion of any Direct Rollover that is attributable to Deferral Contributions made in a prior Plan Year shall not be considered a Deferral Contribution for purposes of applying the limits of Sections 4 and 5 for the Plan Year in which the Direct Rollover is made to the Plan. The portion, if any, of a Direct Rollover that is attributable to Deferral Contributions made in the Plan Year in which a Direct Rollover is made shall be taken into account in applying the limits of Sections 4 and 5. The Committee may require documentation to confirm that the prior employer's plan satisfies the requirements of Code Section 457(b), to confirm that the plan permits transfers, and to determine whether any portion of the Direct Rollover shall be taken into account in applying the limits of Section 4 and 5.

7 Maximum Annual Additions

Notwithstanding any other provision of the Plan, in no event shall the funds contributed under the Plan exceed the annual additions limit of Code Section 415. For purposes of the limitations on annual additions under Code Section 415, compensation shall be determined using the definition of compensation set forth in Regulation Sections 415(c)(3) and (e).

8 Required Make-Up Contributions

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

9 Federal and State Income Taxes

Deferral Contributions are exempt from federal and state income taxes until such time as the funds are paid or made available as provided in Code Section 457. Deferral Contributions are included as compensation for FICA and a Participant's Defined Benefit Governmental Plan.

ARTICLE FOUR - ACCOUNTS

1 Maintenance of Accounts

The Investment Provider shall establish and maintain a Participant Account in the name of Polk County for the exclusive benefit of the Participant. The Account of a Participant shall always be fully vested and non-forfeitable. All assets of the Plan, including all Deferral Contributions and Direct Rollovers, as well as all income attributable to such Deferral Contributions and Direct Rollovers, shall be held in a trust, custodial account, or an annuity contract in accordance with the provisions of the Plan, and shall be held (until made available to the Participant) for the exclusive benefit of the Participant. Inactive Investment Providers shall send original annuity policies, contracts or Account forms to the Committee. All such original documents shall be kept by the Committee until proceeds are disbursed under the terms of the Participant's chosen method of disbursement. Participants may review their own documentation during normal work hours at the Polk County Human Resources Department, but may not under any circumstances remove the documentation from the premises.

2 Modification To Account

Subject to all the provisions of the Plan, a Participant may use the appropriate Polk County paperwork to amend or modify the Account as follows:

- A)** Change Deferral Contribution amount (increase, decrease, suspend);
- B)** Change name or address (for terminated employees only);
- C)** Change Beneficiary designations;
- D)** Transfer to another Investment Provider within the Plan.

Name and Address Changes, Decreases to and Suspending of contributions, shall take effect as soon as administratively possible. Beneficiary changes shall take effect when the Department of Human Resources accepts the appropriate Polk County paperwork. If Beneficiary designations are held by the Investment Provider, the Participant will need to send changes directly to the Investment Provider. Transfers will be requested from the previous Investment Provider within 30 days of receipt of the paperwork.

A Participant may increase or reinstate Deferral Contributions during Open Enrollment periods only.

After termination, it is the Participant's responsibility to inform the Polk County and Investment Provider of any name, address, or Beneficiary changes.

3 Appointment and Responsibility of Investment Provider

The Polk County Deferred Compensation Committee shall appoint, after a competitive bidding process, one or more insurance companies or other financial services companies as Investment Provider(s) to invest and hold the assets of the Plan. The Investment Provider shall serve at the pleasure of the Polk County Deferred Compensation Committee and shall have certain rights, powers and duties provided to it under the Investment Provider contract. The Investment Providers shall, subject to the Committee's consent, have the power to appoint agents to act for the Investment Providers in the administration of Accounts according to the terms, conditions, and provisions of their service agreement or contract with Polk County. All Deferral Contributions under the Plan shall be paid to the Investment Providers and shall be held, invested and reinvested by the Investment Providers in accordance with the provisions of Sections 4, 5 and 6.

4 Method of Payment

Deferral Contributions shall be forwarded after each pay period to the Investment Providers by issuance of checks or electronic remittances, accompanied by a listing of the amounts to be credited to each Participant Account. Deferral Contributions will be remitted in a timely manner consistent with the requirements of the Regulations. However, no Deferral Contributions or remittances are made when a third payday occurs in a month. Investment Providers must minimize crediting errors and provide timely and accurate credit resolution.

5 Investment Options

The Trustee shall adopt various Investment Options for the investment of Deferral Contributions by the Participant and shall monitor and evaluate the appropriateness of the Investment Options. The Trustee may remove or phase out an Investment Option if the Investment Option has failed to meet the established evaluation criteria or for other good cause as determined by the Trustee. Following such adoption or removal of Investment Options by the Trustee, the Participant shall be entitled to select from among the available Investment Options for investment of Deferral Contributions. In the event that Investment Options are removed, the Trustee may require the Participant to move balances to an alternative Investment Option offered by the Plan. If the Participant fails to act in response to a written notice within 45 days, the Investment Provider shall transfer money out of the removed Investment Option to an alternative Investment Option chosen by the Trustee or Investment Provider (normally placed into a fixed guaranteed account or, if offered as an Investment Option in the Plan, a money market fund.). By exercising such right to select Investment Options or by failing to respond to a notice to transfer from a removed Investment Option where the Trustee moves the money on behalf of the Participant, the Participant agrees that none of the Plan Fiduciaries will be liable for any investment losses or lost investment opportunities that are experienced by the Participant in the alternative Investment Option they select or that is selected for them if they fail to take appropriate action with regard to a removed Investment Option or that may be implemented by the Committee in accordance with the Plan. At any time, the Committee may reexamine the performance of the terminating Investment Option to determine if continued Plan participation is justified. Active Investment Providers may add new Investment Options if those Investment Options meet the criteria set forth in the investment policy.

6 Investment of Participant's Account

A Participant's Account shall be invested in Investment Options within the Investment Product in accordance with the investment elections specified by the Participant in the manner prescribed by the Investment Provider, and approved by the Committee. A Participant may change the investment of Deferral Contributions and may reallocate amounts in the Account among the Investment Options in a manner determined by each Investment Provider and subject to such provisions as the Committee may adopt. Allocation of assets among Investment Options is solely the responsibility of each Participant. Any Deferral Contributions invested in an Investment Option that is a guaranteed investment or annuity contract shall be subject to any and all terms of such contract, including any limitations placed on the exercise of any rights otherwise granted to a Participant under any provisions of the Plan with respect to such Deferral Contributions. The fact that an Investment Option is available for investment to Participants under the Plan shall not be construed as a recommendation for investment in that Investment Option. All interest, dividends, charges for administration and premiums, and changes in value due to market fluctuation applicable to each Participant's Account, which is invested in accordance with the Participant's investment specifications, shall be credited or debited as they occur. All reports to the Participant shall be based on fair market value as of the reporting date.

ARTICLE FIVE – WITHDRAWALS PRIOR TO SEVERENCE FROM EMPLOYMENT

1 Conditions for Withdrawals

A Participant shall not be entitled to withdraw funds from the Participant's Account prior to Severance from Employment except as provided in this Article.

2 Financial Hardship

In the event a Participant experiences a Financial Hardship due to an unforeseeable emergency, the Committee, in its sole discretion, may permit the Participant to withdraw from the Participant's Account an amount that does not exceed the amount reasonably needed to meet the Financial Hardship. The amount reasonably needed to meet the Financial Hardship shall be reduced by any amounts that are reimbursable through insurance or any other means, amounts that may be obtained by the Participant's cessation of Deferral Contributions or amounts that may be obtained by the Participant's liquidation of other assets to the extent that such liquidation would not itself cause severe Financial Hardship. A Participant shall submit such evidence of the Financial Hardship as the Committee may require. For purposes of this Section, a Financial Hardship due to an unforeseeable emergency shall mean a 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 (as defined in Code Section 152(a)), 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 the Participant. Participants cannot make Deferral Contributions for six (6) months following withdrawal due to a Financial Hardship. If a request is denied, the Participant may request that the Committee reconsider the request by submitting (within 30 days) additional written evidence of qualification or reasons to support the request for Financial Hardship.

4 Plan-To-Plan Transfers

The Plan, at the Committee's discretion, may make plan-to-plan transfers of all or a portion of the Account to a Defined Benefit Governmental Plan if such transfer is for the purchase of permissive service credit (as defined in Code Section 414(n)(3)(A)) under such plan.

5 Procedures

A Participant shall apply for a withdrawal under Article Five in accordance with the procedures established by the Committee. Amounts approved to be withdrawn shall be distributed as soon as administratively possible.

6 Loans

Loans are prohibited under the Plan.

ARTICLE SIX – DISTRIBUTIONS UPON SEVERENCE FROM EMPLOYMENT

1 Commencement

In the event of a Participant's Severance from Employment, the Participant shall be entitled to receive a distribution of all Accounts under the Plan. In the event that a Participant dies before the entire balance of the Account is distributed, Section 4 of this Article shall apply. Neither the Investment Provider nor the Committee will initiate payments until at least 30 after receipt of the Special Tax Notice Regarding Plan Payments. The Participant may waive the 30 day notice period by making an affirmative election indicating whether or not the Participant wishes to make an Eligible Rollover Distribution. The Participant may elect, on forms prescribed by the Committee and Investment Provider, the time at which distributions under the Plan are to commence by designating a distribution option. However, the Participant shall begin payment no later than the Minimum Required Distribution Date provided by Code Section 401(a)(9).

2 Benefits Total

The Participant shall be entitled to receive the benefits created by participating in the Plan, in accordance with the Participant's Investment Provider's distribution options. Generally, the benefits payable to the Participant will be the equivalent of the total benefits created by the investment selection made by the Participant, taking into consideration fees and market losses and gains where applicable.

3 Late Retirement

If the Participant continues employment after attaining 70½ years of age, all benefits payable under the Plan may be deferred until the Participant severs employment or dies. If the Participant is not an active Polk County Employee, the payment of benefits must begin no later than April 1st of the calendar year following the calendar year in which the Participant attains age 70½. A Participant may receive a distribution from the Plan if age 70½ and still employed. Participants receiving distributions who wish to make Deferral Contributions must open a new Account.

4 Death

If the Participant dies prior to receiving Plan benefits, or the Participant dies while benefits are being paid under the Plan and before such benefits have been exhausted, the benefits payable under the Plan shall be paid to the designated Beneficiary in accordance with the settlement option selected by the Participant. The following information shall be provided by the Participant's Beneficiary to the Committee; participating Employee's name and social security number and a certified copy of the death certificate. Distributions must be made primarily for the benefit of the Participant. Therefore, distribution that begins prior to the death of a Participant must be in a form such that the total benefit amount will be paid over a period not to exceed the life expectancy of the Participant and a designated Beneficiary. Any amount not distributed to the Participant during the Participant's lifetime shall be distributed after the death of the Participant at least as rapidly as under the method of distribution used as of the date of the Participant's death. In addition, if the Participant dies prior to the commencement of distributions, the Participant's Account shall be distributed to the Beneficiary, commencing within one year of the Employee's death, over the life of such Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) provided however if such Beneficiary is the surviving spouse of the Participant then (i) such distributions shall, in all events, commence no later than December 31 of the calendar year in which the Participant would have attained age 70 ½ (or such other date as may be permitted under applicable Regulations), and (ii) benefits payable to such spouse shall be completed during a period not in excess of such spouse's life expectancy. An Eligible Rollover Distribution is only available if the Beneficiary is the surviving spouse or Alternate Payee of the Participant.

5 Designated Beneficiary

The Participant shall have the right to file with the Committee a written Beneficiary or change of Beneficiary form designating the person or persons who shall receive the benefits payable under the Plan in the event of the Participant's death. The Beneficiary shall have the right to apply to the Committee to amend the payment option as previously elected by the Participant. If Participant's beneficiary designation is held by the Investment Provider, the Investment Provider policies will supercede this section.

- A)** The form for this purpose shall be provided by the Committee and will have no effect until it is signed, filed with, and accepted by the Committee.
- B)** If the Participant dies without having a Beneficiary form on file or is not survived by the designated Beneficiary under the Plan, the payments shall be made to the Participant's estate. If no estate is opened, or has closed prior to receipt of final payments, the payment may be made first, to a surviving spouse, second, to a surviving child or children, third, to a surviving parent or parents. If there is no designated Beneficiary, distributions must be made within 5 years of the Participant's date of death.

- C) Participant accepts and acknowledges the burden for executing and filing with the Committee a proper Beneficiary designation form.

6 Payment and Settlement Options

Subject to the provisions of Section 1, a Participant may elect within the period and on the forms prescribed by the Committee and Investment Provider, to receive the balance of the Account in the form:

- A) of a lump sum, payable in cash;
- B) of lifetime periodic installments;
- C) of systematic withdrawal payments;
- D) made available from the Investment Provider and approved by the Deferred Compensation Plan Committee.

7 Rollover to Eligible Retirement Plan

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions apply to the terms used in this Section.

Definitions:

- A.) Eligible Rollover Distribution: means any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or any distribution that is for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9), or any funds received as a Financial Hardship as described in Article Five, Section 2, or any distribution to a non-spousal Beneficiary and the portion of any distribution that is not includable in gross income.
- B.) Eligible Retirement Plan: means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust, an annuity plan described in Code Section 403(a), an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b). If any distribution attributable to a Participant is paid to the spouse of the Participant after the Participant's death, this provision shall apply to such distribution in the same manner as if the spouse were the Participant.

8 Minimum Distribution Requirements

Any payment of benefits shall be made according to a form of distribution that begins not later than the Minimum Required Distribution Date, according to Code Section 401(a)(9). Payments shall be calculated such that:

- A) the entire Account will be distributed over the lives or over a period not extending beyond the life expectancy of the Participant and the Participant's designated Beneficiary, and
- B) the amounts payable with respect to the Participant will be paid at times which are not later than the times required by Code Section 401(a)(9)(G) [relating to incidental death benefits], and
- C) any remaining payments after the death of the Participant shall be made at least as rapidly as under the form of distribution being used as of the date of the Participant's death, and
- D) the life expectancy or joint and last survivor life expectancy shall be computed using the expected return multiples in the Internal Revenue Service Tables under Regulations 1.72-9 or
- E) under any other method as permitted by Regulations under Code Section 401(a)(9).

9 Distribution for Minor Beneficiary

In the event a distribution is to be made to a minor, the Committee may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary lives, or to the custodian for such Beneficiary under the Iowa Uniform Transfers to Minors Act or under any similar law promulgated by the state in which Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Trustee, Committee, Employer, and Plan from further liability on account thereof.

11 Distributions Under Qualified Domestic Relations Order

The Plan specifically permits distribution at any time to an Alternate Payee under a Qualified Domestic Relations Order irrespective of whether the Participant has met the Plan requirements to receive a distribution. A distribution to an Alternate Payee prior to the Participant's Severance from Employment is available only if: (a) the order specifies distribution at that time; and (b) the order specifies the form and manner in which the distribution is to occur. Nothing in this Article permits a Participant a right to receive a distribution at a time otherwise not permitted under the Plan nor does it permit the Alternate Payee to receive a form of payment not permitted under the Plan. An Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the Distributee of any distribution or payment made to the Alternate Payee, this includes any taxes or penalties.

12 Federal and State Withholding Taxes

It shall be the responsibility of the Investment Providers, when making payment directly to the Participant or the Alternate Payee, to withhold the required federal and state income taxes, to remit them to the proper government agency on a timely basis, to provide the Distributee with a Form 1099-R each year, and to file all necessary reports as required by federal and state regulations.

ARTICLE SEVEN - ADMINISTRATION

1 Powers and Duties of the Polk County Deferred Compensation Plan Committee

The primary responsibility of the Committee is to administer the Plan for the exclusive benefit of the Participant, subject to the specific terms of the Plan. The Committee shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Committee may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a non-qualified plan under the terms of Code Section 457(b), and shall comply with the terms of all Regulations issued pursuant thereto. The Committee shall have all powers necessary or appropriate to accomplish the duties under the Plan. The Participant specifically agree that the Employer, the Trustee, the Committee, or any other employee or agent of the Employer, shall not be liable for any loss sustained by the Participant for the nonperformance of duties, negligence, or any other misconduct of the above-named persons except that this paragraph shall not excuse malicious or wanton misconduct.

The Committee shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

- A) the discretion to determine all questions relating to the Eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;
- B) authorization to direct the Investment Providers with respect to all non-discretionary or otherwise directed disbursements of funds; and
- C) maintenance of all necessary records for the administration of the Plan.

2 Records and Reports

The Investment Providers shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participant and others as required by law.

ARTICLE EIGHT - AMENDMENT AND TERMINATION

1 Amendment

Polk County reserves the right at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the Plan. However, no amendment shall be made that has the effect of impairing the right of any Participant to amounts credited to the Participant's Account in the Plan, unless required to comply with federal or state law.

2 Termination

Polk County may terminate the Plan or completely discontinue Deferral Contributions under the Plan for any reason at any time. In the event of a Plan termination, the total amount in each Participant's Account shall be distributed as the Committee shall direct in accordance with the provisions of the Plan.

ARTICLE NINE - MISCELLANEOUS

1 Conditions of Employment Not Affected by Plan

Participation in the Plan by an Employee shall not be construed as a contract of employment to the Participant or an amendment to an existing employment contract of the Participant, nor shall participation in the Plan be construed as affording to the Participant any representation or guarantee regarding the Participant's continued employment.

2 Construction

The Plan shall be construed, regulated and administered in such a manner as to satisfy the requirements for eligibility under Code Section 457 and, if any provision of the Plan is subject to more than one interpretation or constructions, such ambiguity shall be resolved in the favor of that interpretation or construction which is consistent with the Plan being so eligible. The titles and headings of the Articles and Sections in the Plan Document are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control. In construction of the Plan Document, the masculine shall include the feminine or neuter and the singular shall include the plural and vice-versa in all cases where such meanings would be appropriate.

3 Non-Alienation

Except as otherwise required by law, the rights of any Participant (including any Employer compensation or benefits paid) under the Plan shall not be subject to the rights of creditors of the Participant, and shall be exempt from execution, attachment, garnishment, prior assignment, transfer by operation of law in the event of the bankruptcy or insolvency or any other judicial relief or order for creditors or other third persons. No Participant shall have any right to commute, sell, assign, encumber, hypothecate, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable and nontransferable, and any such attempted assignment or transfer shall not be recognized by the Employer. Except as required by law, the right to exercise any power of any Participant shall be personal and shall not be exercisable by any trustee in bankruptcy, court of law, or other person or entity seeking to act in the name of or by the right of the Participant except as follows: the guardian or custodian of a Participant who is incapacitated by reason of illness or age, a person so designated in a Participant's lawfully executed power of attorney where the Participant is incapacitated by reason of illness or age, or the guardian or custodian of a Beneficiary who has not reached majority. The Participant agrees that in the event of the Participant's bankruptcy or insolvency, a timely application will be made to secure exemption for all funds maintained in the Participant's Account.

4 Qualified Domestic Relations Order

Notwithstanding the provisions of Section 3, effective January 1, 2002, the Committee shall comply with the provisions of a domestic relations order, which the Committee determines to constitute a Qualified Domestic Relations Order, as defined in Code Section 414(p). The Committee shall establish procedures to determine the status of a judgment, decree or order as a Qualified Domestic Relations Order and to administer Plan

distributions in accordance with Qualified Domestic Relations Orders. The Committee will determine whether the judgment, decree, or order is valid and binding on the Plan, and whether it is issued by a court or agency with jurisdiction over the Plan. The judgment, decree, or order must specify which of the Participant's Accounts are to be paid or set aside, the valuation date of the Accounts, and to the extent possible, the exact value of the Accounts.

5 Facility of Payment

In the event the Committee determines that any Participant receiving or entitled to receive benefits under the Plan has been declared incompetent by a court of competent jurisdiction, benefit payments due under the Plan may be made to the legal guardian of the property of such incompetent person. In the event the Committee determines that any Participant has executed a binding power of attorney, or other legal document authorizing another to act as agent or attorney on behalf of such Participant, benefit payments due under the Plan may be made to the agent or attorney so designated in the power of attorney or other legal document. Benefit payments made under the Plan in accordance with determinations of the Committee shall be a complete discharge of any obligations arising under the Plan with respect to such benefit payments.

6 Elections

Any elections, notifications or designations made by a Participant pursuant to the provisions of the Plan shall be made in the time and manner determined by the Committee. The Committee reserves the right to change, from time to time, the time and manner for making notifications, elections or designations by Participants under the Plan if it determines after due deliberation that such action is justified in that it improves the administration of the Plan. In the event of a conflict between the provisions for making an election, notification or designation set forth in the Plan and such new administrative procedures, those new administrative procedures shall prevail.

7 Tax Effects

Neither the Employer, the Committee, Polk County or any agency thereof, nor any firm, person, nor corporation represent or guarantees that any particular federal, state, or local tax consequences will occur as a result of any Participant's initial or continued participation in the Plan. It is recommended that each Participant consult with an independent advisor regarding the tax consequences of participation in the Plan.

8 Supplementary Information

Any explanatory brochures, pamphlets, or notices distributed by the Plan shall be distributed for information purposes and shall not override any provision of the Plan or give any person any claim or right not provided for under the Plan. Notwithstanding the foregoing, to the extent that the terms of the Plan Document authorize the adoption of supplementary guidelines or procedures, any publication announcing such guidelines or procedures may be relied upon by the persons to whom it is distributed, unless and until modified by a subsequent publication, or revocation of the publication by the Committee. Any procedural requirement described in any such publication shall be binding, as applicable, to the same extent as if such requirement were set forth in the Plan Document. In the event any form or other document, used in administering the Plan, including but not limited to enrollment forms and marketing materials, conflicts with the terms of the Plan, the terms of the Plan shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Plan on the _____ day of _____, 2006.
