

**AN ORDINANCE AND ADOPTION AGREEMENT AMENDING THE
CITY OF GRIFFIN CODE OF ORDINANCES
CHAPTER 64 – PERSONNEL – ARTICLE XXI –
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED; TO
PROVIDE FOR SEVERABILITY, TO RESTATE AND REAFFIRM THE
CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL
CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.**

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Griffin, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Griffin, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 17

SEC. 64-320. - GMEBS DEFINED benefit retirement plan Adoption agreement.

(a) *Administrator*

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

(b) *Adopting Employer.*

City of Griffin, Georgia.

(c) *Governing authority.*

Name: Board of Commissioners of the City of Griffin
Address: P.O. Box T, Griffin, GA 30224-0046
Address: 100 South Hill Street, Griffin, GA 30223
Phone: (770) 229-6408
Facsimile: (678) 692-0403

(d) *Plan representative.*

To represent Governing Authority in all communications with GMEBS and Employees
Name: Human Resources Director
Address: P.O. Box T, Griffin Georgia 30224-0046
Address: 100 South Hill Street, Griffin, GA 30223
Phone: (770) 229-6408
Facsimile: (678) 692-0403

SEC. 64-321. - Pension committee.

Members should be designated by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan

Position: Chairperson of the Board of Commissioners or Commissioner designee

Position: City Manager

Position: City Attorney

Pension Committee Secretary:

Human Resources Director
Address: P.O. Box T, Griffin, GA 30224-0046
Address: 100 South Hill Street, Griffin, GA 30223
Phone: (770) 229-6408
Facsimile: (678) 692-0403

SEC. 64-322. – Type of Adoption.

This Adoption Agreement is for the following purpose:

This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows: To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.

SEC. 64-323. - Effective date.

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be February 25, 2020.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on November 29, 2017.

The Employer's first Adoption Agreement became effective April 16, 2005. The Employer's GMEBS Plan was originally effective April 16, 2005. Originally a non-GMEBS Plan, the Employer's non-GMEBS Plan was originally effective March 27, 1941.

SEC. 64-324. - Plan year.

Plan Year means Employer Fiscal Year commencing July 1 – June 30.

SEC. 64-325. - Classes of eligible employees.

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

- (a) Eligible regular employees.
Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan:

All regular employees except for the following: Any person who is or becomes classified as a part-time, seasonal, or temporary employee under the City of Griffin's Personnel Policy (in effect as of April 16, 2005 or as amended in the future), shall not be (or no longer be) eligible to participate in the Plan. (See General Addendum subsection 15(a) for additional provisions.)

- (b) **Elected or Appointed Members of the Governing Authority.**
An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

Elected or appointed members of the Governing Authority who hold office on or after November 29, 2017, are eligible to participate in the Plan.

- (c) *Municipal Legal Officers.* Municipal legal officers are not eligible to participate in the Plan.

SEC. 64-327. - Eligibility conditions.

- (a) Hours per week (regular employees).
The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

Other: 30 hours/week (regularly scheduled) and at least 1,500 hours per year (regularly scheduled) (must not exceed 40 hours/week regularly scheduled)

- (b) Months per year (regular employees).
The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees: No minimum.

Sec. 64-327. - Waiting period.

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

Sec. 64-328. - Establishing participation in the Plan.

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional: Participation is optional for the following Eligible Employees: Participation is optional for City Managers, Assistant City Managers, and Department Managers initially employed after April 16, 2005, subject to the requirements described above concerning election to participate. If a former employee who terminated prior to April 16, 2005 is rehired as a City Manager, Assistant City Manager, or Department Manager after April 16, 2005, and did not previously participate under the City's defined benefit retirement plan in effect prior to April 16, 2005 (hereinafter "Predecessor Plan"), he or she may not participate under this Plan. Participation is mandatory for the City Manager, Assistant City Manager, and Department Managers employed as of April 16, 2005 (referred to below as "Current Managers"). If a Current Manager has not previously participated under the Predecessor Plan, he or she shall commence participation under this Plan as of April 16, 2005. Current Managers shall receive credit under this Plan for full-time service (at least 30 hours per week) performed for the City prior to April 16, 2005.

Sec. 64-329. – Credited service.

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

(a) Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) *Eligible Employees Employed on Original Effective Date of GMEBS Plan.*

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the

Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows: All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) *Previously Employed, Returning to Service after Original Effective Date.*

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows: All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

Other limitation(s) on Recognition of Credited Past Service: Credited Past Service shall not include service as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on November 29, 2017.

(3) *Eligible Employees Initially Employed After Effective Date.*

If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) *Newly Eligible Classes of Employees.*

If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

(b) **Prior Military Service**

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) *Credit for Prior Military Service.*

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master

Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows: Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).

(c) **Prior Governmental Service**

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) *Credit for Prior Governmental Service.*

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows: Prior governmental service is **not** creditable under the Plan (**if checked, skip to Section 13.D. – Unused Sick/Vacation Leave**).

(d) **Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

(1) *Credit for Unused Paid Time Off.*

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as

Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off: Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).

Sec. 64-330. – Retirement eligibility.

(a) Early Retirement Qualifications

Early retirement qualifications are:

- (1) Attainment of age **55**
- (2) Completion of **10** years of Total Credited Service

(b) Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

Regular Employees

Normal retirement qualifications for Regular Employees are:

- (1) Attainment of age **65**
- (2) Completion of **5** years of Total Credited Service

(c) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are:

- (1) Attainment of age **65**
- (2) Completion of **5** years of Total Credited Service

(d) Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

(1) *Alternative Normal Retirement Qualifications:*
Alternative Minimum Age & Service Qualifications are as follows:

- (i) Attainment of age **55**
- (ii) Completion of **25** years of Total Credited Service

This alternative normal retirement benefit is available to: All Participants who qualify.

- (2) Other Alternative Normal Retirement Benefit for Public Safety Employees Only.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Rule of 75 with a minimum age of 50. This alternative normal retirement benefit is available to:

Only the following public safety employee Participants Participants who are Police Officers or Firefighters, as defined in the Master Plan Section 2.51 and 2.34 respectively.

A public safety employee Participant is required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

- (e) **Disability Benefit Qualifications**

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service:

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): The Participant must have at least 5 years of Credited Service and must have become an Employee of the City before July 1, 1995 (See General Addendum Section 15(b) for additional requirements).

Sec. 64-331. – Retirement Benefit Computation

- (a) **Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is: Not limited.

(b) **Monthly Normal Retirement Benefit Amount**

(1) **Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of:

(i) *Flat Percentage Formula:*

2.0% of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to: Only the following Participants: All Participants who are Regular Employees who are in Service with the City on or after July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005 under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005 (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 15(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).

(ii) *Alternative Flat Percentage Formula:*

1.5% of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants: All Participants who are Regular Employees who are in Service with the City on or after November 29, 2017, and who Terminate prior to July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005 under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005 (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 15(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).

(2) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows: **\$25.00** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to: All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

(c) Monthly Early Retirement Benefit Amount

(1) Standard Early Retirement Reduction Table. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to: All Participants.

(d) Monthly Late Retirement Benefit Amount:

(1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

(e) Minimum Disability Benefit.

The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit: No minimum is established.

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

(f) Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects: No minimum or maximum applies.

Sec. 64-332. - Suspension of Benefits following bona fide separation of service; cola.

(a) Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) *Reemployment After Normal or Alternative Normal Retirement.* In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply:

(i) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

(2) *Reemployment After Early Retirement.*

In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply: The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to: All Retired Participants.

(b) **Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following: Fixed annual cost-of-living adjustment equal to **3.0%**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries): Other: All Participants (and their Beneficiaries) who were initially employed before July 1, 2018. All Participants (and their Beneficiaries) initially employed on or after July 1, 2018, will have no cost-of-living adjustment.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1).

Sec. 64-333. – Termination of employment before retirement; vesting.

(a) *Eligible Regular Employees*

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule: **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of **10** years of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

(b) *Elected or appointed members of the governing authority.*

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule: Benefits shall be 100% vested after the Participant has a minimum of 8 years of Total Credited Service. Benefits remain 0% vested until the Participant satisfies the minimum.

Sec. 64-334. – Pre-retirement death benefits

(a) **In-Service Death Benefit**

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement:

- (i) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements: The Participant must be vested in a normal retirement benefit.

(b) **Terminated Vested Death Benefit**

The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit:

- (i) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.

Sec. 64-335. – Employee contributions.

(a) **Employee contributions:** Are required in the amount of **2.0 % (insert percentage)** of Earnings for Participants in the following classes: Employee Contributions are required for all Eligible Regular Employees who are in Service with the City on or after July 1, 2018. Contributions are not required for elected or appointed members of the Governing Authority. See General Addendum subsection 15(o) concerning withdrawal and repayment of Employee Contributions by Eligible Regular Employees initially employed prior to July 1, 2018.

(b) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects: To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

(c) **Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions. Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

Sec. 64-336. – Modification of the terms of the adoption agreement.

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

Sec. 64-337. – Termination of the adoption agreement.

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

Sec. 64-338. – Employer adoption and authorization for amendments.

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of approval by the Governing Authority.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Griffin, Georgia this 24th day of March, 2020.

Attest:
City Clerk

CITY OF GRIFFIN, GEORGIA
Mayor

(SEAL)

Approved:
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System
Secretary

(SEAL)

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Griffin, Georgia, as follows (complete one or more sections, as applicable):

*** Items (1) and (5) of General Addendum – Not Applicable ***

(6) **Modified Definition of Earnings.** For purposes of determining Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding perquisites or allowances for use of a car or house rent (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify): _____.
- (f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify):
_____.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section including but not limited to the amount(s) paid and the date of such payment(s).

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

***** Items (7) through (14) of General Addendum – Not Applicable *****

- (15) **Other** (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02) (must specify):
- (a) **Eligibility and Credited Service for Reclassified Employees** – If a temporary or seasonal employee is reclassified as a regular, full-time employee under the City's personnel policies, then the Employee may commence participation in the Plan as of the effective date of said reclassification, and the Employee may receive credit for prior full-time service (at least 30 hours per week) as a temporary or seasonal employee.
 - (b) **Definition of Disability; Disability Qualifications** - Notwithstanding any provision of the Master Plan or Adoption Agreement to the contrary, disability retirement benefits shall be administered in accordance with and subject to the provisions of Section 19A-2.4 of the retirement benefit plan for City employees, as adopted by the Board of Commissioners on June 13, 1995 as ordinance number 95-8, and published in the 1968 City Code of Griffin, Georgia, as Chapter 19A (hereinafter referred to in this General Addendum as "the Predecessor Plan"). The terms of said Section 19A-2.4 are incorporated herein by reference; provided, however, that: 1) the Pension Committee as defined in Section 5 of the Adoption Agreement, not the Board of Trustees, shall be responsible for determining whether a Participant is eligible for disability retirement benefits under Section 19A-2.4 and for approving applications for said benefits; and 2) the amount of the disability benefit shall be computed in the same manner as the Normal Retirement benefit as provided in Section 15(B) of the Adoption Agreement. For purposes of determining eligibility for benefits, the definition of "Total Disability" and "Total Disability Benefit" in Section 19A-1 of the Predecessor Plan shall control, notwithstanding any provision in the Master Plan or Adoption Agreement to the contrary.
 - (c) **Retirement Formula under Predecessor Plan; "Basic Compensation" Table** - Participants who are vested as of April 15, 2005 under the terms of the Predecessor Plan are entitled to receive a monthly Retirement benefit that is no less than the monthly retirement benefit that would be payable under the terms of the Predecessor Plan. The benefit that would be payable under the terms of the Predecessor Plan shall be determined in accordance with the applicable provisions of Section 19A-1 and 19A-2.2 of the Predecessor Plan, without taking into account subsections (b) or (c) of Section 19A-2.2. For purposes of determining the benefit that would be payable under the terms of the Predecessor Plan, "Basic Compensation" shall be as defined in Section 19A-1 of the Predecessor Plan, utilizing the table contained in said definition.

- (d) **Cost-of-Living Adjustment** - As of July 1, 2005 and each July 1 thereafter, each Retired Participant and Beneficiary who is receiving a Retirement, Disability, or death benefit as of said date shall be entitled to receive a three percent (3%) Cost-of-Living Adjustment in his or her monthly benefit payment. The monthly benefit payable immediately prior to July 1, 2005, and immediately prior to each July 1 thereafter shall be multiplied by .03 and the resulting amount shall be the adjusted monthly benefit payable for the ensuing 12-month period (July 1 – June 30). If as of any July 1, a Retired Participant or Beneficiary has not been receiving monthly benefits for the entire preceding 12-month period, he or she will receive a pro rata adjustment based on the number of monthly payments received for the preceding 12-month period (e.g., if 6 monthly payments have been made as of July 1, the adjustment will be 1/2 of 3% or 1.5%). The annual Cost-of-Living Adjustment will first be included in monthly benefit checks for the month of July, which will be issued at the end of said month. If a Participant or Beneficiary's monthly benefit payments commence as of July 1 in any year, the first annual 3% adjustment will be made the following July 1. Except as provided in this section and notwithstanding any provision of the Predecessor Plan to the contrary, no other Cost-of-Living Adjustments, bonus adjustments, or other adjustments will be made on or after April 16, 2005. Notwithstanding the foregoing, no Cost-of-Living Adjustment shall apply to benefits payable to Participants (or their Beneficiaries) initially employed on or after July 1, 2018.
- (e) **Retirement Benefits for Terminated Vested Employees** - With respect to payment of Retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005 and who do not return to employment with the City (hereinafter referred to as "terminated vested employees") shall be governed by the terms of the Predecessor Plan in effect as of the date of their termination, except as otherwise provided in this subsection 15(d). Early Retirement benefits and the Rule of 75 Alternative Normal Retirement benefit shall not be payable to or on behalf of said terminated vested employees. Monthly benefit payment options available to terminated vested employees who become eligible for a Normal Retirement benefit shall be the same as those available to Participants under the GMEBS Master Plan. Actuarial assumptions and factors used to determine Retirement or survivor benefits payable to or on behalf of terminated vested employees shall be those specified in the GMEBS Master Plan. In determining the monthly Normal Retirement benefit amount payable to terminated vested employees and the Normal Retirement date upon which said benefit becomes payable, GMEBS is directed to utilize the listing of inactive vested employees provided to GMEBS by the City which reflects the Normal Retirement benefit amount and Normal Retirement date for each terminated vested employee. Provided, however, that this provision shall not create a duty to notify terminated vested employees of their entitlement to a Normal Retirement benefit or a duty to pay Normal Retirement benefits until application for said benefits is made by the terminated vested employee.

- (f) **Pre-Retirement Death Benefits** - The "Auto A" in-service pre-retirement death benefit (see Adoption Agreement subsection 18(A)) and the "Auto A" terminated vested death benefit (see Adoption Agreement subsection 18(B)) shall be payable in accordance with the provisions of the Master Plan and Adoption Agreement, notwithstanding any provision of the Predecessor Plan to the contrary. With respect to Participants who terminate prior to November 15, 2017, if the Pre-Retirement Beneficiary to whom the pre-retirement benefit is payable is a Child as defined in Section 2.12 of the Master Plan, then the Auto A death benefit otherwise payable to the Child will be actuarially adjusted to provide for payment until the Child attains age 22, or if later, until the 5th anniversary of the Participant's death; if the child dies before benefits are due to cease under this provision, no further benefits will be payable. The age 22 or 5th anniversary cutoff, as applicable, shall not apply with respect to death benefits payable to a Child with respect to Participants who terminate on or after November 15, 2017; provided, however, that monthly benefits shall be reduced in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and any other applicable federal law or regulation. Pre-retirement benefits will not be paid in the form of a single lump sum, except as otherwise provided by the Master Plan with respect to small benefit cash-outs.
- (g) **Pre-Retirement Death Benefits for Terminated Vested Employees** - Notwithstanding any provision of the Predecessor Plan to the contrary, with respect to payment of pre-retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005 and who do not return to employment with the City (hereinafter "terminated vested employees") shall be governed by the terms of subsection 15(e) above, except as otherwise provided herein. Notwithstanding subsection 15(e) above, the pre-retirement death benefit payable to terminated vested employees shall be equal to the survivor's portion of the actuarial equivalent 50% joint and survivor annuity as described in the GMEBS Master Plan, which shall be calculated based upon the Normal Retirement benefit amounts reflected in the listing of inactive vested employees provided to GMEBS by the City. If the Pre-Retirement Beneficiary to whom the death benefit is payable is the terminated vested employee's Spouse as defined in Section 2.62, then the Spouse may defer receipt of the death benefit until what would have been the terminated vested employee's normal retirement date. If the Pre-Retirement Beneficiary is not the Spouse, the death benefit shall be payable as of the first day of the month coinciding with or following the date of the terminated vested employee's death. The death benefit will be actuarially reduced to reflect payments made prior to the date that would have been the terminated vested employee's normal retirement date. Actuarial assumptions and factors used to determine pre-retirement death benefits payable on behalf of terminated vested employees shall be those specified in the GMEBS Master Plan. This provision shall not create a duty to notify terminated vested employees or their beneficiaries of their entitlement to a pre-retirement

death benefit, nor shall it create a duty to pay pre-retirement death benefits until application for said benefits is made by the terminated vested employee.

- (h) **Timing of Distributions** - Distribution of Retirement benefits will commence as of the Participant's effective Retirement date as determined under the GMEBS Master Plan, but in no case before a Participant files a claim for benefits. Notwithstanding Section 19A-4.2 of the Predecessor Plan, monthly Retirement benefit payments will not be pro-rated.
- (i) **Modified Definition of "Final Average Earnings" or "Average Annual Compensation"** – Final Average Earnings shall be defined as the average Earnings during the 60 consecutive months of employment with the City in which the Participant received the greatest aggregate amount of Earnings.
- (j) **Indemnification** - In the event that GMEBS or GMA (including their officers, directors, or employees) is made a party to any claim arising out of or concerning administration of the Predecessor Plan (including but not limited to claims concerning eligibility for benefits, benefit calculation or payment, employee contributions, plan investments, plan funding, record-keeping, or regulatory compliance) or any claim arising out of or concerning differences between the terms of this Plan and the Predecessor Plan, then to the extent allowed by law, the City shall indemnify and hold GMA and GMEBS harmless for any and all judgments, settlements, and costs, including attorney fees ("loss"), that GMEBS or GMA incurs or pays in connection therewith.
- (k) **Transfer of Assets** - The City will take all necessary steps to effect the transfer of all plan assets currently held for participants and beneficiaries of the Predecessor Plan to the Board of Trustees of the Georgia Municipal Employees Benefit System (GMEBS). Said transfer was effected by the City no later than April 16, 2005 or as soon as reasonably practicable thereafter, utilizing transfer methods and/or procedures mutually agreed upon between the City and GMEBS. Upon the acceptance and execution of the Adoption Agreement and Addendum by the City of Griffin and by the authorized officer of GMEBS, and after said transfer of assets, the Board of Trustees of the GMEBS shall serve as successor trustees to the board of trustees established under the Predecessor Plan with respect to assets transferred to GMEBS and shall be responsible for administration of the retirement plan and investment of transferred plan assets in accordance with and subject to the terms of O.C.G.A. 47-5-1 et seq., the GMEBS Master Plan, Adoption Agreement, and the GMEBS Trust Agreement.
- (l) **Obligations of Trust Fund** - Obligations of the City's Retirement Trust Fund shall not be payable from or charged upon any other funds of the City of Griffin. Obligations of the Trust Fund shall not constitute a charge, lien, or encumbrance, legal or equitable, on any property, real or personal, of the

City of Griffin, nor shall they constitute a pledge of the taxing authority of said city.

- (m) **Amendments** - The Board of Commissioners may amend the benefit elections in the Adoption Agreement at any time, but no amendment shall have the effect of decreasing the described Retirement benefit of anyone who is a Vested Participant on the date the amendment is adopted or becomes effective, whichever is later. This subsection 15(m) shall operate in lieu of subsections 18.01(a) and 18.01(c) of the Master Plan.
- (n) **Clarification Regarding Prior Restatements** – As a result of an Internal Revenue Service review of the Plan for the purpose of issuing a favorable determination letter on the qualified status of the Plan, the Plan was retroactively restated, generally effective as of July 1, 1989, and retroactively restated, generally effective as of July 1, 1997, both adopted on February 19, 2008, to adopt certain late amendments. The IRS issued a Closing Agreement on July 23, 2008 and a favorable determination letter on with respect to the Plan in effect as of August 7, 2008.
- (o) **Effect of Refund of Contributions; Eligible Regular Employees Initially Employed Prior to July 1, 2018** - This Section applies only to an Eligible Regular Employee who was initially employed prior to July 1, 2018, and who makes Employee Contributions under the Plan on or after July 1, 2018. If, upon such a Participant's Termination of employment the Participant withdraws his or her Employee Contributions pursuant to Section 13.03 of the Master Plan, he or she shall forfeit for himself or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after July 1, 2018, and such Service shall not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for participation, Vesting, or benefit eligibility under the Plan, unless said Participant subsequently becomes reemployed and reinstates his or her Service on or after July 1, 2018, in accordance with and pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable with respect to Credited Service prior to July 1, 2018, shall be determined in accordance with the terms of the Plan in effect as of June 30, 2018 (or if applicable, the Participants last Termination date prior to June 30, 2018), unless said Participant becomes reemployed and reinstates his or her Service on or after July 1, 2018, pursuant to subsection 13.03(d) of the Master Plan.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Board of Commissioners of the City of Griffin, Georgia this 24th day of March 2020.

Attest:
City Clerk

CITY OF GRIFFIN, GEORGIA
Chairperson

(SEAL)

**Approved:
City Attorney**

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

**Board of Trustees
Georgia Municipal Employees
Benefit System
Secretary**

(SEAL)