

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	5/30/2012	Requested Meeting Date:	6/4/2012
		Confirmed Meeting Date:	
Received by: Janet Alexander			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Midwest Deferred Compensation Specialists, LLC	
Name:	Amy Haupert	Telephone:	
Title or Position:	President - Midwest Deferred Compensation		
E-Mail:	Amy Haupert [amyhaupert001@gmail.com]		
Address:	299 North Madison Ave		
City:	Greenwood	State:	IN ZIP: 46142
Who will attend the meeting and present the request?			
Name:	Amy Haupert	Telephone:	(317) 883-4364
Title or Position:	President		
E-Mail:	amyhaupert001@gmail.com		
Please describe the purpose or title of your presentation.			
Proposed agreement between Midwest Deferred Compensation, Inc.(MDCS) and City of Franklin to introduce One America (AUL) 457 program a deferred compensation plan exclusive to government employees (similar to 401K)			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Midwest Deferred Compensation Specialists, Inc. Service Agreement			
2.			
3.			
4.			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at jalexander@franklin.in.gov or call 317-736-3609.

**MIDWEST DEFERRED COMPENSATION SPECIALISTS, INC.
SERVICE AGREEMENT**

This Agreement, entered into by and between Midwest Deferred Compensation Specialists, INC, 299 North Madison Ave., Greenwood, IN, an Indiana corporation (hereinafter "MDCS") and Franklin, Indiana (hereinafter "Client") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings, agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. RECITALS

MDCS and the Client enter into this Agreement after due deliberation and in light of the following considerations and circumstances, among others:

The Client provides or sponsors benefits for its eligible employees and beneficiaries.

The Client is responsible for various aspects of the employee's benefits and wishes to facilitate an investment program for its employees.

The Client has concluded that an independent, experienced financial service organization could assist them in evaluating the aspects of the Client's proposed or existing investment program and practices.

The Client has concluded that entering into this Agreement is in the interest of the Client and its employees and their beneficiaries.

MDCS has decided to enter into this Agreement to provide the services described below, pursuant to the stated terms and conditions.

II. SCOPE OF SERVICES

1. MDCS will introduce One America (AUL) 457 program, explain the importance of the program and ensure that all employees receive enrollment packages pertinent to the plan rules of the municipality.
2. MDCS will provide all employee education pertaining to the 457 program.
3. MDCS will explain the long-term benefits and advantages of using the tax-deferred program.
4. MDCS will offer a software program for Client to utilize with the employees that projects their potential account balances at retirement and show the differences of using this tax-deferred program vs. a traditional after-tax savings account.

5. MDCS will explain in layman's terms how a mutual fund works.
6. MDCS will provide experienced, professional and licensed registered representatives who are qualified to assist your employees, one on one, with their retirement questions and needs.
7. MDCS will assist Client's employees in deciding which investment options are the most suitable for their needs based upon certain areas of criteria our educators will obtain from each client.
8. MDCS will commit to an ongoing service schedule with regular visits to ensure all employees are at ease with the utilization of the 457 program.
9. MDCS will also be responsible for notifying new employees of the program providing MDCS is notified by the employer as to who the new employees are and where they can be located.
10. MDCS will provide amendments and updates to the Client in the event of IRS changes to the 457 Code that will affect the 457 Plan Sample Document offered by One America providing the client chooses to utilize said document.

Work Standards. MDCS agrees to perform its services by following and applying at all times high professional and technical standards. If the Client becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the Client may request in writing the replacement of any or all such individuals and MDCS will make such replacement within a commercially reasonable time of receiving said notice.

III TERM

The term of this Agreement will be for a period of _____ year(s) beginning with date of execution of this Agreement.

IV. DUTIES AND PARTICIPATION OF CLIENT

1. The Client agrees to play an active role in the beginning stages of MDCS' services at their city or town or county. Client will assist MDCS with facilitating and promoting the 457 Plan offered through AUL and serviced by MDCS. Client agrees to promote the program to their employees as a part of their benefit package.
2. The Client agrees to schedule and provide meeting space for the introductory meetings between the Client's employees and MDCS. MDCS recognizes that the business functionality of the Client may require multiple meetings and schedule flexibility.
3. Client agrees that the introductory meetings will be conducted while employees are "on-duty". MDCS is aware of the need of the employer to have its employee's in workplace

performing their duties, and to that end MDCS will limit the introductory meetings to no longer than thirty (30) minutes.

4. To ensure that all employees have an equal opportunity to participate in this program, the Client agrees that the employee attendance at initial meeting between the Client's employees and MDCS mandatory.
5. The Client agrees to notify their employees and schedule follow-up meetings or make time available to employees when MDCS returns to the Client's facility to do follow-up employee counseling.

V. WARRANTIES AND REPRESENTATIONS

MDCS acknowledges, represents and warrants that:

1. It is a duly organized Indiana corporation and is lawfully empowered to enter this Agreement and provide the services which, pursuant to this Agreement, it has agreed to provide;
2. The person executing this Agreement on behalf of MDCS is authorized to do so and hereby binds MDCS to all the terms of this Agreement.

VI. LIABILITY, LIMITS AND RELATED PROVISIONS

Client agrees that MDCS shall not be responsible for any losses, costs, expenses, damages, taxes, penalties, fines, charges demands, liabilities or obligations of any kind (including all court costs, reasonable attorney's fees, interest, penalties, amounts paid in settlement of claims, expenses and disbursements (hereinafter collectively referred to as "Losses") resulting from or relating to any of the following:

- a. Matters as to which MDCS does not properly have responsibility or authority, including matters that are outside the scope of this Agreement or are within the exclusive responsibility or authority of the Client or the Client's staff;
- b. Circumstances which ceased to exist prior to the effective date of this Agreement;
- c. Information and advice from the Client, or other representatives or service providers of the Client on which MDCS reasonably relied;
- d. Circumstances which MDCS took reasonable efforts to prevent, discover or remedy, and which nevertheless remain uncured or which, if MDCS sought to prevent, discover or remedy, would nevertheless remain uncured;
- e. The failure of employee of the Client, representative or service provider of the Client (i) properly to adopt or implement advice MDCS has rendered, (ii) properly to perform its or their duties, or (iii) adequately to provide MDCS accurate, timely, necessary or reliable information, cooperation, or services;

- f. The functions or responsibilities of other service providers to the Client, including any legal counsel, auditor, accountant, custodian, information technology or Clients analyst or consultant, or any retainer investment consultant or investment performance measurement firm.

VII. MISCELLANEOUS PROVISIONS

- a) This Agreement may be amended only by a written instrument executed by the parties hereto.
- b) The obligations of MDCS hereunder are solely corporate obligations, and no officer, director, employee, agent, shareholder, or controlling person will be subject to any personal liability whatsoever in connection with this Agreement, except to the extent otherwise required by law.
- c) This Agreement will be effective upon execution and governed and construed in accordance with the laws of Indiana to the extent not preempted by the laws of the United States of America, and suit, if any, must be brought in the State of Indiana. MDCS agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any relevant state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by MDCS and by the Client and MDCS to determine whether the provisions of the contract require formal modification.
- d) Waiver of Rights. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
- e) Independent Contractor. Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party. MDCS shall be responsible for providing all necessary unemployment and worker's compensation insurance for MDCS' employees.
- f) Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, MDCS and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. MDCS shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws,

regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

- g) Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.
- h) Confidentiality of Client Information. MDCS understands and agrees that data, materials, and information disclosed to MDCS may contain confidential and protected data. Therefore, MDCS promises and assures that such confidential and protected data, material, and information gathered, based upon or disclosed to MDCS for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of MDCS.
- i) Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the Parties shall use best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
- j) Termination for convenience. Whenever either party decides that it is in their best interest to terminate this Agreement, they may do so by notifying the other party in writing at least thirty (30) days prior to such termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

_____, City of Franklin, Indiana

_____, Midwest Deferred Compensation Specialists, INC.

_____ DATE