

**ADOPTION AGREEMENT FOR
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: City and County of Denver

Address: 201 W. Colfax Avenue

Street

Denver Colorado 80202

City

State

Zip

Telephone: (720) 913-5175

Taxpayer Identification Number (TIN): 84-6000580

2. **PLAN NAME.**

Name: City and County of Denver Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]]

a. **December 31.**

b. **Plan Year:** ending: _____.

c. **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

a. **New Plan.**

b. **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. November, 1980 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

d. September 27, 2022 (enter month day, year)

Special Effective Dates: (optional)

e. **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

a. **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable):

And will Matching Contributions be made with respect to Elective Deferrals?

1. **Yes.** See Question 16.
 2. **No.**

And will **Roth Elective Deferrals** be made?

3. **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
 4. **No.**

- c. **Nonelective Contributions.** See Question 17.

- d. **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. **No exclusions.** All Employees are eligible to participate.

- b. **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. **Hourly-paid Employees.**

3. **Leased Employees.** The Plan excludes Leased Employees.

4. **Specify:** The definition of Employee shall include any individual who is eligible to be a participant pursuant to Chapter 18, Article XIII, of the Revised Municipal Code. Any individual not categorized above shall be excluded from the definition of Employee as used herein.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. **Participate.** Permits Independent Contractors to participate in the Plan.

- b. **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

- a. Wages, tips and other compensation on Form W-2.
 b. Code §3401(a) wages (wages for withholding purposes).
 c. 415 safe harbor compensation.
 d. Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (*Choose one of e. or f.*):

- e. **No modifications.** The Plan makes no modifications to the definition.
- f. **Modifications** (*Choose one or more of 1. through 5.*):
1. **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
 2. **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.
 3. **Bonuses.** The Plan excludes bonuses.
 4. **Overtime.** The Plan excludes overtime.
 5. **Specify:** Subject to the following elections, Compensation for purposes of allocation of Salary Reduction Contributions means the amount of a Participant's current compensation at its present value paid by the City that is attributable to services performed for the City that is gross income in a taxable year for Federal income tax purposes (i.e. taxable income). Compensation does not include amounts excludable from gross income under Section 457 or other applicable sections of the Code.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g. **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
- h. **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):
- a. **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
 - b. **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):
 1. **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
 2. **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
 3. **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
 4. **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
 5. **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

- a. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age Normal retirement age shall be defined as: (1) The range of ages at which a Participant may retire pursuant to any of the City's retirement rules which allows retirement without reduced benefits and which, therefore, does not conflict with the term Normal Retirement Age as used in the Treasury Regulations promulgated under the Code; and (b) the age at which the Participant Separates from Service with the City, by reasons other than death, which is effective at or prior to age sixty-five (65) provided that Participant has attained normal retirement age in accordance with the laws and ordinances of the City; or (c) any other later date agreed upon by the Participant and the Committee that does not conflict with the requirements for an eligible Plan under the Code. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]
- b. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]

Special Provisions for Police or Fire Department Employees (*Choose c. and/or d. as applicable*):

- c. **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age Normal retirement age shall be defined as:

(1) The range of ages at which a Participant may retire pursuant to any of the City's retirement rules which allows retirement without reduced benefits and which, therefore, does not conflict with the term Normal Retirement Age as used in the Treasury Regulations promulgated under the Code; and (b) the age at which the Participant Separates from Service with the City, by reasons other than death, which is effective at or prior to age sixty-five (65) provided that Participant has attained normal retirement age in accordance with the laws and ordinances of the City; or (c) any other later date agreed upon by the Participant and the Committee that does not conflict with the requirements for an eligible Plan under the Code. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]

d. **Fire department employees.** [Plan Section 3.05(B)(3)] (Choose 1. or 2.):

1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age Normal retirement age shall be defined as: (1) The range of ages at which a Participant may retire pursuant to any of the City's retirement rules which allows retirement without reduced benefits and which, therefore, does not conflict with the term Normal Retirement Age as used in the Treasury Regulations promulgated under the Code; and (b) the age at which the Participant Separates from Service with the City, by reasons other than death, which is effective at or prior to age sixty-five (65) provided that Participant has attained normal retirement age in accordance with the laws and ordinances of the City; or (c) any other later date agreed upon by the Participant and the Committee that does not conflict with the requirements for an eligible Plan under the Code. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]

11. **ELIGIBILITY CONDITIONS (2.01).** (Choose one of a. or b.):

- a. **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

- b. **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (Choose one or more of 1., 2. or 3.):

1. **Age.** Attainment of age _____.

2. **Service.** Service requirement (Choose one of a. or b.):

- a. **Year of Service.** One year of Continuous Service.

- b. **Months of Service.** _____ month(s) of Continuous Service.

3. **Specify:** An employee who executes a Participation Agreement assenting to the provision of the Plan may participate in the Plan.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (Choose one of a. through d.):

- a. **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.

- b. **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.

- c. **Date of hire.** The Employee's employment commencement date with the Employer.

- d. **Specify:** _____.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (Choose one of a. or b.):

- a. **No limitations.**

- b. **Limitations.** (Choose one or more of 1., 2. or 3.):

1. **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (specify dollar amount or percentage of Compensation).

2. **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \$10 per pay period or 1% of compensation (specify dollar amount or percentage of Compensation).

3. **Specify:** _____.

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. **Permits.** Participants may make NRA catch-up contributions.
AND, Special NRA Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. will be taken into account in applying any matching contribution under the Plan.
 2. will not be taken into account in applying any matching contribution under the Plan.
- d. **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. will be taken into account in applying any matching contribution under the Plan.
 2. will not be taken into account in applying any matching contribution under the Plan.
- f. **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

- a. **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
1. **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 2. **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
 3. **Describe Application of Automatic Deferrals:** _____.
- c. **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows (*Choose one or more of a. through d.*):

- a. **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

- c. **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (*Choose one of e. through h.*):

- e. **Plan Year.**
 f. **Plan Year quarter.**
 g. **Payroll period.**
 h. **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (*Choose one of i. through l.*):

- i. **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
 j. **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
 k. **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
 l. **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of m. or n.*):

- m. **No allocation conditions.**
 n. **Conditions.** The following allocation conditions apply to Matching Contributions (*Choose one or more of 1. through 4.*):
 1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: (*Choose one*):

- a. **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
 b. **Fixed - Pro Rata.** _____% of Compensation.
 c. **Other.** A Nonelective Contribution may be made as follows:
 _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of d. or e.*):

- d. **No allocation conditions.**

- e. **Conditions.** The following allocation conditions apply to Nonelective Contributions (*Choose one or more of 1. through 4.*):
1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account (*Choose one of a. through e.*):

- a. **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. **Specify:** No more than 99% of the Participant's account balance may be distributed during the first 60 calendar days following the Participant's severance of employment date. However, distributions may not be commenced any later than April 1 of the year following the year of he Participant's Separation from Service with the City or the attainment of age seventy two (72), whichever is later. If the payment of benefits begins as the result of the death of the Participant, the Beneficiary or the legal representative of the Beneficiary may elect a payment option within ninety (90) calendar days after the death of the Participant, or within ninety (90) calendar days after the appointment of a legal representative for the Beneficiary.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution (*Choose one or more of f. through j. as applicable*):

- f. **Lump sum.** A single payment.
- g. **Installments.** Multiple payments made as follows: _____.
- h. **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. **Annuity distribution option(s):** _____.
- j. **Specify:** Payments can be made as a lump sum, partial lump sum, by installment, and any other method approved by the Committee.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan (*Choose one of k., l. or m.*):

- k. **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
 1. Mandatory Distribution. If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Rollovers in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include

amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. **Immediate.** As soon as practical following the Participant's death.
- b. **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 - 1. **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 - 2. **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 - a. **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 - b. **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 - c. **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$5,000.
 - 3. **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
 - 4. **Specify:** _____.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. **Apply.**
- b. **Do not apply.**
- c. **Specify:** All references to QDRO in the Plan shall be interpreted to reference a Domestic Relations Order (DRO) that is not Qualified under Code 414(p). All DRO's regarding the Plan shall comply with the requirements of Colorado Revised Statutes 14-10-113(6) (governing the division of 457 retirement benefits in Colorado), as supplemented, interpreted or clarified by the Committee for use in the Plan. The Committee shall create an approved standard form DRO for Participant use.

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. **Daily.** See Section 5.07(B)(4)(a).
- b. **Balance forward.** See Section 5.07(B)(4)(b).
- c. **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- d. **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
- e. **Directed Account method.** See Section 5.07(B)(4)(e).
- f. **Describe Earnings allocation method:** The Plan credits each Account the Account's actual earnings, unless the investment

is a stated "fixed interest" account. Fixed Interest accounts shall be credited an earnings rate or by using a formula as negotiated by the Committee.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. **Not apply the benefit accrual provisions of Section 3.13.**
- b. **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. **The Plan does NOT permit distributions for deemed severance of employment.**
- d. **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
 - 1. **All Contributions.** (skip to 25.)
 - 2. **Only the following contributions.** (select all that apply):
 - a. **Salary Reduction Contributions.**
 - b. **Nonelective Contributions.**
 - c. **Matching Contributions.**
- b. **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1. **Salary Reduction Contributions.**
- 2. **Nonelective Contributions.**
- 3. **Matching Contributions.**
- 4. **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

For vesting purposes, a "Year of Service" means:

5. _____

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

- c. **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1. **Salary Reduction Contributions.**

2. **Nonelective Contributions.**

3. **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (*Choose one of 4. or 5.*):

4. The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. **Specify:** _____.

Additional Provisions (*Choose d. if applicable*)

d. **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (*Choose one of the following*):

e. **Additional Contributions.** As the following contribution type (*Choose one of 1. or 2.*):

1. **Nonelective.** As an additional Nonelective Contribution.

2. **Matching.** As an additional Matching Contribution.

f. **Reduce Fixed Contributions.** To reduce the following fixed contribution (*Choose one of 1. or 2.*):

1. **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. **Matching.** To reduce the Employer's fixed Matching Contribution.

g. **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (*Choose as applicable; leave blank if not applicable*):

a. **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (*Choose a. or b., c. if applicable*):

a. **Custodial account(s).**

b. **Annuity contract(s).**

c. **Specify:** _____.

[*Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.*]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (*Choose one of a. or b.*):

a. **No additional Valuation Dates.**

b. **Additional Valuation Dates.** (*Choose one or more of 1., 2. or 3.*):

1. **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. **Specified Valuation Dates:** _____.

[*Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).*]

28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

- a. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

1. Use Employer address and telephone number.
 2. Use address and telephone number below:

Address: _____
Street

City State Zip

Telephone: _____

- b. Corporate Trustee

Name: Nationwide Trust Company

Address: 10 West Nationwide Blvd.

Street

Columbus Ohio 43215

City State Zip

Telephone: (614) 435-5633

AND, the Corporate Trustee shall serve as:

- c. a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. **Does not permit.**
 b. **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Rollover Contributions under Election 5.d. are made as follows:

Who may roll over (Choose one of a. or b.):

- a. **Participants only.**
 b. **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. **All**. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
 d. **Limited**. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

From any Eligible Retirement Plan eligible to be rolled into this Plan excluding non-Roth after tax contributions.

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. **Constant.** The Employer will withhold _____% of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

- 1. **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____of Compensation.
- 2. **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

- 1. A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

- 2. Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. **Yes, allowed.**

Effective Date (enter date)

- 1. In-Plan Roth Rollover Effective Date: _____

33. **In-Plan Roth Rollover Transfers.**

- a. **Yes, allowed.**

Effective Date (enter date)

- 1. In-Plan Roth Rollover Transfers Effective Date: _____

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

Separate Trust Agreement. An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: City and County of Denver

By: Zlatko Letica

Zlatko Letica, Chairman and Authorized Representative of the Denver Deferred Compensation Plan Committee

9/27/2022
DATE SIGNED