

EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

Plan Number: 800150

Employer Retirement Health Savings Plan Name: "City of Gainesville Retiree Health Savings Plan" or "Employer Vantagecare Retiree Health Savings Plan" as adopted by the City of Gainesville.

- I. Employer Name: City of Gainesville, Florida
- II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.
- III. The Effective Date of the Plan: January 1, 2002
- IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:
City of Gainesville Retiree Medical and Dental Expense Reimbursement Plan
- V. Eligible Groups and Participant Eligibility Requirements

- A. The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan:

All Employees
 All Full-Time Employees
 Non-Union Employees
 Public Safety Employees -- Police
 Public Safety Employees -- Firefighters
 General Employees
 Collectively-Bargained Employees (Specify unit) Communications Workers of America – Non Supervisory, Communication Worker’s Of America – Supervisory and ATU
 Other (specify below) Managers, Professionals, Confidential Employees and Charter Officers

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.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated Employees if the Plan discriminates in favor of highly compensated Employees in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

- B. Participant Eligibility
1. Minimum period of service required for participation is N/A
 2. Minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. With the exception of Employee voluntary after-tax contributions as outlined in C. below, there are no limits to VantageCare Retirement Health Savings Plan contributions. Contributions do not count towards IRC Section 415 limits.

B. Employer Contributions

1. The Employer shall contribute on behalf of each Participant 0.0 % of earnings or \$ _____ for the Plan year.

Definition of earnings: Gross Wages

2. The Employer will make mandatory contributions of annual leave as follows:

Accrued Sick Leave* Yes No

Accrued Vacation* Yes No

* Please provide the formula for determining the Accrued Sick Leave and/or Accrued Vacation contribution:

An Employee shall not have the right to discontinue or vary the rate of annual leave contributions.

3. The Employer will make mandatory contributions of Employee compensation as follows:

X Reduction in Salary - 0.5 % of earnings (as defined in VI.B.1.) or \$ _____ will be contributed for the plan year.

Decreased Merit or Cost-of-Living Adjustment - All or a portion of the Employees' annual merit or cost-of-living adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of Employee compensation.

C. Employee Contributions

Each participant may contribute up to 0.0 % of earnings (as defined in VI.B.1.) or \$ _____ for the Plan Year on a voluntary after-tax basis. In no event may aggregate or individual Employee contributions exceed 15% of total contributions in any plan year.

By adopting this section, the Employer acknowledges that the Internal Revenue Service has declined to rule on Employee contributions in an integral part trust. ICMA-RC has obtained the advice of counsel that such contributions are allowable in an insubstantial amount (i.e. no more than 15% of total contributions in any plan year). The Employer should discuss this issue with appropriate counsel.

VII. Vesting Schedule

- A. The account is 100% vested at all times, unless specified otherwise in B. below.
- B. The following vesting schedule applies to Employer contributions outlined in VI.B.1:

<u>Years of Service Completed</u>	<u>Specified Percent Vesting</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- C. The account will become 100% vested upon the death, disability, retirement, or attainment of benefit eligibility by a Participant.

Definition of retirement: As Defined in Exhibit 1

- D. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in B. above.

VIII. Forfeiture Provisions

Please complete this Section if a vesting schedule is indicated in Section VII. B.

Upon separation from the service of the Employer, a Participant's non-vested funds shall:

Remain in the Trust to be reallocated among all Plan Participants as Employer Contributions for the next and succeeding contribution cycle(s).

Remain in the Trust to be reallocated pro rata among all Plan Participants.

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.

Revert to the Employer.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan

A. A Participant is eligible to receive benefits:

_____ At retirement only (as defined in Section VII.C.)

_____ At age _____ only

_____ At retirement and age _____

X _____ At retirement or age 55

B. A Participant who dies or becomes totally and permanently disabled (as defined by the Social Security Administration) will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

X. Permissible Medical Benefit Payments

Benefits eligible for payment consist of:

A. X All Medical Expenses eligible under IRC Section 213*

OR

B. The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):

- _____ Medical Insurance Premiums
_____ Medical Out-of-Pocket Expenses*
_____ Medicare Part B Insurance Premiums
_____ Medicare Supplement Insurance Premiums
_____ COBRA Premiums
_____ Dental Insurance Premiums
_____ Dental Out-of-Pocket Expenses*
_____ Long Term Care Insurance Premiums
_____ Long Term Care Benefits*
_____ Other (Must be eligible under IRC Section 213)

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Death Benefit

A. In the event of a Participant's death, the following shall apply:

Account Transfer: The surviving spouse and/or surviving eligible dependents (as defined in Section XIII.F.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund. The account balance may be reallocated by the surviving spouse or dependents.

In the event of an Account Transfer, if a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents who have not reached the age of 19 (or 24

for full-time students). If no eligible dependents survive the spouse, the remaining account balance will be paid to the eligible spouse's estate as soon as practical. After the death of the spouse, upon the attainment of age 19 (or 24 for full-time students) by all eligible dependents, any remaining account balance will be paid to such dependent(s). Upon the death of all eligible dependents, the balance will be paid to the estate of the last dependent to die as soon as practical. The age limit for eligible dependents may be waived if the individual is incapable of self-sustaining employment by reason of mental or physical handicap and the incapacitation occurred prior to the Participant's death. The account balance may continue to be utilized to pay benefits of the individual if he or she qualified as a dependent of the Participant during the Participant's life, and the Plan has received due proof of incapacity within 31 days of when the individual's coverage under the Plan would otherwise terminate. The individual's coverage may be continued as long as the individual remains incapacitated. The Plan may request proof of the continued existence of such incapacity from time to time.

There will be no elective withholding of federal, state, or local taxes for death benefit lump sum account payments to the Participant's spouse's estate, dependent(s), or dependent's estates.

If there are no living spouse or dependents at the time of death of the Participant, the account will be paid to the designated beneficiary(ies) as an Account Distribution in the year of payout as elected in B. below. If there are no living beneficiary(ies), the account will be paid to the Participant's estate in the year of payout as elected in B. below. There will be no elective withholding of federal, state, or local taxes for death benefit lump sum account payments to beneficiary(ies) or the Participant's estate.

If this box is checked, in lieu of an Account Transfer, the following shall apply in the case of the death of the Participant.

Account Distribution: The Employee's account balance will be paid to the Participant's designated beneficiary(ies).

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund. The account balance may be reallocated by the designated beneficiary(ies).

If there are no living beneficiary(ies), the account will be paid to the Participant's estate. There will be no elective withholding of federal, state, or local taxes for death benefit lump sum account payments to beneficiary(ies) or the Participant's estate.

- B. In the event of an Account Distribution due to the Participant's death, the death benefits will be paid in the calendar year following the calendar year of the Participant's death.

If this box is checked, in lieu of the above paragraph, death benefits will be paid in the calendar year of the Participant's death. The Employer is responsible for reporting and remitting any applicable taxes, as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XII. Severance Benefit

- A. No severance benefit shall be provided under this VantageCare Retirement Health Savings Plan unless otherwise provided in B. below.
- B. If this box is checked, the Employer's VantageCare Retirement Health Savings Plan provides for the payment of the Participant's account balance to the Participant upon termination of employment in advance of retirement (as defined in Section VII.C.) or prior to becoming eligible for medical benefits under the Plan.

The following termination events qualify the Participant for severance benefits:

If the Plan provides severance benefits, the vested value of the Participant's account will be paid as a lump sum to the Participant upon notification from the Employer that the Participant has terminated employment and is eligible to receive a severance benefit.

All severance benefits will be paid as a lump sum. The Employer will be responsible for reporting and remitting any applicable taxes, as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. The Plan will operate according to the following provisions:

- A. Employer Responsibilities
1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 2. Participant status updates and/or changes or personal information updates and/or changes (Participants' termination dates, Participants' benefit eligibility dates, etc.) will be provided via electronic submission.
- B. Participant account administration fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C. Employer plan fees will be paid by the Employer as outlined in the Administrative Services Agreement.
- D. Assignment of benefits is not permitted.
- E. Payments to an alternate payee (payee other than a Participant) are not permitted with the exception of reimbursement of health insurance premiums to the Employer.
- F. An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a).
- G. Upon termination of employment prior to a Participant becoming eligible for medical benefits from a VantageCare Retirement Health Savings Plan account, Participant accounts that are \$5,000 or less will be considered De Minimis, and will be paid to the Participant.
- H. The Employer will be responsible for reporting and remitting any applicable taxes, as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

- I. Federal income taxes will be withheld at the rate of 28% on all severance benefit payments and De Minimis account distribution payments. State income taxes will be withheld as required by state law.

- XIV. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

EMPLOYER

By:

Title: Mayor

Attest:

Accepted: Vantagepoint Transfer Agents, LLC

Paul a Brunel
Corporate Treasurer

EXHIBIT 1 TO ADOPTION AGREEMENT

Definition of Retirement:

When an active employee, as defined below, becomes a retired employee, as defined below.

An Active Employee is:

1. An Employee appointed to a position on a regular continuous, full-time basis, in accordance with the normal schedule of the particular department, usually 40 hours per week, and an Employee appointed to a position on a regular continuous, part-time basis, in accordance with the City of Gainesville Charter Officer's determination that the position is continuous but required the Employee to work less than 40 hours per week.

A Retired Employee is:

1. a former Employee, who is a member of the City of Gainesville Employees Pension Plan or a member of the Consolidated Police Officers and Firefighters Retirement Plan and is receiving a monthly annuity pursuant to an approved application for normal, early, or disability retirement, in accordance with the provisions of these pension plans; or
2. a former Employee of the City receiving a monthly benefit pursuant to an approved application for disability retirement under the City of Gainesville Employee Disability Plan; or
3. a former Employee upon whose behalf employer contributions were made to the ICMA deferred compensation program and/or 401(a) plan and who, at the time of their separation from the City, would have met the age and/or service requirements for normal, or early retirement under the City of Gainesville Employee Pension Plan or the Consolidated Police Officers and Firefighters Retirement Plan as applicable to the classification they held at the time of their separation;

and who was covered under the plan immediately prior to termination of employment.

If an Employee is both an active and a retired Employee, he/she shall be considered an active Employee and during such period shall be ineligible to receive medical benefit payments from the City of Gainesville retiree Medical and Dental Expense Reimbursement Plan on the basis of retirement, although said Employee may be eligible to receive benefits based upon reaching age 55.

DECLARATION OF TRUST OF THE

City of Gainesville, Florida INTEGRAL PART TRUST
NAME OF EMPLOYER

DECLARATION OF TRUST OF THE

City of Gainesville, Florida

NAME OF EMPLOYER

INTEGRAL PART TRUST

Declaration of Trust made as of the First day of January, 2002,

by and between the City of Gainesville, Florida

A municipal corporation (hereinafter referred to as the "Employer") and ICMA-Retirement Corporation or its designee (hereinafter referred to as the "Trustee").

RECITALS:

WHEREAS, the Employer is a municipal corporation of the State of Florida, ^{State} exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses, Dependents and Beneficiaries by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses, Dependents and Beneficiaries by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses, Dependents and Beneficiaries; and

NOW, THEREFORE, the parties hereto do hereby establish this trust, to be known as the Declaration of Trust of the City of Gainesville Name of Employer Integral Part Trust (hereinafter referred to as the "Trust"), and agree that the following constitute the Declaration of Trust (hereinafter referred to as the "Declaration"):

ARTICLE I

DEFINITIONS

1.1 *Definitions.* For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

(a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.4.

(b) **"Account Transfer"** means a transfer of the Participant's Account upon his or her death to be used for the payment of benefits for the Participant's Spouse and Dependents.

(c) **"Administrator"** means the Employer. The Employer may contract for such administrative services as are necessary to implement the Plan.

(d) **"Beneficiary"** means the person or persons designated by the Participant pursuant to the terms of the Plan, or, if the Plan provides otherwise, the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

(f) **"Dependent"** means an individual who is a person described in Code Section 152(a).

(g) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.

(h) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse, Dependent or Beneficiary (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.

(i) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the state in which the Participant has his primary place of residence.

(j) **"Trust"** means the trust established by this Declaration.

(k) **"Trustee"** means the person or persons appointed by the Employer to serve in that capacity.

ARTICLE II

ESTABLISHMENT OF TRUST

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses, Dependents and Beneficiaries.

ARTICLE III

CONSTRUCTION

3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of Florida
State

3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.

3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV

BENEFITS

4.1 *Benefits.* This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents. Death benefits may be provided to a Beneficiary pursuant to the terms of the Plan.

4.2 *Form of Benefits.* This Trust may provide benefits by cash payment. This Trust may reimburse the Participant, his Spouse or Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

ARTICLE V

GENERAL DUTIES

5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.

5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

ARTICLE VI

INVESTMENTS

6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.

6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants, their Spouses and Dependents, or Beneficiaries to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

(a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

(b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;

(c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and

(d) At the direction of the Employer (or Participants, their Spouses, their Dependents, their Beneficiaries, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.

6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and

subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.

6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII

CONTRIBUTIONS

7.1 *Employer Contributions.* The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.

7.2 *Participant Contributions.* If specified in the Plan, each Participant may make voluntary after-tax contributions. Under no circumstances shall Participant Contributions exceed an insubstantial amount. These contributions shall be collected by the Employer and remitted to the Trust for deposit at such time or times as required under the terms of the Plan.

7.3 *Accrued Sick Leave and/or Accrued Vacation Leave.* Contributions up to an amount equal to the value of accrued sick leave or vacation leave, or both, are permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued sick leave or vacation leave, or both. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued sick leave or vacation leave, or both, in cash in lieu of a contribution to the Trust.

7.4 *Accounts.* Employer contributions, Participant contributions, and contributions of accrued sick leave or vacation leave, or both, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse, Dependents and Beneficiaries. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant from among the Investment Funds selected by the Employer.

7.5 *Receipt of Contributions.* The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.

7.6 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, Dependent, or Beneficiaries.

7.7 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE VIII

OTHER PLANS

8.1 If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

ARTICLE IX

DISBURSEMENTS AND EXPENSES

9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the

Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.7), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants and their Beneficiaries pursuant to the provisions of the Plan.

9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse, Dependents, or Beneficiaries such payments are to be made, and no person shall be entitled to look to any other source for such payments.

9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

ARTICLE X

ACCOUNTING

10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.

10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.

11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.

11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.

11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

ARTICLE XII

AMENDMENT AND TERMINATION

12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.

12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE XIII

SUCCESSOR TRUSTEES

13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.

13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.

13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

ARTICLE XIV

LIMITED EFFECT OF PLAN AND TRUST

14.1 Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

ARTICLE XV

PROTECTIVE CLAUSE

15.1 Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

TRUSTEES:

By: _____

Thomas D. Bussing

Title: . Mayor _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

CITY OF GAINESVILLE RETIREE MEDICAL AND DENTAL EXPENSE REIMBURSEMENT PLAN

Article I Preamble

- 1.01 Establishment of Plan
- 1.02 Purpose of Plan

Article II Definitions

- 2.01 "Benefits"
- 2.02 "Code"
- 2.03 "Dependent"
- 2.04 "Eligible Medical or Dental Expenses"
- 2.05 "Employer"
- 2.06 "Entry Date"
- 2.07 "Participant"
- 2.08 "Plan Administrator"
- 2.09 "Plan Year"
- 2.10 "Retiree"
- 2.11 "Spouse"

Article III Eligibility

- 3.01 General Requirements
- 3.02 Termination of Coverage of an Eligible Dependent

Article IV Amount of Benefits

- 4.01 Annual Benefits Provided by the Plan
- 4.02 Cost of Coverage

Article V Payment of Benefits

- 5.01 Eligibility for Benefits
- 5.02 Claims for Benefits

Article VI Plan Administration

- 6.01 Allocation of Authority
- 6.02 Provision for Third-Party Plan Service Providers
- 6.03 Several Fiduciary Liability
- 6.04 Compensation of Plan Administrator
- 6.05 Bonding
- 6.06 Payment of Administrative Expenses
- 6.07 Timeliness of Payments
- 6.08 Annual Statements

Article VI Claims Procedure

- 7.01 Procedure if Benefits are Denied Under the Plan
- 7.02 Requirement for Written Notice of Claim Denial
- 7.03 Right to Request Hearing on Benefit Denial
- 7.04 Disposition of Disputed Claims
- 7.05 Preservation of Other Remedies

Article VIII Amendment or Termination of Plan

- 8.01 Permanency
- 8.02 Employer's Right to Amend
- 8.03 Employer's Right to Terminate

Article IX General Provisions

- 9.01 No Employment Rights Conferred
- 9.02 Payments to Beneficiary
- 9.03 Nonalienation of Benefits
- 9.04 Mental or Physical Incompetency
- 9.05 Inability to Locate Payee
- 9.06 Requirement of Proper Forms
- 9.07 Source of Payments
- 9.08 Tax Effects
- 9.09 Multiple Functions
- 9.10 Gender and Number
- 9.11 Headings
- 9.12 Applicable Laws
- 9.13 Severability

ARTICLE I PREAMBLE

THIS INSTRUMENT made and published by The City of Gainesville, Florida (hereinafter called "Employer") on the First day of January, 2002 , creates the City of Gainesville Retiree Medical and Dental Expense Reimbursement Plan, as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Medical and Dental Expense Reimbursement Plan as of the First day of January 2002.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents, pursuant to the Employer's VantageCare Retiree Health Savings (RHS) Plan.

ARTICLE II DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Benefits" means any amounts paid to a Participant in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse, or his Dependents.

2.02 "Code" means the Internal Revenue Code of 1986, as amended.

2.03 "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152.

2.04 "Eligible Medical or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the VantageCare Retiree Health Savings Plan Adoption Agreement.

2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.08 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.09 "Plan Year" means the annual accounting period of the Plan, which begins on the First day of January, 20 02, and ends on the 31st day of December, 2002, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on January 1, and ends on December 31.

2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's VantageCare Retiree Health Savings Plan.

2.11 "Spouse" means the Participant's lawful spouse as determined under the laws of the state in which the Participant has his primary place of residence.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III ELIGIBILITY

3.01 General requirements

Each Retiree who meets the eligibility requirements outlined in the Employer's VantageCare Retiree Health Savings Plan shall be eligible to participate in this Plan.

3.02. Termination of Coverage of an Eligible Dependent.

An Eligible Dependent's coverage shall terminate –

- (a) after the death of the Retiree, upon the attainment of age 19 (or 24 for a full time student);
- (b) Notwithstanding (a) above, an Eligible Dependent's coverage shall not cease if the individual is incapable of self-sustaining employment by reason of mental or physical handicap and he or she became handicapped while an Eligible Dependent of the Participant. The account balance may continue to be utilized to pay Benefits of the individual if he or she qualified as a Dependent of the Participant during the Participant's life, and the Plan has received due proof of incapacity within 31 days of when the individual's coverage under the Plan would otherwise terminate. The individual's coverage may be continued as long as the individual remains incapacitated. The Plan may request proof of the continued existence of such incapacity from time to time.

ARTICLE IV AMOUNT OF BENEFITS

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical or Dental Expenses incurred during the Plan Year in an annual amount not to exceed the account balance of the Participant in the Employer's VantageCare Retiree Health Savings Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's VantageCare Retiree Health Savings Plan.

ARTICLE V PAYMENT OF BENEFITS

5.01 Eligibility for Benefits

- A. Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical and Dental Expenses incurred by the Participant on or after the Entry Date of his or her participation, (and after the effective date of the Plan) subject to the limitations contained in Article V, below, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.
- B. In order to be eligible for benefits, the Participant must meet the benefit eligibility criteria outlined in the Employer's VantageCare Retiree Health Savings Plan Adoption Agreement.
- C. A Participant who dies or becomes totally and permanently disabled (as defined by the Social Security Administration) will become immediately eligible to receive medical benefit payments from the Plan.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI PLAN ADMINISTRATION

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- (a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- (b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and

- (c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- (d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- (e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Board, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Board, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payments

Payments shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical and dental expense reimbursement account within ninety (90) days after the close of each Plan Year.

ARTICLE VII CLAIMS PROCEDURE

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse or Eligible Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- (d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within sixty (60) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt

decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX GENERAL PROVISIONS

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments to Beneficiary

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in the Employer's VantageCare Retiree Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.12 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Florida.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

(Employer)

By: Wayne Bowers, City Manager

ATTEST _____

Kurt Lannon, Clerk of the Commission