

ADOPTION AGREEMENT

GREAT-WEST RETIREMENT SERVICES®

SECTION 401(a)

MONEY PURCHASE PENSION PLAN

FOR GOVERNMENTAL EMPLOYERS

Adopted By: Gwinnett County
Employer

Gwinnett County Board of Commissioners Defined Contribution Pension Plan
Plan Name

**GREAT-WEST RETIREMENT SERVICES
SECTION 401(a)
MONEY PURCHASE PENSION PLAN
FOR GOVERNMENTAL EMPLOYERS**

The Employer named below hereby establishes (or, as applicable, amends and restates) a money purchase pension plan for eligible Employees as provided in this Adoption Agreement and the accompanying 2011 Great-West Retirement Services Section 401(a) Money Purchase Pension Plan for Governmental Employers sample Basic Plan Document.

A. EMPLOYER INFORMATION.

1. EMPLOYER'S NAME AND ADDRESS:

Gwinnett County
75 Langley Drive
Lawrenceville, Georgia 30046

2. TELEPHONE NUMBER: 770-822-7913

3. TAX ID NUMBER: 58-6000835

4. NAME OF PLAN: Gwinnett County Board of Commissioners Defined Contribution Pension Plan

5. NAME OF PLAN ADMINISTRATOR (the Employer unless another person(s) is appointed as set forth in Section 3.02 of the Plan):

B. EFFECTIVE DATE.

1. This is a new Plan having an effective date of the date the Employer executes this Adoption Agreement or, if later: _____.
2. This is an amended and restated Plan.

The effective date of the original Plan was August 1, 2000.

The effective date of the amended and restated Plan is January 1, 2014.

C. PLAN YEAR.

Plan Year shall mean:

1. the calendar year.
2. the 12-consecutive-month period ending on _____ of each year.

D. CUSTODY OF ASSETS.

Internal Revenue Code ("Code") § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, as follows:

1. in a Trust pursuant to the provisions of Article VIII of the Plan. The Employer or certain Employees (or holders of certain positions with Employer) as named in the trustee appointment attached to this Adoption Agreement shall be the Trustee.
Note: if the Employer is the Trustee, it is the responsibility of the Employer to determine that it has the authority under applicable law to act as Trustee.
2. in a Trust pursuant to a separate written trust agreement entered into between the Employer and the bank or trust company named in the Trustee appointment attached to this Adoption Agreement.
3. in one or more annuity contracts meeting the requirements of Code § 401(f).
4. in a custodial account meeting the requirements of Code § 401(f), pursuant to a separate written agreement with the bank, trust company or other qualified entity named in the appointment of Custodian attached to this Adoption Agreement.

E. ELIGIBLE EMPLOYEES.

"Employee" shall mean:

1. any full-time employee as defined by Employer job status codes, who is not participating in a defined benefit plan maintained by the Employer or who is hired or rehired on or after January 1, 2008
2. any permanent part-time employee working _____ hours per week
3. any seasonal, temporary or similar part-time employee
4. any elected or appointed official

5. any employee in the following class(es) of employees: any member of the Board of Commissioners who is not participating in a defined benefit plan maintained by the Employer
6. any employee eligible to participate in the Plan pursuant to Schedule ____ attached to this Adoption Agreement

who performs services for and receives any type of Compensation from the Employer (or any agency, department, subdivision or instrumentality of the Employer) for whom services are rendered. Unless Box E.4 is checked, elected or appointed officials will not be treated as Employees and will not be eligible to participate in the Plan, without regard to whether they are treated as common-law employees or independent contractors for other purposes.

Each Employee will be eligible to participate in this Plan in accordance with the provisions of Article IV of the Plan, except the following:

- Employees who have not attained the age of ____ (not to exceed 21).
- Employees who have not completed ____ Years of Service during the Eligibility Computation Period.
- Employees who do not satisfy the eligibility requirements pursuant to Schedule A attached to this Adoption Agreement.

F. SERVICE WITH PREDECESSOR EMPLOYER.

1. This section is N/A because there are no predecessor employers.
2. Service with any predecessor employers will not be counted for any purposes under the Plan.
3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for the following purposes (check each box that applies):

- eligibility.
- vesting.
- allocation of Employer Contributions.

G. HOURS OF SERVICE.

Hours of Service shall be determined on the basis of:

1. actual hours for which an Employee is paid or entitled to payment.
2. days worked. An Employee shall be credited with 10 Hours of Service for each day that the Employee would otherwise be credited with one or more Hours of Service.
3. weeks worked. An Employee shall be credited with 45 Hours of Service for each week that the Employee would otherwise be credited with one or more Hours of Service.
4. months worked. An Employee shall be credited with 190 Hours of Service for each month that the Employee would otherwise be credited with one or more Hours of Service.

H. YEAR OF SERVICE: ELIGIBILITY AND VESTING.

For purposes of eligibility and vesting, Year of Service shall mean a period during which the Employee completes:

1. at least one Hour of Service.
2. at least 1,000 Hours of Service.
3. at least ____ consecutive months of service.
4. See the attached Addendum.

I. COMPENSATION DEFINITION.

Compensation shall mean:

1. Code § 3401(a) compensation as defined in Section 2.06 of the Plan.
2. W-2 compensation as defined in Section 2.06 of the Plan.
3. Code § 415 compensation as defined in Section 2.06 of the Plan.
4. the definition set forth in Schedule ____ attached to this Adoption Agreement.
5. Compensation shall exclude:

- overtime, including overtime premium, scheduled overtime, and scheduled overtime premium.
- bonuses.
- commissions.
- that portion of a Participant's Compensation that is defined in Title 47 of the Georgia statutes that is designated for mandatory participation in a state or federal retirement or pension plan.

J. COMPENSATION COMPUTATION PERIOD.

Compensation shall be determined on the basis of the:

1. Plan Year.
2. calendar year.

K. FIRST YEAR COMPENSATION.

For purposes of determining the Compensation on the basis of which Employer Contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be his Compensation for the period commencing:

1. as of the first day of the Plan Year or calendar year (whichever was selected under Section J above).
2. as of the first day the Employee became a Participant.

L. ENTRY DATE.

Entry Date shall mean:

1. the first day of each Plan Year and the first day of the seventh month of each Plan Year.
2. the first day of each Plan Year.
3. the first day of each month.
4. the first day of each payroll period.
5. Each day of the Plan Year.

M. EMPLOYER CONTRIBUTIONS.

The Employer shall contribute:

1. ___% of Compensation of Participants for the Plan Year.
2. a percentage of Compensation pursuant to Schedule B attached to this Adoption Agreement.
3. a contribution matching the Participant's contribution to the Employer's § 457(b) plan, as follows: an amount equal to 1% of Compensation if the Participant contributes at least 2.5% of base compensation to a Code Section 457(b) plan maintained by the Employer.
4. a contribution for each Participant equal to the value of the unpaid vacation and/or unpaid sick leave that is accrued by a Participant and which pursuant to the laws, ordinances, or policies of the Employer or agreements entered into with the Employer would otherwise be forfeited by the Participant.

N. ALLOCATION OF EMPLOYER CONTRIBUTIONS.

1. A Participant must be employed on the last day of the Plan Year to receive an allocation of Employer Contributions for the Plan Year.
2. Allocations of Employer Contributions will be made to Accounts of Participants who terminate employment before the last day of the Plan Year due to (*Check each box that applies*):
 - death.
 - disability.
 - retirement on or after Early Retirement Age.
 - retirement on or after Normal Retirement Age.
 - other Severance of Employment.
 - other Severance of Employment, provided that the Participant is credited with a Year of Service for the Plan Year. For this purpose, a Participant shall be credited with one Year of Service for the Plan Year if the Participant completes at least _____ Hour(s) of Service during the Plan Year.

O. CODE § 414(h).

1. This Plan is a Code § 414(h) pick-up plan. Each Employee employed on November 1, 2004, in lieu of retaining his or her current election, and each Employee hired after November 1, 2004, may irrevocably elect to contribute 2.5%, 5.0%, or 7.5% of Compensation to the Plan, which the Employer agrees to pick-up within the meaning of Code § 414(h). *Note: the Employer is responsible*

for ensuring that proper pick-up elections are made. Please refer to IRS Revenue Ruling 2006-43, or its successor, for more guidance.

2. This Plan does not contain a Code § 414(h) feature.

P. AFTER-TAX CONTRIBUTIONS.

1. Participant After-tax Contributions SHALL BE allowed.
2. Participant After-tax Contributions SHALL NOT BE allowed.

Q. FORFEITURES.

Forfeitures will be:

1. reallocated to Participants in the same manner as the Employer Contribution is allocated.
2. used first to offset Plan expenses and then reallocated to Participants in the same manner as the Employer Contribution is allocated.
3. used first to offset Plan expenses, then to reduce the Employer's Employer Contribution and then reallocated to Participants in the same manner as the Employer Contribution is allocated.
4. used to reduce the Employer's Employer Contribution, or to offset Plan expenses, or reallocated to Participants.
5. N/A because all contributions are 100% vested immediately.

R. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean:

- (a) age 65.
- (b) age _____. For Plans where substantially all of the Plan's Participants are qualified public safety employees, Normal Retirement Age may be age 50.
- (c) the later of age _____, or the Participant's age upon completion of _____ Years of Service.
- (d) the ages set forth in Schedule C attached to this Adoption Agreement.

2. Early Retirement Age shall mean:

- (a) Not applicable.
- (b) the later of age _____, or the Participant's age upon completion of _____ Years of Service.

3. Disability shall mean:

- (a) the inability to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration, within the meaning of Code § 72(m)(3).
- (b) an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than 12 months, certified by a physician selected by or satisfactory to the Employer which prevents the Employee from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education or experience, as specified in the Adoption Agreement.
- (c) an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than 12 months, certified by a physician selected by or satisfactory to the Employer which prevents the Employee from engaging in his or her occupation.
- (d) Other: _____

S. VESTING SCHEDULE.

The vested interest of each Participant in his or her Employer Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 2. 100% vesting after _____ Years of Service.
- 3. 20% after two Years of Service.
40% after three Years of Service.
60% after four Years of Service.
80% after five Years of Service.
100% after six Years of Service.

4. 33% after one Year of Service.
67% after two Years of Service.
100% after three or more Years of Service.

T. VESTING COMPUTATION PERIOD.

A Participant's Years of Service for purposes of vesting shall be computed by reference to:

1. the Plan Year.
2. the 12-consecutive month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
3. See Addendum

U. ROLLOVERS.

1. Rollovers from eligible Code § 457(b) plans SHALL BE allowed.
2. Rollovers from plans qualified under Code §§ 401(a), 403(a) and 403(b) SHALL BE allowed.
3. Rollovers from Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed.

V. TRANSFERS.

1. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
2. Transfers from plans qualified under Code § 401(a) SHALL NOT BE allowed.

W. PARTICIPANT LOANS.

1. The Administrator MAY direct the Trustee to make Participant loans in accordance with Article XIII of the Plan.
2. The Administrator MAY NOT direct the Trustee to make Participant loans in accordance with Article XIII of the Plan.

X. QUALIFIED DOMESTIC RELATIONS ORDERS.

1. The Plan SHALL accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

2. The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

Y. PAYMENT OPTIONS.

The following forms of payment will be allowed under the Plan to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder.

- A single lump-sum payment;
- Installment payments for a period of years;
- Partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years;
- Annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary;
- Such other forms of installment payments as may be approved by the Employer.

[TEXT CONTINUES ON NEXT PAGE]

This Adoption Agreement to the sample Basic Plan Document attached hereto is duly executed on behalf of the Employer by the undersigned.

The Employer further understands and acknowledges that:

- The sample Basic Plan Document including this Adoption Agreement is a sample provided as a courtesy to the Employer and has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer is solely the responsibility of the Employer.
- Great-West Retirement Services is not a party to the Plan and shall not be responsible for any tax or legal aspects of the Plan. The Employer assumes responsibility for these matters.
- Employer has counseled to the extent necessary, with its own legal and tax advisors.
- Great-West Retirement Services will send courtesy amendments for changes in applicable law to Employers adopting this sample Basic Plan Document until a restated sample Basic Plan Document is made available. We will cease providing amendments to prior versions of the sample Basic Plan Document and only those Employers adopting the restated sample Basic Plan Document will receive sample amendments.

EMPLOYER:

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: Charlotte J. Nash
Chairperson

Attest: Diane Kemp
Clerk, Gwinnett County
Board of Commissioners



Approved as to Form:

Tunanda Lush Williams
Sr. Assistant County Attorney

CUSTODIAN

Employer has elected to meet the trust requirement of Code § 401(a) by setting plan assets aside for the exclusive benefit of participants and beneficiaries in a custodial account meeting the requirements of Code § 401(f). The bank, trust company or other qualified entity named below shall be the “deemed trustee” of plan assets held pursuant to the custodial agreement to be entered into between the Employer and the entity named below. *Note: for a list of entities qualified to act as a custodian for this purpose, please refer to IRS Announcement 2007-47, or its successor.*

- A. Effective November 1, 2004, the following named bank, trust company or other qualified entity is hereby appointed as custodian of all or a portion of the assets of the Plan:

Orchard Trust Company

- B. INDIVIDUAL(S) AUTHORIZED TO ISSUE INSTRUCTIONS TO CUSTODIAN/TRUSTEE:

SCHEDULE A

Any (1) rehired employee who is currently receiving (or is eligible to receive) a benefit from the defined benefit plan maintained by Employer; or (2) any employees who are active members of a State of Georgia retirement or pension plan, if such plan is funded in part or in whole by County contributions, will not be treated as Employees eligible to participate in the Plan.

Elected officials may waive in writing the right to participate in the Plan. Such waiver shall be irrevocable.

SCHEDULE B

The Employer's Contribution will be a percentage of Compensation based on the rate of contribution selected by an Employee in Section O of the Adoption Agreement.

<u>Rate of Contribution (as a Percentage of Compensation) Selected by the Employee</u>	<u>Rate of Employer Contribution (as a Percentage of Compensation) for Employees Employed on December 31, 2006</u>	<u>Rate of Employer Contribution (as a Percentage of Compensation) for Employees Hired or Rehired after December 31, 2006</u>
2.5%	11.5%	7.0%
4.5%	10.5%	N/A
5.0%	11.5%	7.0%
5.5%	11.5%	N/A
7.5%	11.5%	7.0%

SCHEDULE C

Retirement Age

The date on which the sum of the Participant's age and Years of Service for vesting purposes is 65, but in no event earlier than the date on which attains age 55, or if earlier, in the case of a Participant whose termination of employment is considered a retirement under the defined benefit plan maintained by Employer under which the Participant is eligible to retire, the date of such termination.

ADDENDUM

1. Notwithstanding Section H of the Adoption Agreement, an Employee is credited with a Year of Service for purposes of vesting for each 12-month period of service the Employee completes, whether or not such period of service is consecutive, under the elapsed time method of counting service. Under the elapsed time method an Employee receives credit for the aggregate of all periods of service commencing with the date on which an Employee completes an Hour of Service. Because Years of Service for purposes of vesting are determined under the elapsed time method, Section T of the Adoption Agreement shall not be applicable. Notwithstanding any provision to the contrary, for Employees hired or rehired on or after January 1, 2010, only Years of Service with the Employer as a Participant in the Plan are counted towards eligibility and vesting under the Plan.

2. In addition to the Employer contribution provided for in Section M of the Adoption Agreement, the Employee shall make the contributions to Retirement Medical Savings Accounts as provided in this Section 2 of the Addendum.
 - (A) The Employer shall contribute one and one-half percent (1½%) of Compensation for each Participant into a Retirement Medical Savings Account under the Plan to be used for future medical expenses pursuant to Code Section 401(h). Contributions to a medical savings account may be distributed only after a Participant has attained Normal Retirement Age and has separated from service and must be used exclusively to pay qualifying medical expenses under Code Section 213 for the Participant and for the Participant's spouse and eligible dependents. Payments of qualifying medical expenses shall not be subject to federal income tax when paid.

 - (B) Contributions into the Retirement Medical Savings Account pursuant to Code Section 401(h) shall be maintained in a separate sub-account for each Participant in the Plan for the purpose of providing retired Participants with a source of funds to use toward payment of or reimbursement for medical insurance premiums, Medicare premiums, or health benefits, including dental and vision services, on a non-taxable basis under Code Sections 105 and 106.

 - (C) Assets held in a sub-account may be aggregated with other assets of the Plan for purposes of investment. Investment earnings and expenses shall be allocated to Retirement Medical Savings Accounts.

 - (D) The benefits provided by the Retirement Medical Savings Accounts shall be separate from and subordinate to the retirement benefits provided by the Plan.

 - (E) A Participant's Retirement Medical Savings Account cannot be transferred and must remain in the Plan to be used exclusively for the purpose of providing medical benefits to retired Participants, spouses, and eligible dependents. It shall be impossible, at any time prior to the satisfaction of all liabilities under the Plan for the payment of medical benefits described in Code Section 401(h), for any assets allocated to a Retirement Medical Savings Account to be used for, or diverted to, any purpose other than providing health benefits for retired Participants and their spouses and eligible dependents. If, with respect to any individual Retirement Medical Savings Account, there is any balance remaining upon death of the last to die of the Participant and the Participant's spouse and eligible dependents, if any, and the satisfaction of all claims for Code Section 401(h)

medical benefits with respect to the Participant, spouse, and eligible dependent, then any such balance shall be returned to the Employer to be used as determined by the Employer.

- (F) The Employer shall establish and may amend any rules and requirements that are necessary to implement and administer the Retirement Medical Savings Account pursuant to Code Section 401(h).
- (G) The provisions of this Section 2 of the Addendum shall not apply to Participants hired or rehired on or after January 1, 2007.