ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT



ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT

Plan Number 10-_0236

The	ployer hereby establishes a Money Purchase Plan to be known as City of Port St. Lucie Employee Money Purchase I	Plan 401(a)
	(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Pur	chase Plan.
New	an or Amendment and Restatement (Check One):	
	mendment and Restatement This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please spe name of the defined contribution money purchase plan which this Plan hereby amends and restates:	cify the
	Effective Date of Restatement. The effective date of the Plan shall be:	
	(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.	
X	ew Plan	
	Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employee Plan, unless an alternate effective date is hereby specified: September 1, 2021	er adopts the
	(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)	
I.	MPLOYER: City of Port St. Lucie, Florida	
	(The Employer must be a governmental entity under Internal Revenue Code § 414(d))	
II.	SPECIAL EFFECTIVE DATES	
	lease note here any elections in the Adoption Agreement with an effective date that is different from that noted ab	ove.
	N/A	_
	Note provision and effective date.)	_
III.	PLAN YEAR:	
	he Plan Year will be:	
	January 1 – December 31 (<i>Default</i>)	
	The 12 month period ending	
	Month Day	

IV. Normal Retirement Age shall be age 65 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retiremen	Age, the Plan shall use the f	following age and service-based	Normal Retirement
Age			

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1.	The following group or groups of Employees are eligible to participate in	1 the Plan:	
	☐ All Employees		
	All Full Time Employees		
	☐ Salaried Employees		
	Non union Employees		
	Management Employees		
	☐ Public Safety Employees		
	General Employees		
	Other Employees (Specify the group(s) of eligible Employees below. Do	not specify Emplo	oyees by name.
	Specific positions are acceptable.) See addendum.		

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

	N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. ("N/A" is the default provision under the Plan if no selection is made.)
	Yes. The required Period of Service shall be two(2) months (not to exceed 12 months).
	The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.
3.	Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate. Yes. Age (not to exceed age 21).
	N/A – No minimum age applies ("N/A" is the default provision under the Plan if no selection is made.)
CC	ONTRIBUTION PROVISIONS
1.	The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is <u>not</u> selected, Employer must pick up Mandatory Participant Contributions under Option B.)
	Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)
	A. <u>Fixed Employer Contributions.</u> The Employer shall contribute on behalf of each Participant% of Earnings or \$ for the Plan Year (subject to the limitations of Article V of the Plan). See Adduction
	Mandatory Participant Contributions
	Mandatory Participant Contributions are required are not required See Addendum
	to be eligible for this Employer Contribution.
	B. Mandatory Participant Contributions for Plan Participation.
	Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:
	Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):
	☐ Yes No

VI.

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)
i% of Earnings, See addendum
ii. \$, or
iii. a whole percentage of Earnings between the range of(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guide lines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.
Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions' (pick up is required if Option A is not selected).
Yes \(\sum \text{No}\) No ("Yes" is the default provision under the Plan if no selection is made.)
☑ C. <u>Election Window</u> (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 60 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.
An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.
The Employer may also elect to make Employer Matching Contributions as follows:
Fixed Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete this section unless the Plapermits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).
The Employer shall contribute on behalf of each Participant% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed% of Earnings or \$ Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer
Contribution will be made on the Participant's behalf in that Plan Year.

2.

Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)
The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding% of Earnings or \$);
PLUS% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate% of Earnings or \$).
Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$or% of Earnings, whichever is \square more or \square less.
Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred% of Earnings or \$ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.
■ Variable Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding% of Earnings or \$);
PLUS% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate% of Earnings or \$).
Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ or% of Earnings, whichever is \square more or \square less.
Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:
Yes No ("No" is the default provision under the Plan if no selection is made.)
Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):
☐ Weekly ☐ Biweekly ☐ Monthly ☐ Annually in (specify month)

3.

4.

	5.	schedul applica	le (no lat ble deper	er than the nding on th	15th day e basis o	Year shall be con of the tenth cale n which the Emp plicable law):	endar mon	th following	g the end	of the calen	dar year or	fiscal year (as
		□ We	ekly	⊠ Biwee	ekly	☐ Monthly	☐ Ar	nually in _			(specify	month)
	6.	In the o		Participant	performi	ng qualified mili	tary service	e (as defined	d in Code	section 414	í(u)) with re	espect to the
		A.	Plan co	ntributions	will be n	nade based on di	fferential w	age payme	nts:			
			Yes		No	("Yes" is the dej	fault provis	ion under	the Plan ij	f no selection	n is made.)	
		В.	Particip	ants who d		ome disabled wil ("No" is the de				-		:
VII.		RNING		under Sect	ion 2 09	of the Plan, shall	_		·			
	Lai	illings, as	, defined	under Sect	1011 2.09	of the Flan, shan	meiude:					
	1.	Overtin Yes] No	("No"	is the default pro	vision und	er the Plan	if no selec	tion is mad	e.)	
	2.	Bonuse	شن	☑ No	("No"	is the default pro	vision und	er the Plan	if no selec	tion is made	e.)	
	3.	Other 1	Pay (spec	ifically desc	ribe any	other types of pa	y to be inc	luded belov	v)			
										2000		
VIII.	RC	OLLOVI	ER PRO	VISIONS								
	1.	The En	· · _	vill permit l No		Contributions in					(e.)	

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1.	If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
	Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)
2	The Limitation Year is the following 12 consecutive month period: January through December
۷.	The Limitation Teal is the following 12 consecutive month period.

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested		
Zero	100 %		
One	%		
Two	%		
Three	%		
Four	%		
Five	%		
Six	%		
Seven	%		
Eight	%		
Nine	%		
Ten	%		

XI. WITHDRAWALS AND LOANS

XII.

1.	In-service di	istributions are	e permitted under the Plan after a Participant attains (select one of the below options):
	☐ Normal !	Retirement Ag	2
	X Age 701/2	2 ("70½" is the	default provision under the Plan if no selection is made.)
	☐ Alternate	age (after Nor	mal Retirement Age):
	☐ Not perm	mitted at any ag	ge
2.	-		ned to have a severance from employment solely for purposes of eligibility to receive in during any period the individual is performing service in the uniformed services for more than
	Yes	⊠ No	("Yes" is the default provision under the Plan if no selection is made.)
3.			p to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired available under the Plan.
	Yes	⊠ No	("No" is the default provision under the Plan if no selection is made.)
4.	In-service di	stributions of	the Rollover Account are permitted under the Plan, as provided in Section 9.07.
	Yes	□ No	("No" is the default provision under the Plan if no selection is made.)
5.	Loans are pe	ermitted under	the Plan, as provided in Article XIII of the Plan:
	Yes	⊠ No	("No" is the default provision under the Plan if no selection is made.)
S	POUSAL PRO	OTECTION	
T	ne Plan will pro	ovide the follo	wing level of spousal protection (select one):
	_		ction. The normal form of payment of benefits under the Plan is a lump sum. The Participant as the Beneficiary of the Plan, with no spousal consent required.
×	payment of she consen	of benefits und nts to the Partic	sent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of er the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or cipant's naming another Beneficiary. ("Beneficiary Spousal Consent Election" is the default in if no selection is made.)
	annuity wi spouse will	th the spouse (VII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor or life annuity, if single). In the event of the Participant's death prior to commencing payments, the uity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

🛮 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
2. Other:
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)
Final Pay shall be defined as (select one):
A. Accrued unpaid vacation
B. Accrued unpaid sick leave
C. Accrued unpaid vacation and sick leave
D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):
1. Employer Final Pay Contribution. The Employer shall contribute on behalf of each Participant% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
2. Employee Designated Final Pay Contribution. Each Employee eligible to participate in the Plan shall be given the
opportunity at enrollment to irrevocably elect to contribute% (insert fixed percentage of Final Pay to be
contributed) or up to% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan
(subject to the limitations of Article V of the Plan). See addendum
Once elected, an Employee's election shall remain in force and may not be revised or revoked.
ACCRUED LEAVE CONTRIBUTIONS
The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:
1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
2. Other:
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)
Accrued Leave shall be defined as (select one):
A. Accrued unpaid vacation
B. Accrued unpaid sick leave
C. Accrued unpaid vacation and sick leave
D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

XIV.

	1. Employer Accrued Leave Contribution. The Employer shall contribute as follows (choose one of the following options):
	For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of(insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
	For each Plan Year, the Employer shall contribute on behalf of each eligible Participant% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).
	2. Employee Designated Accrued Leave Contribution.
	Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to% (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.
XV.	The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.
XVI.	The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan. This ICMA Retirement Corporation Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018, and received approval on June 30, 2020.
	The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.
XVII	The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN.
	The Employer hereby agrees to the provisions of the Plan.
XVII	I. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
XIX.	An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: **JSNYCE**

Digitally signed by jsnyder

Date: 2021.08.27 12:24:59 -04'00'

Print Name:

Title:

Attest:

Date: 08 1 27 1 202 [.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

ICMA-RC
777 N. Capitol St. NE
Suite 600
Washington, DC 20002
800-326-7272 ICMA RETIREMENT CORPORATION



777 NORTH CAPITOL STREET, NE WASHINGTON, DC 20002-4240 800-669-7400 WWW.ICMARC.ORG BRC000-214-46187-0220-W1303

ADDENDUM

Plan Number: 100236

City of Port St. Lucie, Florida

Section V.1 COVERED EMPLOYMENT CLASSIFICATIONS

- 1. Management Group 1
 - Exempt/Non-Bargaining/Non-Sworn
- 2. Management or Supervisory Group 2
 - Exempt/Bargaining/Non-Sworn

Section VI.1 CONTRIBUTION PROVISIONS

A. Fixed Employer Contributions:

Management Group 1

- Exempt/Non-Bargaining/Non-Sworn
- Employer 12.0%

Management or Supervisory Group 2

- Exempt/Bargaining/Non-Sworn
- Employer 11.4%

B. Mandatory Participant Contributions for Plan Participation

Management Group 1

- Exempt/Non-Bargaining/Non-Sworn
- Employee 3.0%

Management or Supervisory Group 2

- Exempt/Bargaining/Non-Sworn
- Employee 1.0%

Section XIII FINAL PAY CONTRIBUTIONS

#1 Employer Final Pay Contribution

Management Group 1

- Exempt/Non-Bargaining/Non-Sworn
- Employer 12.0%

Management or Supervisory Group 2

- Exempt/Bargaining/Non-Sworn
- Employer 11.4%

#2 Employee Designated Final Pay Contribution

Management Group 1

- Exempt/Non-Bargaining/Non-Sworn
- Employee 3.0%

Management or Supervisory Group 2

- Exempt/Bargaining/Non-Sworn
- Employee 1.0%

Jeff Snyder, Chief Financial Officer

3-27-21

Date