

THE MUNICIPAL EMPLOYEES' BENEFIT TRUST (The MEBT)

REQUEST FOR PROPOSAL RFP Legal Advisor For The MEBT Trust

Issue Date: [April 10, 2019](#)

Due Date and Time: [May 3, 2019 @ 4:00 pm Pacific Daylight Time](#)

REQUEST FOR PROPOSAL

:
The MEBT is soliciting requests for proposal for the purpose of contracting for Legal Advisor Services.

Legal Advisor

By filing with the MEBT, City of Bellevue - Service First Desk, 450 110th Ave. NE, First Floor, Bellevue, Washington, 98004 until:

Date: **May 3, 2019**

Time: **4:00 pm Pacific Daylight Time**

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available on the MEBT's website at www.mebt.org.

The MEBT reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the MEBT to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the MEBT to accept or contract for any expressed or implied services.

Dated this 10th day of April, 2019

Paula Dillon
Senior retirement Analyst

Published: The Seattle Times
Daily Journal of Commerce

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Section 1. General Information

1.01 Introduction

The Municipal Employees' Benefit Trust (the MEBT) officially began in the City of Bellevue, WA, on October 1, 1972. The Trust was created to manage the assets of the employee retirement benefit Plans (the Plans) of certain cities in the State of Washington. Each of the cities withdrew from or elected not to participate in coverage under the Social Security Administration. The MEBT is governed by a five-member leadership body appointed by the Bellevue City Manager. The MEBT investments total approximately \$756 million (as of 12/31/2018) for close to 5,800 members in the entities of Bellevue, Edmonds, Federal Way, Kirkland, Mill Creek, Redmond, and Woodinville, and NORCOM. Although the investments are jointly managed by the MEBT Trust Committee, each entity has its own individually designed Plan document, which governs its participation, contributions and disbursements.

1.02 Purpose of RFP

The MEBT is soliciting requests for proposals for the purpose of contracting for Legal Advisor Services for the Trust. A listing of requested services can be found in Section 4 of this RFP.

1.03 Background

The Municipal Employees' Benefit Trust (MEBT or Trust) Trust Committee is requesting proposals for a legal advisor as part of its fiduciary responsibility to assure MEBT is receiving the optimal level of service at the best price. The MEBT Trust Committee routinely tests the market for all consultants and advisor services (audit, recordkeeping, etc.) as a part of its fiduciary responsibilities to assure that the Trust is being best served.

After the proposals have been reviewed, finalists will be selected for interviews with the Legal Advisor Selection Subcommittee of the MEBT Trust Committee.

The MEBT Trust Committee, is a five-member leadership body charged with the general governing of a \$756 million, 5,800 member retirement trust fund. The Trust was created to manage the assets of the employee retirement benefit Plans for eight (8) entities: Bellevue, Edmonds, Federal Way, Kirkland, Mill Creek, Redmond, Woodinville and NORCOM (See Appendix C - MEBT Plan Matrix - specifics on each member entity's Plan Document). Each entity has an individual Plan document which governs its participation, contributions, and disbursements. Each of the entities withdrew from, or elected not to participate in, coverage under the Federal Old Age, Survivors, Disability and Health Insurance Act (Social Security). In lieu of such coverage, the entities created the Plans, whereby both the employee and employer make contributions to the Plans to provide retirement, survivor, and disability benefits otherwise provided by Social Security. Some entities offer different Plans/programs depending on the status of the employee. The retirement benefits are codified by each entity's respective Employees' Retirement Benefit Plan (Plan(s)). All eight (8) Plans are defined contribution savings programs. These Plans stipulate either voluntary or mandatory employee contributions, as well as mandatory employer contributions. The Trust and Plans are not subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), however MEBT looks to ERISA as a guide. The MEBT benefits are in addition to the benefits provided by coverage in the State of Washington's Department of Retirement Systems' programs (LEOFF, PERS and PSERS).

The MEBT Trust Committee is comprised of five (5) City of Bellevue employees appointed by Bellevue's City Manager to five-year terms. The MEBT Trust Committee has primary responsibility for Trust-wide activities. Each of the member entities has a Plan Committee of its own. Each Plan Committee is generally responsible for overseeing their Plan's operations and formulating benefits policy, such as changes in their Plan's benefits. These Plan Committees are also responsible for ensuring that their Plans are appropriately administered.

The retirement benefits of each Plan are funded through the Trust. Although the assets of the eight (8) entities are invested jointly, the assets of each participating employer are accounted for separately. The Trust Agreement has established an Investment Advisory Committee (IAC) comprised of a representative

from each of the member entities. The IAC provides investment policy recommendations to the Trust Committee, which then has final discretion as to official Trust policy.

1.04 Definitions

Contract	The agreement to be entered into for services between the MEBT and the successful party who submits the proposal accepted by the MEBT.
MEBT	Municipal Employees' Benefit Trust
MEBT's Website	www.mebt.org
Proposing Party	The firm or individual submitting the proposal.
RFP	This Request for Proposal, including any amendments or other addenda hereto.
Selection Committee	The RFP Selection Committee is comprised of the RFP Coordinator (defined in Section 1.05) and others associated with the MEBT.
Successful Party	The firm(s) or individual(s) awarded the contract.

1.05 RFP Coordinator/Communications

Upon release of this RFP, all communications should be directed in writing to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with anyone other than the RFP Coordinator may result in disqualification. Interested firms (the term "firm" as used throughout this RFP includes sole practitioners) should rely only on written statements issued by the RFP Coordinator. Interested firms or persons who wish to ask questions regarding this RFP must submit written questions to the RFP Coordinator no later than the Pre Submittal Questions Due date as specified in the RFP Schedule, Section 1.06.

RFP Coordinator for this RFP will be:

Contact Name: [Paula Dillon](#)

Address: MEBT - City of Bellevue
Street - 450 110th Ave. NE, Bellevue WA 98004
Mailing - P.O. Box 90012, Bellevue, WA 98009-9012

Telephone: 425.452.7198

Fax: [425.452.4071](tel:425.452.4071)

E-mail: PDillon@bellevuewa.gov

1.06 Preliminary Schedule

These dates are estimates and are subject to change by the MEBT.

Event	Date
Release RFP	April 10, 2019
Pre Submittal Questions (if any) Due	April 19, 2019 - 4:00pm PDT
Responses to Pre-Submittal Questions posted to website	April 24, 2019
Proposal Responses Due	May 3, 2019 – 4:00pm PDT
Proposal Evaluation Complete	May 7, 2019
Interviews at the MEBT (tentative)	June 19, 2019
Announce Apparently Successful Party	June 25, 2019
Complete Contract Negotiations	July 31, 2019
Conversion	October 31 to December 15, 2019
Transition Complete	January 1, 2020

1.07 Response Format

The provider shall submit a checklist using the form supplied in Form 1. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The checklist shall be signed by a person legally authorized to bind them to a firm contract.

1.08 Completeness of Proposal

Proposals shall include all of the information listed on Form 1 of this RFP and be signed by a representative authorized to bind the proposing party contractually. This statement must identify any exceptions that the proposing party takes to the MEBT’s RFP, or declare that there are no exceptions taken to the RFP. Please note that any response to this RFP may be included as an attachment to a contract or service agreement with the successful firm.

1.09 Proposal Response Date and Location

Proposals must be submitted to the City of Bellevue’s Service First Desk no later than May 3, 2019 at 4:00pm Pacific Daylight Time. The Official Clock for submissions is located at the Service First Desk (address listed below). All proposals and accompanying documentation will become the property of the MEBT and will not be returned. Faxed proposals will not be accepted. The proposing party accepts all risks of late delivery of mailed proposal regardless of fault.

	<u>Office Location:</u>	<u>Mailing Address:</u>
<i>Address:</i>	Bellevue City Hall	City of Bellevue
	Service First Desk	Human Resources Dept
	450 110 th Ave. NE	P0 Box 90012
	Bellevue, WA 98004	Bellevue, WA 98009-9012
<i>Telephone:</i>	(425) 452-7198	
<i>Email:</i>	PDillon@bellevuewa.gov	

1.10 Required Number of Proposals

Two (2) completed proposals must be received at Bellevue City Hall by the date and time listed in Section 1.09 along with an electronic version of the proposal sent to the email address provided. The electronic version of the questions and responses MUST be provided in either PDF or Microsoft Word format. The MEBT, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal sent to Bellevue City Hall will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

Section 2. Terms and Conditions

2.01 Questions/Clarifications Regarding the RFP

No oral interpretation or clarification will be made as to the meaning of RFP documents. Written requests for interpretation/clarification shall be addressed to the RFP Coordinator.

2.02 RFP Amendments

The MEBT reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The MEBT also reserves the right to cancel or reissue the RFP. In the event of a material modification, providers will be given an opportunity to modify their proposal in the specific areas that are affected by the modification

2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The MEBT reserves the right to reject any and all proposals, to waive any minor informalities or irregularities in the selection process, to request clarification of information from any provider and to accept any proposal deemed to be in the best interest of the MEBT.

2.05 Proposal Clarifications and Modifications

The MEBT reserves the right to request any provider to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

2.06 Proposal Validity Period

Submission of a proposal will signify the proposing party's agreement that its proposal and the content thereof are valid until January 1, 2020 unless otherwise agreed to in writing by both parties. The proposal may become part of the contract that is negotiated between the MEBT and the successful party.

2.08 Contract Negotiation

The MEBT reserves the right to negotiate all elements of the requirements, submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the MEBT.

2.09 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposal (the "documents") become a public record upon submission to MEBT, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If MEBT receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to MEBT (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by MEBT within five days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as solely determined by MEBT or its designee to enable such person to seek a court order

prohibiting or conditioning the release of the documents. MEBT assumes no contractual obligation to enforce any exemption to disclosure of documents.

2.10 Non-Endorsement

The successful party agrees to make no reference to the MEBT in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the MEBT.

2.11 Insurance Requirements

The successful party shall maintain insurance that is sufficient to protect their business against all applicable risks, as set forth in the MEBT's Standard Insurance Requirements (**Appendix "A"**).

Section 3. Minimum Qualifications

To be considered, firms should meet at least the following minimum qualifications:

1. Minimum ten (10) years of experience providing legal advice to pension plans with a minimum of five of those years advising public pension plans.
2. Relevant Internal Revenue Code expertise.
3. Knowledge of relevant laws related to public employee pensions similar to MEBT.
4. Excellent communication skills.

Section 4. Requested Services – Scope of Work

The following trust services are being requested in this Request for Proposal.

- Legal Advisor

All quoted fees should include all of the services covered under Section 4.1.

This will become the Scope of Services for the contract

1. Legal Advisor Services: For the MEBT Trust

- A) Draft Trust Amendments, Restatements and Rules
- B) Monitor relevant proposed and passed legislation and regulations and notify Trust and Plan Committees when an action is needed.
- C) Review Trust's Statement of Investment Policy and amendments
- D) Maintain MEBT Plan Matrix (see Appendix C)
- E) Review Trust RFP's for Consultant Contracts and Negotiate Trust Consultant Contracts; assist with due diligence
- F) Assist Investment Advisor to negotiate Investment Manager Contracts for Trust
- G) Assist with operational/administrative issues if needed (Corrections, class actions, forms review, rebalancing, Annual Audit, Pricing Errors, etc.)
- H) Assist Investment Advisory Committee as needed
- I) Represent the Committee in lawsuits as requested and assist with legal issues involving mutual funds or investment managers
- J) Review participant communications/education programs as needed
- K) Review Council materials and attend Council meetings as needed
- L) Special projects as requested
- M) Attend meetings involving Executive level City staff or participants and occasional attendance at public meetings for the Trust

2. Legal Advisor Services: For the MEBT Individual Plans

Each Agency that is a member of the trust has an individual plan that is adopted by the Agency's governing body. There are eight (8) individual plans. Individual plan representatives may participate in this RFP process to evaluate legal services for the individual plans. Therefore, your response may also wish to address the following plan services (this list may not be comprehensive for purposes of entering into individual plan contracts for legal services.)

- A) Draft Plan Amendments, Restatement and Rules;

- B) Provide interface with IRS and Social Security (Manage letters of Determination and Qualification, etc.)
- C) Provide legal advice to Plan Committee: attend Plan meetings as requested
- D) Draft/review summary plan descriptions
- E) Interpret relevant laws and plans for participant withdrawal/distribution issues (Hardships and non-hardships; QDRO's, USERRA, Pension Continuation Benefits, disability, death benefits, payment options; beneficiaries, loans, automatic rollovers, unclaimed accounts, Roth 401K distributions, etc.)
- F) Interpret relevant law and Plans for participant contribution issues (Employee, Employer Matching Contribution, Deferral Limits, Pre-Tax, After-Tax Roth 401k, vesting, portability, etc.)
- G) Advise Plans re tax consequences (10% penalty on distributions, Roth 401K distributions before five (5) years, etc.)
- H) Review Survivor Life and Long-Term Disability Plan options, benefits, contracts, etc.
- I) Attend meetings involving Executive level City staff or participants and occasional attendance at public meetings for the Plan

Section 5. Miscellaneous Information

5.01 Company Information

Statement of Qualification Checklist – Complete **Form #1**

- Please note any exceptions that you will be taking to this RFP
- Fee Proposal
- Statement of Qualifications
- The form must be signed by the representative authorized to bind the proposing party contractually.

Client References - Complete **Form #2**

Non-Collusion Certificate – Complete **Form #3**

5.02 Compensation

The fee proposal may be an hourly rate, a base fee plus a per member amount, a lump sum or other method of the firm's choosing. Regardless of the method chosen, the fee proposal must be inclusive of all costs, charges, overhead and profit. The contract for service is for two years with an option to extend the contract for an additional two (2) years. The fee proposal should include the proposed method for fee adjustments over time.

If your fee proposal for the trust is different than for the individual plan committees, please additionally provide the fee proposal applicable to legal services for the individual plan committees (recognizing there may be up to eight (8) separate contracts for legal services for the individual plans).

Payment by the MEBT for trust services will only be made after the services have been performed. Unless a fixed fee is being proposed, an itemized billing statement must be submitted which shall specifically set forth the services performed, the time period the services were performed, the name of the person(s) performing such services, and the hourly labor charge rate for such person (if applicable). Payment will be made thirty (30) days from the date of invoice. No unauthorized work outside of final contract scope of services will be paid without prior approval of the MEBT.

Section 6. Organization and Background

6.01 Organization and Background

1. Provide a *brief* description and history of your firm's practice including the following:
 - Year founded
 - Philosophy of the firm
 - Areas of specialization
 - Number of employees (total)
 - Number of employees specializing in pensions
2. Describe your philosophy, approach and the unique benefits you or your firm presents in the pension field of law.
3. Provide a description of your or your firm's experience working with pension plans similar to the MEBT and experience with governmental entities.
4. Provide a description of why/how the MEBT fits your firm's client base.
5. Provide a description of your or your firm's experience with the proposed Scope of Work.
6. Provide a list of all individuals who will be assigned to the project and their qualifications and experience in working on this type of project.
7. Provide a response time for inquiries.
8. Describe any legal actions or claims against the firm for malpractice in the last ten (10) years and who brought the legal action/claim, a brief description of the legal action/claim and its disposition.

Section 7. Proposal Evaluation

7.01 Evaluation Procedures

Proposals will be evaluated by a Selection Committee made up of staff from the eight (8) MEBT member entities. Evaluations will be based on criteria outlined herein which may be weighted by the MEBT in a matter it deems appropriate. All proposals will be evaluated using the same criteria and weighting.

7.02 Scoring and Evaluation Factors

A. Responsiveness to RFP

The MEBT will consider all the material submitted to determine whether the service provider's offering is in compliance with the RFP documents.

B. Ability to Perform Required Services

The MEBT will consider all the relevant material submitted by each firm, and other relevant material it may otherwise obtain, to determine whether the provider is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the MEBT in determining whether a provider is capable:

1. The ability and capacity of the firm and the skills, experience, and availability of the specific individuals to be assigned to the MEBT to perform the services required and the level of responsiveness and accessibility that will be guaranteed;
2. The quality of services by the provider of previous and similar contracts and such other information as may be secured and considered relevant by the MEBT;
3. The ability of the firm to demonstrate professional and innovative work to similar organizations; the skill of the firm with written and oral communications; the skill of the firm as demonstrated by sample of similar work and/or reference by similar organizations;
4. Compliance with and creativity in achieving the basic requirements of the RFP.

The firm shall furnish acceptable evidence of their ability to perform, regarding such categories as expertise/experience and personnel qualified to perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

7.03 Presentations, Committee Interviews and/or Additional Information/Reviews

After the proposals are evaluated, the Selection Committee will hold formal presentations/interviews.

7.04 Provider Selection

The Selection Committee will formulate their recommendation for award of the contract, and forward their selection to the MEBT Trust Committee for approval. The selection will not be final until the formal contract has been negotiated and finalized.

7.05 Contract Award and Execution

The MEBT reserves the right to enter into a contract without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the proposing party can offer. The MEBT preferred contract provisions are provided in Appendix B. Please review these preferred provisions prior to submitting a proposal.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract.

The RFP document and the successful party's proposal response, as amended by agreement between the MEBT and the successful party, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the MEBT may verify the successful party's representations that appear in the proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from competition or in contract cancellation or termination.

The successful party will be expected to enter into a contract with the MEBT. If the successful party fails to sign the contract within twenty-eight (28) calendar days following notification of intent to contract, the MEBT may elect to negotiate the contract with another party.

The MEBT shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

**Form #1:
Statement of Qualifications Checklist**

Submittal elements:

1. The following information is attached as required by the RFP:

- Meet Minimum Requirements of the RFP (see 2. Below) _____
- Fee Proposal _____
- Statement of Qualifications _____

Form 2: Client References _____

Form 3: Non-Collusion Certificate _____

2. Exceptions to any elements presented in the RFP. (These may be construed as being non-responsive to the RFP)

3. Additional items for consideration.

Basic Services Confirmation:

Our authorized signature in the space below indicates our acceptance of all the terms and conditions as presented in the Request for Proposal and preferred contract provisions.

Firm Name: _____

By: _____
Authorized Signature Title Date

Client References Form #2

Client References #1

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Number of Participants	
Assets (12/31/18)	
Services Provided Similar to the MEBT's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Client References #2

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Number of Participants	
Assets (12/31/18)	
Services Provided Similar to the MEBT's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Client References #13

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Number of Participants	
Assets (12/31/18)	
Services Provided Similar to the MEBT's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Appendix A

INSURANCE REQUIREMENTS

LEGAL ADVISOR

The Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Consultant. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Commercial Automobile Liability coverage with limits not less than \$1,000,000 per accident for any Auto.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
3. Consultant's Errors & Omissions or Professional Liability with limits not less than \$2,000,000 per claim and \$4,000,000 as an annual aggregate.

B. Self Insured Retentions

Self-Insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. The MEBT, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the MEBT, its officials, employees or volunteers.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Consultant shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Consultant shall require subcontractors to provide coverage with complies with the requirements stated herein.

Appendix B SAMPLE CONTRACT

Professional Services Contract

The Municipal Employees Benefit Trust (“the MEBT”) Contract Identification Information:

Contract Title: Legal Services for the Municipal Employees’ Benefit Trust

This AGREEMENT is entered into between the **Municipal Employees Benefit Trust (“the MEBT”)** and **XYZ - (“CONSULTANT”)**.

1. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered to the best of the Consultant's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the MEBT.
- B. Modification. The MEBT periodically may make changes to the Services that are within the general scope of the Agreement, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultant's compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The MEBT will be paying the Consultant for such services at an hourly rate plus actual expenses (See Attachment A.)
- B. The Consultant shall maintain time and expense records, report them to the MEBT monthly and shall submit invoices to the MEBT monthly for payment of work performed to the date of the invoice.
- C. The MEBT shall pay all invoices from the Consultant by mailing payment within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. The Consultant shall keep cost records and accounts pertaining to the Agreement available for inspection by representatives of the MEBT for a period of three (3) years after final payment. Copies shall be made available to the MEBT upon request.
- E. If the services rendered do not meet the requirements of the Agreement, the Consultant shall correct or modify the work to comply with the Agreement. MEBT may withhold payment for such work until it meets the requirements of the Agreement.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the MEBT, in whole or in part, and may result in ineligibility for further work for the MEBT.

4. TERM AND TERMINATION OF AGREEMENT

- A. Term. This Agreement shall be two years, with the option of MEBT to extend the contract for an additional two (2) two-year periods unless terminated earlier in accordance with paragraph 4.B. of this Agreement.
- B. Rights upon Termination. This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to the MEBT, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the MEBT and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the MEBT's business in any manner, including without limitation, encouraging anyone to leave the MEBT's employ or encouraging any employee or independent Consultant to sever that person's relationship with the MEBT.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the MEBT, shall be forwarded to the MEBT at its request and may be used by the MEBT as it sees fit. The MEBT agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Chair of the MEBT Trust for Trust activities or the Chair of the Plan Committee for Plan activities, or their designee, shall be the MEBT's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Consultant shall protect, defend, indemnify and save harmless the MEBT, its officers, employees, agents and its sponsoring cities and their elected officials, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, and its officers, agents or employees. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the MEBT and sponsoring cities only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the MEBT, its officers, employees, agents or sponsoring cities, or their elected officials, employees and agents incur any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. To the extent permitted by law, the MEBT shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the MEBT and its officers, employees and agents. The MEBT agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the MEBT by mutual negotiation, hereby waives, as respects the Consultant only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Consultant, its officers, agents or employees incur any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the MEBT.
- C. The Consultant will indemnify, defend, and hold the MEBT and its sponsoring cities and their elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Agreement, (b) the Consultant's outside business activities, or

- (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.
- D. To the extent permitted by law, the MEBT will indemnify, defend, and hold the Consultant and its officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the MEBT's breach of any obligations, representations, or warranties under the Agreement, or (b) the infringement or misappropriation by the MEBT of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Appendix "A". The Consultant will provide the MEBT with certificates of insurance and other supporting materials as the MEBT reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the MEBT's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the MEBT the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

- A. Nature of Relationship. The Consultant shall be and act as an Independent Contractor (and not as the employee, agent, or representative of the MEBT) in the performance of the Services for the MEBT. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the MEBT. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the MEBT. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Agreement in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Agreement, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the MEBT, the Consultant will not be entitled to any of the benefits that the MEBT may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the MEBT. In addition, the Consultant acknowledges that as an Independent Contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the MEBT in the event of injury.
- B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Agreement. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Agreement. No part of the Consultant's compensation will be subject to withholding by the MEBT for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the MEBT be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Consultant to perform the Consultant's obligations under the Agreement. The MEBT will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

11. FUTURE SUPPORT

The MEBT makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

12. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The MEBT and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the MEBT to enforce strict performance of any provision of the Agreement will not constitute a waiver of the MEBT's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Consultant arising under the Agreement may be assigned, without the MEBT's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **The MEBT Marks.** The Consultant will not use any trade name, trademark, service mark, or log of the MEBT (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the MEBT's express prior written consent.
- F. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement, at the address set forth below:

Post Office Box:
City of Bellevue – Human Resources
P.O. Box 90012
Bellevue, WA 98009-9012

Or Street Address:
City of Bellevue – Human Resources
450 110th Ave NE
Bellevue, WA 98004

Consultant Address

13. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

XYZ

By: _____
Printed Name: _____
Title: _____
Date: _____
Tax ID: _____
UBI Number: _____
Phone Number: _____

The MEBT:

By: _____
Printed Name: _____
Title: _____
Date: _____
Approved as to
form: _____

Attachment A – Fee Schedule

Attachment B – Insurance Requirements (see RFP Appendix A)

Appendix C

MEBT PLAN MATRIX

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Effective Dates	Established: 10-01-72 Restated: 12-11-2013 Amended: 1 st 3-19-2015 2 nd 6-26-2017	7-01-77 12-19-2013	6-01-90 8-21-2013	1-1-77 12-20-2013 Restated 8-13-2018 to remove MEBT 2 effective 1/1/19	1-1-84 11-27-2013	1-1-75 12-13-2013 1 st – 11/26/14	4-1-93 9-13-2013 1 st – 12-22-2015	7-1-09 8-9-2013
Latest Determination Letter	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement	8/1/14 Letter covers 2013 PPA restatement
A profit sharing plan	Yes §1.2	Yes §1.2	Yes §1.2	Yes §1.2	Yes §1.2	Yes §1.2	Yes §1.2	Yes §1.2
Definition of disability for all except PCB*	From any gainful activity §2.9	Same as LTD definition §2.8	Unable to perform own occupation No PCB §2.9	Same Edmonds §§2.8	Same Fed Way §2.9	Same Edmonds §2.8	Same Edmonds §2.9	Same Edmonds §2.9
Definition of disability for PCB*	Code definition – from any gainful activity. §§ 2.9, 2.10, 9.2(c)	Same Bellevue. § 9.2	N/A No PCB	Same Bellevue. §§ 2.8, 2.9, 9.2(c)	N/A No PCB	Same Bellevue. §9.2	N/A No PCB	N/A No PCB
Definition of maximum compensation	Medicare wages. §2.20	Same Bellevue. §2.21	OASDI wages. § 2.20	Same Bellevue. § 2.20	Same Bellevue. §2.21	Same Federal Way. §2.20	Same Bellevue. §2.20	Same Federal Way. §2.19

*PCB = Pension Continuation Benefit

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Normal Retirement Date	Age 65 or earliest service retirement date under other plan whether benefits actuarially reduced or not. For PCB, earliest service retirement date without actuarial reduction. §2.22	Same Bellevue. §2.22	Same Bellevue. However, not before 5th year of participation. §2.21	Same Bellevue. §2.21	Same Bellevue. No PCB. §2.22	Same Bellevue. §2.21	Same Bellevue. No PCB. §2.21	Same Bellevue. No PCB. §2.20
Eligibility-Optional	<ol style="list-style-type: none"> 1) employees designated in HR Code as fully benefited employees 2) City Council members 3) Other employees designated by Council 4) Grandfathered regular part-time benefited employees §§2.11, 3.1, 3.2	None. §§3.1, 3.2	None §§3.1, 3.2	Regular Employees, City Council Members §§2.10, 3.1, 3.2	None §§3.1, 3.2	Regular Employees, City Council Members §§2.10, 3.1, 3.2	None §§3.1, 3.2	None §§3.1, 3.2

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Eligibility-Mandatory	MEBT II Employees §§2.21, 3.3	All Regular employees, council and grandfathered Hourly Employees. §§ 2.15, 3.1, 3.2, 3.3	All Regular Employees §§ 3.1, 3.2	None. §§ 2.14, 3.3	All Regular Employees, Council Members and Hourly Employees §§2.11, 3.1, 3.2	Hourly employees (City Council members who do not participate in PERS, LEOFF or MEBT are Hourly) §§2.14, 3.3	All Regular employees; City Manager §§3.1, 3.2	All Regular employees §§3.1, 3.2
<u>Eligibility – Excluded</u>	PERS Hourly Employees, Independent contractors	Independent contractors and any employee not defined in Eligibility-Mandatory	Independent contractors and any employee not defined in Eligibility-Mandatory	Independent contractors and any employee not defined in Eligibility - Optional	Independent contractors and any employee not defined in Eligibility-Mandatory	PERS Hourly Employees, Independent contractors	Hourly Employees, Independent contractors and any employee not defined in Eligibility-Mandatory	Independent contractors and any employee not defined in Eligibility-Mandatory

<u>Accounts</u>								
Extra Employee contributions	Yes §§4.5, 5.2(a)(1)	Yes §§4.3, 5.2(a)(1)	Yes §§4.2, 5.2(a)(1)	Yes §§4.5, 5.2(a)(1)	Yes §§4.3, 5.2(a)(1)	Yes §§4.5, 5.2(a)(1)	Yes §§4.3, 5.2(a)(1)	Yes §§4.2, 5.2(a)(1)

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Basic After-Tax (Employee) Contribution	Yes §§4.1, 5.2(a)(2)	Only the amount needed to pay life insurance premiums is Basic (after-tax). Remainder is pick-up. §§4.1, 5.2(a)(2), Art. 17	N/A (see pick-up)	Yes §§4.1, 5.2(a)(2)	N/A (see pick-up)	Yes §§4.1, 5.2(a)(2)	N/A (see pick-up). Amounts for life insurance up to the Code § 79 limits are paid outside of Plan with the Employer contribution. Remaining amts for life insurance are paid outside of Plan from employee contributions after tax. § 4.1, 5.2(a)(2)	N/A (see pick-up).
Salary Reduction Deferral (Employee)	Yes §§4.1, 5.2(a)(3), 17.2(j)	No	No	Yes §§4.1, 5.2(a)(3)	No	Yes §§4.1, 5.2(a)(3)	No	No
Roth Deferrals	Yes. §§4.1, 5.2(a)(3), 17.2(j)	N/A	N/A	No.	N/A	No.	N/A	N/A
Pick-up Contribution (Employee contribution picked up by employer)	No §5.2	Yes. However, amount for life insurance premiums is Basic (after-tax). §§4.1, 5.2(a)(3), Art. 17	Yes - Pickup Account - mandatory employee §§4.1, 5.2(a)(2)	No	Yes - Pickup Account - mandatory employee. §§4.1, 5.2(a)(1)	No	Yes- Pickup account - mandatory. However, prior to pick-up amount is reduced by life insurance premiums paid outside of Plan. § 4.1, 5.2(a)(3)	Yes- Pickup account – mandatory. § 4.1, 5.2(a)(2)

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Employer (Matching) Contribution	Yes §§4.6, 5.2(a)(4)	Yes §4.4, 5.2(a)(4)	Yes §§4.3, 5.2(a)(3)	Yes §§4.6, 5.2(a)(4)	Yes §§4.4, 5.2(a)(2)	Yes §§4.6, 5.2(a)(4)	Yes §§4.4, 5.2(a)(4)	Yes §§4.3, 5.2(a)(3)
Rollover (See also Rollovers in to Plan, later)	Yes - §§ 5.2(a)(5), 16.1 and Admin Rules	Same Bellevue. §§ 5.2(a)(5), 16.1 and Admin Rules	Same Bellevue. §§ 5.2(a)(4), 15.1 and Admin Rules	Same Bellevue. §§ 5.2(a)(5), 16.1	Same Bellevue. §§ 5.2(a)(3), 15.1	Same Bellevue plus 403(b) §§ 5.2(a)(5), 16.1	Same Bellevue. §§ 5.2(a)(5),15.1	Same Bellevue. §§ 5.2(a)(4), 15.1
Mandatory MEBT II / Hourly	For MEBT II Employees §§4.2, 5.2(b) Yes	For grandfathered Hourly Employees. Effective 1/1/06 Hourly Employees in Social Security §§3.1, 3.3, 4.2, 5.2(b)	No – Hourly employees in Social Security	For Hourly Employees who have not taken a distribution. Effective 1/1/19 Hourly Employees in Social Security §§3.1, 3.3, 4.2, 5.2(b) Yes	For Hourly §§4.2, 5.2(b) Yes	For Hourly §§4.2, 5.2(b) Yes	Effective 10/1/09 Hourly Employees do not participate and are in Social Security. §§ 3.1, 3.3, 4.2, 5.2(b)	No – must be Regular Full Time or Regular Part Time. If not, in Social Security. §§ 2.11, 3.1
Allows for additional accounts as needed	Yes § 5.2(a)(6)	Yes § 5.2(a)(6)	Yes § 5.2(a)(5)	Yes § 5.2(a)(6)	Yes § 5.2(a)(4)	Yes § 5.2(a)(6)	Yes § 5.2(a)(6)	Yes § 5.2(a)(5)
Segregated prior to NRD (allows employee to move to money market)	Yes/beginning within 3 years of NRD/3 times until account paid out/All or part/Irrevocable §5.3(b)	Same Bellevue. §5.3(b)	Same Bellevue. §5.3(b)	Same Bellevue. §5.3(b)	Same Bellevue. §5.3(b)	Same Bellevue. §5.3(b)	Same Bellevue §5.3(b)	Same Bellevue §5.3(b)

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
<u>Contribution</u>								
Employee – Optional	Max: SS rate up to SSWB. Min: 10% of SS rate up to SSWB. Can be pre-tax (Salary Deferral), after-tax (Basic) or Roth. §4.1	Only Extra contributions. After-tax only. §4.3	Same Edmonds. §4.2	SS rate up to SSWB. Must either contribute SS rate or none. Can be pre-tax (Salary Deferral) or after-tax (Basic) §4.1	Same Edmonds. §4.3	Same Kirkland. §4.1	Same Edmonds. §4.3	Same Edmonds. §4.2
Employee Hired prior to 4-1-86	Max: 7.65% Min: 0.765% §4.1			Max: 7.65% Min. none §4.1		Same Kirkland §4.1		
Employee Hired after 4-1-86	Max: 6.2 Min. 0.62% §4.1			Max: 6.2% Min : none §4.1		Same Kirkland §4.1		
Termination of Optional Contributions or Ineligible	Participants on LOA (or ineligible) cannot contribute and no vesting while Inactive. Subject to USERRA catch-up provisions. §4.4, 4.8, 11.2, admin rules.	Participant on LOA (or ineligible) cannot contribute but continues vesting accruals. Subject to USERRA catch-up provisions. §§ 4.6, 4.7, 11.2	Same Edmonds. Subject to USERRA catch-up provisions. §§ 4.2, 4.4, 4.5, 10.1	Inactive Participant for 1 year; no contributions or vesting while Inactive. Participants on FMLA LOA may continue vesting accruals. Subject to USERRA catch-up provisions. §4.4, 4.8, 11.2	Same Bellevue. Subject to USERRA catch-up provisions. §§ 4.6, 4.7, 10.2	Same Kirkland, except Participants on any unpaid LOA may continue vesting accruals. Subject to USERRA catch-up provisions. §§ 4.4, 4.8, 11.2	Same Edmonds except all Participants 100% vested effective January 1, 2013. Subject to USERRA catch-up provisions. §§ 4.6, 4.7, 10.2	Same Bellevue. Subject to USERRA catch-up provisions. §§ 4.4, 4.5, 10.2

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Eligible Employee - Mandatory	None	Pick-up – Social Security rate; pre-tax for all, except amount for life insurance premiums is Basic (after-tax) §4.1	Pickup - Social Security rate less Medicare; pre-tax, all employees 6.2% §4.1	None	Pick-up - Social Security rate; pre-tax §4.1	None	Pick-up Social Security rate (pre-tax) for all except life insurance piece paid outside of Plan after tax. §4.1	Pick-up - Social Security rate; pre-tax §4.1
Employee Hired prior to 4-1-86	N/A	7.65% §4.1	N/A City incorporated after 4/1/86	N/A	7.65% §4.1	N/A	N/A City incorporated after 4/1/86	N/A Instrumentality formed after 4/1/86
Employee Hired after 4-1-86	N/A	6.2% §4.1	N/A City incorporated after 4/1/86	N/A	6.2% §4.1	N/A	N/A City incorporated after 4/1/86	N/A Instrumentality formed after 4/1/86
Extra Employee - no employer matching	Yes. Limited only by Code rules. Contributions may be pre-tax, after-tax or Roth. §4.5	Yes. Limited only by Code rules. After-tax only. §4.3, 4.9(a)	Yes. Up to 10% of comp. Whole percent increments only. After-tax only. §4.2	Same Bellevue, except no Roth. §4.5	Same Edmonds. §4.3	Same Bellevue, except no Roth. §4.5	Same Edmonds. §4.3	Same Edmonds. §4.2
Hourly (MEBT II) Employee -- Mandatory	100% of SS rate 6.2% if hired after 4-1-86 7.65% if hired before 4-1-86 Contributions are after-tax. §4.2	The legal minimum currently 7.5% After-tax. Effective 1/1/06 all Hourly Employees in Social Security except transition group. §4.2	N/A – All hourly employees in SS.	N/A – Same as Federal Way Effective December 1, 2019 all Hourly Employees in Social Security §4.2	The legal minimum, currently 7.5% After tax §4.2	Same Bellevue. §4.2	N/A – Same as Federal Way Effective October 1, 2009 all Hourly Employees in Social Security	N/A – Same as Federal Way.

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
<i>Employer Matching on Basic and Salary Deferral Contributions</i>								
Guaranteed Match	N/A §4.6	N/A §4.4	N/A §4.3	N/A §4.6	N/A § 4.4	80% of total of Basic and Salary Deferral contributions. §4.6	N/A §4.4	N/A §4.3
Match	Pro-rata share of net contribution. Net is gross less survivor and disability insurance premiums, MEBT II Employee allocations, PCB and administrative expenses not otherwise paid.* §4.6(a)	Same as Bellevue except no survivor life.* §4.4, 4.5	Same as Bellevue except no PCB and also less life insurance.* §4.3	Same as Bellevue.* §4.6	Same as Federal Way.* §4.4	Same as Bellevue except also less 80% guaranteed match.* §4.6	Same as Bellevue except no PCB or survivor life and less group life.* §4.4	Same as Woodinville.* §4.3
* Administrative expenses are paid by fees assessed to participants, revenue sharing, and the unallocated account (match) in most cases. Investment related expenses are charged to accounts on a pro rata basis. Redmond only assesses fees to terminated Participants and Beneficiaries so the excess match pays the remaining administrative expenses.								
Employer Contribution Rate	Gross equals all employees' Maximum Compensation times Employer FICA rates. §4.6	Gross equals all Eligible Employees' Maximum Compensation times Employer FICA rates. §4.4	Same as Edmonds. § 4.3	Same as Edmonds. § 4.6	Same as Edmonds. § 4.4	Same as Edmonds. § 4.6	Same as Edmonds. § 4.4	Same as Edmonds. § 4.3

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Allocation basis	Allocation monthly . Allocation based on share of total Basic and Salary Deferral (includes Roth) contributions. §4.6(b)	Allocation monthly . Based on share of total Participant contributions. §4.4(b)	Allocation quarterly , based on share of total pick-up contributions. §4.3	Allocation each pay period , based on share of total Basic and Salary Deferral contributions §4.6(b)	Allocation each pay period , based on share of total pick-up contributions §4.4	Guaranteed match allocated each pay period . Remaining portion allocated only if employee on last day of Plan Year or retired during Plan Year. Allocation based on share of Employer guaranteed Matching Contributions. §4.6	Allocation monthly . Allocation based on share of total Participant Contributions. §4.4	Allocation quarterly only if employee contributed in that quarter. Based on share of total Participant Pick-up Contributions. §4.3
Employer contribution for Hourly (or MEBT II) Mandatory Contributions	The legal minimum, currently 1.3% (means employee contributes 6.2%) §§4.2, 4.7	The legal minimum, currently 0% (means employee contributes 7.5%) Effective 1/1/06 all new Hourly Employees in Social Security. §§4.4, 4.5	N/A – All hourly employees in SS.	N/A – All hourly employees in SS as of January 1, 2019.	The legal minimum, currently 0% §§4.6, 4.7 (means employee contributes 7.5%) §4.5	The legal minimum, currently 1.3% (means employee contributes 6.2%) plus 2.0% of compensation to unallocated contributions to cover administrative expenses. §§4.6, 4.7	N/A – All hourly employees in SS as of October 1, 2009.	N/A – All Hourly, if any, in Social Security.

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
<u>Benefits/Withdrawals</u>								
Employer contributions for Disabled Participants (PCB)	Until NRD, first distribution or no longer disabled; 180% of last Basic and Salary Deferral (incl. Roth) contributions. 100% vested. NRD means earliest service retirement date without actuarial reduction. §§4.6, §9.2	Until NRD, first distribution or no longer disabled, 160% of last Basic and pick-up contribution. 100% vested. Only Employees working 1,000 hours per year or more eligible. §9.2, 3.1 NRD means earliest service retirement date without actuarial reduction. §§4.4, §9.2	N/A – No PCB	Same as Bellevue except no Roth. §4.6, §9.2	N/A – No PCB	Same as Kirkland. §§ 4.6, 9.2	N/A – No PCB	N/A – No PCB

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
In-Service Withdrawals – Regular (non-hardship)	<p>From Basic, Extra and Rollover Employee Accounts. Only 4 withdrawals per calendar year. No suspension of participation. Fees apply (per Fee Schedule). Additional \$100 processing fee for withdrawal from Basic Account. Not permitted for MEBT II.</p> <p>Participants over 59 ½ may withdraw from all accounts while employed.</p> <p>§§6.1, 6.2, 6.5, 6.6, 6.7, Admin. Rules</p>	<p>From Extra and Rollover Employee Accounts. Only 4 withdrawals per calendar year. No suspension of participation. Fee applies. Not permitted for Hourly Employees. §§6.3, 6.4, 6.5, 14.3, Admin. Rules</p> <p>Participants over 59 ½ same as Bellevue §6.6.</p>	<p>Same as Edmonds. §§6.5, 6.6, Admin. Rules</p> <p>Participants over 59 ½ -same as Bellevue §6.7</p>	<p>From Basic, Extra and Rollover Employee Accounts. Only 4 withdrawals per calendar year. May not participate for 6 months if Basic. Fees apply (per Fee Schedule). Not permitted for Hourly Employees. §§6.1, 6.2, 6.5, 6.6, Admin. Rules</p> <p>Participants over 59 ½ - same as Bellevue. § 6.7</p>	<p>From Extra and Rollover Accounts. 1X per 12 months from each account. No suspension of participation. Fees apply (per Fee Schedule). Not permitted for Hourly Employees. §§ 6.3, 6.4, 6.5, Admin. Rules</p> <p>Participants over 59 ½ -same as Bellevue. § 6.7 No limit on number per year.</p>	<p>From Basic and Extra Employee Accounts. 2X per 12 months. Fees apply per fee schedule. Additional \$100 processing fee for first withdrawal from Basic; no fee for second withdrawal from Basic, but cannot participate for 12 months. §§6.1, 6.2, 6.5, Admin. Rules</p> <p>Participants over 59 ½ may withdraw from all accounts while employed. 1X per 12 months. § 6.8</p>	<p>Participants over 59 ½ Same as Bellevue § 6.5. No limit on number per year.</p>	<p>From all Accounts to purchase PERS or LEOFF credits or to repay a prior cash-out. First from Employer, then Pickup, then Extra Accounts. 1X per 12 months. Must be fully vested in Employer Account. Trustee to trustee transfer or Direct Rollover.</p> <p>Effective 1/1/13, from Extra and Rollover Employee Accounts. 1X per 12 months from each account. May not participate for 1 year if Extra. Fees apply (per Fee Schedule). §§ 6.1, 6.2, 6.4</p> <p>Effective 9/1/13, Participants over 59 ½ -same as Bellevue. § 6.5 1X per 12 months.</p>

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In-Service Withdrawals - Hardship	From Basic and Principal from Salary Deferral Accounts (including Roth, if a qualified distribution). 1X per career for home purchase or remodel. All withdrawals subject to 4 per calendar year limit. Not permitted for MEBT II. §§6.3, 6.4, 6.5, Admin. Rules.	From Basic and Pick-up Accounts. 1X per career for home purchase or remodel. All withdrawals subject to 4 per calendar year limit. Fee applies. Not permitted for Hourly Employees. §§6.1, 6.2, 6.4, Admin. rules	From Rollover, Pick-up or Extra Employee Accounts. 1X per career for home purchase. All withdrawals subject to 4 per calendar year limit. §§6.1, 6.2, 6.3, Admin. Rules	From Salary Deferral Account only. 1X per career for home purchase. All withdrawals subject to 4 per calendar year limit. §§6.3, 6.4, 6.5 Admin. Rules.	From Basic or Extra Employee Accounts. 1X per 12 months, except tuition; 1X per career for home purchase Not permitted for Hourly Employees. §§ 6.1, 6.2	From Basic, Salary Deferral or Rollover Account. 1X per 12 months, except tuition. 1X per career for home purchase or remodel. §§6.3, 6.4, 6.5, 6.7	From all Accounts. 1X per career for home purchase. All withdrawals subject to 4 per calendar year limit. §6.1-6.3 Effective July 1, 2013.	From Pick-up Account. 1X per 12 months, except tuition. Fee Applies. 1X per career for home purchase. §6.3
Participant Loans	Yes §§ 6.8, 12.5, Loan Policy	No	Yes §6.4, 11.5, Loan Policy	Yes §§ 6.8, 12.5, Loan Policy	No	Yes §§6.6, 12.5, Loan Policy	No	No
Termination Payments Begin	At Severance from employment; may defer up to age 70 ½ Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8	Same as Bellevue. Art. 7, Art. 8

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Termination of Employment	Optional payment of all vested Accounts if > \$1,000; Account balances > \$1,000 and \$5,000 or less to money market. 100% vesting of Employer account on death, disability, layoff or at NRD. LTE's do not vest on layoff. §§7.1, 7.2, 11.1	Same as Bellevue, except no LTE provision. §§7.1, 7.2	Same as Bellevue, except no LTE provision. §§7.1, 7.2	Same as Bellevue, except no LTE provision. §§7.1, 7.2	Same as Bellevue, except no LTE provision. §§7.1, 7.2	Same as Bellevue, except no LTE provision. §§7.1, 7.2	Same as Bellevue, except no LTE provision and all Participants 100% vested. §§7.1, 7.2,	Same as Bellevue, except no LTE provision. §§7.1, 7.2,
Termination - Payment Options	If account is >\$1,000 (or IRS limit), participant can leave account until later date; may choose all forms of payouts. If \$1,000 or less, mandatory lump sum cashout. §§7.1, 7.2, Admin. Rules	Same as Bellevue. §§7.1, 7.2, Admin. Rules	Same as Bellevue. §§7.1, 7.2	Same as Bellevue. §§7.1, 7.2				

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Forms of Payments Any Form of Termination & Account is >\$1,000 (or IRS limit) Accounts \$1,000 or less – lump sum only	Lump sum, monthly, quarterly or annual installments as nearly equal as possible, or annuity contract. May accelerate, defer or reduce installments on all or portion of unpaid amounts. May take withdrawals under Article 6 and partial distributions from any account. Participant may designate the contract (after tax plus earnings or all other contributions plus earnings) as permitted under Code Section 72. §§7.2, Admin. Rules	Same as Bellevue. §7.2, Admin. Rules	Same as Bellevue. §7.2	Same as Bellevue. §7.2	Same as Bellevue. §7.2	Same as Bellevue. §7.2	Same as Bellevue. §7.2	Same as Bellevue. §7.2

	City of Bellevue Employees' Retirement Benefit Plan	City of Edmonds Employees' Benefit Plan	City of Federal Way Employees' Retirement System	City of Kirkland Employees' Benefit Plan	City of Mill Creek Employees' Benefit Plan	City of Redmond Employees' Benefit Plan	City of Woodinville Employees' Benefit Plan	NORCOM Employees' Benefit Plan
Death Benefits	Payment of Accounts over a period not to exceed 5 years, or over beneficiary's life expectancy. If account balance is < \$1,000, lump sum. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8	Same. §7.1, Art. 8
Partial Distributions	May defer all or part. May elect partial distributions from any account participant designates. Participant may designate the contract (after tax plus earnings or all other contributions plus earnings) as permitted under Code Section 72. §7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(e)	Same as Bellevue. § 7.2(d)

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Vesting Schedule	<p><12 mos. 0% 12 mos. 33.34% Addl mo. 2.778% 36 mos. 100.0% Includes months with other MEBT plans if former account rolled over in full (including outstanding loans and excluding any accounts that may not be accepted). No vesting for Inactive Participants. Monthly credit given if contribute for at least one pay period. §§ 11.1, 11.2 Admin Rules</p>	<p>< 12 mos. 0% 12 mos. 10% addl. mo. 1.25% ≥84 mos. 100% Includes months with other MEBT plans if former account rolled over in full (excluding accounts that may not be accepted). Monthly credit given if contribute for at least one pay period. §§ 11.1, 11.2</p>	<p><1 yr. 0% 1 yr. 20% 2 yrs. 40% 3 yrs. 60% 4 yrs. 80% ≥5 yrs. 100% All years count whether Active or not (elapsed time method). Includes months with other MEBT plans if former account rolled over in full (including outstanding loans and excluding any accounts that may not be accepted). §§ 10.1, 10.2</p>	<p>Same as Redmond. Includes months with other MEBT plans if Employee was an Active Participant in other plan immediately prior to employment with Kirkland. Vesting only occurs while actively participating. §§ 11.1, 11.2</p>	<p>Same as Edmonds. §§ 10.1, 10.2</p>	<p><12 mos. 0% 12 mos. 20% addl. mo. 1.666% 60+ mos. 100% Includes months with other MEBT plans if former account rolled over in full. Monthly credit given if contribute for at least one pay period. §§ 11.1, 11.2</p>	<p>100% effective January 1, 2013. §§ 10.1</p>	<p><12 mos. 0% 12 mos. 20% addl. mo. 1.666% 60+ mos. 100% Includes months with other MEBT plans if former account rolled over in full, participate immediately and for 12 months. Monthly credit given if contribute for at least one pay period. § 10.1</p>

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Rehire	Credited for prior Months of Continuous Participation for vesting. Effective for employees hired after 12/31/99. §11.4	Same as Bellevue. §11.4	Same as Bellevue. §10.4	Same as Bellevue. Effective for employees hired after 12/31/00 §11.4	Same as Bellevue. §10.5	Rehires will be credited with prior months of continuous participation for vesting if they participate immediately on rehire and continue 12 months. §11.2	N/A – All Participants 100% vested.	Rehires do not receive credit for prior months of continuous participation. §10.4
Forfeitures	Nonvested accounts are forfeited on termination (whether defer receipt or not). §7.1(a)(6)	Same as Bellevue. §7.1(a)(6)	Same as Bellevue. §7.1(a)(6)	Same as Bellevue. §7.1(a)(6)	Same as Bellevue. §7.1(a)(6)	Same as Bellevue. §7.1(a)(6)	N/A 100% vested	Same as Bellevue. §7.1(a)(6)
Restoration of Forfeitures	None. § 11.5	None. § 11.5	None. § 10.5	None. § 11.5	If rehired within one year and repayment is made within 6 months. §10.4	None. §11.4	N/A 100% vested	None. §10.5
Valuation of Accounts	Daily. §§ 2.31, 5.1, 7.4, 8.1	Same as Bellevue. §§ 2.31, 5.1, 7.4, 8.1	Same as Bellevue. §§ 2.30, 5.1, 7.4, 8.1	Same as Bellevue. §§ 5.1, 7.4, 8.1	Same as Bellevue. §2.31. § 7.4, 8.1	Same as Bellevue. §§ 5.1, 7.4, 8.1	Same as Bellevue. §§ 5.1, 7.4, 8.1	Same as Bellevue. §§ 5.1, 7.4, 8.1

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Administrative Fee Charged to All Accounts	Periodic maintenance fee assessed to all MEBT I participants and deferred Accounts. Charged first to Employer Contribution Account, then pro rata to other Accounts. Fee is based on 3 year rolling average of annual plan expenses divided by number of MEBT I, MEBT II participants and Beneficiaries. Employer pays all fees for MEBT II. Method by Rules. §12.7, Admin. Rules	Same Bellevue except MEBT II also pay fees. § 12.7, Admin Rules.	Same Bellevue, except no MEBT II participate. § 11.7, Admin. Rules	Same Edmonds, except no fee for MEBT II. MEBT II Accounts will disappear as terminate and take distributions. § 12.7	Same Bellevue, except no fee for active MEBT II, and fee reduced by ½ for Council. § 11.7, Admin. Rules	Fee charged to Deferred Accounts only. Periodic maintenance fee will be assessed on all participants deferring distribution (terminated, retired, beneficiaries and alternate payees). Charged first to Employer Contribution Account. Fee is based on 3 year rolling average of annual plan expenses divided by number of MEBT I, MEBT II participants and Beneficiaries. §§ 7.1(c), 12.7	Same Bellevue, except no MEBT II participate. § 11.7	Same Bellevue, except no MEBT II participate. § 11.7

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Plan Committee	Five members, all appointed by the City Manager for five year terms. Four must be participants. § 12.1	6 members. Mayor appoints and City council confirms 2 members. Four members are elected from participants for 3 year terms and may be re-elected for an additional term. Elected includes 1 from Police, 1 from Exec/Admin and 2 from all other departments. § 12.1	7 members. City Mayor or designee holds one. Others elected from the membership for 3 year terms. May serve two terms. § 11.1	5 members. Employer appoints 2 members. 3 are elected by participants for a three year term. No term limits. At least 4 of the 5 must be participants. §12.1	5 members, all appointed by the City Manager for three year terms. 3 must be participating Employees § 11.1	Seven members, all appointed by the Employer. 1 must be the Finance Director. Five must be participants § 12.1	3 members, all appointed by the City Manager for 5 year terms. All must be participants § 11.1	3 members, all appointed by the Executive Director for five year terms. (3 year terms after initial appointments.) No term limits. 1 must be the Finance Director. Others need not be participants. § 11.1
Rollovers in to Plan	Yes. From 401(a) and conduit IRAs only. No – 457, 403(b), traditional IRA. Admin Rules § 16.1	Yes. From 401(a), 403(b) and traditional IRAs (pre-tax only). No 457 Admin Rules § 16.1	Yes. Same as Edmonds. Admin Rules § 15.1	Yes. Same as Bellevue Admin Rules § 16.1	Yes. Same as Bellevue Admin Rules § 15.1	Yes. From 401(a), 403(b) conduit IRAs. No 457 or traditional IRAs.. Admin Rules § 16.1	Yes. Same as Bellevue. Admin Rules § 15.1	Yes. Same as Edmonds. Admin Rules § 15.1

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Amendments to Plan Permitted by Committee	Any to maintain qualification or conform to other law and which don't increase Employer's contributions §12.5(g)	Same as Bellevue. §12.5(g)	Any to maintain qualification or conform to other law which don't increase Employer's contributions and those which in the Committee's opinion are in best interest after arranging a meeting of participants to comment on proposed amendments. §11.5(f) and (g)	Any which Committee determines (1) will facilitate Administration, (2) are in best interests of Participants and Beneficiaries, or (3) are necessary to maintain Plan qualification or conform to other law, and (4) which do not increase Employer's obligation. §12.5(g)	Same as Bellevue. §11.5(g)	Same as Kirkland. §12.5(g)	Same as Kirkland. §11.5(g)	Same as Bellevue. §11.5(g)