

ICMA RC
GOVERNMENTAL PROFIT-SHARING PLAN & TRUST
ADOPTION AGREEMENT

The Employer hereby establishes a Profit-Sharing Plan and Trust to be known as Leon County, Florida BOCC 401 (a) Match Plan (the "Plan") in the form of the ICMA RC Governmental Profit-Sharing Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution profit-sharing plan.

_____ Yes X No

If yes, please specify the name of the defined contribution profit-sharing plan which this Plan hereby amends and restates:

- I. Employer: Leon County

- II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
10/01/2006

- III. Plan Year will mean:
 - () The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.05(i) of the Plan.)

 - (X) The twelve (12) consecutive month period commencing on 10/1 and each anniversary thereof.

- IV. Normal Retirement Age shall be age 62 (not to exceed age 65).

(N/A) Fixed Employer Match of Participant Contributions.

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 required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

(N/A) Variable Employer Match Of Participant Contributions.

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 Participant contributions made by the Participant for the Plan Year (not including 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 Participant contributions exceeding in the aggregate _____% of Earnings or \$_____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is ___ more or ___ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.06 and Article V of the Plan.

_____ Yes X No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:

Per payroll

VII. CASH OR DEFERRED ARRANGEMENT UNDER SECTION 401(k)

1. This Plan will be a cash or deferred arrangement under section 401(k) of the Code.

_____ Yes X No

Each Participant may elect to make Elective Deferrals, not to exceed ___ % of Earnings for the Plan Year, subject to the limitations of Article V of the Plan.

The provisions of the Cash or Deferred Arrangement (CODA) may be made effective as of the first day of the Plan Year in which the CODA is adopted. However, under no circumstances may a salary reduction agreement or other deferral mechanism be adopted retroactively.

[Note to Employer: Under current law, the cash or deferred arrangement (CODA) option under section 401(k) of the Code is not available to an employer that is a State or local government or political subdivision thereof, or any agency or instrumentality thereof, unless that employer established a CODA on or before May 6, 1986.]

2. The Employer will match Elective Deferrals.

_____ Yes _____ No

The Employer will contribute as follows (choose one, if applicable):

() Employer Percentage Match Of Elective 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 on behalf of the Participant for the Plan Year (not including Elective Deferrals exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the Elective Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is _____ more or _____ less.

() Employer Dollar Match Of Elective 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):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Elective

Deferrals for the Plan Year (not including Elective Deferrals exceeding ____% of Earnings or \$_____);

PLUS \$_____ for each ____% of Earnings or \$_____ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate ____% of Earnings or \$_____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or ____% of Earnings, whichever is ___ more or ___ less.

VIII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime _____ Yes X No
- (b) Bonuses _____ Yes X No

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 5.04 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.04(a) through (f) 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.)

N/A Employer Contributions Only

- 2. The limitation year is the following 12-consecutive month period:

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator.

<u>Years of Service Completed</u>	<u>Percent Vested</u>
Zero	<u>100</u> %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

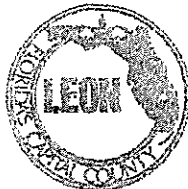
XI. WITHDRAWALS AND LOANS

1. Hardship withdrawals are permitted under the Plan as provided in Section 9.07, from the following accounts only (choose as applicable):
 - a. Employer Contribution Account (Nonforfeitable Interest)
_____ Yes X No
 - b. Participant Elective Deferral Account (not including earnings thereon accrued after December 31, 1988)
_____ Yes X No
2. In-service distributions are permitted under the Plan as provided in Section 9.08.
_____ Yes X No
3. Loans are permitted under the Plan, as provided in Article XIII:
_____ Yes X No

- XII. 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.
- XIII. The Plan Administrator hereby agrees to 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.
- XIV. The Employer hereby appoints the ICMA RC as the Plan Administrator pursuant to the terms and conditions of the ICMA RC GOVERNMENTAL PROFIT-SHARING PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.
- XV. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XVI. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 9th day of January, 2007



ATTEST:
Bob Inzer, Clerk of the Court
Leon County Florida

BY: [Signature]

Approved as to Form:
Leon County Attorney's Office

BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY, FLORIDA

BY: [Signature]
C.E. DePuy, Chairman
Board of County Commissioners

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

BY: [Signature]
(Title)
Angela Martinez

RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A PROFIT-SHARING PLAN

RESOLUTION OF Leon County, Florida .

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a profit-sharing retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its profit-sharing retirement plan be administered by the ICMA RC and that the funds held such plan be invested in the Vantage Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a profit-sharing retirement plan (the "Plan") in the form of: (Select one)

The ICMA RC Governmental Profit-Sharing Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the Vantage Trust, and attached hereto, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Vantage Trust,

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the Vantage Trust; and

BE IT FURTHER that the Director of Human Resources shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA RC or the Vantage Trust; shall cast, on behalf of the Employer, any required votes under the Vantage Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes the County Administrator to execute all necessary agreements with ICMA RC incidental to the administration of the Plan.

I, Bob Inzer, Clerk of the County of Leon do hereby certify that the foregoing resolution proposed by Board of County Commissioners of Leon County was duly passed and adopted by the, Board of the County of Leon at a regular meeting thereof assembled this 21st day of November 2006 by unanimous vote.

LEON COUNTY, FLORIDA



BY: [Signature]
C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: [Signature]

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

BY: [Signature]

Assistant Secretary

Approved as to Form:
Leon County Attorney's Office

BY: [Signature]

Herbert W.A. Thiele, Esq.
County Attorney