

**SUMMARY PLAN DESCRIPTION  
FOR  
HIDALGO COUNTY AFFILIATED DEPARTMENTS RETIREMENT  
PLAN**

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**INTRODUCTION**

Effective January 1, 1993, Hidalgo County Affiliated Departments established the Hidalgo County Affiliated Departments Retirement Plan for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security for your future.

This Summary Plan Description reflects the plan options as of January 1, 2022.

This Summary Plan Description is a brief description of your plan and your rights and benefits under the plan and is not intended to cover every plan provision. This Summary Plan Description is not meant to interpret or change the provisions of your plan. A copy of your plan is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). If you have any questions regarding either your plan or this Summary Plan Description, you should ask your plan administrator. If any discrepancies exist between this Summary Plan Description and the actual provisions of the plan, the plan shall govern.

## **GENERAL INFORMATION**

**Plan Name:** Hidalgo County Affiliated Departments Retirement Plan

**Employer:** Hidalgo County Affiliated Departments  
P.O. BOX 0117  
EDINBURG, TX 78540

**Employer Tax ID:** 74-2241951

**Three Digit Plan Number:** 001

**Type of Plan:** Cash or Deferred Profit Sharing Plan

**Administration Type:** Plan Administrator

**Plan Administrator:** Hidalgo County Affiliated Departments  
P.O. BOX 0117  
EDINBURG, TX 78540

**Plan Administrator ID Number:** 74-2241951

**Legal Agent:** Hidalgo County Affiliated Departments  
P.O. BOX 0117  
EDINBURG, TX 78540

Service of legal process may also be made upon a plan trustee or the plan administrator as listed herein.

**Trustees:**

Richard Cortez  
100 East Cano, 2nd Floor  
Edinburg, TX 78539  
(956) 318-2699

Jaime Longoria  
2524 N Closner  
Edinburg, TX 78539  
(956) 383-6250

P.R. Avila II  
1916 Tesoro Street  
Pharr, TX 78577  
(956) 787-8127

Teresa Flores  
1901 W State Highway 107  
McAllen, TX 78504  
(956) 383-0706

**Funding Arrangement:** Trust

<b>Plan Year:</b>	January 1st to December 31st
<b>Limitation Year:</b>	January 1st to December 31st
<b>Anniversary Date:</b>	December 31st
<b>Valuation Date:</b>	The last day of the plan year for pooled accounts and daily valuation for individual investment accounts Daily

## **PARTICIPATION IN YOUR PLAN**

In order to take advantage of the opportunities provided by your plan you must participate in the plan. There may be certain restrictions to your eligibility and participation. The following is information about how you can participate in the plan.

### **What types of contributions are available in the plan?**

The following contribution types are available in the plan:

1. Pre-Tax Elective Deferral: This type of contribution is also known as a 401(k) contribution, a salary deferral contribution, or an elective deferral contribution.
2. Employer Matching Contribution: In order to share in matching contributions, you must be making elective deferrals to the plan. Matching contributions, if any, are based on your elective deferrals.
3. Employer Non-elective Contribution: This type of contribution is also known as a profit sharing contribution. Your employer may, at its discretion, make a profit sharing contribution to the plan.

### **Who may participate?**

As an employee of Hidalgo County Affiliated Departments, you may participate in the plan once you have met the eligibility requirements.

### **Who is considered an employee?**

An employee is an individual who performs services for the employer as a common law employee, a self-employed individual who is treated as an employee, or a leased employee.

### **What are the eligibility requirements to become a participant in the plan?**

There may be different eligibility and entry date requirements for each contribution type under the plan. Meeting all the eligibility requirements for one contribution type does not automatically make you eligible for other contributions under the plan. You may begin participating under the plan once you have satisfied the eligibility requirements and reached your entry date. The following describes the eligibility requirements and entry dates that apply. You should contact the plan administrator if you have questions about the timing of your plan participation.

All Contribution Sources:

Excluded Employees:

There are no excluded employees for the purposes of receiving a contribution under the plan.

Eligibility Age Conditions:

There is no age requirement to be eligible to receive contributions under the plan. However, you will not actually participate for purposes of receiving a contribution until you have reached the entry date as described below.

Eligibility Service Conditions:

There is no service requirement to be eligible to receive contributions under the plan. However, you will not actually participate for purposes of receiving a contribution until you have reached the entry date as described below.

Elective Deferrals:

Entry Date:

For the purpose of receiving elective deferrals, your entry date will be the first day of each month next following the date you satisfy the eligibility requirements.

Matching Contributions:

Entry Date:

For the purpose of receiving a matching contribution, your entry date will be the first day of each month next following the date you satisfy the eligibility requirements.

Non-Elective Contributions:

Entry Date:

For the purpose of receiving a non-elective contribution, your entry date will be the first day of the plan year coincident with or next following the date you satisfy the eligibility requirements.

**What compensation will be used for my contributions in the plan?**

Compensation is defined as your total compensation that is subject to income tax and paid to you by the employer. Amounts paid to you after you terminate employment may or may not be included as compensation used to calculate your contributions as described below. If you are a self-employed individual, your compensation will be equal to your earned income from the employer. The following describes the adjustments to compensation that may apply for the contribution types permitted under the plan.

All Contribution Sources:

Compensation used to calculate your contributions for all sources under the plan will be determined as follows:

- \* wages and earnings under the simplified definition of Internal Revenue Code regulation 1.415(c)-(2)(d)(2).
- \* include compensation due to cafeteria plan deferrals under section 125, transportation compensation (section 132(f)(4)), 401(k) and 403(b) deferrals (section 402(e)), SEP deferrals (section 402(h)(1)(B)), 402(k) deferrals (section 408(p)), and 457(b) deferrals.
- \* include compensation for your first year of participation from your entry date as a participant.

**Is there a limit on compensation for plan purposes?**

The IRS limits the amount of compensation that may be taken into account for each participant for each plan year. For 2022, that limit is \$305,000. For future years, the limit is subject to cost-of-living increases as published by the IRS.

**Does plan compensation include monies paid to me during an absence or after my employment ends?**

Usually, only the amounts paid to you while you are an employee are considered plan compensation. However, the plan may consider certain types of pay as plan compensation, though paid during an absence or after you leave employment.

Compensation under your plan will include disability-related salary continuation payments.

If you are not actively working for the employer due to military service, but are receiving compensation (differential wage payments) as if you were working for Hidalgo County Affiliated Departments, those payments are included as compensation under your plan.

Payments you receive after terminating employment might be considered plan compensation, if they meet the definition of "post-severance compensation." To be considered post-severance compensation, the payment must be one that you would have received had employment continued, such as your salary or wages. Post-severance compensation does not include severance pay, or other amounts you receive only because your employment ended.

To be included in plan compensation, post-severance compensation must be paid to you by the later of the end of the limitation year in which your employment ends, or within 2-1/2 months after the date your employment ends.

Payments for unused accrued sick, vacation, or other leave that you would have been able to use if your employment had continued are included in your plan's post-severance compensation.

**How is service determined?**

Eligibility Service:

There are no eligibility service requirements for any source under the Plan.

Credited Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

Vesting Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave. You cannot earn more than one year of vesting service during a plan year.

**What is a year of service?**

Eligibility Purposes:

There are no eligibility service requirements for any source under the plan.

Credited Service Purposes:

You will earn a year of service for credited service purposes if you are credited with 1000 hours in the credited service computation period. The credited service computation period will be the plan year.

Vesting Service Purposes:

You will earn a year of service for vesting service purposes if you are credited with 1000 hours in the vesting service computation period. The vesting service computation period will be the plan year.

**What is a break in service for credited service purposes?**

Your plan uses credited service or a points allocation for contribution purposes. When you fail to complete more than 500 hours during the computation period, you incur a break in service. Thus, in any year in which you incur a break in service, you will not receive a year of credited service to be used for allocation purposes.

**What is a break in service for vesting purposes?**

When you fail to complete more than 500 hours during the plan year, you incur a break in service. If you have incurred a break in service, your vesting percentage will not increase for the period in which the break occurs.

However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work that number of hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

## **CONTRIBUTIONS**

As a plan participant, you can contribute your pay on a tax-deferred basis (that is, before federal income taxes are deducted). Your employer may also make contributions to the plan.

### **Your Contributions to the Plan:**

When you enroll in the plan, you may make your salary deferrals on a pre-tax basis. You will also select the percentage or dollar amount of your pay to be deducted as a pre-tax salary deferral. Your employer will deduct the amount you've elected from your paycheck in accordance with procedures established by your employer.

### **What are pre-tax salary deferrals?**

Pre-tax salary deferrals are deducted from your pay before federal income taxes are calculated. This reduces your taxable income by the amount you have elected to save under the plan. Since your taxable income is reduced, you pay less in current federal income taxes. This money is accumulated on a tax deferred basis until it is distributed from the plan. You should consult your plan administrator or tax advisor regarding treatment of salary deferrals for purposes of state and local taxes. See "Distributions" for additional information on tax consequences when you withdraw your money from the plan.

### **Are there limits to how much I can contribute?**

The IRS limits the maximum amounts that can be contributed on a pre-tax or after-tax salary deferral basis. For 2022, that limit is \$20,500. For future tax years, the limit is subject to cost-of-living increases as published by the IRS.

### **What is an automatic contribution?**

Your plan has an automatic contribution feature. These provisions apply to you if you do not have a deferral election on file.

If the arrangement applies to you, your compensation will be reduced by 7.00% which will be contributed to the plan as a salary deferral.

### **When can I expect my salary deferrals to be deposited?**

Salary deferrals are deposited in the trust as soon as reasonably possible, following guidelines issued by the Department of Labor.

### **When can I change my salary deferral election?**

You may make an election, or change an election at any time.

You may revoke your salary deferral election at any time.

### **What happens if I am contributing salary deferrals to another plan sponsored by a different employer?**

The overall limit on salary deferrals described above applies collectively to all plans in which you are a participant. If you participate in two or more plans (which include 401(k), Simplified Employee Pensions and 403(b) plans), that are sponsored by different employers, your total salary deferrals could exceed IRS limits for the year. Excess deferrals must be returned by the April 15th following the year in which the amount is deferred. If they are not, an excise tax applies. Your employer is not responsible for tracking the salary

deferrals made to plans sponsored by other employers. Therefore, in order to assure that the refund of excess deferrals is timely, you should designate which plan will refund excess deferrals.

If you elect to have this plan return any excess, you should notify the plan administrator so that the excess can be returned to you, along with any earnings, before April 15th following the year in which the deferrals were withheld.

**Does the plan accept rollovers?**

Direct and In-Direct Rollover contributions are permitted from all employees who do not fall into an excluded class of employees.

**Your Employer Contributions to the Plan:**

In addition to your salary deferrals, your employer may make other types of contributions to the plan, such as a profit sharing contribution, or a matching contribution.

**What are matching contributions?**

As an incentive to make salary deferrals to the plan, your employer may contribute a certain percentage or dollar amount. This additional employer contribution is known as a matching contribution.

**Which employee contributions are eligible to receive matching contributions?**

The following employee contributions are eligible to be matched and will be matched at the same rate, as described in the next few questions: Pre-tax Elective Deferrals, and Catch-up contributions.

**Are there requirements to receive the matching contributions?**

There are no allocation requirements to receive a matching contribution.

**How is the matching contribution determined?**

The amount of the match depends on your eligible employee contributions. Your employer will make a matching contribution equal to 100% of your eligible employee contributions that do not exceed 7% of your compensation.

**When can I expect the matching contributions to be allocated?**

The matching contributions made by your employer will be allocated to your matching contribution account as of the last day of each pay period.

**Are there plan limits on the amount of matching contributions a participant may receive?**

The following plan limitations will be applied to matching contribution a participant may receive. Matching contributions will be limited to:

1. 7% of compensation per plan year.

**What are profit sharing contributions?**

Your employer may contribute a profit sharing contribution to the plan each year in an amount, if any, as it may determine.

**Are there requirements to receive a profit sharing contribution?**

To be eligible to receive an allocation of profit sharing contributions, you must be employed on the last day of the plan year.

**Are there any allocation requirements waived for profit sharing contributions?**

There are no allocation condition waivers, you must meet all the allocation conditions described in the previous question to receive a profit sharing contribution.

**How is the profit sharing contribution determined?**

Your share of the profit sharing contribution is allocated as a flat dollar amount to be determined each plan year by your employer. This flat dollar amount is the same for all participants.

**When can I expect the profit sharing contributions to be allocated?**

The profit sharing contributions made by your employer will be allocated to your profit sharing contribution account as of the last day of the plan year.

**When can I expect the employer contributions to be deposited?**

The employer contributions to the trust are normally paid directly to the Trust either during the plan year or after the close of the plan year (within the time during which the employer has to file its federal tax return).

**When is a plan top heavy?**

The plan becomes top heavy if more than 60% of the account balances are attributable to "key employees". Key employees are certain highly compensated officers or owner/shareholders.

Each year, the plan administrator will make a top heavy determination.

**How will the plan operate in top heavy years?**

If your plan is top heavy, certain participants must receive a top heavy minimum allocation. The amount of the contribution is based on the total allocation to key employees for the plan year and may be zero.

This top heavy contribution is based on the amount of contribution that the key employees receive and may be zero.

**Does the plan allow in-plan Roth rollovers?**

The plan does not permit in-plan Roth rollovers.

## **VESTING**

Vesting is the non-forfeitable balance of your employer contribution account(s) that you will be entitled to receive after your employment with the employer ends. If you terminate employment before you meet the requirements for retirement, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of vesting service.

### **Is any of my service excluded for vesting purposes?**

No, all years of service with your employer except those excluded due to a break in service will be included in determining your vested account balance.

### **How is my vested percentage calculated?**

If you leave employment due to termination, you are entitled to a percentage of your employer contribution accounts along with earnings, based on the following schedules:

#### Employer Matching Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	33%
2 but less than 3	66%
3 but less than 4	100%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

#### Employer Profit Sharing Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	33%
2 but less than 3	66%
3 but less than 4	100%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

#### Employer Top-heavy Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	33%
2 but less than 3	66%
3 but less than 4	100%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

### **What vesting schedule applies to my other accounts?**

The following contributions along with earnings associated with these accounts will be 100% vested and nonforfeitable at all times:

1. Salary Deferrals (including Roth contributions)
2. Rollovers

**Does my vested percentage change for any reason?**

You will become 100% vested in all of your accounts if you are still employed when you die.

Additionally, you will become 100% vested in all of your accounts when you reach your normal retirement age.

**What happens if I terminate employment before I am fully vested?**

The non-vested portion of your account will be forfeited and used to offset employer contributions at the plan administrator's discretion in a nondiscriminatory and uniform manner.

The non-vested portion of your account that is forfeited may also be used to offset plan expenses or restore forfeited account balances of rehired employees.

The forfeiture takes place as of the end of the plan year in which you receive the final (complete) distribution of your distributable benefit or the end of the plan year of your 5th consecutive break in service. If you elect to receive less than your entire vested account balances from employer contributions, the portion forfeited will be prorated based on the portion of your total account balance distributed.

**What happens to my forfeited amounts if I am rehired into a position covered by the plan?**

If you were not vested (that is, 0% vested), when you severed employment, and you rejoin the plan before incurring a 5-year break in service, the amounts you forfeited will be restored as of your rehire date.

If you were partially vested (more than 0% but less than 100%), and received a distribution of your vested amounts, the forfeited amount may be restored. However, to restore the forfeiture, you must repay the full amount of your distribution of employer contributions by five (5) years after your rehire date, or if earlier, the date you incur a 5-year break following the date of the distribution.

If you are entitled to a restoration of your account balance that was forfeited, the plan will first use any forfeitures arising in the year of restoration. If that amount is not enough, the employer will make an additional contribution specifically allocated to your account.

**If I am rehired into a position covered by the plan, how is my vesting service calculated?**

If you were fully (100%) vested at the time your employment ended, you will resume participation and be 100% vested immediately, on your rehire date. This means that the vesting service you earned prior to severing employment (pre-break) will be added to the vesting service you earn after reemployment (post-break).

If you were not fully vested when your employment ended, your pre-break vesting service will be added to your post-break service, when you resume participation in the plan. Thus, your total years of vesting service are counted toward vesting in your employer account credited after your reemployment, and the employer account remaining in the plan from your prior period of employment, if any.

## **INVESTMENT ACCOUNTS**

The money you deposit, if any and any employer contributions are held in a trust, and placed into investment accounts, which are credited with gains and losses at each valuation date.

Separate accounts are set up for each different type of money, for example: 401(k) deposits, matching, discretionary, rollover, employer contributions (if any) and qualified non-elective contributions because there are different plan and IRS rules for each type of contribution.

### **What is the value of my account?**

The value of each of your accounts is established as of the valuation date under your plan. The valuation date is the last day of the plan year, and daily for pooled accounts.

As of the valuation date:

1. contributions may be added to your accounts (see "Contributions");
2. distributions you have received since the prior valuation date will be subtracted from your accounts;
3. plan expenses may be subtracted from your accounts; and
4. interest and/or dividends, if any, will be added to your accounts.

Also, current market values will be reflected in your accounts as of the valuation date. Depending on stock and/or bond market conditions, the value of your accounts may increase or decrease from one valuation date to the next.

### **How are my accounts invested?**

You may direct the investment of all of your accounts.

It is intended that your plan meet the requirements of ERISA section 404(c) by providing you with sufficient information for you to make informed investment choices. This information will be provided by the financial institutions managing the investment options. This means that you exercise control over the investments in your plan account, and you can modify those investment choices as your needs change or as you otherwise see fit. This allows you to invest in the way that best meets your personal goals. Therefore, the plan fiduciaries may be relieved of liability for losses that your account may experience as a result of your investment elections.

Please note that the trustee is considered the owner of all the assets held in the trust. The trustee, as owner of the securities and other trust property, has the exclusive right to vote the stock in the trust and exercise any other rights of ownership. As a plan participant, you merely have a beneficial interest in the trust and may not exercise the rights of ownership, as can the trustee.

### **Does my plan offer life insurance as an investment?**

No. Life insurance policies are not available as a plan investment.

### **May I take a loan from my accounts?**

Your plan permits loans. See Appendix 1 - Loan Policy attached to this SPD.

### **Where can I learn about the plan expenses?**

Reasonable administrative expenses of the plan and trust may be paid by the plan to the extent not paid by the employer. For more information on plan expenses, refer to your copy of the plan's expense policy, provided by the plan administrator.

## **DISTRIBUTIONS**

### **Does the plan allow for hardship distributions?**

Hardship distributions are not permitted.

### **Does the plan allow for in-service distributions?**

An in-service distribution is one that you receive while you are still employed by the employer. The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request an in-service distribution.

You may request an in-service distribution of all or a portion of all of your accounts if you have reached normal retirement age.

You may request an in-service distribution of all or part of your rollover account at any time.

All in-service distributions will be limited by the following:

- \* You must be 100% vested in all of your accounts.

### **What is my normal retirement age?**

You will reach the plan's normal retirement age when you reach the later of age 65 or the fifth anniversary of your participation in the plan.

Your normal retirement date is the first day of the month coincident with or next following the date normal retirement age is attained.

### **When will I receive my normal retirement benefits?**

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the date of your retirement, based on the preceding valuation date.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the date of your retirement, based on the preceding valuation date.

### **When will my beneficiary receive my benefits if I die?**

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the date of your death, based on the preceding valuation date.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the date of your death, based on the preceding valuation date.

### **When will I receive my benefits upon termination?**

Payment of your benefits from employer contribution accounts will begin as soon as practicable following your distribution determination date.

Your distribution determination date is your date of termination.

Payment of your benefits from your salary deferral account, and rollover account will begin as soon as practicable following your distribution determination date.

Your distribution determination date is the date of your termination.

**Does the plan have disability benefits?**

You will be considered disabled if the Social Security Administration has determined that you are eligible to receive Social Security disability benefits.

You become entitled to a distribution due to disability as of the date you terminate employment.

If it is determined you are entitled to a distribution due to disability, payment of your benefits will begin as soon as practicable following your termination based on your account value on the preceding valuation date.

**How might divorce or a Qualified Domestic Relations Order affect my benefits?**

Because your spouse has certain rights under your plan, you should immediately inform the plan administrator of any changes in your marital status.

In general, contributions made by you or your employer to this plan are not subject to alienation. This means they cannot be sold, used as collateral for a loan, given away or otherwise transferred. They are not subject to the claims of your creditors. However, they may be subject to claims under a Qualified Domestic Relations Order (QDRO).

A Domestic Relations Order is a court-issued decree or an order that allocates all or any portion of your plan benefits to your (former) spouse, your child, or other dependent. It is the plan administrator's responsibility to determine if a Domestic Relations Order is qualified (is a QDRO), as defined by law.

Distributions pursuant to a Qualified Domestic Relations Order are permitted on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order, even if you are employed and have not attained the "earliest possible retirement age" (as defined below).

For QDRO purposes, the "earliest possible retirement age" means the earlier of these two dates:

1. the date you are entitled to a distribution; or
2. the later of:
  - A. the date you reach age 50; or
  - B. the earliest date you could begin receiving benefits under the plan if you separated from service.

Participants and beneficiaries can obtain, from the plan administrator, without charge, a copy of the plan's procedures governing Qualified Domestic Relations Orders.

**How will I receive my distribution?**

You may elect a lump sum distribution.

**Will the plan automatically distribute any of my benefits?**

The plan will make a mandatory distribution if your vested account balance is \$5,000 or less. The distribution will be made as soon as administratively feasible. Any account balance that is from a rollover that you have transferred into the plan will be taken into account in the determination of your total vested account balance for purposes of the mandatory distribution threshold.

If you do not provide payment instructions, the plan will automatically roll your distribution over to an IRA if your account balance is greater than \$1,000. If your account balance is less than \$1,000, your vested account balance will be paid directly to you or your beneficiary. Any account balance that is from a rollover that you have transferred into the plan will be taken into account in the determination of your total account balance for purposes of the automatic rollover threshold. The plan administrator will notify you if the automatic rollover provisions apply to your distribution. After receiving this notice, you will have an

opportunity to decide whether you wish to receive your distribution directly in cash or roll it into an eligible retirement plan or IRA.

The automatic rollover will be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity.

### **What is a required minimum distribution?**

Under certain circumstances, the law requires that your distributions begin no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70th birthday) if you are a greater than 5% owner born before July 1, 1949. If you are not a greater than 5% owner, these distributions will be delayed until you retire. If you were born after June 30, 1949, age 70-1/2 is replaced with age 72 where it appears above. Your plan administrator will contact you if you are affected by this requirement.

### **How will my distributions be taxed?**

The benefits you receive from the plan will be subject to ordinary income tax in the year in which you receive the payment, unless you defer taxation by a "rollover" of your distribution into another qualified plan or an IRA. Also, in certain situations, your tax may be reduced by special tax treatment such as "10-year forward averaging."

VERY IMPORTANT NOTE: Under most circumstances, if you receive a distribution from this plan, twenty percent (20%) of your distribution will be withheld for federal income tax purposes, unless you instruct the trustees of this plan to transfer your distribution DIRECTLY into another qualified plan or an IRA. You must give these instructions to the trustees no more than 180 days before the date you receive the payment. Also, the trustees must wait at least 30 days after receiving your instructions before making the payment, to allow you time to change your decision, unless you waive the waiting period in writing.

In addition to ordinary income tax, you may be subject to a 10% tax penalty if you receive a "premature" distribution. If you receive a distribution upon terminating employment before age 55 and you don't receive the payment as a life annuity, you will be subject to the 10% penalty unless you roll over your payment. But, there is no penalty for payments due to your death or disability.

As the rules concerning "rollovers" and the taxation of benefits are complex, please consult your tax advisor before making a withdrawal or requesting a distribution from the plan. As required by law, the plan administrator will provide you with a brief explanation of the rules concerning "rollovers."

### **Who may I name as my beneficiary?**

The plan requires that your spouse be your primary beneficiary and receive 100% of your account balance on your death (see vesting section). You may name someone other than your spouse as your primary beneficiary only if your spouse gives written consent to your choice of beneficiary. A notary public or plan representative must witness your spouse's signature on the consent form. You have a right to designate your primary and contingent beneficiary or beneficiaries at any time by completing a beneficiary form that is provided to you or is acceptable to the plan administrator.

It is important that you keep your designation of beneficiary up-to-date. If you fail to designate a beneficiary, or if your beneficiary designation is not valid, or if all of your beneficiaries fail to survive you, then your benefits will be paid to your surviving spouse, or if none, to your surviving children in equal shares, or if none, to your other heirs or your estate, as the plan administrator selects.

Your designation of beneficiary does not expire; it is important that you keep your designation up-to-date as your circumstances change.

## **OTHER IMPORTANT INFORMATION**

### **Are my benefits protected?**

Except for the requirements of a Qualified Domestic Relations Order, your plan benefits are not subject to claims, indebtedness, execution, garnishment or other similar legal or equitable process. Also, you cannot voluntarily (or involuntarily) assign your benefits under this plan.

### **Can the plan be amended or terminated?**

The employer has reserved the right to amend or terminate the plan. However, no amendment can take away any benefits you have already earned. If your plan is terminated, you will be entitled to the full amount in your account as of the date of termination, regardless of the percent you are vested at the time of termination.

### **Does Pension Benefit Guaranty Corporation Insurance apply to this plan?**

The benefits provided by this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). Such insurance is only required under Title IV of the Employee Retirement Income Security Act (ERISA) for defined benefit pension plans.

### **What are the claims for benefits procedures under this plan?**

When you request a distribution of all or any part of your account, you will contact the plan administrator who will provide you with the proper forms to make your claim for benefits. Your claim for benefits will be given a full and fair review.

### **What is the waiting period for a non-disability claim?**

The plan administrator will notify you or your beneficiary of the denial within a reasonable period of time, but not later than ninety (90) days of the date your claim for benefits was received. The plan administrator may extend this deadline by up to ninety (90) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing of the reason for the delay and a date by which a final decision will be given (not more than one hundred and eighty (180) days after the receipt of your claim.)

### **What is the waiting period for a disability claim?**

If the claim is for disability benefits, the plan administrator will notify you or your beneficiary within a reasonable period of time, but not later than forty-five (45) days after the date your claim was received. The plan administrator may extend this deadline by up to thirty (30) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing before the end of the initial forty-five (45) day period.

If the plan administrator determines that, due to matters beyond the control of the plan, a decision cannot be made within that time, the period may be extended for up to an additional thirty (30) days. You or your beneficiary will be provided with notification prior to the expiration of the first thirty (30) day extension period of the circumstances requiring the extension and the date that the plan expects to make a decision.

After receipt of an extension notice the participant or beneficiary will have one hundred and eighty (180) days to appeal such denial. Upon receipt of such appeal, the plan administrator must act within forty-five (45) days.

### **What will I receive if the claim is denied in part or whole?**

The initial denial letter and any appeal denial letter will be provided to your or your beneficiary with the following information:

1. the standards on which the determination is being made
2. the unresolved issues that prevent the plan administrator from making the decision
3. the additional information that would be needed to allow the plan administrator to make the decision
4. reference to the plan provision(s) on which the denial is based
5. an explanation of the denial when the claim included a disability determination by the Social Security Administration or other third party disability payer, or any views of health care professionals, medical, or vocational professionals providing treatment or advice (regardless of whether the advice was relied upon)
6. an explanation of the scientific or clinical judgment for the determination if the denial is based on a medical necessity, experimental treatment, or similar exclusion or limit, or statement that the explanation is available free of charge upon request
7. all internal rules, guidelines, protocols, standards, or other similar criteria that were relied upon in denying the claim or a statement that such criteria do not exist
8. a statement that you are entitled to receive, upon request and free of charge, relevant documents

**What happens to my disability claim if I need to provide information?**

The plan administrator will notify you or your beneficiary if additional information is needed from you in order to complete the claim. You will have 45 days to respond with the needed information. The plan administrator's timing to process the claim will not be counted during this period.

**How do I appeal a claim denial?**

You or your beneficiary may file a written appeal of the claim denial within sixty (60) days (forty-five (45) days for disability claims) to the plan administrator. You may submit new information relating to the claim. The employer may hold a hearing or otherwise review facts as it deems necessary and shall make a decision, which shall be binding upon both parties.

The decision of the employer shall be made within sixty (60) days (forty-five (45) days for disability claims) after the receipt by the plan administrator of the notice of appeal, unless special circumstances require an extension of time for processing, in which case a decision of the employer shall be rendered as soon as possible but not later than one hundred twenty (120) days (ninety (90) days for disability claims) after receipt of the request for review.

In the case of an appeal denial letter, the letter must describe any contractual limitation period for a lawsuit and the expiration date for that limitation period along with a statement that the limitation period may not expire before the conclusion of the Plan's internal appeals process.

You may request a free of charge access to, copies of any information, records, and/or documents used to deny the claim.

Once you have exhausted the administrative remedies for claim, or the plan fails to establish or follow claims procedures consistent with plan regulations, it is your right to challenge the decision under section 502(a) of Employer Retirement Income Security Act of 1974 (ERISA) or other applicable law.

## **PARTICIPANT RIGHTS UNDER ERISA**

As a participant in Hidalgo County Affiliated Departments Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive information about your plan and your benefits:**

1. Examine, without charge, at the plan administrator's office all documents governing the plan and a copy of the latest annual report filed by the plan with the U.S. Department of Labor.
2. Obtain copies of all plan documents and other plan information upon written request to the plan administrator (the administrator may make a reasonable charge for the copies).
3. Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

### **Actions by Plan Fiduciaries:**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

### **Enforcing your rights:**

If your claim for a benefit is denied in whole or in part, you have the right to know why this was done and to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request written materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with your questions:**

If you have questions about your plan, you should contact the plan administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and

Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **APPENDIX 1 - LOAN POLICY**

Pursuant to the terms of Hidalgo County Affiliated Departments Retirement Plan (the "Plan"), the Plan Administrator has adopted a participant loan program as part of such Plan and Trust. All loans granted or renewed on or after the 1st day of January, 2016 will be made in accordance with the provisions specified in the Plan and under this Loan Policy. The Plan intends this loan program to comply with all applicable requirements of the Internal Revenue Code and the Department of Labor. Violating the terms of this Policy may cause a loan to be treated as a taxable distribution from the Plan.

### **Administration of Program.**

The following person (the "Loan Administrator") is responsible for the administration of this loan program. All loan requests and other inquiries should be delivered to:

Teresa Flores, P.R. Avila II, Jaime Longoria  
P.O. Box 0117  
EDINBURG, TX 78540  
(956) 318-2619

### **Application Procedure.**

The Loan Administrator will make loan applications available to any individual who has a vested interest under the Plan. An eligible individual, as defined within this Policy, may apply for a loan by returning a paper loan application.

Loan applications will be processed as soon as administratively feasible following receipt of the completed loan application.

The Loan Administrator will review the loan application for completeness. Incomplete applications will be returned and must be resubmitted for consideration. All loan applicants must meet the requirements of this Policy for consideration and approval. If the loan applicant fails to meet the requirements of this Policy and receives a loan disbursement, the loan will be treated as a "deemed distribution" and reported as taxable to the IRS.

### **Basis for Approvals.**

Loans are available to all actively employed participants.

Loans will be available without regard to any individual's race, color, religion, sex, age, or national origin.

Each application is reviewed on a nondiscriminatory basis. However, its approval will depend on the applicant's creditworthiness, financial need, and the purpose and terms of the loan.

In addition, if a participant submits a loan application at a time when a decision concerning a domestic relations order is pending or the Plan Administrator is on notice that divorce is in progress, the loan request will be placed on hold until the order is finalized or the determination period expires.

Once the loan is approved, a Promissory Note will be generated and issued to the applicant. The applicant must sign the Promissory Note to acknowledge and document receipt of the loan disbursement from the Plan and to affirm such applicant's obligation to make the required repayments.

### **Spousal Consent.**

If a married participant submits a loan application spousal consent must be obtained no earlier than 90

days before the date on which the loan is processed and secured. The consent must be in writing and properly executed on the loan application and Promissory Note. The participant's spouse is required to acknowledge consent to the participant's pledge and assignment of 50% of the participant's vested interest in the Plan; and to the effect such consent will have on the benefit that would otherwise be paid under the Plan, in the event of a default. The spouse must sign the consent in the presence of a Notary Public or the Plan Administrator who can attest to the spouse's willingness to consent and endorse the loan documents. A new consent must be obtained if the amount of a loan is increased or if a loan is renegotiated, extended, renewed or otherwise revised.

### **Terms of the Loan.**

Subject to the limitations on the amount of any loan, a participant may request a loan for one of the following reasons:

- \* Acquiring (excluding mortgage payments) a principal residence for the participant.
- \* Preventing eviction from the participant's principal residence and/or foreclosure on the mortgage on the participant's principal residence.
- \* Paying expenses for repair of damage to the participant's principal residence that qualify for the casualty deduction (as defined in IRC 165, determined without regard to whether the loss exceeds 10% of adjusted gross income).
- \* Paying deductible medical expenses (described in Section 213(d) of the Internal Revenue Code) incurred by the participant or the participant's spouse or dependents.
- \* Paying tuition for the next semester or quarter of post-secondary education for the participant or the participant's spouse, children or dependents.
- \* One or any combination of the following purposes: (1) the purchase, construction or improvement of a residence or other real estate; (2) the purchase of a vehicle (including an automobile, van, truck or recreational vehicle); (3) tuition and other educational expenses; (4) medical and dental expenses; or (5) funeral expenses of a family member..

### **Loan Amounts.**

The Loan Administrator will determine the available loan amount at the time the loan request is approved. The maximum amount of any loan is the lesser of 50% of the participant's vested interest minus any existing loan balance, or \$50,000 reduced by the participant's highest outstanding loan balance in the previous twelve months even if all or a portion of this amount has been repaid.

To calculate the maximum loan amount, the participant's vested interest in all plans established or maintained by the employer or a related employer of the employer will be considered. Notwithstanding, the Plan limits the minimum amount of any loan to \$1,000.

An individual may have no more than one loan outstanding at any one time. Refinancing of an existing loan is not permitted.

### **Sources for a Loan - Accounts and Investment Options.**

The Loan Administrator will select the accounts and investment fund or funds from which the amount necessary to grant the loan will be taken in a nondiscriminatory manner. However, the loan will not be taken from any insurance policies.

Loans may be taken from all vested participant accounts.

The loan will be established as a participant directed investment in the Plan. During the term of the loan, each scheduled principal and interest repayment will be made to this loan account until the entire loan is paid in full.

### **Interest Rate and Fees.**

Interest will be charged on each loan. From time to time, the Loan Administrator will review the interest rate charged for loans, with the intention of providing the Plan with a return commensurate with the interest rates that a commercial lender would charge for loans made under similar circumstances. The interest rate for a loan will take into account the creditworthiness of the participant and the terms of the loan.

The interest rate on the loan will be the prime rate as used by The Wall Street Journal adjusted by 2 percentage point(s). The prime rate will be determined

Once the interest rate is determined, the amount of the loan will be amortized according to the selected repayment terms. Each repayment will include both principal and interest until the loan is no longer outstanding in the Plan.

To cover the added administrative costs associated with processing and maintaining a loan under the Plan, the participant will be charged a \$110.00 loan processing fee, and quarterly, a loan maintenance fee of \$20.00, until the loan is paid in full. In addition, the loan maintenance fee will be charged for all years in which the loan remains in default. Fees are deducted from the account(s) from which the loan is taken.

### **Security for a Loan.**

All loans must be adequately secured with at least 50% of the participant's vested account balance in the Plan. The security interest will be determined and measured at the time the loan is granted. The participant must secure each loan with an irrevocable pledge and assignment of at least 50% of such participant's vested account balance under the Plan.

### **Repayment Terms.**

With limited exceptions, the Internal Revenue Code requires a loan to be repaid through level installment payments at least quarterly, over a period not to exceed 5 years.

Under this Loan Policy, a loan is required to be repaid within 5 years, starting from the payment date outlined in the Promissory Note.

However, if the loan application is for a residential loan and the Loan Administrator confirms that there is sufficient documentation that the entire proceeds of the loan will be used to acquire a dwelling unit that will be used as the participant's principal residence, within a reasonable time, then this residential loan must be repaid within 10 years of the original date of the loan.

A principal residence is a house, apartment, condominium, or mobile home (not used on a transient basis) established and used as the participant's principal dwelling unit.

Loans are to be repaid based on substantially level amortization over the term of the loan with payments made each pay period.

Loan payments will be made through payroll deduction, and by cashier's check or money order.

### **Early Payoff.**

The participant may elect, in writing to the Loan Administrator, to accelerate loan payments, by making one or more scheduled payments early.

### **Special Provisions for Military Service.**

The Loan Administrator may temporarily suspend loan repayments, if the participant is not actively employed due to a qualified military leave or because the participant is performing service in the uniformed services (as defined in chapter 43 of title 38 United States Code). In addition, the period of military suspension will extend the original loan term.

Once the military service has ended, loan repayments must resume. The loan must be repaid in full by the end of its original term plus the period of military service.

For example, if the loan was due in 5 years, and the military leave was for 18 months, then the Loan Administrator would extend the 5 year term by the length of the military leave. The final installment payment would be due within 6 years and 6 months of the date the loan was originally issued.

In addition, upon receipt of proper notice of active military service, if the interest rate for an outstanding loan exceeds 6%, the Loan Administrator will reduce the interest rate on such loan to 6% during the period of military service.

#### **Repayment upon Termination.**

#### **Repayment upon Termination.**

When the participant no longer works for the employer sponsoring the Plan, the Plan permits a terminated participant, who has elected to defer receipt of a final distribution, to continue making scheduled installment payments on the participant's outstanding loan. The participant must contact the Plan Administrator for repayment options.

#### **Default and Offset.**

A loan is in default when a scheduled installment payment has not been received by the scheduled due date. If the participant fails to arrange for the repayment of the missed payment, in a manner that is reasonably acceptable to the Loan Administrator, the remaining principal and accrued interest on the loan will be declared due and payable. The missed payment must be received by the end of the "cure period". The end of the cure period will be the last day of the calendar quarter following the calendar quarter in which the scheduled installment payment was due. After this date, the Loan Administrator will notify the participant in writing that the loan is in default.

The outstanding loan (including accrued interest) will become taxable and treated as a "deemed distribution". A deemed distribution means the entire outstanding loan balance is immediately due and the Loan Administrator will report and process the outstanding loan amount as a taxable distribution from the Plan. The defaulted loan (outstanding principal plus accrued interest thru the date the loan was deemed distributed) will be reported as taxable income on IRS Form 1099-R. It will be subject to federal and state income taxes, and a 10% additional tax on early distributions if the default occurs before age 59-1/2. This amount will not be eligible for rollover to another employer plan or IRA.

The participant is still under an obligation to the Plan to repay the loan. Therefore, the Promissory Note will remain outstanding and interest will continue to accrue. This outstanding loan obligation will be offset against the participant's vested account balance when the participant is eligible to take a distribution of their account balance for the sources that were used to fund the loan.