



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 between Clackamas County and Clackamas County Housing Authority
and Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC

Purpose/Outcomes	Approval of Amendment #1 to renew for two additional years.
Dollar Amount and Fiscal Impact	Estimated FY 19-20 & 20-21 impact: \$253,750 & \$282,750 respectively.
Funding Source	Deferred Compensation Plan participant fees
Duration	Retroactive renewal from April 1, 2019 through April 30, 2021
Previous Board Action	No previous action
Strategic Plan Alignment	Benefits and Wellness Strategic Plan: Provide cost-effective, responsive and comprehensive benefit services to County departments, current and retired employees and their family members so they can better serve the residents of Clackamas County. County Strategic Plan Area of Focus: Build public trust through good government.
Counsel Review	July 29, 2019
Contact Person	Kristi Durham, 503-742-5470

BACKGROUND:

VOYA Retirement Insurance Annuity Company and VOYA Financial Partners LLC provides Clackamas County and Clackamas County Housing Authority with Recordkeeping Services for the Deferred Compensation 457(b) Retirement Plan. Services include participant enrollment, account management and retirement education. This is a Contract extension to provide these critical services while a longer-term Contract is being procured through the competitive process.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the Contract Amendment with Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC to provide Retirement Plan Recordkeeping Services.

Respectfully submitted,

Evelyn Minor-Lawrence, Director

Placed on the Agenda of _____ by the Procurement Division

**FIRST AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT
PLAN #666890 and PLAN #666891**

This First Amendment (the "Amendment") to the Administrative Services Agreement, dated May 1st, 2016 (the "Agreement") is entered into as of this **1st day of April, 2019** ("Effective Date") by and among Voya Retirement Insurance and Annuity Company ("VRIAC"), a corporation organized and existing under the laws of the State of Connecticut and Voya Financial Partners, LLC a limited liability company organized and existing under the laws of the State of Delaware (collectively, the "Company") and Clackamas County (the "Plan Sponsor") on behalf of the Clackamas County Deferred Compensation Plan and the Clackamas County Housing Authority Deferred Compensation Plan. The Company and Plan Sponsor are collectively referred to herein as the "Parties."

WHEREAS, the Company provides certain administrative services to the Plan under the Agreement; and

WHEREAS, the parties to the Agreement desire to extend the Agreement for an additional period effective April 1, 2019 through **April 30, 2021**; and

WHEREAS, the Parties wish to modify the Agreement to revise the administrative services fee agreed to by the Parties; and

WHEREAS, the Parties entered into a Recordkeeping Expense Account dated October 26, 2017 (the "REA Agreement") that governs the terms of the a Recordkeeping Expense Account (the "REA Account");

WHEREAS, the Plan Sponsor wishes to discontinue the use of the REA Account and terminate the REA Agreement effective April 1, 2019; and

WHEREAS, the Parties have entered into a certain Expense Account for Service Expenditures Agreement dated as of April 1, 2019 with respect to the establishment of an expense account (the "Ease Account") to be used to defray the reasonable expense of administering this Plan, and the parties desire to amend the Agreement to reflect the establishment of, and certain items related to, the EASE Account, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. The subsection entitled "Section 3.01 Contractors Compensation" under the Compensation section of the Agreement is hereby deleted in its entirety and replaced with the following:

Administrative Fees. Annual administrative fees shall apply and be borne by Plan Participants in accordance with the schedule below:

The Company will charge the Plan Sponsor an administrative fee of 0.145% annually.

In addition, the Company will charge a fee of 0.06% annually on behalf of the Plan Sponsor. Amounts collected will be deposited to the Plan's EASE account. The Plan Sponsor fee amount is subject to change at the Plan Sponsor's discretion.

The above fees will assessed as a single fee (0.205%), pro-rated and deducted from participant accounts monthly based on total account balance excluding Self-Directed Brokerage assets and loans.

Mutual fund revenue sharing paid to the Company from investment products, if any, shall not be a source of compensation for the Company. It will instead be returned to plan participants as outlined in the corresponding Fee Levelization Service Requests.

2. The “Plan Expense Reimbursement Account (“REA Account”)” is hereby deleted in its entirety and replaced with the following:

Expense Account for Service Expenditures (“EASE Account”)

Administrative fee amounts collected for Plan Sponsor as described above shall be deposited to an EASE Account. The EASE Account is a funding source that can be directed towards the payment of allowable plan administrative expenses and/or allocated to participant accounts. Details regarding the administration of the EASE Account can be found in the Expense Account for Service Expenditures Agreement.

Changes to the amount allocated to the EASE Account may be made by the Plan Sponsor by (i) submission of such change to the Company on such form as the Company may prescribe or (ii) written notice to the Company by written notice.

3. Except as expressly provided for in this Amendment, the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all the Parties but together shall constitute but one instrument.

Except as expressly provided for in this Amendment, the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year above written.

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

Signature

Printed Name / Title

Date

VOYA FINANCIAL PARTNERS, LLC

Signature

Printed Name / Title

Date

CLACKAMAS COUNTY

Chair

Recording Secretary

Date

Approved as to form

County Counsel

Date