

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
TUESDAY, JULY 10, 2012 – 8:30 A.M.**

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

- 8:30 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Allen
Pledge of Allegiance – Commissioner Peterson
Roll Call – Clerk White
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (None)
New Business
 -Update on Activities – State Representative Damrow
 -Deferred Compensation Program – ERISA Disclosure (See
 Correspondence #2)
 -August 24, 2012 Health Insurance Meeting
 -Thumb Narcotics Unit Staffing
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

PETERSON

Human Development Commission

MEMS

Michigan Association of Counties – Aging Work Group

Michigan Association of Counties – Environmental

LEPC

NACo

Local Unit of Government Activity Report

Parks & Recreation

Dispatch Authority Board

County Planning Commission

ALLEN

Board of Public Works
Local Unit of Government Activity Report
Human Services Coordinating Council
Great Start Collaborative – Tuscola County
Parks & Recreation

BARDWELL

Caro DDA
Brownfield Redevelopment Authority
Economic Development Corporation
MAC Economic Development/Taxation
MAC 7TH District
Local Unit of Government Activity Report
Michigan Association of Counties – Board of Directors
NACo
MAC Judiciary & Public Safety Committee
NACo Agricultural Committee
NACo Rural Action Caucus
MAC Agriculture & Tourism

KERN

Thumb Area Consortium
Human Development Commission
Health Board
Senior Services Advisory
Local Unit of Government Activity Report
Community Corrections Advisory Board
Behavioral Health Board
DHS/Medical Care Facility Liaison
Tuscola 2020

PETZOLD

Recycling Advisory
Mid-Michigan Mosquito Control Technical Advisory Committee
Michigan Works
Multi-County Solid Waste
TRIAD
Local Unit of Government Activity Report
Road Commission
Health Board

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

- #1 June 28, 2012 Full Board Minutes
- #2 ERISA Disclosure – Deferred Compensation Plan

DRAFT
TUSCOLA COUNTY BOARD OF COMMISSIONERS

June 28, 2012 Minutes
H. H. Purdy Building

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 28th day of June, 2012 to order at 8:30 o'clock a.m. local time.

Prayer by Commissioner Kern
Pledge by Commissioner Bardwell

COMMISSIONERS PRESENT: District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

COMMISSIONERS ABSENT: District #1 Roger Allen

12-M-117

Motion by Kern seconded by Peterson to adopt the agenda as amended. Motion carried.

12-M-118

Motion by Kern seconded by Peterson to approve the minutes of the 6/12/2012 regular meeting. Motion carried.

Brief Public Comment – Medical Care Facility Director Margot Roedel appeared to update the board regarding the move to the former Davenport building. She discussed the “small household” project.

Laura Ogar, director of Environmental Affairs and Community Development, appeared to thank the board for their participation in the Saginaw Bay Coastal Initiative.

12-M-118

Motion by Kern seconded by Peterson that the resolution be adopted explaining that the Tuscola County Board of Commissioners hereby commits to participate in the volunteer collaboration of the Saginaw Bay Coastal Initiative (SBIC). The county will designate a representative(s) to provide local input on Tuscola County needs and priorities with the understanding that no membership fee or other cost is required for the county to participate. Motion carried.

12-M-119

It was moved by Kern and supported by Peterson that the following Consent Agenda Resolution be adopted with Item C removed:

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 6/14/12

Description of Matter: Move that dog license fees be increased for the 2013 season according to the following schedule:

- Fixed dog from \$10 to \$15
- Unaltered dog from \$15 to \$20
- Late dog license fee for either fixed or unaltered dog from \$40 to \$45

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 6/14/12

Description of Matter: Move to concur with Sanilac County increases in animal control contract service costs as specified in the letter sent by the Sanilac County Administrator and appropriate 2012 budget amendments be authorized:

- Mileage from \$.42 to \$.47 per mile
- Support staff from \$28.00 to \$28.50 per hour
- Shelter operational costs from \$3,400 to \$3,500 per month

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 6/14/12

Description of Matter: Move that the letter of resignation from Richard Hofmeister in the Sheriff Department be received and placed on file with said resignation to be effective June 29, 2012.

Agenda Reference: E

Entity Proposing: COMMITTEE OF THE WHOLE 6/14/12

Description of Matter: Move that the office restructuring cost reduction proposal be implemented in the controller's office and compensation changes for the chief accountant (from \$43,817 per year to \$45,570 per year) and administrative assistant (from \$31,668 to \$35,622 per year) be implemented for the new and expanded job requirements assigned with the elimination of the Fiscal/Personnel Analyst

position. These changes are effective with the June 25, 2012 pay period. Also, appropriate 2012 budget amendments be authorized.

(This proposal is comparable to other recent successfully implemented office restructuring cost reduction proposals including: the maintenance/recycling depts.; magistrate; court administrator/chief probation officer/director of probation services; referee/Friend of the Court; and drain office assessing.)

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS: all

NAYS: none

ABSTENTIONS: none

RESOLUTION ADOPTED.

12-M-120

Motion by Kern seconded by Petzold that the county hiring freeze be lifted and concur with the refilling of the Judicial Secretary/Assignment Clerk position on a temporary basis pending the new Circuit Judge election and his/her authority to fill the position with whom she/he chooses. Motion carried.

Senator Mike Green updated the board on the legislature.

Enterprise Facilitation Update

12-M-121

Motion by Bardwell seconded by Kern to conduct an independent audit of the Enterprise Facilitation fund and make a full report to the Tuscola County Board of Commissioners. Motion carried.

10:12 a.m. - Recess

10:27 a.m. – Meeting Reconvened

Health Insurance update provided by Dan Skiver and Angela Garner with Brown & Brown of Central Michigan, Inc.

12-M-122

Motion by Kern seconded by Peterson to approve Schedule A for the Michigan Operating System Agreement (which terminates August 31, 2012) as

reviewed by Brown and Brown and the county labor attorney. Also, authorize all necessary signatures. Motion carried.

12-M-123

Motion by Kern seconded by Peterson to approve the one-year service agreement between Tuscola County and Zimco, Inc. for Zimco to provide county information technology support to the Sheriff Department as outlined in the agreement for an annual amount not to exceed \$58,000. All appropriate signatures are authorized (this agreement to be effective June 28, 2012). Also, amend the 2012 road patrol and jail budgets to account for this change. Motion carried.

12-M-124

Motion by Kern seconded by Peterson that per the request of the Undersheriff, amend the 2012 Sheriff Jail budget for inmate housing from \$50,000 to \$80,000 through the use of general fund contingency (this change reduces general fund contingency from \$65,000 to approximately \$35,000). Motion carried.

12-M-125

Motion by Kern seconded by Peterson to allow the Sheriff to sell the Ithaca 20-gauge auto burglar gun with proceeds going toward purchase of department firearms. Motion carried.

12-M-126

Motion by Kern seconded by Peterson that per the recommendation of the County Planning Commission, appoint Nancy Barrios to the County Planning Commission to fill out the term of Don Richards which ends December 31, 2014. Motion carried.

12-M-127

Motion by Kern seconded by Petzold to approve the loan agreement with the DNR to enable the Michigan Thumb Wolverine to be on display at the County Courthouse from July 6, 2012 to July 25, 2012. Any and all appropriate signatures are authorized. Motion carried.

12-M-128

Motion by Kern seconded by Peterson to approve the one-year service agreement between Tuscola County and Zimco, Inc. to provide county information technology support as outlined in the agreement for an annual amount not to exceed \$121,000 and all appropriate signatures are authorized (this agreement is effective June 28, 2012). Also, the 2012 computer operations budget be amended to account for this change. Motion carried.

12-M-129

Motion by Peterson seconded by Petzold that per the request of the Adult Probation Director, the county purchasing policy be waived and authorize the purchase of a fax machine from the adult probation supply account for \$580. Motion carried.

12-M-130

Motion by Kern seconded by Peterson that the letter of resignation from Don Gaudett be received and placed on file with said resignation to be effective July 13, 2012. Also, the county hiring freeze be lifted and authorization is given to post to replace this 30-hour per week position. Motion carried.

12-M-131

Motion by Kern seconded by Petzold that per the recommendation of the County Clerk, to increase the fee for certified copies for birth, marriage and death records effective 1/1/13 from the current \$13 to \$15. Motion carried.

12-M-132

Motion by Kern seconded by Peterson that per the recommendation of the County Clerk, to establish a \$25 fee for the County Clerk to perform marriages effective July 1, 2012. Motion carried.

Meeting adjourned at 12:29 p.m.

Margie A. White
Tuscola County Clerk

June 27, 2012

Advised Assets Group, LLC
8515 E. Orchard Road, 10T2
Greenwood Village, CO 80111



Tuscola County Deferred Compensation Plan
Tuscola County
125 W. Lincoln St.
Caro, MI 48723

Plan ID: 340157-01

Re: ERISA 408(b)(2) Disclosure

Dear Plan Administrator:

As you know, Advised Assets Group, LLC ("AAG"), a wholly owned subsidiary of Great-West Life & Annuity Insurance Company and registered investment adviser, provides investment advisory services to your Plan.

On July 16, 2010, the U.S. Department of Labor (the "DOL") issued interim final regulations under ERISA 408(b)(2). These regulations generally impose fee disclosure requirements on parties that provide certain services to ERISA-governed employee benefit plans. These parties are referred to in the regulations as "covered service providers." These requirements are designed to enable the Plan fiduciary to fulfill its duty to make informed decisions about the reasonableness of fees. In light of these regulations, AAG has reviewed its client contracts and relationships, and has determined that, with respect to the services that AAG is providing to your Plan, AAG would meet the definition of a "covered service provider" under the regulations. As a covered service provider, AAG must make certain disclosures to you regarding AAG's fees and services. AAG has reviewed its communications with your Plan, and has determined that it has satisfied its disclosure obligations under the 408(b)(2) regulations. However, to insure that your documentation associated with AAG's services and fees is the most up-to-date version, AAG has included an updated services agreement in this mailing and attached to this letter. Accordingly, this correspondence is intended to serve as notification to you that AAG is a covered service provider to your Plan under the 408(b)(2) regulations, and that AAG's disclosure obligations under the 408(b)(2) regulations have been satisfied.

If you have any questions, please contact Kevin Combs at 303-737-0395.

We appreciate your business and look forward to a continued mutually beneficial relationship with you and your Plan.

Sincerely yours,

Advised Assets Group, LLC

REALITY INVESTING® ADVISORY SERVICES AGREEMENT

This Reality Investing® Advisory Services Agreement (this "Agreement") is entered into as of the ___ day of _____ 20__ by the _____ (the "Plan Sponsor") and Advised Assets Group, LLC ("AAG"), located at 8515 East Orchard Road, Greenwood Village, Colorado 80111.

RECITALS

Whereas, the Plan has established defined contribution plans under the Internal Revenue Code (the "Plan"); and

Whereas, the Plan Sponsor has selected Great-West Life & Annuity Insurance Company or First Great-West Life & Annuity Insurance Company (individually or collectively "Great-West"), to provide administrative, recordkeeping, and other services to the Plan as set forth in the service agreement between the Plan Sponsor and Great-West ("Service Agreement"); and

Whereas, AAG, a wholly owned subsidiary of Great-West, makes available investment guidance, advisory, and discretionary managed account services ("Reality Investing®") to defined contribution plan participants; and

Whereas, AAG has selected an Independent Financial Expert ("IFE") pursuant to Department of Labor Advisory Opinion 2001-09A issued on December 14, 2001 to provide such services to AAG for use under Reality Investing; and

Whereas, the IFE has developed a methodology and proprietary software and technology used to provide participant level investment advice and discretionary managed account services; including personalized Internet-based guidance, investment advisory services, and discretionary managed account services with respect to investment choices held within defined contribution plans; and

Whereas, the Plan Sponsor desires to make Reality Investing available to participants ("Participants") in the Plan pursuant to the terms outlined in Appendix A, attached hereto and incorporated herein; and

Now therefore, the parties hereto, in consideration of the mutual covenants and representations herein contained, do hereby agree as follows:

TERMS

Article 1 Selection

Plan Sponsor hereby agrees to retain AAG as investment adviser to the Plan to provide the services selected on Appendix A, as described in Article 2. By utilizing the Reality Investing services described herein, the Plan Sponsor agrees to be bound by the terms and conditions of this Agreement.

Plan Sponsor Initials: _____

Article 2 Services

2.1 AAG will make available Reality Investing to Participants in accordance with Appendix A. Reality Investing includes Online Investment Guidance, Online Investment Advice, and Managed Account Service as described in Appendix A

Under Reality Investing, AAG does not provide advice for, recommend allocations of, or provide management services for individual stocks, self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies. A Participant's balance in employer-directed monies or transfer-restricted funds may be liquidated or transferred. AAG may not recognize certain types of transfer restrictions as applicable to adviser-initiated transfers. Participants may be required to liquidate the above-referenced funds prior to or as a condition of enrolling in Managed Accounts, subject to Plan and/or investment provider restrictions.

The Plan must select and at all times maintain Core Investment Options that cover the following broad asset categories in order to utilize the Online Investment Advice and the Managed Account Service under Reality Investing: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. The asset classes and Core Investment Options must meet the requirements of the IFE which may be amended from time to time. Should the requirements of the IFE not be met, AAG and the IFE have the right to suspend Reality Investing until the requirements of the IFE are satisfied. The IFE is solely responsible for determining the adequacy of exposure to the aforementioned asset classes and for determining the core asset class exposures needed for the provision of Online Investment Advice and the Managed Accounts Service.

AAG will on an ongoing basis review the methodology and services of the IFE and integrate the Plan's Core Investment Options into Reality Investing. AAG may make available to the Plan Sponsor certain periodic written reports related to Reality Investing.

Plan Sponsor agrees to provide or to assist AAG in obtaining all participant data that is necessary to perform its duties under this Agreement, including but not limited to: date of birth, income, gender, and state of residence.

2.2 Plan Sponsor hereby authorizes AAG to make Reality Investing available to Participants in accordance with Appendix A, using Participant information provided to AAG by Participants, the Plan Sponsor or its agents, and/or AAG's affiliates. Plan Sponsor acknowledges and agrees that Reality Investing will be provided by AAG based on the methodology and proprietary software provided by the IFE.

2.3 If the Plan Sponsor has multiple plans with identical investment options, the Plan Sponsor understands, acknowledges and agrees that, unless otherwise specified, the Plan Sponsor's election under this agreement to offer the Reality Investing services on one Plan will be considered by AAG to apply to all Plans with identical investment option lineups, such that the Reality Investing services will be offered across all of those plans. Additionally, participant-level enrollment elections into the Managed Account services for one plan will apply across all plans and may supersede past or future participant investment elections on other plans sponsored by Plan Sponsor.

2.4 Plan Participants shall pay all AAG fees, in accordance with the terms outlined in Appendix A, for the respective services utilized. Plan Sponsor authorizes Great-West to collect

Plan Sponsor Initials: _____

these fees on behalf of AAG and to deduct fees from Plan Participant accounts that enroll in Reality Investing and become actual users, in accordance with Appendix A.

2.5 AAG has authorized GWFS Equities, Inc. ("GWFS") and its licensed agents and registered representatives who are Great-West employees (collectively referred to as "Solicitors") to solicit, refer and market AAG's Reality Investing advisory services to potential and current investment advisory clients. GWFS is a Broker/Dealer, registered with the SEC and is an affiliate of AAG. The registered representatives of GWFS are employees of Great-West. AAG and GWFS, are wholly-owned subsidiaries of Great-West. In addition to their salary, Solicitors registered with GWFS and employed by Great-West, may earn additional bonus compensation for soliciting, referring and marketing AAG's advisory services.

2.6 AAG may provide additional services pursuant to instruction or direction from the Plan Sponsor. Any fees for such additional services will be agreed upon by AAG and the Plan Sponsor prior to the provision of additional services.

Article 3 Representations and Warranties

3.1 Both Parties. Each party hereto represents, warrants and consents that (a) it is authorized to enter into and perform its obligations under this Agreement; (b) any actions by, or filings with, any governmental body required for the party to enter into and perform its obligations under this Agreement have been taken or made or will be taken or made when required; (c) entering into and performing its obligations under this Agreement does not violate any applicable law, rule or regulation or its organizational documents or any other binding instrument; (d) this Agreement has been duly executed and delivered; and (e) it will perform its obligations in compliance with all applicable laws, rules and regulations.

3.2. AAG

(a) AAG represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 ("Advisers Act"). AAG acknowledges and agrees that it acts as a fiduciary of the Plan(s) under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable, to the extent it provides fee-based investment advice or management to Participants under Reality Investing.

(b) AAG represents that the IFE is not affiliated with AAG or Great-West and that AAG has entered into an agreement with the IFE. AAG's agreement with the IFE includes representations that the IFE: (a) is registered as an investment adviser under the Advisers Act, and (b) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with AAG, and (c) will act, at all times in providing the methodology and software for AAG's suite of advisory services (the "Program") in conformity with the requirements imposed upon an IFE as described in the Advisory Opinion 2001-09A issued on December 14, 2001 by the U.S. Department of Labor (the "DOL") and any modifications or amendments thereto, to the extent that the Advisory Opinion is applicable to the operation of the Program.

3.3 Plan Sponsor. Plan Sponsor represents that it is the Plan fiduciary with the authority to execute this Agreement on behalf of the Plan and its Participants and commit to the terms of this Agreement. Plan Sponsor, by itself and on behalf of the Plan, represents and

Plan Sponsor Initials: _____

acknowledges that it has received and read AAG's Form ADV Part II (or equivalent), consistent with Rule 204-3 of the Advisers Act. Plan Sponsor acknowledges that the Core Investment Options offered through the Plan(s) were chosen by the Plan Sponsor and not by AAG, Great-West, or the IFE.

Article 4 Term, Termination & Substitution of IFE

4.1 Term and Termination of this Agreement. This Agreement shall be effective as of the date stated above (the "Effective Date") and continue in force for three years from the Effective Date ("Initial Term"). This Agreement shall renew automatically for successive one (1) year terms ("Renewal Term(s)") unless one party provides the other party with written notice of its intent not to renew the Agreement no less than ninety (90) days prior to the end of the Initial Term or any subsequent Renewal Term. This Agreement may be terminated prior to the end of the Initial Term or any Renewal Term in the following circumstances:

(a) Plan Sponsor may terminate this Agreement upon written notice to AAG if Plan Sponsor determines in good faith that the Agreement is not consistent with its fiduciary duties under ERISA, if applicable, or applicable state law;

(b) In the event that Plan Sponsor terminates its Service Agreement with Great-West, or the Service Agreement expires pursuant to its own terms, this Agreement shall automatically terminate, effective on the same date the Service Agreement between Plan Sponsor and Great-West terminates or expires; or

(c) AAG may terminate this Agreement under the conditions set forth in Section 4.2;

(d) Either may terminate this Agreement without cause upon sixty (60) days written notice to other party; or

Upon termination of this Agreement for any reason, all Actual Users, as defined in Appendix A, will be immediately restricted from using Reality Investing.

4.2 Substitution of the IFE. During the term of this Agreement, AAG reserves the right to replace the IFE in its sole discretion. AAG will promptly notify the Plan Sponsor of any such change. In such event, a replacement Appendix A will be provided to Plan Sponsor, if, in AAG's sole discretion, a replacement Appendix A is deemed necessary. In the event AAG is unable to contract with a suitable replacement IFE, this Agreement shall automatically terminate upon written notice to the Plan Sponsor.

Article 5 Confidentiality

5.1 AAG and the IFE's Confidential Information. Plan Sponsor acknowledges that information regarding AAG, the IFE, and Reality Investing including, without limitation, the databases, hardware, software, programs, engine, protocols, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof are intellectual property and trade secrets, proprietary to AAG and/or the IFE, as applicable, and constitute "Confidential Information." Plan Sponsor acknowledges that all nonpublic information regarding the business and affairs of AAG and the IFE including, but not limited to, business plans, agreements with third parties, fees, services, customers, and finances, constitute Confidential Information.

Plan Sponsor Initials: _____

5.2 Plan Sponsor's Confidential Information. All nonpublic information regarding the Plan, the business and affairs of the Plan Sponsor, all Plan Sponsor intellectual property and all personal information of Participants including, but not limited to, the names, addresses, social security numbers, financial information and compensation data of the Participants, learned by AAG or the IFE in the performance of this Agreement constitutes Confidential Information of the Plan Sponsor. Notwithstanding the foregoing, AAG may provide nonpublic information it learns about Participants to the Plan Sponsor and the plan provider for reporting purposes.

5.3 Non-Confidential Information. Anything in this Agreement to the contrary notwithstanding, except with regard to personal information of Participants, the term "Confidential Information" does not include information regarding a party which (i) was, is or becomes generally available to the public other than as a result of a disclosure by the receiving party or any of its affiliates, agents or advisors, (ii) was or becomes available to a party or its affiliates from a source other than the disclosing party or its affiliates or advisors, provided that such source is not bound by a confidentiality agreement for the benefit of the disclosing party, (iii) was within a party's possession prior to being furnished by or on behalf of the other party provided that the sources of such information were not covered by a confidentiality agreement in favor of the party owning the confidential information, provided such confidentiality agreement was known to the receiving party at the time the information is obtained.

5.4 Treatment of Confidential Information. Confidential Information will be used by a party in connection with the performance of its obligations under this Agreement. Each party will receive the Confidential Information in confidence and not disclose it to any third party except as may be necessary to perform its obligations under this Agreement, to review or evaluate the services provided or as required by law or as agreed to in writing by the other party. Each party further agrees to take or cause to be taken all reasonable precautions to maintain the secrecy and confidentiality of the Confidential Information. Neither party may disclose, and shall make reasonable efforts to prevent the disclosure of, any part of the Confidential Information to another person except as permitted by this Article 5. Confidential Information may be disclosed to a party's directors, officers, employees, consultants, representatives, and the Plan's recordkeeper (each a "Representative") who need to know in order to further the purposes and intent of this Agreement. Disclosure of Confidential Information may be made to such Representative only after the Representative has been informed of the confidential nature of such information and has agreed to be bound by the terms of this Agreement's confidentiality provisions.

Article 6 Miscellaneous

6.1 Notwithstanding anything else contained herein, this Agreement may be amended, supplemented or restated only with the written consent of both parties. The parties agree that they will amend, supplement or restate this Agreement as necessary to comply with changes to applicable law, as amended from time to time. For the purposes of this Section 6.1, "written consent of both parties" shall be deemed to include electronic mail transmissions only if such transmissions include PDF or other facsimile transmissions clearly reproducing the manual signature of an officer of each party who is authorized to execute an amendment of this Agreement and specifically referencing this Section of this Agreement.

6.2 This Agreement and its Appendices constitute the entire agreement between the parties relating to the subject matter hereof.

Plan Sponsor Initials: _____

6.3 This Agreement will be governed by, and interpreted according to, Colorado law without regard to its conflict of law principles, except to the extent it may be preempted by federal law.

6.4 Plan Sponsor acknowledges that neither AAG nor Great-West makes any representation concerning the tax treatment regarding an election by a Plan Sponsor to pay (or have the Plan or Participant pay) for Reality Investing.

6.5 AAG is not liable for any losses a Participant may incur if the value of his or her account should decrease related to the Participant's use of any component of Reality Investing and/or the Participant's investment decisions in following, or not following, any investment advice produced through Reality Investing except as provided in Section 6.7.

6.6 Plan Sponsor or its designee, including any third parties retained by Plan Sponsor, shall provide all data and information necessary for AAG's performance of the Reality Investing services in a manner and format acceptable to AAG. Plan Sponsor agrees that AAG shall be entitled to fully rely upon the accuracy and completeness of data and information submitted by the Plan Sponsor to AAG, and that AAG will have no duty or responsibility to verify such data or information. AAG is not liable for any losses or claims to a Participant's account that are a result of inaccurate data provided from the Plan Sponsor to AAG.

6.7 Neither party shall be liable for any delay or failure to perform its obligations (other than a failure to comply with payment obligations) hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure, e.g., rolling blackouts, electrical surges or current fluctuations; lightning; supplier's failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or act of terrorism.

6.8 Indemnity and Limitation of Liability.

(a) AAG agrees to indemnify the Plan Sponsor and the Plan, hold each of them harmless and defend each of them from any Liability (as defined below) directly resulting from either the following: (i) any breach of fiduciary duty by AAG; (ii) AAG's material nonperformance of its obligations under this Agreement or (iii) negligence or willful misconduct by AAG or the IFE, to the extent that such Liability is not caused by the Plan Sponsor's breach of this Agreement, or caused by or attributable to an act or omission, negligence or willful misconduct of the Plan Sponsor or a Participant user.

(b) The Plan Sponsor agrees to indemnify AAG and its Representatives, hold them harmless and defend them from any Liability directly resulting from either or both of the following: (i) any breach of fiduciary duty by the Plan Sponsor; or (ii) the Plan Sponsor's material performance or nonperformance of its obligations under this Agreement.

For purposes of this Section 6.8, "Liability" means liability, damages, losses, and expenses, including reasonable attorneys' fees.

Plan Sponsor Initials: _____

Neither party will be responsible to the other party for any Liability attributable to an act or omission of a Participant user, the other party, or a third party. NO PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IN THE EVENT OF A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party's indemnity extends to the other party's fiduciaries, agents, directors, officers, trustees, custodians and employees. Either party's indemnity obligations will be reduced to the extent that its ability to manage the claim is materially harmed by any failure of the other to give prompt notice of the claim, complete information and reasonable assistance to defend or settle the claim. The indemnity does not cover any Liability for which the indemnified party actually receives reimbursement or indemnification from another person, including under a liability insurance policy. Any finding that any aspect of this indemnification provision is unenforceable by operation of law will not affect any other portion of this provision.

6.9 If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement will remain in effect.

6.10 Except as specifically provided herein, neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, which will not be unreasonably withheld or delayed. This Agreement will bind and inure to the benefit of the parties as well as their permitted successors and assigns.

6.11 The failure of a party to enforce any provision or obligation of this Agreement will not constitute a waiver of the provision or obligation or of any future obligation. A party's delay or failure in performance resulting from causes or conditions beyond its reasonable control will not constitute a breach or default.

6.12 Notices will be in writing and sent to the address specified in this Agreement or to any new address the party has supplied.

6.13 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

6.14 AAG currently maintains an Errors and Omission Liability Insurance policy in the amount of \$5,000,000 in the aggregate.

Plan Sponsor Initials: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date stated above.

By: _____

Print Name: _____

Title: _____

Address: _____

Advised Assets Group, LLC

By: _____

Print Name: David McLeod

Title: Managing Director

Address: 8515 East Orchard Road, 10T2
Greenwood Village, CO 80111
(Fax) 303-737-6544

Plan Sponsor Initials: _____

APPENDIX A – REALITY INVESTING TERM SHEET

Plan Sponsor: _____

Plan(s): _____

Target Rollout Date: _____

Initial Term: **Three years from the Effective Date.**

A. Participant Fees.

Participant means an employee who is enrolled in and has established an account in the Plan. Participants that enroll in any of the below services become actual users (“Actual Users”).

Online Investment Guidance – AAG’s online investment guidance tool (the “Guidance Service”) is geared toward Participants who wish to manage their own retirement accounts. It is an online tool that provides personalized asset allocation assistance without recommending any one specific fund. There is no fee for using Online Investment Guidance.

Online Investment Advice – AAG’s online investment advice service (the “Advice Service”) is geared toward Participants who wish to manage their own retirement accounts while taking advantage of on-line guidance and investment advice. Participants are provided on-line guidance and investment advice for a personalized recommended investment portfolio. This is an online tool that provides personalized investment option specific recommendations based upon a participant’s financial situation. Each enrolled Participant receives a personalized investment portfolio that reflects the Plan Core Investment Options and the Participant’s retirement timeframe, life stages, risk tolerance, and overall financial picture, including assets held outside the Plan (if the Participant elects to provide this information), which may be taken into consideration when determining the allocation of assets in the Participant’s Plan account (AAG does not provide advice for, recommend allocations of, or manage a Participant’s outside or non-Core Investment Option assets; Core Investment Options are those investment options selected for use in the Plan by Plan Sponsor that provide investment choice under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. The Participant then implements the recommended investment portfolio and manages his or her retirement account on-line. The Advice service is a one time event and the participant will monitor his own account.

The fee for Online Investment Advice is \$25.00 per year, or \$6.25 per quarter. This fee can be paid for by the Plan Sponsor or the Plan Participant. If it is paid for by the Participant, the fee will be debited from the accounts of those Actual User accounts within the last five (5) to seven (7) business days of each quarter; however, if the Actual User cancels his or her enrollment in Online Investment Advice, the fee will still be debited from the Actual User’s account within the last five (5) to seven (7) days prior to the end of the quarter that the cancellation was processed. As well, if the Plan terminates its Service Agreement with Great-West, the fee will be debited upon such

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termination. Enrollment in the Online Investment Advice at any time during a quarter will result in the Actual User account being debited, or the Plan Sponsor incurring the charge for the quarterly fee.

Plan Sponsor agrees the Online Investment Advice fee will be paid for by a Plan Participant, as described above, unless the following box is checked.

Plan Sponsor Pay

Managed Account Service – AAG's discretionary managed accounts (Managed Account") is geared toward Participants who wish to have a qualified financial expert select among the Plan's available Core Investment Options and manage their retirement accounts for them. The Participant receives a personalized investment portfolio that reflects the Plan Core Investment Options and the Participant's retirement timeframe, life stages, risk tolerance and overall financial picture, including assets held outside the Plan (if the Participant elects to provide this information), which may be taken into consideration when determining the allocation of assets in the Participant's Plan account (AAG does not provide advice for, recommend allocations of, or manage a Participant's outside or non-Plan assets). Under Managed Account, AAG has discretionary authority over allocating among the available Core Investment Options, without prior Participant approval of each transaction.

Managed Account assets in the Plan's Core Investment Options will be automatically monitored, rebalanced, and reallocated every quarter by AAG based on data resulting from the methodologies and software employed by the IFE to respond to market performance and to ensure optimal account performance over time. Participants will receive an account update and forecast statement annually and can update personal information at any time by calling AAG at the Plan's toll-free customer service number, or visiting the Plan's web site.

The tiered pricing described in the table below applies to Managed Account Service. Actual Users will be charged a quarterly fee based on their account balance that AAG manages on the day the fee is debited. The fee will generally be debited from the Actual User's account within the last five (5) to seven (7) business days of each quarter. If the Actual User cancels participation in the Managed Account Service, the fee will be based on the Actual User's account balance on the date of cancellation and will be debited from the Actual User's account within five (5) to seven (7) business days prior to the end of that quarter. As well, if the Plan terminates its Service Agreement with Great-West, the fee will be debited upon such termination. The fee for an Actual User is depicted below.

Managed Accounts Participant Annual Fee

Participant Account Balance	Managed Account Annual Fee
First \$100,000 of account balance	0.65 %
Next \$150,000, up to \$250,000 account balance	0.55 %
Next \$150,000, up to \$400,000 account balance	0.45 %
Amounts greater than \$400,000	0.35 %

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For example, if an Actual User's account balance subject to Managed Account Service is \$50,000, the fee is 0.65% of the account balance. If the account balance subject to Managed Account Service is \$500,000, the first \$100,000 will be subject to a fee of 0.65%, the next \$150,000 will be subject to a fee of 0.55%, the next \$150,000 will be subject to a fee of 0.45%, and amounts over \$400,000 will be subject to a fee of 0.35%.

Plan Sponsor agrees the Managed Account Service fee will be paid for by a Plan Participant, as described above, unless the following box is checked.

Plan Sponsor Pay

AAG reserves the right to offer certain plan discounted fees or other promotional pricing.

Actual Users must allocate all of their account balance to the Managed Account Service. Partial management of the account whereby Actual Users can invest in other Core Investment Options while also participating in the Managed Account Service is not an option. Once enrolled in the Managed Account Service, Actual Users will no longer be able to make allocation changes to their accounts online, via paper, or through the Plan's existing toll-free customer service number. In addition, Actual Users will not be able to make fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Actual Users may still request and be approved for loans, take a distribution, and retain full inquiry access to their account. All of the aforementioned functionality will be restored to the Actual User's account no later than the next business day markets are open after they cancel their participation in the Managed Account Service.

Actual Users may cancel their participation in Managed Account Service at any time by completing the cancellation form available online through the Plan web site or by calling AAG at the Plan's existing toll-free customer service number.

B. Communication and Ongoing Maintenance Fee: Included. The communication and ongoing maintenance fee includes monitoring the use of Reality Investing, and integrating Reality Investing communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.

As part of a participant's enrollment in the Managed Account service, the participant will receive the Managed Account Welcome Kit shortly after enrollment. The participant will receive an Annual Kit shortly after their birthday. Each kit provides the participant an update on their account and reaching their retirement goals. Standard materials may include a discussion of Reality Investing in enrollment/education materials, on the web site, and/or in personalized Participant materials. Additional or custom Participant communications materials may be used by AAG and may be paid for by AAG, Great-West or the Plan Sponsor. Such additional or custom communications may include targeted marketing techniques based upon participant demographical and/or account data (including but not limited to age, income, deferral rates, current investment elections) to identify participants who may benefit from participation in the Managed Account Service.

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C. Addition of New Plans: Tax-deferred plans not listed at the top of this Appendix A that are added to Plan Sponsor's program after the Effective Date will not be included in this Agreement, and will be subject to additional fees.

D. Reality Investing will have limited capabilities for purposes of enrollment, rebalancing or reforecasting for approximately up to ten (10) business days following changes to the investment option lineup. Other functionality will be available during this time. AAG and the IFE need to conduct a new analysis of the available investment option array to accommodate these changes. This analysis will take approximately 10 business days, during which time, the Online Investment Guidance, Online Investment Advice, and Managed Account services will not be available for participant use. Once the analysis is complete, the Online Investment Guidance, Online Investment Advice, and Managed Account services will once again be available.

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