

**AMENDMENT
TO THE
Administrative Services Agreement(s)
for Plan Number(s)**

This Amendment to the Administrative Services Agreement(s) (“Agreement(s)”) for Plan number(s) _____ (the “Plans”) is entered by and between _____ (“Employer”) and ICMA Retirement Corporation (“ICMA-RC”), effective as of the date of execution by the Employer below (“Execution Date”).

WHEREAS, the Employer sponsors the Plans on behalf of its eligible employees and retirees;

WHEREAS, the Employer entered the Agreement(s) to engage ICMA-RC to provide administrative services and investments for the Plan under the terms specified in the Agreement(s);

WHEREAS, the parties wish to amend the Agreement(s) to provide for ICMA-RC to make available to the Employer a Plan Investments Report generated by UpTick Data Technologies, Inc. (“Uptick”); and

WHEREAS, Section 11(a) of the Agreement provides that the Agreement(s) may be amended pursuant to a written instrument signed by the parties.

NOW, THEREFORE, Employer and ICMA-RC agree to the following terms to be added to the Agreement(s):

1. ICMA-RC will make available the Plan Investments Report (“Report”) generated by Uptick. The Report shows how well selected funds have performed measured against certain Morningstar, Inc. metrics chosen by the Employer and can be used by the Employer to evaluate the funds made available by their retirement plan.
2. Employer understands that the Reports are generated by Uptick’s PlanXtra automated plan monitoring and reporting system. Employer agrees to complete the required forms in order to provide instructions on the available metrics the Employer wishes to include in the Report. ICMA-RC will enter the Employer’s instructions into PlanXtra and deliver to the Employer the resulting Report on a quarterly basis. Employer understands that they may change the criteria measured in the Report at any time.
3. Employer acknowledges and agrees that neither ICMA-RC nor Uptick are providing investment advice to the Employer or assume any responsibility for the investment options selected by the Employer for their retirement plan. Employer understands that information presented in the Report is based on publicly available information and is not a recommendation that any fund or other investment option be retained or removed from the retirement plan lineup.
4. Employer understands that ICMA-RC’s role with respect to the Report is to provide administrative and clerical support by serving as the interface between the Employer and Uptick. Employer understands that ICMA-RC may provide factual information regarding the contents of the report, including the different metrics that can be used,

but cannot advise the Employer on the selection or retention of any particular funds or other investment options.

5. Employer agrees to pay ICMA-RC a quarterly fee of \$125 for this service, which includes the cost of Uptick generating the Report and ICMA-RC transmitting client instructions to Uptick and distributing Report to the Employer. ICMA-RC will invoice the Employer quarterly and payment will be due within 30 days of the date of the invoice.

In all other respects, the Agreement is hereby ratified and affirmed.

IN WITNESS WHEREOF, Employer has caused this Amendment to be executed by its duly authorized officer this _____ day of _____, 2012.

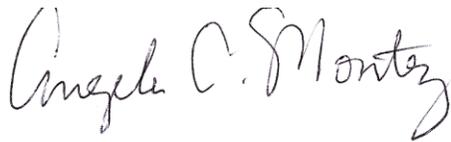
EMPLOYER

By: _____

Print Name: _____

Title: _____

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION



By _____

Angela C. Montez
Assistant Corporate Secretary