

COPY

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

2011-08

Life and Health Program

**ORDINANCE
AND
PARTICIPATION AGREEMENT
for**

City of Kingsland

I. AN ORDINANCE

An Ordinance to provide for participation by the City of Kingsland, Georgia ("Participating Employer" or "Employer") in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer's Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes.

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program ("GMEBS Life and Health Program" or "Program") and by making contributions to the GMEBS Life and Health Program Trust Fund ("Trust Fund"); and

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement ("Trust Agreement" or "Trust"), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and under the applicable laws of the State of Georgia; and

WHEREAS, the Participating Employer has reviewed the terms and conditions of the GMEBS Life and Health Program Participation Agreement ("Participation Agreement") and the various forms of coverage and/or benefit plans offered under the GMEBS Life & Health Program; and

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) ("Declaration") accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees; and

WHEREAS, the Mayor and Council of the Participating Employer is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement, and the Declaration on behalf of the Participating Employer;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Participating Employer and it is hereby ordained by the authority thereof:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement, and the Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees ("Trustees"). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

(Ordinance continued on page 11)

II. GMEBS LIFE AND HEALTH PROGRAM PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System ("GMEBS") for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer's Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer's Declaration, and all Program Rules adopted by the GMEBS Board of Trustees ("Trustees"), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer's Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer's first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer's contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate any Employer restrictions on employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected officials of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to

designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Enrollment of New Hires - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.⁺ The Participating Employer will distribute and collect Plan enrollment forms from newly hired employees (or other eligible employees) and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically or via hard copy in the form and manner approved by the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment - The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other information necessary for enrollment from the Participating Employer. Retroactive enrollment is

⁺ As an exception to the general rule that the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s), GMEBS reserves the right to make eligibility decisions as necessary to comply with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1.

subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections - The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the death of

any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act ("FMLA"), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to return to employment following FMLA leave.

(i) Furnishing Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees any and all Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including any employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules or may also provide that Program benefits may be reinstated at the sole discretion of the

Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits. In the event that said change necessitates one or more amendments to the Participating Employer's Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees are authorized but not required to amend the Participating Employer's Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment. Notwithstanding any provision herein to the contrary, the Participating Employer's modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer's Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance

written notice of such termination. If the Participating Employer provides such notice, the Employer's participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Participating Employer and the Program Administrator, provided the Participating Employer timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

AN ORDINANCE (continued from page 1)

Section 2. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance 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 Ordinance, 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 Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

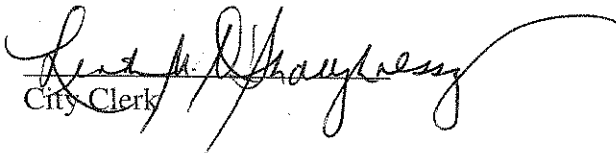
Section 3. Approval by Trustees. The Participating Employer's Ordinance and Participation Agreement and Declaration are subject to approval by the Trustees. The Trustees may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance and Participation Agreement and the Declaration are adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 4. Effective Date. This Ordinance and Participation Agreement shall be effective on **January 1, 2012**, or if later, such other effective date designated by the Trustees below upon approval and acceptance of the Ordinance and Participation Agreement and Declaration.

Section 5. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Governing Authority of the City of Kingsland, Georgia this 12th day of December, 2011

Attest:


City Clerk

(SEAL)

City of Kingsland, Georgia


Mayor

Approved:

City Attorney

TRUSTEES' APPROVAL

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

The effective date of the Employer's participation in the GMEBS Life and Health Program will be **January 1, 2012**.

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 officer to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary