

AGENDA
REGULAR MEETING
5:00 P.M.
December 6, 2021

- 1. Call to Order
- 2. Invocation and *Pledge of Allegiance*, Candler County 4H member, Jasper Stone
- 3. Approval of Agenda
- 4. Department Reports
 - a. Recreation – Mike Robins
 - b. Metter Fire Department – Jason Douglas
 - c. EMS – Joseph Reynolds
 - d. Roads & Bridges – Jerry Lanier
 - e. Solid Waste – Robert Hendrix
- 5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Robbie Bell – Requesting abatement of fees for landfill, EMS and poly cart for 2021 on parcel(s) 070B-021 and 070B-034
- 6. Application for Commission approval, permit, or variance –
 - a. Consideration of a sign permit for Georgia Wild Safari Park
- 7. Approval of Minutes – November 1, 2021 and November 15, 2021 Regular Meetings
- 8. Financial Report
- 9. Old Business
 - a. Consideration of a proposal from BAK Builders, LLC for modifications to the Tax Commissioner’s office located at 25 W. Daniel St.
 - b. Consideration of the Intergovernmental Agreements (IGA) for Dispatch Services and Jail Services between the City of Metter, Candler County, and the Candler County Sheriff’s Office
 - c. Consideration of a proposal from Johnson – Laux Construction LLC for replacement of the roof of the Detention Center
 - d. Consideration of options for completion for the recreation department field lighting project
- 10. New Business
 - a. Consideration of a proposal from Dominion Voting to provide a 1-year warranty on voting equipment

- b. Consideration of a restatement and adoption of the Candler County ACCG 401(a) Defined Contribution Plan to incorporate changes required to protect the plan's tax qualified status under new legislation
 - c. Consideration of approval for release of an RFP for HVAC maintenance
 - d. Discussion regarding expiring board terms on the Candler County Hospital Authority
 - e. Consideration of proposals submitted in response to an RFP for multi-function printing machines
 - f. Consideration of a request from the County Administrator for an appropriation of 2018 SPLOST for \$7,846 to replace an HVAC unit at the Candler County Sheriff's Office
 - g. Discussion regarding 2022 Candler County redistricting
11. Report from Chairman
 12. Report from County Administrator
 13. Report from Attorney
 14. Reports from Commissioners
 15. Executive Session
 16. Adjournment

Board of Commissioners of Candler County
Regular Meeting
December 6, 2021
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, December 6, 2021, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed.

The Metter Advertiser was notified of the meeting. Jerri Goodman was present.

Guests attending this meeting included: Metter-Candler Recreation Department Coach, Mike Robins; Candler County Ag Extension Agent, Susannah Lanier; Metter Fire Chief, Jason Douglas; Candler County Election Board members Gary Howard and John Garity, Candler County EMS Director, Joe Reynolds; Candler County Clerk of Court, Jenny Grimes; Candler County Tax Commissioner, Jason Grimes; Senior 4H member, Jasper Stone; and, Robbie Bell. This meeting was offered via teleconference to the public.

Call to Order

Chairman Thrift called the meeting to order at 5:01 p.m.

Invocation and Pledge of Allegiance

Candler County Senior 4-H member, Jasper Stone, delivered the invocation and led the *Pledge of Allegiance*.

Amendment to the Agenda

Vice-Chairman Jones made a motion to amend the agenda to include the following items. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

- 10. e. Consideration of proposals submitted in response to an RFP for multi-function printing machines**
- 10. f. Consideration of a request from the County Administrator for an appropriation of 2018 SPLOST for \$7,846 to replace an HVAC unit at the Candler County Sheriff's Office**
- 10. g. Discussion regarding 2022 Candler County redistricting**

Department Reports

Recreation – Coach Mike Robins delivered his November 2021 department report

- 8U Football team won the State Championship and Coach Robins would like to bring the team to the next meeting.
- Winter Registration for basketball and soccer. School Superintendent, Dr. Bubba Longgear has made arrangements for the school gym to be available for recreation department basketball games. Vice-Chairman Jones requested a Thank You letter to be delivered for allowing the recreation department teams the use of the gym.

Metter Fire Department – Fire Chief Jason Douglas delivered the November 2021 Fire Report (Exhibit A)

- The cost of fire engines has increased \$90,000
- Candler/Evans County Forestry Chief Ranger, Lonnie Calloway recently retired. Candler County Ranger, George W. “Bubba” Bird III, has been promoted to fill the position.

EMS – Director Reynolds presented the November 2021 EMS report and financials (Exhibit B)

- Thanked the Candler County 4H for the many “Thank You” cards prepared by the students and delivered to the EMS staff.

Roads & Bridges –

- Pricing on bulldozer options for the inert landfill

Citizens Wishing to Address the Board

Robbie Bell-Requesting abatement of fees for landfill, EMS, and poly cart for 2021 on parcel(s) 070B-021 and 070B-034

Mr. Aasheim summarized that Mr. Bell contacted the Candler County Tax Assessors office regarding fess attached to his tax bills for parcels 070B 021, 199 Creekside Way and 070B034 108 Manor Dr. Mr. Bell did not apply for an annual fee abatement and states that he was unaware that the county ordinance had changed to required annual application. Further, the county fee abatement process runs concurrent with the appeals process and concluded on July 19, 2021. He provided copies of the parcels’ data, tax bill information and assessment notices for the parcels.

Mr. Bell approached the commission to plead his request to grant him a variance that will excuse him from paying the fees abated to these properties.

After discussing the ordinance, Chairman Thrift made a motion to not allow a waiver. Vice-Chairman Jones provided a second to the motion. The motion carried 5-0.

**Application for Commission approval, permit, or variance –
Consideration of a sign permit for Georgia Wild Safari Park**

Mr. Aasheim stated he is still waiting on the information from Whitefield Signs before he can give further recommendations on this item.

Commissioner Robinson made a motion to table Consideration of a sign permit for Georgia Wild Safari Park. Commissioner Thomas provided a second. The motion carried 5-0.

Approval of Minutes

Vice-Chairman Jones made a motion to approve the November 1, 2021 and November 15, 2021 Regular Meeting Minutes. Commissioner Hendrix provided a second. The motion carried 5-0.

Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- General Fund \$1,772,797.11
- General Fund CD matures on December 15, 2021
- Hospital Loan balance is \$1,128,744.43

- All accounts are balanced
- Discovered an error with a prior year LMIG payment. To correct the error, the LMIG account will increase by \$67,007.63 and TIA discretionary will decrease by the same amount.
- Property tax revenues will begin to be received soon.
- Sheriff's Office, EMS and Roads will need a budget amendment in the future to account for the increased cost of fuel
- Current Expenditures are at \$3,225,000 where prior year expenditures at this time were at \$2,921,000. This is in line with what was expected.
- SPLOST revenue is continually higher than last year. November proceeds totaled \$135,194.22 with the County's share equaling \$60,567.01

Old Business

****Vice-Chairman Jones left the room at 5:50 pm****

Consideration of a proposal from BAK Builders, LLC for modifications to the Tax Commissioner's office located at 25 Daniels Street

Mr. Aasheim presented the proposal from BAK Builders that included a \$5,000 reduction should all three parts of the project be approved. Tax Commissioner, Jason Grimes, requested there be an option for a wood framed glass partition. The proposed partition had a metal frame and Mr. Grimes prefers wood to match the dividing wall currently in place. Considering the significant reduction, Mr. Aasheim requested this item be tabled to allow BAK Builders to revise the proposal.

Commissioner Thomas made a motion to table a proposal from BAK Builders, LLC for modifications to the Tax Commissioner's office located at 25 Daniels Street. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of the Intergovernmental Agreements (IGA) for Dispatch Services and Jail Services between the City of Metter, Candler County, and the Candler County Sheriff's Office

Mr. Aasheim explained the agreement had not been executed and returned to him. He then requested this item be tabled.

Commissioner Thomas made a motion to table the Intergovernmental Agreements (IGA) for Dispatch Services and Jail Services between the City of Metter, Candler County, and the Candler County Sheriff's Office. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of a proposal from Johnson – Laux Construction LLC for replacement of the roof of the Detention Center

Mr. Aasheim requested this item be removed. He further explained Sheriff Miles informed him some patchwork had been performed and he would like to see how well that holds up before moving forward with replacing the roof.

Commissioner Thomas made a motion to remove the replacement of the roof of the Detention Center from the agenda. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of options for completion for the recreation department field lighting project

Mr. Aasheim requested this item be addressed after Vice-Chairman Jones rejoins the meeting.

Moved forward to Item 10. A.

*** Returned to 9. D.***

Mr. Aasheim presented options for completing the Rec Dept LWCF field lighting project before the grant period ends. Vice-Chairman Jones spoke in favor of moving forward with this project.

Chairman Thrift made a motion to move forward with the recreation department field lighting project, to authorize staff to direct purchase electrical components and concrete poles and to locate a construction manager for the installation. Commissioner Thomas provided a second. The motion carried 5-0.

New Business

Vice-Chairman Jones reentered the meeting at 5:58 P.M.

Consideration of a proposal from Dominion Voting to provide a 1-year warranty on voting equipment

Mr. Aasheim presented a proposal from Dominion Voting to provide a 1-year warranty on voting equipment for 2022 in the amount of \$6,123.00.

Commissioner Hendrix made a motion to approve the proposal from Dominion Voting to provide a 1-year warranty on voting equipment for \$6,123.00. Chairman Thrift provided a second. The motion carried 5-0. (Exhibit D)

Revisited 9. D.

Consideration of a restatement and adoption of the Candler County ACCG 401 (a) Defined Contribution Plan to incorporate changes required to protect the plan's tax qualified status under new legislation

Mr. Aasheim presented a resolution to restate and adopt of the Candler County ACCG 401(a) Defined Contribution Plan to incorporate changes required to protect the plan's tax qualified status under new legislation.

Commissioner Robinson made a motion to adopt the resolution. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit E)

Consideration of approval for release of an RFP for HVAC maintenance

Mr. Aasheim requested authorization to release an RFP for HVAC maintenance he and Vice-Chairman Jones worked together to prepare. After a discussion, Vice-Chairman Jones suggested a modification of the unit replacement cost ceiling from \$5,000 to \$8,000.

Vice-Chairman Jones made a motion to authorize the release of the HVAC Maintenance RFP after the modification. Commissioner Hendrix provided a second. The motion carried 5-0.

Discussion regarding expiring board terms on the Candler County Hospital Authority

Mr. Aasheim requested the Board provide names for an expiring term of the Candler County Hospital Authority currently held by Rocker Hartley. He informed the Board the Hospital Authority Board is agreeable for Mr. Hartley to serve another term as well as Mr. Hartley is agreeable to serve a second term.

Chairman Thrift made a motion to submit Rocker Hartley as the sole name for consideration to the Candler County Hospital Authority to be voted on to serve a second term. Commissioner Robinson provided a second. The motion carried 4-1 with Commissioner Hendrix voting against the motion.

Consideration of proposal submitted in response to an RFP for multi-function printing machines

Mr. Aasheim presented the proposals submitted in response to an RFP for multi-function printing machines. After an in-depth discussion, Mr. Aasheim recommended the proposed purchase option from RICOH, USA Inc. of \$42,005.91 with the rebate of \$5,400 and a 60-month maintenance agreement for \$200 per month. The purchase is a capital purchase that can be funded by 18SPLOST and the maintenance expense will be allocated in the general fund.

Commissioner Robinson made a motion to approve the RICOH USA, Inc. bid. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit F)

Consideration of a request from the County Administrator for an appropriation of 2018 SPLOST for \$7,846 to replace an HVAC unit at the Candler County Sheriff's Office

Mr. Aasheim requested the Commission consider an appropriation of 2018 SPLOST for \$7,846 to replace an HVAC unit at the Candler County Sheriff's Office. Davis Heating and Air provided a quote. After some discussion about the crane fees, Vice-Chairman Jones suggested a small increase not greater than \$9,000.

Commissioner Thomas made a motion to approve an appropriation of 2018 SPLOST not to exceed \$9,000 to replace an HVAC unit at the Candler County Sheriff's Office. Vice-Chairman Jones provided a second. The motion carried 5-0.

Discussion regarding 2022 Candler County redistricting

Mr. Aasheim presented the redistricting maps and requested a called meeting be set for December 13, 2021 at 5:00 pm to provide citizens with an opportunity to be informed of the proposed changes.

Report from the Chairman

Chairman Thrift reported some EMS trip issues on a repeat caller. One or two RV Park issues. Brought up COVID pay for County employees. Recommended that full-time employees will receive \$1,000 and part-time employees will receive \$500 from ARPA funds.

Commissioner Thomas made the motion to pay a one-time premium payment to full-time employees of \$1,000 and part-time employees of \$500. The one-time premium payment will be funded from American Relief Plan Act funds. Commissioner Hendrix provided a second. The motion carried 5-0.

Report from the Administrator

Mr. Aasheim reported on the following topics:

- Alcohol application portal run by DOR going live in January 2022
- City Manager requested date that the County and City would be agreeable to sit down to dinner just to have dinner. Vice Chairman Jones recommended Thursday nights
- Tax Commissioner requested that he be a part of the Business License approval process. The commission agreed to take the matter under consideration.
- Lisa Rigdon is looking for assistance to provide meals to the seniors.

- Requested executive session for personnel

Report from the County Attorney

Mr. Gross requested executive session to discuss litigation.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report.

Vice-Chairman Jones representing Commission District 2 had nothing to report.

Commissioner Robinson representing Commission District 3 spoke to Ralph Clifton about donating land for a connector road.

Commissioner Hendrix representing Commission District 4 had nothing to report.

Executive Session

Commissioner Thomas moved to exit into Executive Session to discuss personnel and litigation at 7:03 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

Commissioner Hendrix left the meeting at 7:03 p.m.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:22 p.m. Chairman Thrift provided a second to the motion. The motion carried 4-0.

Commissioner Thomas moved to authorize Chairman Thrift to sign *the Closed Meeting Affidavit*. Commissioner Robinson provided the second to the motion. The motion carried 4-0.

Commissioner Robinson moved to accept the provisions of the opioid settlement agreement and to authorize the County Administrator and Chairman Thrift to execute the documents necessary to submit the settlement. Commissioner Thomas provided the second to the motion. The motion carried 4-0.

Vice-Chairman Jones made a motion to authorize Director Reynolds to hire John David Rhoney as a part-time EMT-I pending a drug screening and pre-employment background check. Commissioner Robinson provided the second. The motion carried 4-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:31 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.

Maranda K. Lank, Clerk
Attest

Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1. The Board of Commissioners of Candler County met in a duly advertised meeting on December 6, 2021

2. During such meeting, the Board voted to go into closed session.

3. The executive session was called to order at 7:03 p.m.

4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 6th day of December 2021.

Sworn to and subscribed before me
this 6th day of December 2021

Maranda K Lane
Notary Public



Glyn Thrift
Glyn Thrift, Chairman
Board of Commissioners of Candler County

Exhibit A

Metter Fire Rescue Response List

Nov-21

Call Type and Jurisdiction

Nov-21

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	0	2	1	0	0	3	4	1	1	5	0	17
County	1	0	0	3	1	6	0	0	0	7	0	18
Total	1	2	1	3	1	9	4	1	1	12	0	

Total Calls	35
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Total 37 1 mutual aid given to Emanuel and 1 given to Bulloch

Nov-20

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	0	0	2	0	1	3	4	0	0	7	0	17
County	0	0	1	4	1	6	0	0	0	3	1	16
Total	0	0	3	4	2	9	4	0	0	10	1	

Total Calls	33
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Exhibit B

**Candler County EMS
Patient Transport Report
November 2021**

From the Scene to Candler Co. Hospital = 76
From Scene to Meadows Regional = 2
From Scene to East Ga. Regional = 13
Transfers to Memorial Med. = 9
Transfers to Candler Gen. = 1
Transfers to St. Joseph's = 4
Transfers to Augusta university = 2
Transfers to Doctors of Tattnall = 1
Transfers to East Ga. Regional = 4
Discharges Back to Nursing Homes = 20
Refusals = 40
Helicopter Flights = 1
Mutual Aid = 2
Coroner Calls = 6
Cancelled Calls = 4
No Patient Contact = 1

Transfer to Jefferson County Hosp. = 1

TOTAL CALLS FOR NOVEMBER 2021 = 187

A handwritten signature in blue ink that reads "Joseph Reynolds". The signature is written in a cursive style with a large initial 'J'.

Joseph Reynolds

EMS Director

Candler Co. EMS

Period Activity Summary

Start Date: Mon Nov 01 2021 00:00:00 GMT-0400 (Eastern Daylight Time)

End Date: Tue Nov 30 2021 00:00:00 GMT-0500 (Eastern Standard Time)

Agency	Total Transports	Total Payments	Total Payments Volded	Total Adjustments & WO	Total Adj. & WO Volded	Total Charges	Total Charges Volded	Ending Total Forward	Payments per Transport	Collection Rate
Candler County EMS										
Candler County EMS	148	\$50,250.33	\$0.00	\$30,069.62	\$0.00	\$101,445.68	\$810.00	\$290,060.94	\$339.53	49.53%
Totals	148	\$50,250.33	\$0.00	\$30,069.62	\$0.00	\$101,445.68	\$810.00	\$290,060.94	\$339.53	49.53%

DAILY REPORT

COMPANY: **CANDLER**

DATE: **11/30/2021**

TRANSPORTS:

IMPORTS: _____

RETURNED FOR CORRECTION: _____

RESPONSE FEES: _____

DELETED AND CLOSED: _____

CLAIMS POSTED AND SENT TO PAYERS:

MEDICARE EXTRACT: _____

PI EXTRACT: _____

2

NUMBER EXTRACTED: _____

4

MEDICAID EXTRACT: _____

BCBS EXTRACT: _____

2

SELF PAY: _____

RUNS ON HOLD/DEFER: _____

WHY: _____

FOLLOW UP WORKED: _____

PAYMENTS

PAYMENT DATE	PAYER	PAYMENT TYPE	PAYMENT #	AMOUNT
11/30/2021	MEDICARE	ACH	44393	\$ 293.22
11/30/2021	UHC	ACH	44397	\$ 1,156.61
11/17/2021	AMERIGROUP	CK	CK# 0100188359 PB# 44035	\$ 255.72
11/16/2021	Aetna	ACH	44652	\$ 669.91
11/22/2021	TRICARE	ACH	44653	\$ 125.56
TOTAL:				\$ 2,501.02

PAYMENTS CONTINUED TOTAL: _____

\$ (669.58)

GRAND TOTAL: _____

\$ 1,831.44

Range of Accounts: 100-34-2602 to 100-34-2602
Type: Revenue Activity
Subtotal CAFR: No

Start Month: July
Start Year: 2021
Includes Accounts with Zero Activity: N
Year To Date As of: 12/01/21

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
100-34-2602	ENS LEGAL RECOVERY OF BACK DEBT	0.00	98.13	18.75	387.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Total	0.00	98.13	18.75	387.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Grand Total	0.00	98.13	18.75	387.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Count: 1												

Exhibit C

Account Number	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
GENERAL FUND					
100-11-1110	GENERAL FUND QNB	\$1,772,797.11	\$1,772,797.11	\$0.00	
100-11-1308	QNB CD (GF)-72770	\$236,482.30	\$236,482.30	\$0.00	12/15/2021 Maturity Date
	Total	\$2,009,279.41			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$1,733,097.65	\$1,733,097.65	\$0.00	
100-11-1309	QNB LFILL CLO CD-72769	\$0.00	\$0.00	\$0.00	06/12/2021 Maturity Date
	Total	\$1,733,097.65			
100-11-1135	JUVENILE COURT FUND QNB	\$1,630.51	\$1,630.51	\$0.00	
100-11-1136	PUBLIC BUILDING FUND-CLOSED	\$0.00	\$0.00	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$125,388.15	\$125,388.15	\$0.00	
100-11-1167	HOSPITAL LOC	\$176,292.02	\$176,292.02	\$0.00	
	HOSPITAL LOAN *9022				
100-11-1170	AMERICAN RESCUE PLAN ACT	\$0.00	\$0.00	\$0.00	November 30, 2021 Balance \$1,128,744.43
	Fund 100 Totals	\$4,838,125.02			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$47,571.27	\$47,571.27	\$0.00	
	Fund 212 Totals	\$47,571.27			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$331,155.17	\$331,155.17	\$0.00	
215-11-1303	CD_E911_QNB-72653	\$0.00	\$0.00	\$0.00	10/26/2021 Maturity Date
	Fund 215 Totals	\$331,155.17			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$792,437.28	\$792,437.28	\$0.00	
	Fund 230 Totals	\$792,437.28			
LMIG FUND					
250-11-1110	LMIG	\$110,864.56	\$110,864.56	\$0.00	
	Fund 250 Totals	\$110,864.56			
SSD FUND					
270-11-1110	Special Services District	\$1,003,775.81	\$1,003,775.81	\$0.00	
	Fund 270 Totals	\$1,003,775.81			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$109,012.14	\$109,012.14	\$0.00	
	Fund 285 Totals	\$109,012.14			
2011 SPLOST					
320-11-1140	2011 SPLOST QNB	\$6,175.39	\$6,175.39	\$0.00	
	Fund 320 Totals	\$6,175.39			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$664,875.89	\$664,875.89	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$74,098.59	\$74,098.59	\$0.00	
	Fund 320 Totals	\$738,974.48			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,086,484.15	\$1,086,484.15	\$0.00	
	Fund 335 Totals	\$1,086,484.15			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$55,893.13	\$55,893.13	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$37,708.19	\$37,708.19	\$0.00	
	Fund 601 Totals	\$37,708.19			
	Report Totals	\$9,102,283.46			

Board of Commissioners of Candler County

12/1/2021
3:08 PM

Statement of Revenue and Expenditures

Revenue Account Range: 100-00-0000 to 100-99-9999
 Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 11/30/21
 Current Period: 07/01/21 to 11/30/21
 Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	\$56,428.51	\$3,200,000.00	\$0.00	\$0.00	\$0.00	-\$3,200,000.00	0%
100-31-1120	TIMBER TAX	\$27,421.17	\$55,000.00	\$30,464.79	\$30,464.79	\$0.00	-\$24,535.21	55%
100-31-1190	HOSPITAL LEVY	\$17,171.24	\$280,000.00	\$7,778.41	\$7,778.41	\$0.00	-\$272,221.59	3%
100-31-1200	REAL PROP-PRIOR YEAR	\$118,155.81	\$295,000.00	\$107,541.53	\$107,541.53	\$0.00	-\$177,458.47	38%
100-31-1314	ALTERNATIVE AD VAL T	\$0.00	\$7,900.00	\$0.00	\$0.00	\$0.00	-\$7,900.00	0%
100-31-1315	TAVT	\$236,262.09	\$600,000.00	\$254,694.74	\$254,694.74	\$0.00	-\$345,305.26	42%
100-31-1320	MOBILE HOME	\$2,354.66	\$31,000.00	\$4,414.16	\$4,414.16	\$0.00	-\$26,585.84	14%
100-31-1350	RAILROAD EQUIPMENT	\$3,686.27	\$3,600.00	\$3,877.54	\$3,877.54	\$0.00	\$277.54	108%
100-31-1500	PROPERTY NOT ON DIGE	\$5,254.46	\$175,000.00	\$3,431.82	\$3,431.82	\$0.00	-\$171,568.18	2%
100-31-1600	REAL ESTATE TRANSFER	\$17,932.76	\$40,000.00	\$26,412.38	\$26,412.38	\$0.00	-\$13,587.62	66%
100-31-3100	LOST	\$298,874.01	\$720,000.00	\$366,478.98	\$366,478.98	\$0.00	-\$353,521.02	51%
100-31-6300	FINANCIAL INSTITUTIO	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	-\$30,000.00	0%
100-31-9110	PEN & INT-REAL	\$50,150.71	\$150,000.00	\$50,648.47	\$50,648.47	\$0.00	-\$99,351.53	34%
100-31-9500	PEN & INT-FIFA	\$1,888.50	\$4,800.00	\$2,588.70	\$2,588.70	\$0.00	-\$2,211.30	54%
100-32-1240	HUNTING CAMP LIC/PER	\$1,414.72	\$1,700.00	\$1,500.00	\$1,500.00	\$0.00	-\$200.00	88%
100-32-2211	LAND TRANSFER FEE	\$1,015.00	\$1,600.00	\$1,015.00	\$1,015.00	\$0.00	-\$585.00	63%
100-32-2240	MOBILE HOME PERMITS	\$4,000.00	\$8,500.00	\$3,500.00	\$3,500.00	\$0.00	-\$5,000.00	41%
100-32-2250	ELECTRICAL PERMITS	\$640.00	\$2,000.00	\$1,190.00	\$1,190.00	\$0.00	-\$810.00	60%
100-33-1113	HHS & HRSA GRANT_COVID-19	\$0.00	\$0.00	\$32,925.78	\$32,925.78	\$0.00	\$32,925.78	0%
100-33-1152	GEMA EMA PARTNERSHIP	\$0.00	\$7,326.00	\$0.00	\$0.00	\$0.00	-\$7,326.00	0%
100-33-1154	GEORGIA CARES ACT	\$345,390.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1155	GEORGIA CARES ACT-Elections	\$1,038.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-4211	FAMILY CONNECTIONS GRANT	\$25,831.26	\$48,000.00	\$24,479.07	\$24,479.07	\$0.00	-\$23,520.93	51%
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	0%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMEN	\$27,083.35	\$65,000.00	\$27,083.35	\$27,083.35	\$0.00	-\$37,916.65	42%
100-34-1120	STATE COURT - COMMUNITY SERVICE	\$1,309.00	\$3,000.00	\$12.00	\$12.00	\$0.00	-\$2,988.00	0%
100-34-1190	STATE COURT - JOF	\$750.00	\$2,000.00	\$1,400.00	\$1,400.00	\$0.00	-\$600.00	70%
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	\$17,207.50	\$43,000.00	\$20,784.50	\$20,784.50	\$0.00	-\$22,215.50	48%
100-34-1660	TAV/MOTOR VEHICLE COUNTY FEES	\$13,925.54	\$30,000.00	\$15,900.20	\$15,900.20	\$0.00	-\$14,099.80	53%
100-34-1940	COMMISSIONS ON TAXES	\$5,122.42	\$17,500.00	\$5,208.92	\$5,208.92	\$0.00	-\$12,291.08	30%
100-34-1941	METTER TAX COLLECTIO	\$2,150.00	\$10,000.00	\$2,250.00	\$2,250.00	\$0.00	-\$7,750.00	22%
100-34-2100	LAW ENFORCEMENT FEES	\$7,847.50	\$16,500.00	\$7,990.00	\$7,990.00	\$0.00	-\$8,510.00	48%
100-34-2200	GBI DRUG ENF-SALARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-2201	SCHOOL RESOURCE OFFICER	\$13,022.00	\$40,000.00	\$11,424.00	\$11,424.00	\$0.00	-\$28,576.00	29%
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	\$0.00	\$4,000.00	\$1,629.94	\$1,629.94	\$0.00	-\$2,370.06	41%
100-34-2600	EMS TRIP SERVICE FEES	\$195,349.88	\$465,000.00	\$230,990.71	\$230,990.71	\$0.00	-\$234,009.29	50%
100-34-2601	EMS ANNUAL FEES	\$43,517.32	\$500,000.00	\$26,006.86	\$26,006.86	\$0.00	-\$473,993.14	5%
100-34-2602	EMS LEGAL RECOVERY CF BACK DEBT	\$110.08	\$0.00	\$504.87	\$504.87	\$0.00	\$504.87	0%
100-34-2900	HOSPITAL DEBT SERVICE FEES	\$766.00	\$0.00	\$864.91	\$864.91	\$0.00	\$864.91	0%
100-34-4131	RECYLED MATERIALS	\$1,262.57	\$1,500.00	\$1,113.00	\$1,113.00	\$0.00	-\$387.00	74%
100-34-4150	TIPPING LANDFILL FEES	\$42,816.49	\$85,000.00	\$39,590.50	\$39,590.50	\$0.00	-\$45,409.50	47%
100-34-4151	RESIDENTIAL LDFL USE	\$42,278.96	\$460,000.00	\$26,122.13	\$26,122.13	\$0.00	-\$433,877.87	6%
100-34-4152	RECYCLE CTR FEES	\$1,157.00	\$1,500.00	\$973.00	\$973.00	\$0.00	\$527.00	65%
100-34-4153	INFRT LANDFILL FEES	\$11,944.80	\$25,000.00	\$8,304.25	\$8,304.25	\$0.00	-\$16,695.75	33%
100-34-7202	JACK STRICKLAND RENT	-\$250.00	\$2,500.00	\$1,950.00	\$1,950.00	\$0.00	-\$550.00	78%
100-34-7205	REC DEPT REGISTRATIO	\$10,930.00	\$25,000.00	\$14,170.00	\$14,170.00	\$0.00	-\$10,830.00	57%
100-34-7206	REC DEPT CONCESSIONS	\$262.04	\$10,000.00	\$961.10	\$961.10	\$0.00	-\$9,038.90	10%
100-34-7207	RFC DEPT SPONSORS	\$647.60	\$9,000.00	\$108.00	\$108.00	\$0.00	-\$8,892.00	1%
100-34-7208	FIELD RENTAL	\$300.00	\$500.00	\$0.00	\$0.00	\$0.00	-\$500.00	0%
100-34-7209	REC DEPT ADMISSIONS	\$0.00	\$3,000.00	\$2,085.00	\$2,085.00	\$0.00	-\$915.00	70%
100-34-7210	REC DEPT TOURNAMENT	\$0.00	\$1,000.00	\$775.00	\$775.00	\$0.00	-\$225.00	78%
100-35-1110	SUPERIOR COURT FINFS	\$5,065.54	\$10,000.00	\$4,653.69	\$4,653.69	\$0.00	-\$5,346.31	47%

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-35-1120	STATE COURT FINES	\$108,173.20	\$250,000.00	\$154,584.11	\$154,584.11	\$0.00	-\$95,415.89	62%
100-35-1130	MAGISTRATE COURT	\$13,133.00	\$30,000.00	\$13,312.00	\$13,312.00	\$0.00	-\$16,688.00	44%
100-35-1150	PROBATE COURT	\$12,154.03	\$30,000.00	\$10,488.85	\$10,488.85	\$0.00	-\$19,511.15	35%
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	\$11,856.72	\$35,000.00	\$16,641.07	\$16,641.07	\$0.00	-\$18,358.93	48%
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	\$10,015.86	\$22,000.00	\$10,683.02	\$10,683.02	\$0.00	-\$11,316.98	49%
100-35-1408	JUVE COURT ADD ON FEE	\$60.00	\$400.00	\$190.00	\$190.00	\$0.00	-\$210.00	48%
100-35-1901	PUBLIC DEFENDER FCEES	\$224.84	\$500.00	\$674.50	\$674.50	\$0.00	\$74.50	115%
100-36-1001	INTEREST INCOME	\$1,881.14	\$5,000.00	\$3,694.33	\$3,694.33	\$0.00	-\$1,305.67	74%
100-36-1002	INTEREST INCOME - LANDFILL CD	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	-\$15,000.00	0%
100-36-1003	INTEREST INCOME - GENERAL FUND CD	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	-\$3,000.00	0%
100-37-1001	PRIVATE DONATIONS	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0%
100-37-1120	HEALTH GRANT ACCG	\$750.00	\$1,500.00	\$0.00	\$0.00	\$0.00	-\$1,500.00	0%
100-38-9001	MISC SALE OF PIPE	\$5,019.09	\$15,000.00	\$1,710.86	\$1,710.86	\$0.00	-\$13,289.14	11%
100-38-9003	MISC TAX COMM FICA	\$6,031.83	\$6,100.00	\$5,622.47	\$5,622.47	\$0.00	-\$477.53	92%
100-38-9005	MISCELLANEOUS	\$8,527.00	\$15,000.00	\$20,513.44	\$20,513.44	\$0.00	\$5,513.44	137%
100-38-9006	INSURANCE PROCEEDS	\$19,053.71	\$20,000.00	\$8,327.45	\$8,327.45	\$0.00	-\$11,672.55	42%
100-38-9007	MISC SALE OF SIGNS	\$0.00	\$0.00	\$52.00	\$52.00	\$0.00	\$52.00	0%
100-38-9008	FEES PAID - TAX COMMISSIONER LOSS	-\$239.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-38-9999	CANCEL PRIOR YEAR EXPENSE	\$0.00	\$0.00	\$1,167.70	\$1,167.70	\$0.00	\$1,167.70	0%
100-39-1800	FUND BALANCE USE	\$0.00	\$91,715.76	\$0.00	\$0.00	\$0.00	-\$91,715.76	0%
100-39-2100	SALE OF ASSETS	\$0.00	\$0.00	\$57,107.39	\$57,107.39	\$0.00	\$57,107.39	0%
	GENERAL FUND Revenue Total	\$1,856,326.24	\$8,046,643.76	\$1,681,466.49	\$1,681,466.49	\$0.00	-\$6,365,177.27	21%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-1100-	LEGISLATIVE	\$19,338.83	\$50,200.18	\$20,892.54	\$20,892.54	\$0.00	\$29,307.64	42%
100-1300-	EXECUTIVE	\$86,091.46	\$224,857.28	\$95,197.71	\$95,197.71	\$0.00	\$129,659.57	42%
100-1400-	ELECTIONS & VOTER REGISTRATION	\$35,153.37	\$91,758.59	\$33,288.79	\$33,288.79	\$0.00	\$58,469.80	36%
100-1510-	ADMINISTRATION	\$194,808.14	\$360,470.87	\$182,404.42	\$182,404.42	\$0.00	\$178,066.45	51%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

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Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-1514-	BOARD OF EQUALIZATION:	\$1,229.27	\$5,003.19	\$1,380.42	\$1,380.42	\$0.00	\$3,622.77	28%
100-1535-	INFORMATION TECHNOLOGY:	\$79,865.68	\$164,000.00	\$83,208.94	\$83,208.94	\$0.00	\$80,791.06	51%
100-1545-	TAX COMMISSIONER	\$120,483.85	\$280,902.54	\$111,285.34	\$111,285.34	\$0.00	\$169,617.20	40%
100-1550-	TAX ASSESSOR	\$70,858.18	\$263,662.98	\$92,234.90	\$92,234.90	\$0.00	\$171,428.08	35%
100-1565-	PUBLIC BUILDINGS	\$86,087.14	\$222,568.00	\$92,582.28	\$92,582.28	\$0.00	\$130,085.72	42%
100-2150-	SUPERIOR COURT	\$75,070.25	\$209,758.34	\$94,045.38	\$94,045.38	\$0.00	\$115,722.96	45%
100-2180-	CLERK OF COURT	\$78,807.97	\$228,513.08	\$85,619.98	\$85,619.98	\$0.00	\$142,693.10	38%
100-2300-	STATE COURT	\$49,519.39	\$112,693.99	\$45,987.63	\$45,987.63	\$0.00	\$66,706.36	41%
100-2400-	MAGISTRATE COURT	\$37,263.48	\$94,725.74	\$39,753.01	\$39,753.01	\$0.00	\$54,972.73	42%
100-2450-	PROBATE COURT	\$56,750.80	\$149,974.58	\$63,203.55	\$63,203.55	\$0.00	\$86,771.03	42%
100-3300-	SHERIFF	\$499,105.53	\$1,451,040.67	\$605,189.27	\$605,189.27	\$0.00	\$841,851.40	42%
100-3326-	DETENTION CENTER	\$253,267.15	\$697,403.41	\$286,665.50	\$286,665.50	\$0.00	\$410,737.91	41%
100-3600-	EMERGENCY MEDICAL SERVICES	\$404,204.13	\$1,099,877.08	\$446,096.60	\$446,096.60	\$0.00	\$653,780.48	41%
100-3700-	CORONER	\$11,114.33	\$33,595.60	\$10,924.95	\$10,924.95	\$0.00	\$22,670.65	33%
100-3920-	EMERGENCY MANAGEMENT ASSOCIATION	\$14,911.29	\$39,090.47	\$13,354.29	\$13,354.29	\$0.00	\$25,736.18	34%
100-4200-	ROADS & BRIDGES	\$368,652.66	\$1,112,183.17	\$461,088.65	\$461,088.65	\$0.00	\$651,094.52	41%
100-4520-	COLLECTIONS	\$1,534.16	\$0.00	\$52.00	\$52.00	\$0.00	-\$52.00	0%
100-4530-	SOLID WASTE DISPOSAL	\$135,862.97	\$505,636.89	\$146,075.16	\$146,075.16	\$0.00	\$359,561.73	29%
100-5550-	FAMILY CONNECTIONS:	\$19,204.74	\$48,000.00	\$19,666.60	\$19,666.60	\$0.00	\$28,333.40	41%
100-7130-	AGRICULTURAL RESOURCES	\$17,913.32	\$80,438.00	\$5,597.64	\$5,597.64	\$0.00	\$74,840.36	7%
100-7450-	CODE ENFORCEMENT	\$4,485.40	\$0.00	\$4,485.40	\$4,485.40	\$0.00	-\$4,485.40	0%
100-7460-	RECREATION DEPARTMENT	\$105,766.46	\$265,562.11	\$93,035.41	\$93,035.41	\$0.00	\$172,526.70	35%
100-8000-	DEBT SERVICES:	\$12,500.00	\$25,000.00	\$6,250.00	\$6,250.00	\$0.00	\$18,750.00	25%
100-9000-	OTHER DEPARTMENTS	\$81,321.96	\$280,836.00	\$81,905.25	\$81,905.25	\$0.00	\$198,930.75	29%
	GENERAL FUND Expend Total	\$2,921,171.91	\$8,097,652.76	\$3,225,471.61	\$3,225,471.61	\$0.00	\$4,872,191.15	40%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd		YTD Expd	Cancel	Balance	% Expd
				Prior	Current				
100	GENERAL FUND								
	Revenue:	\$1,856,326.24	\$1,856,326.24	\$1,681,466.49	\$1,681,466.49	\$1,681,466.49			
	Expended:	\$2,921,171.91	\$3,225,471.61	\$3,225,471.61	\$3,225,471.61	\$3,225,471.61			
	Net Income:	-\$1,064,845.67	-\$1,544,005.12	-\$1,544,005.12	-\$1,544,005.12	-\$1,544,005.12			

Grand Totals

	Prior	Current	YTD
Revenue:	\$1,856,326.24	\$1,681,466.49	\$1,681,466.49
Expended:	\$2,921,171.91	\$3,225,471.61	\$3,225,471.61
Net Income:	-\$1,064,845.67	-\$1,544,005.12	-\$1,544,005.12

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 230-00-0000 to 230-99-9999
 Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999
 Print Zero YTD Activity: No
 Include Non-Anticipated: Yes
 Include Non-Budget No
 Year To Date As Of: 11/30/21
 Current Period: 07/01/21 to 11/30/21
 Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
230-36-1001	INTEREST INCOME	\$0.00	\$0.00	\$187.66	\$187.66	\$0.00	\$187.66	0%
AMERICAN RESCUE PLAN (ARP) ACT FUND Revenue Total		\$0.00	\$0.00	\$187.66	\$187.66	\$0.00	\$187.66	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
230-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$353,954.92	\$252,643.31	\$252,643.31	\$0.00	\$101,311.61	71%
230-4200-	ROADS & BRIDGES	\$0.00	\$0.00	\$4,344.00	\$4,344.00	\$0.00	-\$4,344.00	0%
AMERICAN RESCUE PLAN (ARP) ACT FUND Expend Total		\$0.00	\$353,954.92	\$256,987.31	\$256,987.31	\$0.00	\$96,967.61	73%

230	AMERICAN RESCUE PLAN (ARP) ACT FUND	Prior	Current	YTD
Revenue:		\$0.00	\$187.66	\$187.66
Expended:		\$0.00	\$256,987.31	\$256,987.31
Net Income:		\$0.00	-\$256,799.65	-\$256,799.65

Grand Totals				
	Prior	Current	YTD	
Revenue:	\$0.00	\$187.66	\$187.66	
Expended:	\$0.00	\$256,987.31	\$256,987.31	
Net Income:	\$0.00	-\$256,799.65	-\$256,799.65	

Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999

Include Non-Anticipated: Yes Year To Date As Of: 11/30/21

Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999

Include Non-Budget: No Current Period: 07/01/21 to 11/30/21

Print Zero YTD Activity: No

Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
250-33-4257	DOT GRANT - 2020 LMIG - SUPPLEMENT SOE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-33-4258	DOT GRANT - 2021 LMIG	\$0.00	\$405,000.00	\$0.00	\$0.00	\$0.00	-\$405,000.00	0%
250-33-4259	DOT GRANT - 2021 LMIG SAP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-36-1001	LMIG INTEREST INCOME	\$537.59	\$1,000.00	\$434.77	\$434.77	\$0.00	-\$565.23	43%
	LMIG FUND Revenue Total	\$537.59	\$406,000.00	\$434.77	\$434.77	\$0.00	-\$405,565.23	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expa
250-4200-	ROADS & BRIDGES	\$0.00	\$0.00	\$405,287.25	\$405,287.25	\$0.00	-\$405,287.25	0%
	LMIG FUND Expend Total	\$0.00	\$0.00	\$405,287.25	\$405,287.25	\$0.00	-\$405,287.25	0%

	Prior	Current	YTD
Revenue:	\$537.59	\$434.77	\$434.77
Expended:	\$0.00	\$405,287.25	\$405,287.25
Net Income:	\$537.59	-\$404,852.48	-\$404,852.48

Grand Totals

	Prior	Current	YTD
Revenue:	\$537.59	\$434.77	\$434.77
Expended:	\$0.00	\$405,287.25	\$405,287.25
Net Income:	\$537.59	-\$404,852.48	-\$404,852.48

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 270-00-0000 to 270-99-9999 include Non-Anticipated: Yes Year To Date As Of: 11/30/21
 Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999 Include Non-Budget: No Current Period: 07/01/21 to 11/30/21
 Print Zero YTD Activity: No Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	\$2,805.62	\$3,000.00	\$2,585.98	\$2,585.98	\$0.00	-\$414.02	86%
270-31-1750	FRANCHISE TAX-TELEVI	\$23,050.59	\$45,000.00	\$22,424.58	\$22,424.58	\$0.00	-\$22,575.42	50%
270-31-4200	ALCOHOL BEVERAGE EXC	\$48,472.68	\$95,000.00	\$44,476.86	\$44,476.86	\$0.00	-\$50,523.14	47%
270-31-6200	INSURANCE PREMIUM TAX	\$489,424.84	\$490,000.00	\$507,368.33	\$507,368.33	\$0.00	\$17,368.33	104%
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	\$2,400.00	\$15,000.00	\$2,486.50	\$2,486.50	\$0.00	-\$12,513.50	17%
270-32-1200	GENERAL BUSINESS LICENSE	\$4,625.00	\$11,000.00	\$6,960.50	\$6,960.50	\$0.00	-\$4,339.50	62%
270-32-2231	CELL TOWER FEES	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-33-7001	FIRE BUDGET SURPLUS METTER	\$30,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-34-4110	REFUSE COLLECTION CHARGE	\$39,203.46	\$340,000.00	\$20,368.00	\$20,368.00	\$0.00	-\$319,632.00	6%
270-35-1400	CODE VIOLATION FINES	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	0%
270-36-1001	INTEREST INCOME	\$480.67	\$1,500.00	\$667.59	\$667.59	\$0.00	-\$832.41	45%
SPECIAL SERVICE DISTRICT FUND Revenue Total		\$641,450.86	\$1,000,800.00	\$607,388.34	\$607,388.34	\$0.00	-\$393,411.66	61%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-1510-	ADMINISTRATION	\$146.50	\$125,926.37	\$0.00	\$0.00	\$0.00	\$125,926.37	0%
270-4520-	COLLECTIONS	\$138,250.80	\$367,500.00	\$140,696.28	\$140,696.28	\$0.00	\$226,803.72	38%
270-7410-	ZONING	\$0.00	\$2,500.00	\$218.00	\$218.00	\$0.00	\$2,282.00	9%
270-7450-	CODE ENFORCEMENT	\$0.00	\$10,765.00	\$11,007.05	\$11,007.05	\$0.00	-\$242.05	102%
270-9000-	OTHER DEPARTMENTS	\$200,306.06	\$536,397.00	\$248,167.02	\$248,167.02	\$0.00	\$288,229.98	46%
SPECIAL SERVICE DISTRICT FUND Expend Total		\$338,703.36	\$1,043,088.37	\$400,088.35	\$400,088.35	\$0.00	\$643,000.02	38%
270	SPECIAL SERVICE DISTRICT FUND		Prior	Current	YTD			
	Revenue:	\$641,450.86	\$607,388.34	\$607,388.34	\$607,388.34			
	Expended:	\$338,703.36	\$400,088.35	\$400,088.35	\$400,088.35			
	Net Income:	\$302,747.50	\$207,299.99	\$207,299.99	\$207,299.99			

Revenue Account Range: 320-00-0000 to 320-99-9999
 Expend Account Range: 320-0000-00-0000 to 320-9999-99-9999
 Print Zero YTD Activity: No

Statement of Revenue and Expenditures
 Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 11/30/21
 Current Period: 07/01/21 to 11/30/21
 Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
320-36-1003	INTEREST INC:2011 SP	\$137.51	\$0.00	\$17.25	\$17.25	\$0.00	\$17.25	0%
2011 SPLOST FUND Revenue Total								
		\$137.51	\$0.00	\$17.25	\$17.25	\$0.00	\$17.25	0%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
320-1510-	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-1535-		\$0.00	\$20,548.92	\$14,415.88	\$14,415.88	\$0.00	\$6,133.04	70%
320-1565-	PUBLIC BUILDINGS	\$54,281.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-3326-	DETENTION CENTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-3500-		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-8000-	DEBT SERVICE:	\$108,630.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
2011 SPLOST FUND Expend Total								
		\$162,912.33	\$20,548.92	\$14,415.88	\$14,415.88	\$0.00	\$6,133.04	70%

320	2011 SPLOST FUND	Prior	Current	YTD
Revenue:		\$137.51	\$17.25	\$17.25
Expended:		\$162,912.33	\$14,415.88	\$14,415.88
Net Income:		-\$162,774.82	-\$14,398.63	-\$14,398.63

Grand Totals

	Prior	Current	YTD
Revenue:	\$137.51	\$17.25	\$17.25
Expended:	\$162,912.33	\$14,415.88	\$14,415.88
Net Income:	-\$162,774.82	-\$14,398.63	-\$14,398.63

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-4200-54-2101	PUBLIC WORKS - HEAVY EQUIPMENT	\$0.00	\$132,500.00	\$132,500.00	\$132,500.00	\$0.00	\$0.00	100%
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	\$0.00	\$108,065.00	\$0.00	\$0.00	\$0.00	\$108,065.00	0%
321-4200-54-2201	PUBLIC WORKS - VEHICLE	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0%
321-4530-54-2100	SOLID WASTE CAPITAL - WATER TRAILER	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4963-57-1094	2018 SPLOST METTER 40%	\$195,118.92	\$473,600.00	\$239,228.77	\$239,228.77	\$0.00	\$234,371.23	51%
321-4963-57-1095	METTER - FIRE CAPITAL STIPEND	\$0.00	\$36,620.00	\$0.00	\$0.00	\$0.00	\$36,620.00	0%
321-4964-57-1094	2018 SPLOST PULASKI 4%	\$19,511.89	\$47,360.00	\$23,922.88	\$23,922.88	\$0.00	\$23,437.12	51%
321-4968-57-1094	2018 SPLOST (Hospital 20%)	\$121,949.32	\$296,000.00	\$149,517.97	\$149,517.97	\$0.00	\$146,482.03	51%
321-7130-54-2501	COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0%
321-7460-54-1201	RECREATION DEPT - FENCING	\$0.00	\$46,100.00	\$36,100.00	\$36,100.00	\$0.00	\$10,000.00	78%
321-7460-54-1203	RECREATION DEPT - NETTING	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
	2018 SPLOST FUND Expend Total	\$519,179.29	\$1,748,610.66	\$973,581.70	\$973,581.70	\$0.00	\$775,028.96	56%

321 2018 SPLOST FUND

	Prior	Current	YTD
Revenue:	\$610,311.27	\$748,313.90	\$748,313.90
Expended:	\$519,179.29	\$973,581.70	\$973,581.70
Net Income:	\$91,131.98	-\$225,267.80	-\$225,267.80

Grand Totals

	Prior	Current	YTD
Revenue:	\$610,311.27	\$748,313.90	\$748,313.90
Expended:	\$519,179.29	\$973,581.70	\$973,581.70
Net Income:	\$91,131.98	-\$225,267.80	-\$225,267.80

Statement of Revenue and Expenditures

Revenue Account Range: 335-00-0000 to 335-99-9999
 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999
 Print Zero YTD Activity: No
 Include Non-Anticipated: Yes
 Year To Date As Of: 11/30/21
 Current Period: 07/01/21 to 11/30/21
 Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	\$147,086.58	\$225,000.00	\$140,033.82	\$140,033.82	\$0.00	-\$84,966.18	62%
335-31-3205	GDOT	\$525,779.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-36-1004	INTEREST INC TIA SPI	\$682.01	\$0.00	\$861.68	\$861.68	\$0.00	\$861.68	0%
TIA SPLOST FUND Revenue Total		\$674,547.98	\$225,000.00	\$140,895.50	\$140,895.50	\$0.00	-\$84,104.50	63%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
335-4200-52-3300	ADVERTISING	\$0.00	\$0.00	\$549.00	\$549.00	\$0.00	-\$549.00	0%
335-4968-00-0000	2012 TIA SPLOST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-52-1204	ENGINEERING	\$16,700.00	\$0.00	\$2,200.00	\$2,200.00	\$0.00	-\$2,200.00	0%
335-4968-54-1001	LAND ACQUISITION	\$43,454.84	\$0.00	-\$575.04	\$575.04	\$0.00	\$575.04	0%
335-4968-54-1401	CANOCHEE PIPE REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1403	2020 LMIG 10% MATCH	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1404	2019 LMIG SAP 10% MATCH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1405	EDEN CHURCH RD	\$530,341.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1406	2021 LMIG 10% MATCH	\$0.00	\$0.00	\$22,972.06	\$22,972.06	\$0.00	-\$22,972.06	0%
335-4968-54-1407	2021 LMIG SAP 10% MATCH	\$0.00	\$0.00	\$5,315.50	\$5,315.50	\$0.00	-\$5,315.50	0%
TIA SPLOST FUND Expend Total		\$595,096.23	\$0.00	\$30,461.52	\$30,461.52	\$0.00	-\$30,461.52	0%
335 TIA SPLOST FUND			Prior	Current	YTD			
Revenue:		\$674,547.98	\$140,895.50	\$140,895.50				
Expended:		\$595,096.23	\$30,461.52	\$30,461.52				
Net Income:		\$79,451.75	\$110,433.98	\$110,433.98				

Grand Totals

Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 11/30/21
 Current Period: 07/01/21 to 11/30/21
 Prior Year: 07/01/20 to 11/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM C	\$0.00	\$1,268,541.00	\$550,321.90	\$550,321.90	\$0.00	-\$718,219.10	43%
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	\$0.00	\$0.00	\$5.69	\$5.69	\$0.00	\$5.69	0%
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	\$0.00	\$0.00	\$56.40	\$56.40	\$0.00	\$56.40	0%
	INTERNAL HEALTH INSURANCE FUND Revenue Total	\$0.00	\$1,268,541.00	\$550,383.99	\$550,383.99	\$0.00	-\$718,157.01	43%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2100	ADMINISTRATIVE FEES	\$0.00	\$75,538.00	\$35,189.00	\$35,189.00	\$0.00	\$40,349.00	47%
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	\$0.00	\$37,309.00	\$0.00	\$0.00	\$0.00	\$37,309.00	0%
601-1510-55-2200	PAID CLAIMS	\$0.00	\$781,310.00	\$228,224.01	\$228,224.01	\$0.00	\$553,085.99	29%
601-1510-55-2201	STOP LOSS PREMIUMS	\$0.00	\$374,383.00	\$156,060.66	\$156,060.66	\$0.00	\$218,322.34	42%
	INTERNAL HEALTH INSURANCE FUND Expend Total	\$0.00	\$1,268,540.00	\$419,473.67	\$419,473.67	\$0.00	\$849,066.33	33%

	Prior	Current	YTD
Revenue:	\$0.00	\$550,383.99	\$550,383.99
Expended:	\$0.00	\$419,473.67	\$419,473.67
Net Income:	\$0.00	\$130,910.32	\$130,910.32

Grand Totals

	Prior	Current	YTD
Revenue:	\$0.00	\$550,383.99	\$550,383.99
Expended:	\$0.00	\$419,473.67	\$419,473.67
Net Income:	\$0.00	\$130,910.32	\$130,910.32

	FY2018	Hospital	Net Remaining	Metter	Pulaski	County
June	\$ 103,621.99	\$ 20,724.40	\$ 82,897.59	\$ 33,159.04	\$ 3,315.90	\$ 46,422.65
Totals	\$ 103,621.99	\$ 20,724.40	\$ 82,897.59	\$ 33,159.04	\$ 3,315.90	\$ 46,422.65

	FY2019	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 110,246.13	\$ 22,049.23	\$ 88,196.90	\$ 35,278.76	\$ 3,527.88	\$ 49,390.27
August	\$ 114,954.34	\$ 22,990.87	\$ 91,963.47	\$ 36,785.39	\$ 3,678.54	\$ 51,499.54
September	\$ 109,679.12	\$ 21,935.82	\$ 87,743.30	\$ 35,097.32	\$ 3,509.73	\$ 49,186.25
October	\$ 109,731.74	\$ 21,946.35	\$ 87,785.39	\$ 35,114.16	\$ 3,511.42	\$ 49,159.82
November	\$ 119,386.08	\$ 23,877.22	\$ 95,508.86	\$ 38,203.55	\$ 3,020.35	\$ 53,484.96
December	\$ 105,842.93	\$ 21,168.59	\$ 84,674.34	\$ 33,869.74	\$ 3,386.97	\$ 47,417.63
January	\$ 106,437.84	\$ 21,287.57	\$ 85,150.27	\$ 34,060.11	\$ 3,406.01	\$ 47,684.35
February	\$ 105,878.56	\$ 21,175.71	\$ 84,702.85	\$ 33,881.14	\$ 3,388.11	\$ 47,433.59
March	\$ 99,434.97	\$ 19,886.99	\$ 79,547.98	\$ 31,819.19	\$ 3,181.92	\$ 44,546.87
April	\$ 117,339.34	\$ 23,467.87	\$ 93,871.47	\$ 37,548.59	\$ 3,754.85	\$ 52,568.02
May	\$ 112,543.87	\$ 22,508.77	\$ 90,035.10	\$ 36,014.04	\$ 3,601.40	\$ 50,419.65
June	\$ 113,404.60	\$ 22,680.92	\$ 90,723.68	\$ 36,289.47	\$ 3,628.95	\$ 50,805.26
Totals	\$ 1,324,879.52	\$ 264,975.90	\$ 1,059,903.62	\$ 427,946.45	\$ 42,395.14	\$ 593,516.03

Rounding Error \$50,419.65

\$ 1,333,333.00
99.37%

	FY2020	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 114,653.18	\$ 22,930.64	\$ 91,722.54	\$ 36,689.02	\$ 3,668.90	\$ 51,366.62
August	\$ 119,730.47	\$ 23,946.09	\$ 95,784.38	\$ 38,313.75	\$ 3,831.38	\$ 53,639.25
September	\$ 111,955.15	\$ 22,391.03	\$ 89,564.12	\$ 35,825.65	\$ 3,582.56	\$ 50,155.91
October	\$ 115,002.35	\$ 23,000.47	\$ 92,001.88	\$ 36,800.75	\$ 3,680.08	\$ 51,521.05
November	\$ 130,021.03	\$ 26,004.21	\$ 104,016.82	\$ 41,606.73	\$ 4,160.67	\$ 58,249.42
Nov Pro Rata	\$ 383.45	\$ 76.69	\$ 306.76	\$ 122.70	\$ 12.27	\$ 171.79
December	\$ 108,558.04	\$ 21,711.61	\$ 86,846.43	\$ 34,738.57	\$ 3,473.86	\$ 48,634.00
January	\$ 116,297.21	\$ 23,259.44	\$ 93,037.77	\$ 37,215.11	\$ 3,721.51	\$ 52,101.15
February	\$ 109,286.13	\$ 21,077.03	\$ 87,508.10	\$ 35,003.24	\$ 3,500.32	\$ 49,004.54
March	\$ 99,492.27	\$ 19,898.45	\$ 79,593.82	\$ 31,837.53	\$ 3,183.76	\$ 47,672.51
April	\$ 109,871.58	\$ 21,974.32	\$ 87,897.26	\$ 35,158.91	\$ 3,515.89	\$ 49,222.47
May	\$ 105,330.46	\$ 21,066.09	\$ 84,264.37	\$ 33,705.75	\$ 3,370.57	\$ 47,188.05
June	\$ 123,526.88	\$ 24,705.38	\$ 98,821.50	\$ 39,528.60	\$ 3,952.86	\$ 55,340.04
June Pro Rata	\$ 102.51	\$ 20.50	\$ 82.01	\$ 32.80	\$ 3.28	\$ 45.93
Totals	\$ 1,334,207.20	\$ 272,841.44	\$ 1,061,365.76	\$ 436,546.30	\$ 43,654.63	\$ 611,164.03

102.32%

	FY2021	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 120,784.30	\$ 24,156.88	\$ 96,627.42	\$ 38,650.98	\$ 3,865.10	\$ 54,111.37
August	\$ 122,574.17	\$ 24,514.83	\$ 98,059.34	\$ 39,223.73	\$ 3,922.37	\$ 54,913.23
September	\$ 118,636.48	\$ 23,727.30	\$ 94,909.18	\$ 37,963.67	\$ 3,796.37	\$ 53,149.14
October	\$ 129,010.92	\$ 25,802.18	\$ 103,208.74	\$ 41,283.49	\$ 4,128.35	\$ 57,796.89
November	\$ 118,740.77	\$ 23,748.15	\$ 94,992.62	\$ 37,997.05	\$ 3,799.70	\$ 53,195.86
Dec Prorata	\$ 195.61	\$ 39.12	\$ 156.49	\$ 67.60	\$ 6.26	\$ 67.63
December	\$ 121,766.55	\$ 24,353.31	\$ 97,413.24	\$ 38,965.30	\$ 3,896.53	\$ 54,551.41
January	\$ 136,607.50	\$ 27,320.51	\$ 109,286.99	\$ 43,712.82	\$ 4,371.28	\$ 61,197.95
February	\$ 119,113.35	\$ 23,822.67	\$ 95,290.68	\$ 38,116.27	\$ 3,811.63	\$ 53,362.78
March	\$ 115,059.61	\$ 23,011.92	\$ 92,047.69	\$ 36,819.08	\$ 3,681.91	\$ 51,546.71
April	\$ 144,544.87	\$ 28,908.97	\$ 115,635.90	\$ 46,254.36	\$ 4,625.44	\$ 64,756.10
May	\$ 138,512.60	\$ 27,702.52	\$ 110,810.08	\$ 44,324.03	\$ 4,432.40	\$ 62,053.64
June Prorata	\$ 173.26	\$ 34.65	\$ 138.61	\$ 55.44	\$ 5.54	\$ 77.62
June	\$ 142,428.95	\$ 28,485.79	\$ 113,943.16	\$ 45,577.26	\$ 4,557.73	\$ 63,808.17
Totals	\$ 1,528,144.00	\$ 305,628.83	\$ 1,222,515.17	\$ 489,006.00	\$ 48,900.61	\$ 684,024.51

114.61%

County Portion Without Hospital 20%
\$ 67,639.21
\$ 68,641.54
\$ 66,436.43
\$ 72,246.12
\$ 66,494.83
\$ 109.54
\$ 68,189.27
\$ 76,497.43
\$ 66,703.48
\$ 61,433.38
\$ 80,945.13
\$ 77,567.06
\$ 97.03
\$ 79,760.21
\$ 855,760.62

	FY2022	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 141,422.24	\$ 28,284.45	\$ 113,137.79	\$ 45,255.12	\$ 4,525.51	\$ 63,357.16
August	\$ 207,833.47	\$ 41,566.69	\$ 166,266.78	\$ 66,506.71	\$ 6,650.67	\$ 83,100.39
September	\$ 129,388.96	\$ 25,877.79	\$ 103,511.17	\$ 41,404.47	\$ 4,140.45	\$ 57,066.25
October	\$ 133,750.99	\$ 26,750.20	\$ 107,000.79	\$ 42,800.32	\$ 4,280.03	\$ 59,920.44
November	\$ 135,194.22	\$ 27,038.84	\$ 108,155.38	\$ 43,262.15	\$ 4,326.22	\$ 60,567.01
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 747,589.88	\$ 149,517.93	\$ 598,071.95	\$ 239,228.76	\$ 23,922.88	\$ 394,920.27

56.07%

County Portion Without Hospital 20%
\$ 79,196.45
\$ 116,386.74
\$ 72,457.82
\$ 74,900.55
\$ 75,708.76
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 418,650.33

Total SPLOST Collected \$ 5,068,442.59
 Total Hospital SPLOST \$ 1,013,688.52
 Total County SPLOST \$ 2,270,662.28

	Collected	Total Collections	Estimated Collections	Total Estimated Collections	
FY18	\$ 103,621.99				
FY19	\$ 1,324,879.52	\$ 1,428,501.51			
FY20	\$ 1,364,207.20	\$ 2,792,708.71			
FY21	\$ 1,528,144.00	\$ 4,320,852.71			
FY22			\$ 1,600,000.00	\$ 6,668,442.59	
FY23			\$ 1,700,000.00	\$ 8,368,442.59	** @ \$7M Collected the next \$500K goes to the Industrial Authority
FY35					

Exhibit D

HARDWARE WARRANTY AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND CANDLER COUNTY, GA

This Hardware Warranty Agreement (the "Agreement") dated January 1, 2022, (the "Effective Date"), is made between Candler County, GA ("County") and Dominion Voting Systems, Inc. ("Dominion"). This Agreement may refer to Dominion and the County together as the "Parties," or individually as a "Party."

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the "State Contract") with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

1. Composition of Agreement. Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

2. Definitions.

2.1. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to the other Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion software.

2.2. "Hardware" means the ImageCast[®] system hardware listed in Exhibit A of this Agreement.

2.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose to terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

4. **Dominion's Responsibilities.** Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.

5. **County's Responsibilities.** County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.

6. **Warranties.** The following warranties shall apply to the Hardware.

6.1. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.

6.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion software and with third party products approved by Dominion for use with the Hardware. The following conditions apply:

6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.

6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

6.2.2.1. Replacement of consumable items including but not limited to batteries, toner¹, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach of the Agreement.

¹ Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

6.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information.

- 7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

8. Force Majeure. Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

9. Indemnification. Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.

12. Termination. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.

13. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

14. Choice of Law and Jurisdiction. Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.

15. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

16. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 343
Broomfield, CO 80038
Email: contracts@dominionvoting.com

If to the County:

Candler
Attn: Tony Thompson
35 SW Broad St Suite B
Metter, GA 30439
Email: candlerprobate@gmail.com

17. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

18. Entire Agreement. This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and Dominion, and incorporated as an amendment hereto.

19. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

12/22/2021

DATE

CANDLER COUNTY, GEORGIA



AUTHORIZED SIGNATURE

Tony Thompson

PRINTED NAME

Election Superintendent

TITLE

12-13-2021

DATE

EXHIBIT A

PRICING AND PAYMENT SUMMARY

1. Pricing Summary

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Hardware Fees*			
ICP Annual Hardware Warranty	6	\$146.00	\$876.00
ICC Annual Hardware Warranty	1	\$1,200.00	\$1,200.00
ICX Annual Hardware Warranty (with annual replacement toner supply**)	27	\$136.00	\$3,672.00
MBP Annual Hardware Warranty	1	\$375.00	\$375.00
Total Annual Fees:			\$6,123.00

* Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

** For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

Payment Schedule - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.

Exhibit E

401(a) Adoption Agreement (2018)

Candler County

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR
CANDLER COUNTY EMPLOYEES**

ARTICLE I: PURPOSE

The undersigned Candler County, Georgia, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

- New Plan
- Amendment and Restatement of Previously Adopted Plan
- Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

ARTICLE II: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

2.09 COMPENSATION

Compensation Defined

- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Other Definition of Compensation (See Additional Provisions Addendum)

Determination Period Defined for Compensation

- The Plan Year (Default provision)
- The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning _____ (day) _____ (month)

2.11 DISABILITY OR DISABLED

- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other Definition of Disability (See Additional Provisions Addendum)

2.14 EFFECTIVE DATE

- New qualified Plan with an Effective Date of _____, 20__ (the "Original Effective Date").
- Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **January 1, 2019** (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.
 [The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

2.16 ELIGIBILITY COMPUTATION PERIOD

- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

2.17 ELIGIBLE EMPLOYEE

Employees, other than Elected Officials

		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Senior Management Only (Specify Eligible Positions):	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least thirty (30) Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		
<input type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input type="checkbox"/>

[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]
	<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>	Include	Exclude
	County Commissioners	[--]	[X]
	Coroner	[--]	[X]
	Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[X]
	<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>		
	Sheriff	[--]	[X]
	Tax Commissioner (elected before 7/1/2012)	[--]	[X]
	Clerk of Superior Court	[--]	[X]
	Chief Magistrate Judge	[--]	[X]
	Assistant Magistrate Judge(s)	[--]	[X]
	Probate Court Judge	[--]	[X]
	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[--]	[X]
	<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u>		
	State Court Judge	[--]	[X]
	Superior Court Judge	[--]	[X]
	Solicitor or Solicitor General	[--]	[X]
	District Attorney	[--]	[X]
	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	[--]	[X]
	<u>Other Personnel Eligible for one or more State of Georgia Retirement Systems</u>		
	Employees of Tax Commissioners (hired before 7/1/2012)	[--]	[X]
	<u>Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)</u>		
	Tax Commissioner (hired on or after 7/1/2012)	[--]	[X]
	Employees of Tax Commissioners (hired on or after 7/1/2012)	[X]	[--]
	<u>Other Personnel Receiving Supplemental Compensation from the Employer</u>		
	Extension Agents	[--]	[X]

Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum) [--] [X]

<u>Excluded Employees</u>		Include	Exclude
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[X]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[--]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[--]

2.23 EMPLOYER

The term "Employer" means **Candler County, Georgia**

Employer EIN: **58-6000793**

Employer Fiscal year: **July 1 – June 30**

2.28 ENTRY DATE

Entry Date for Employee Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

Entry Date for Employer Basic Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

- Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

Entry Date for Employer Discretionary Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

Entry Date for Employer Matching Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

2.31 HOURS OF SERVICE METHOD

Eligibility Service

- Not Applicable
- 1000 Hours of Service in an Eligibility Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

Vesting Service

- Not applicable
- 1000 Hours of Service in a Vesting Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

2.36 LIMITATION YEAR

- Calendar Year
- Plan Year
- Fiscal year

[--] Other: 12 month period ending on the following date: _____

2.39 NORMAL RETIREMENT AGE

The term "Normal Retirement Age" means:

- [X] Age 65
- [--] Age _____ (specify between 55 and 64, inclusive)
- [--] Later of age _____ (not to exceed 65) or the _____ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date
- [--] Age: _____ (not to exceed 65) plus Years of Service _____ (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

2.44 PLAN

The name of the Plan as adopted by the Employer is the:

- [X] "ACCG 401(a) Defined Contribution Plan for Candler County Employees"
- [--] "ACCG 401(a) Defined Contribution Plan for Senior Management Employees of _____ County"

2.61 YEAR OF SERVICE

Method of Measurement for Eligibility Purposes

- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [--] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Adjustments to Years of Service for Eligibility Purposes

- [--] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [--] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

Method of Measurement for Vesting Purposes

- Hours of Service Method:**
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

- Hours of Service Method:**
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

- Elapsed Time Method:**
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Vesting Computation Period

- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)

- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

Adjustments to Years of Service for Vesting

- Service Before the Original Effective Date of the Plan included
- Service Before the Original Effective Date of the Plan excluded
- Service Before the Effective Date of this amended and restated Plan included
- Service Before the Effective Date of this amended and restated Plan excluded
- Unused Sick Leave included
- Unused Annual Leave included
- Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

ARTICLE III: PARTICIPATION AND SERVICE

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Basic Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Discretionary Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Matching Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

3.06 ELECTION NOT TO PARTICIPATE

- Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee first becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- Employees may not elect out of participating in the Plan.

ARTICLE IV: CONTRIBUTIONS

4.01 EMPLOYEE CONTRIBUTIONS

Mandatory Employee Contributions

- Not Required
- Required in the amount of _____ (____%) of Compensation per payroll period effective as of _____ [May not exceed 100%.]

Employee After Tax Contributions

- Not Permitted
- Permitted up to _____% of Compensation [May not exceed 100%.]
- Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- No Basic Contributions
- Basic Contributions equal to _____ percent (____%) of each Participant's Compensation (not to exceed 25%)
- Basic Contributions in a flat dollar amount equal to _____ dollars (\$____) for each Participant
- Basic Contributions allocated based on Points equal to \$_____ times number of each Participant's points.
- Points for each year of age (in whole numbers): _____
- Points for each Year of Service (in whole numbers): _____
- Points for each unit of Compensation: _____
- A unit of Compensation is _____
- Maximum Years of Service taken into account, if any: _____
- Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: _____ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Basic Contributions

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - Pro-Rata Based on Compensation
 - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
 - Fixed Dollar Formula
 - Each Participant shall be credited with an equal dollar amount
- Discretionary Contributions allocated based on Points
- Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: _____ (must be at least annual)

Discretionary Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Discretionary Contributions

- No additional requirements [Must elect if made less frequently than annually]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to **fifty percent (50%)** of the first **six percent (6.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3.0%)** of Compensation or \$(N/A).
- Matching Contributions equal to _____ percent (___ %) of the first _____ percent (___ %) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (___ %) of the next _____ percent (___ %) so contributed and _____ percent (___ %) of the next _____ percent (___ %) so contributed. The maximum Matching Contribution shall be no more than _____ percent (___ %) of Compensation or \$_____.
- Matching Contributions equal to _____ percent (___ %) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- Other Matching Contribution Formula (See Additional Provisions Addendum)
- Discretionary Matching Contributions as determined each year by the Employer
Matching Contributions shall be made on the following types of deferrals:
 - Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
 - Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
 - Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
Matching Contributions shall be made:
 - On a payroll basis
 - On a monthly basis

- On a quarterly basis
- On an annual basis
- Other remittance period for Matching Contributions: _____ (must be at least annual)
- Matching Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

Employer Matching Contribution Eligibility Requirements

- No requirements [Must elect if made more frequently than annually]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

4.05 ROLLOVER CONTRIBUTIONS

- No rollovers permitted
- Eligible rollover contributions permitted to be made by:
 - Eligible Employees, whether or not a Plan Participant
 - Plan Participants Only

4.07 QUALIFIED MILITARY SERVICE

Employer Contributions (Other Than Matching) Upon Return to Employment

- Mandatory Employee Contributions required to receive Employer Contributions

Employer Matching Contributions Upon Return to Employment

- Elective deferrals under the Employer's 457(b) Plan must be made up to receive Employer Matching Contributions
- Elective deferrals under the Employer's 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

Employer Contributions Upon Death

- Employer Contributions made for a Participant who dies during Qualified Military Service
 - Employer Basic Contributions
 - Employer Discretionary Contributions
 - Employer Matching Contributions

Employer Contributions Upon Disability

- Employer Contributions made for a Disabled Participant during Qualified Military Service:
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

Vesting Upon Disability

- Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants)

Differential Wage Payments

- Differential Wage Payments treated as Compensation during Qualified Military Service

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS

Maximum Permissible Amount for Participants Covered by Another Plan

- Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- Maximum Contributions up to Section 415 limit made to this Plan
- See Additional Provisions Addendum.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)). Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

- 100% Vesting immediately upon Entry Date
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
| Less than ____ () years | 0 % |
| _____ () years or more | 100 % |
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
|--|----------------------------------|

_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %

[--] Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

Vesting for Employer Discretionary Contribution

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %

Less than _____ () years 0 %

_____ () years or more 100 %

[--] Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

Vesting for Employer Matching Contribution

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %

Less than five (5) years 0 %

Five (5) years or more 100 %

[--] Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

6.04 IN-SERVICE WITHDRAWALS.

[X] No in-service withdrawals permitted

[--] In-Service withdrawals shall be permitted as designated below.

[--] After-tax Accounts may be withdrawn at any time

[--] Rollover Accounts may be withdrawn at any time

[--] Withdrawals from vested Accounts on and after attainment of age _____

[--] Withdrawals from vested Accounts on and after Normal Retirement Age

- Active Military Distribution
- Withdrawal after _____ years of participation (must be at least 5) of the lesser of _____ (specify a dollar amount) or 100% of the Participant's Vested Account
- Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

ARTICLE VII: DEATH BENEFITS

7.01 DEATH BENEFITS

- Death benefits paid in one lump sum
- Death Benefits paid in any form permitted under the Plan for Participants
- Other forms of Death Benefit payment (see Forms of Payment Addendum)

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 NORMAL PAYMENT FORMS

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)
- Other forms of distributions permitted (see Forms of Payment Addendum)

8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.

- The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- \$1000 or less
- The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

ARTICLE IX: TRUST FUND INVESTMENTS

9.03 PARTICIPANT DIRECTION OF INVESTMENTS

Accounts Invested by Participants

[X]	Participants direct investment of all Accounts		
[--]	Direct investment of following Accounts only:	<u>Participant</u>	<u>Employer</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

Self-directed Brokerage

[X]	Self-directed Brokerage not permitted		
[--]	Self-directed Brokerage permitted for all Participants' Accounts		
[--]	Self-directed Brokerage permitted for following Accounts only:	<u>Yes</u>	<u>No</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

MISCELLANEOUS

ADDITIONAL PROVISIONS AND PROTECTED BENEFITS

[--] The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

SUPERSEDING PROVISIONS

[--] The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

RELIANCE ON OPINION LETTER

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

ELECTRONIC SIGNATURE AND RECORDS

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

ACCG BASIC PLAN DOCUMENT INFORMATION

Preapproved Plan Sponsor:

Association County Commissioners of Georgia
191 Peachtree Street #700
Atlanta, Ga 3030
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

CANDLER COUNTY

By: [Signature]
Title: Chairman
Date: December 6, 2021



ACCEPTANCE (on behalf of the DC Board):

By: _____
Title: _____
Date: _____

PRIOR SERVICE ADDENDUM

Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service

IN-SERVICE WITHDRAWAL ADDENDUM

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant's Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

ADDITIONAL PROVISIONS ADDENDUM

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

2.09 COMPENSATION

Compensation Defined

The following definition of Compensation applies to:

- All Participants
- Only the following Participants: _____
- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Includes the following: _____
- Excludes the following: _____

2.11 DISABILITY OR DISABLED

The following definition of Disability applies to:

- All Participants
- Only the following Participants: _____
- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other: _____ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

2.17 ELIGIBLE EMPLOYEE

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Employees, other than Elected Officials

Include Exclude

The following definition of Employees, other than Elected Officials, applies to:

- All Participants
- Only the following Participants: _____
 - All Employees
 - Senior Management Only (Specify eligible positions: _____)
 - Full-time Employees only
- Working for the Employer at least _____ Hours of Service per week for Compensation
- Other Definition of Full-time: _____
- Grant-funded Employees (*List employee classifications and check "Include" or "Exclude" as appropriate*)
 - _____
 - _____
- Other Definition of Eligible Employees other than Elected Officials: (*List employee classifications and check "Include" or "Exclude" as appropriate*)
 - _____
 - _____

Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)

- County Commissioners
- Coroner
- Other Elected Official (Not eligible for a State of Georgia Retirement System) (*List and check "Include" or "Exclude" as appropriate*)
 - _____
 - _____

Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)

- Sheriff
- Tax Commissioner (elected before 7/1/2012)
- Clerk of Superior Court
- Chief Magistrate Judge

	Assistant Magistrate Judge(s)	<input type="checkbox"/>	<input type="checkbox"/>
	Probate Court Judge	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		Include	Exclude
	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

	State Court Judge	<input type="checkbox"/>	<input type="checkbox"/>
	Superior Court Judge	<input type="checkbox"/>	<input type="checkbox"/>
	Solicitor or Solicitor General	<input type="checkbox"/>	<input type="checkbox"/>
	District Attorney	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>

Other Personnel Receiving Supplemental Compensation from the Employer

<input type="checkbox"/>	Other Personnel Receiving Supplemental Compensation from the Employer (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>

Excluded Employees

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	<input type="checkbox"/>	<input type="checkbox"/>
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	<input type="checkbox"/>	<input type="checkbox"/>
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	<input type="checkbox"/>	<input type="checkbox"/>
	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	<input type="checkbox"/>	<input type="checkbox"/>
	Juvenile Court Judges	<input type="checkbox"/>	<input type="checkbox"/>
	Nonresident Aliens	<input type="checkbox"/>	<input type="checkbox"/>

- Other Excluded Employees (List and check "Include" or "Exclude" as appropriate.)

- Grant-Funded Employees (List and check "Include" or "Exclude" as appropriate.)

2.28 ENTRY DATE

Entry Date for Employee Contributions

The following Entry Date for Employee Contributions applies to:

- All Participants
- Only the following Participants: _____
- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date* _____

Entry Date for Employer Basic Contributions

The following Entry Date for Employer Basic Contributions applies to:

- All Participants
- Only the following Participants: _____
- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Basic Contributions: _____
- Whichever option is selected above or below, but no earlier than _____ (insert date)
- The first day of the _____ (insert a designation other than "first") pay period

- beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Discretionary Contributions

The following Entry Date for Employer Discretionary Contributions applies to:

- All Participants
- Only the following Participants: _____
- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- Whichever option is selected above or below, but no earlier than _____ (*insert date*)
- The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Matching Contributions

The following Entry Date for Employer Matching Contributions applies to:

- All Participants
- Only the following Participants: _____
- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Whichever option is selected above or below, but no earlier than _____ (*insert date*)
- The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date

- the Participant first meets the eligibility requirement
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

2.61 YEAR OF SERVICE

Adjustments to Years of Service for Eligibility Purposes

Include Exclude

The following adjustments to Years of Service for Eligibility Purposes applies to:

- [--] All Participants [--] [--]
- [--] Only the following Participants: _____ [--] [--]
- [--] Service Before the Original Effective Date of the Plan included [--] [--]
- [--] Service Before the Original Effective Date of the Plan excluded [--] [--]
- [--] Service Before the Effective Date of this amended and restated Plan included [--] [--]
- [--] Service Before the Effective Date of this amended and restated Plan excluded [--] [--]
- [--] Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date [--] [--]
- [--] Other Adjustments to Years of Service for Eligibility:
 - Include: _____ [--] [--]
 - Exclude: _____ [--] [--]

Adjustments to Years of Service for Vesting Purposes

The following adjustments to Years of Service for Vesting Purposes applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Service Before the Original Effective Date of the Plan included [--] [--]
- [--] Service Before the Original Effective Date of the Plan excluded [--] [--]
- [--] Service Before the Effective Date of this amended and restated Plan included [--] [--]

- Service Before the Effective Date of this amended and restated Plan excluded
- Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date
- Other Adjustments to Years of Service for Vesting:
 - Include: _____
 - Exclude: _____

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

- All Participants
- Only the following Participants: _____
- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age () ()
- The earlier of the date on which the Eligible Employee completes () Years of Service or attains age ()
- Other Eligibility Date for Employee Contributions: _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

- All Participants
- Only the following Participants: _____
- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age () ()
- The earlier of the date on which the Eligible Employee completes () Years of Service or attains age ()
- Other Eligibility Date for Basic Contributions _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

- All Participants
- Only the following Participants: _____
- The Eligible Employee's Employment Commencement Date

- [--] Date on which the Eligible Employee completes _____ () Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) ()
- [--] The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- [--] Other Eligibility Date for Discretionary Contributions _____
(Must be based on service, age or a combination of service and age)

Eligibility Date Determination for Employer Matching Contributions

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ () Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) ()
- [--] The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- [--] Other Eligibility Date for Matching Contributions _____
(Must be based on service, age or a combination of service and age)

3.02 PARTICIPATION UPON REEMPLOYMENT

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
- [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on _____
(describe the applicable date)
- [--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the _____, *(earlier or later)* of _____
(describe the applicable date.) or _____
- [--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he _____ *(shall or shall not)* receive _____ *(all or the portion described)* previous Years of Service and shall become a Participant on _____
(describe the date)

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions

The following Employer Basic Contribution shall apply to:

- [--] All Participants

- Only the following Participants: _____
- No Basic Contributions
- Basic Contributions equal to _____ percent (___ %) of each Participant's Compensation (not to exceed 25%)
- Basic Contributions in a flat dollar amount equal to _____ dollars (\$ ___) for each Participant
- Basic Contributions allocated based on Points equal to \$ _____ times the number of each Participant's points. *(Complete Description of Points below.)*
- Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- Points for each year of age (in whole numbers): _____
- Points for each Year of Service (in whole numbers): _____
- Points for each unit of Compensation: _____
- A unit of Compensation is _____
- Maximum Years of Service taken into account, if any: _____
- Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500, 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* _____

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Basic Contributions

- No additional requirements

- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable, 42 hours/week or 175/month is not).*

Employer Discretionary Contributions

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - [--] Pro-Rata Based on Compensation
 - [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
 - [--] Fixed Dollar Formula
 - [--] Each Participant shall be credited with an equal dollar amount
 - [--] Discretionary Contributions allocated based on Points
 - [--] Discretionary Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
 - [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____

- A unit of Compensation is _____
- Maximum Years of Service taken into account, if any: _____
- Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Discretionary Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up)* _____

Eligibility Requirements for Discretionary Contributions

- No additional requirements [**Must elect if paid on less than annual basis**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.)* _____

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

The following Employer Matching Contribution shall apply to:

- All Participants
- Only the following Participants: _____
- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to _____ percent (___%) of the first _____ percent (___%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (___%) of Compensation or \$_____.
- Matching Contributions equal to _____ percent (___%) of the first _____ percent (___%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (___%) of the next _____ percent (___%) so contributed and

_____ percent (__%) of the next _____ percent (__%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (__%) of Compensation or \$_____.

[--] Matching Contributions equal to _____ percent (__%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: _____ (must be at least annual)

Employer Matching Contribution Eligibility Requirements

[--] No requirements [**Must elect if made more frequently than annually**]

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS

The following _____ shall apply to:

[--] All Participants

[--] Only the following Participants: _____

Describe allocation between this Plan and the other plan: _____

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)). Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<input type="checkbox"/>	100% Vesting immediately upon Entry Date	
<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	Less than ____ () years	0 %
	_____ () years or more	100 %
<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years or more	____ %

Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<input type="checkbox"/>	100% Vesting immediately upon Entry Date	
<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years or more	____ %
	Less than ____ () years	0 %
	_____ () years or more	100 %

Vesting for Employer Matching Contribution

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).)

100% Vesting immediately upon Entry Date

[--] Full Years of Service With the Employer	Percent Vested in Account
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %
Less than _____ () years	0 %
_____ () years or more	100 %

2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works _____ Hour(s) of Service during a _____ shall be credited with _____ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: _____ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
 - The maximum length of the installment period shall be: _____ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
 - The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
 - In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$ _____.
- Annuities:
 - 1. Any form of annuity
 - 2. Only the following forms of annuity (select one or more):
 - a. Straight life annuity
 - b. Life and 5 years certain
 - c. Life and 10 years certain
 - d. Life and 15 years certain
 - e. Life and 20 years certain
 - f. Straight life with reduction upon receipt of Social Security benefits
 - g. Joint and 50% survivor annuity
 - h. Joint and 66 2/3% survivor annuity
 - i. Joint and 75% survivor annuity
 - j. Joint and 100% survivor annuity
 - Annuity options are available only to Participants who have attained age: _____ (specify).
 - Annuity options are available only to Participants who have completed _____ (specify) Years of Service.
 - Joint Annuity may be:
 - Spouse only
 - No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- Distributions may be made in:
- cash only (except for insurance or annuity contracts)
- cash or property

SUPERSEDING PROVISIONS ADDENDUM

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

**GOVERNMENTAL
401(a) DEFINED CONTRIBUTION PLAN
ACCG BASIC PLAN DOCUMENT No. 1**

401(a) DEFINED CONTRIBUTION PROGRAM

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ARTICLE I: PURPOSE AND ADOPTION

This preapproved plan consists of two parts: (1) an Adoption Agreement that is a separate document and (2) a preapproved ACCG Basic Plan Document. Each part contains substantive provisions that are integral to the operation of the Plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The ACCG Basic Plan Document describes the standard provisions elected in the Adoption Agreement.

The Adoption Agreement is completed by the adopting Employer. Provisions appearing on the Additional Provisions Addendum of the Adoption Agreement, if present, supplement or alter provisions appearing in the Adoption Agreement and the ACCG Basic Plan Document in the manner described within that Addendum. Provisions appearing on the Plan Superseding Provisions Addendum of the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, the ACCG Basic Plan Document or any addendum to either in the manner described therein. This Plan is intended to be a profit sharing plan that meets the applicable requirements of Sections 401(a), and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by meeting the requirements for governmental plans under Code Section 414(d) and 414(h). The Basic Plan Document and Adoption Agreement are for adoption only governmental Employers, as defined under Code Section 414(d). No Employer may adopt this Plan without the consent of the Association County Commissioners of Georgia (ACCG).

ARTICLE II: DEFINITIONS

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

2.01 Account

Account means the amount of money or other property set aside for the Participant in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Third Party Service Provider may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

2.02 Active Participant

Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since his Employment or Reemployment Commencement Date.

2.03 Adoption Agreement

Adoption Agreement means the document executed by each Employer adopting this Plan. The terms of the Plan and Trust, as modified by the terms of an adopting Employer's Adoption Agreement shall constitute a separate Plan to be construed as a single Plan.

2.04 Affiliate

Affiliate means the Employer and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code Section 14(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code Section 414(c)] the Employer; is a member of an affiliated service group [as defined in Code Section 414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o). Solely for purposes of Code Section 415 and Section 5.03 of the Plan, the term "Affiliate" as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase "more than 50 percent" were substituted for the phrase "at least 80 percent" in each place the latter phrase appears in Code Section 1563(a)(1).

2.05 Annual Addition

Annual Addition means the sum of the amounts described in Section 5.03(c).

2.06 Beneficiary

Beneficiary means the person(s) designated by a Participant who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be made in accordance with Section 7.03 of the Plan.

2.07 Break in Service

Break in Service means, with respect to an Eligible Employee, any consecutive twelve (12) month period during which such Eligible Employee fails to complete more than five hundred (500) Hours of Service with the Employer. Unless otherwise elected by the Employer in Section 2.61 of its Adoption Agreement, the consecutive twelve (12) month period shall be measured from the Employment or Reemployment Commencement Date and each anniversary thereof.

If an individual is absent from work because of Maternity or Paternity Leave on the first anniversary of his or her Severance Date, the 12-consecutive month period beginning on that individual's Severance Date shall not constitute a Break in Service.

For a Leave of Absence due to Military Leave under USERRA and FMLA Leave under the Family and Medical Leave Act of 1993, a Break in Service shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

For purposes of determining whether an Eligible Employee has incurred a Break in Service, an Eligible Employee absent from work due to a Maternity or Paternity Leave shall be credited with the greater of (a) the number of Hours of Service actually worked or (b)(i) the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave, or (ii) if the Employer is unable to determine the hours described in clause (b)(i) hereof, eight (8) Hours of Service for each day of absence included in the Maternity or Paternity Leave; provided, the maximum number of Hours of Service credited for purposes of clause (b) shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the year in which the Maternity or Paternity Leave

begins unless such Hours of Service are not required to prevent the Eligible Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Eligible Employee in the immediately following year. No Hour of Service shall be credited under clause (b) due to Maternity or Paternity Leave as described in this Section unless the Eligible Employee furnishes proof satisfactory to the Employer (i) that his absence from work was due to a Maternity or Paternity Leave, and (ii) of the number of days he was absent due to the Maternity or Paternity Leave. The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the above determinations.

2.08 Code

Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

2.09 Compensation

- (a) General Definition. Compensation means, except as otherwise provided in the Employer's Adoption Agreement, the total of all payments, direct or indirect, made by the Employer to a Participant for services rendered to the Employer, as defined in Code Section 3401(a) for purposes of income tax withholding at the source and as required to be reported to the Employee by the Employer under Code Section 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under Code Sections 125, 132(f), 402(c)(3), 402(h)(1)(B), 402(k), 457(b) or 414(h), on behalf of the Participant.
- (b) Determination Period. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation that is actually paid to the Participant during the determination period, and the determination period shall be elected by the Employer in its Adoption Agreement. If the Employer makes no election, the determination period shall be the Plan Year. For Employees whose date of hire is less than 12 months before the end of the 12-month period designated by the Employer in its Adoption Agreement, Compensation will be determined over the Plan Year.
- (c) Severance Payments. Compensation shall include payments made after Severance from Employment if the payments are for regular compensation for service during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to the Employee's Severance Date if the Employee had continued in employment with the Employer, provided such amounts are paid within the post-severance period as defined below.

Compensation may include payment for unused leave (i.e. unused accrued bona fide sick, vacation, or other leave) that is paid within the post-severance period as defined below, but only if the Employee would have been able to use the leave if employment

had continued and only if inclusion of unused leave is included in Years of Service as elected by the Employer in Section 2.61 of its Adoption Agreement.

For purposes of this Section the "post-severance period" begins on the date the Employee has a Severance from Employment and ends on the later of (i) 2 ½ months after Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee's Severance from Employment.

- (d) Differential Wage Payments. Compensation shall also include Differential Wage Payments if so elected by the Employer under Section 4.07 of its Adoption Agreement.
- (e) State Pension Plans. Compensation shall exclude that portion of an Employee's Compensation defined by O.C.G.A. 47-23-100, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto, which definition is used for purposes of participation in a State pension plan under O.C.G.A. 47-23.
- (f) Leave of Absence. Compensation for purposes of Qualified Military Service and USERRA is defined in Section 4.07(d) of the Plan.
- (g) Section 415 Compensation. Compensation for purposes of Code Section 415 is defined in Section 5.03(e) of the Plan.
- (h) Short Plan Years. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Original Effective Date through the end of such initial Plan Year, Compensation shall be determined from such Original Effective Date through the end of the initial Plan Year unless otherwise provided in the Employer's Adoption Agreement.
- (i) Leased Employees. If a Leased Employee is treated as an Employee and is eligible to participate in this Plan, Compensation for such Leased Employee shall include compensation from the leasing organization which is attributable to services performed by the Leased Employee for the Employer. If a Leased Employee is covered by a "safe harbor leasing plan" sponsored by the leasing organization, any allocation otherwise due to such Leased Employee under this Plan shall be reduced by the Leased Employee's allocations under the leasing organization's plan to the extent that such allocations are attributable to services performed for the Employer.
- (j) Code Section 401(a)(17) Limits. Notwithstanding the foregoing, in no event shall Compensation taken into account under the Plan for any 12-month determination period exceed the annual Compensation Limit under Code Section 401(a)(17)(B) as in effect on the first day of the determination period. The "determination period" means the Plan Year or other 12-consecutive month period (i.e. the Limitation Year.) If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period. The annual Compensation limit under Code Section 401(a)(17) shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living as provided in Code Section 401(a)(17)(B) provided that the dollar increase in effect on January 1 of any calendar year is effective for the

determination period beginning in such calendar year. Compensation determined over a period of less than 12-consecutive months shall be prorated. Any adjustment in the limit under Code Section 401(a)(17) shall continue to be incorporated by reference.

The Code Section 401(a)(17) limits in this Section shall not apply to an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by Section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995, to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

2.10 Contributions

Contributions mean, individually or collectively, the Mandatory Employee, Employee After-Tax, Employer Basic, Employer Discretionary, Employer Matching, and Rollover Contributions as required by the selections made by the Employer under Article IV of its Adoption Agreement.

2.11 Disabled or Disability

Disabled or Disability means a disability of a Participant within the meaning of Code Section 72(m)(7) to the extent that the Participant is, or would be, entitled to disability retirement benefits under Title II of the Federal Social Security Act, or such other definition as specified in the Employer's Adoption Agreement. The Plan Administrator may, after receiving notice of a Disability, arrange to have the Participant examined by a medical practitioner of the Plan Administrator's choosing as often as the Plan Administrator determines necessary or desirable to confirm continuation of the Participant's Disability, until all benefits have been paid to the Participant, but not to exceed more than once annually and not if it would violate the requirements of the Americans with Disabilities Act. In the case of a Plan restatement, a Participant who was previously determined to have been Disabled prior to the earlier of the date of execution or the effective date of the restatement shall continue to be disabled in accordance with and subject to the provisions of the Plan prior to the restatement.

2.12 Differential Wage Payments

Differential Wage Payments mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing Qualified Military Service (as defined in Sections 2.47 and 4.07 hereof) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer.

2.13 Distributee

Distributee means a Participant or former Participant, the Participant's or former Participant's Surviving Spouse and the Participant's or former Participant's Spouse or former

Spouse who is the alternate payee under a qualified domestic relations order (if domestic relations order are recognized under the Plan) who is entitled to receive a distribution from the Participant's vested Account. The term Distributee shall also include a Designated Beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the Surviving Spouse of the Participant, in which case the distribution can only be transferred to a traditional IRA or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving such distribution.

2.14 Effective Date

Effective Date means the date specified in the Employer's Adoption Agreement. The "Original Effective Date" means the date the Plan was initially adopted by the Employer.

2.15 Elapsed Time Method

Elapsed Time Method means the method of computing a Year of Service by reference to the total time (years, months and days) that elapses between the Employee's Employment Commencement Date or Reemployment Commencement Date and the Employee's Severance Date. The total time need not be consecutive.

2.16 Eligibility Computation Period

Eligibility Computation Period means each 12-consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof, unless otherwise elected by the Employer in its Adoption Agreement.

2.17 Eligible Employee

Eligible Employee means any Employee of the Employer who is eligible to participate in the Plan, as specified in the Employer's Adoption Agreement. Eligible Employee shall exclude the following, unless otherwise elected by the Employer in its Adoption Agreement:

- (a) Any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System of Georgia) and who elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans including plans established for peace officers and firefighters and the Georgia National Guard.
- (b) Tax Commissioners, tax collectors, and tax receivers and employees in their offices who first or again take office or become employed on or after July 1, 2012, if such individuals participate in the Employee's Retirement System of Georgia, by resolution of the Employer.
- (c) Juvenile court judges as defined in O.C.G.A. 47-23-1(13), as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto.
- (d) Nonresident aliens who do not receive any earned income from the Employer which constitutes United States sourced income are automatically excluded unless their inclusion is elected by the Employer in its Adoption Agreement.

- (e) Any individual who is a public employee on July 1, 1985; has not, on or after such date, ceased to be a public employee; commits a public employment related crime on or after July 1, 1985, in his or her capacity as a public employee; and is convicted for the commission of such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms “conviction,” “final conviction,” “public employee,” and “public employment related crime” of this Section 2.17(e) shall have the meaning assigned to such terms under O.C.G.A. Section 47-1-20, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(e) is to reflect the requirement of O.C.G.A. Section 47-1-21.
- (f) Any individual who first or again becomes a public employee after July 1, 1990, but commits a drug-related crime and is convicted for such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms in this Section 2.17(f) shall have the meaning applicable to such terms under O.C.G.A. Section 47-1-22.1, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(f) is to reflect the requirement of O.C.G.A. Section 47-1-22.1.
- (g) Any other individual employed by the Employer who is not designated as an Eligible Employee in the Employer’s Adoption Agreement, or who is specifically excluded as an Eligible Employee in the Employer’s Adoption Agreement.

2.18 Eligible Retirement Plan

Eligible Retirement Plan means a plan which is a defined contribution plan or deferred compensation plan, the terms of which permit the acceptance of rollover distributions and which is either: (a) a traditional individual retirement account described in Code Section 408(a), (b) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (c) a qualified trust described in Code Section 401(a) and exempt from taxation under Code Section 501(a), (d) an annuity plan described in Code Section 403(a), (e) an annuity contract described in Code Section 403(b), (f) an eligible plan under Code Section 457(b) which is maintained by a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) a Roth individual retirement account described in Code Section 408A. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA for such individual. Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

2.19 Eligible Rollover Distribution

Eligible Rollover Distribution means any distribution to an Eligible Employee or his Surviving Spouse of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Employee's "Eligible Rollover Distribution" shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the Employee or the joint lives (or joint life expectancies of the Employee and his Beneficiary, or (ii) for a specified period of 10 years or more, and (b) any distribution to the extent such distribution is required under Code Section 401(a)(9). The portion of a distribution that consists of after-tax employee contributions that are not includible in gross income may be transferred only to a traditional individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Code Section 408A (b) or to a qualified defined contribution plan or an annuity contract described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred. Effective for distributions made on and after January 1, 2007, after-tax amounts may also be transferred to an annuity contract described in Code Section 403(b) that agrees to the separate accounting rules described above. Effective January 1, 2010, Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary. An Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary.

2.20 Employee

Employee means a common law employee employed by the Employer (including elected or appointed officials). Employee shall include employees of the State of Georgia who are specifically permitted to participate in local governmental plans under Georgia law. Employee shall include Leased Employees unless Leased Employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code Section 414(n)(5)(C)(ii). In that case, the term "Employee" shall not include those Leased Employees covered by a money purchase plan maintained by the leasing company that provides for (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, (ii) full and immediate vesting and (iii) immediate participation by each employee of the leasing company, as described in Code Section 414(n)(5)(B).

Employee shall exclude any individual classified by the Employer as an independent contractor even if such independent contractor is later determined to be a common law employee of the Employer.

Effective for Plan Years beginning in 2009 and thereafter an individual who otherwise satisfies the requirements of this Section and who is not otherwise in an excludable category but who is not currently providing services to the Employer due solely to Qualified Military Service and who is receiving Differential Wage Payments, shall be treated as an Employee.

2.21 Employee Contributions

Employee Contributions mean Mandatory Employee Contributions and Employee After-Tax Contributions.

2.22 Employee After-Tax Contributions

Employee After-Tax Contributions mean the Contributions made by the Employee on an after-tax basis under the terms of the Plan pursuant to Section 4.01, if so elected by the Employer in its Adoption Agreement.

2.23 Employer

Employer means each county, municipality, authority or other governmental entity adopting this Plan, and any Affiliate that is a governmental entity that affirmatively elects to adopt this Plan for the benefit of its employees.

2.24 Employer Basic Contributions

Employer Basic Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(a), if so elected by the Employer in its Adoption Agreement.

2.25 Employer Discretionary Contributions

Employer Discretionary Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(b), if so elected by the Employer in its Adoption Agreement and as so determined by the Employer in its sole discretion.

2.26 Employer Matching Contributions

Employer Matching Contributions mean the Contributions made by the Employer that match some or all of the Employee's salary deferral contributions to a Code Section 457(b) Plan sponsored by the Employer, pursuant to Section 4.03 of the Plan, if so elected by the Employer in its Adoption Agreement.

2.27 Employment Commencement Date

Employment Commencement Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliate.

2.28 Entry Date

Entry Date means the date designated in the Employer's Adoption Agreement that the Eligible Employee shall begin participating in the Plan. The Employer may specify different Entry Dates for purposes of Employee Contributions and eligibility for Employer Basic, Discretionary and Matching Contributions.

2.29 Forfeiture

Forfeiture means, for any Plan Year, the dollar amount of Participant's Account (or portion thereof) that is not 100% vested and is forfeited in accordance with Section 6.03. Forfeitures may be used to reduce Restoration Contributions, pay Plan expenses or reduce future Employer Contributions, if any, as determined by the Employer.

2.30 Hour of Service

Hour of Service means the increments of time described in sections (a), (b), and (c) hereof (as applicable) subject to any limitations set forth herein:

- (a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Plan Administrator shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;
- (b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan Administrator shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and
- (c) Each hour for which the Employer, either directly or indirectly, pays an Employee (including payments made or due from a trust or insurer to which the Employer Contributes or pays premiums), or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as Leave of Absence, vacation, holiday, sick leave, illness, incapacity (including Disability), layoff, jury duty, or military duty, provided:
 - (i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or not such period occurs during a single Plan Year) unless the Employee performs no duties due to Qualified Military Service and returns to employment with the Employer during the period that his employment rights are protected under Federal law;
 - (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws;
 - (iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him; and
- (d) Each hour for which the Employee is required to be credited leave under Code Section 414(u) relating to USERRA.
- (e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), or (c). If the service counted under this Section can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

- (f) The Employer shall credit Hours of Service in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.
- (g) If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service will be credited to the Employee for each month worked, unless the Employer has elected to credit Hours of Service in accordance with one of the other equivalencies set forth in paragraph (e) of Department of Labor Regulation Section 2530.200b-3.

2.31 Hours of Service Method

Hours of Service Method means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a twelve (12) consecutive month period or any permitted equivalency. Unless otherwise provided in the Employer's Adoption Agreement, the Hours of Service Method shall require 1000 Hours of Service to earn one (1) Year of Service. Any computations or calculations using the Hours of Service Method shall be made on the anniversary date of the Eligible Employee's Employment or Reemployment Commencement Date unless another Eligibility Computation Period is elected by the Employer under Section 2.16 of the Adoption Agreement and Section 2.61 of the Adoption agreement (for vesting).

2.32 Inactive Participant

Inactive Participant means a Participant who has a Severance from Employment with the Employer but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

2.33 Investment Fund or Funds

Investment Fund or Funds means the investment options available for investment of assets of the Plan and agreed to by the Trustee.

2.34 Leased Employee

Leased Employee means any person who is not an Employee of the Employer but provides services to the Employer pursuant to an agreement between the Employer and any other person (the "leasing organization") on a substantially full time basis for a least one year and under the primary direction or control of the Employer all in accordance with Code Section 414(n) and the regulations thereunder. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.

2.35 Leave of Absence

Leave of Absence means a paid or unpaid excused leave of absence granted to an Employee by the Employer in accordance with applicable federal and state law or the Employer's personnel policies. Leave of Absence shall include the following:

- (a) **Military Leave**. Employees who leave the service of the Employer, voluntarily or involuntarily to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment rights under USERRA; and (ii) the Employee applies for and reenters service with the Employer within the time, in the manner and under the conditions prescribed by USERRA or any other similar and applicable law; and
- (b) **FMLA Leave**. Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993(FMLA) provided that the Employee returns to active employment within the time required under the FMLA.
- (c) **Other Leave**. Employees who leave the service of the Employer under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

2.36 Limitation Year

Limitation Year means the Plan Year, which shall be the limitation year for purposes of Code Section 415 and the regulations promulgated thereunder, unless the Employer elects a different Limitation Year in its Adoption Agreement.

2.37 Mandatory Employee Contributions

Mandatory Employee Contributions mean the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Section 4.01(a) and Code Section 414(h), if so elected by the Employer in its Adoption Agreement.

2.38 Maternity or Paternity Leave

Maternity or Paternity Leave means any period during which an Employee is absent from work as an Employee of the Employer or an Affiliate by reason of (a) pregnancy of such Employee; (b) the birth of a child of such Employee; (c) the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) caring for a child immediately after the birth or placement of such child.

2.39 Normal Retirement Age

Normal Retirement Age means the age or combination of age plus service as specified in the Employer's Adoption Agreement.

2.40 Normal Retirement Date

Normal Retirement Date means the first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

2.41 Participant

Participant means any Eligible Employee who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. "Participant" shall include Active Participants and Inactive Participants who have an Account under the Plan.

2.42 Period of Service

Period of Service means, under the Elapsed Time Method of determining Service, the aggregate of all service performed by the Employee for the Employer and all Affiliates commencing with the Employee's Employment Commencement Date and ending with the Employee's Severance Date.

2.43 Period of Severance

Period of Severance means, under the Elapsed Time Method of determining Service, a continuous period of time during which the Employee is not employed by the Employer or an Affiliate. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one-year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which the Employee is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as required by law or as set forth in the Plan.

- (a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period ending on the first anniversary of the first date of such absence, shall not constitute a Period of Severance.
- (b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted Maternity or Paternity Leave under such Act.
- (c) Military Leave. For a Leave of Absence due to Military Leave under USERRA a Period of Severance shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

2.44 Plan

Plan means the ACCG 401(a) Defined Contribution Plan as set forth herein and in the accompanying Adoption Agreement and all amendments thereto. The Employer shall designate the name of the Plan in the Adoption Agreement. The Plan shall be administered and maintained as a separate and independent Plan for each adopting Employer. The Plan is intended to be a profit sharing plan qualified under the applicable provisions of Code Section 401(a), as applied to governmental plans.

2.45 Plan Administrator

Plan Administrator means the Employer or the individuals designated by the Employer as defined in Code Section 414(g), to provide directions to the Third Party Service Provider. Such designation must be made in a manner specified by the Third Party Service Provider.

2.46 Plan Year

Plan Year means the calendar year.

2.47 Qualified Military Service

Qualified Military Service means Military Service during which the Eligible Employee is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code. "Military Service" means the period of an Eligible Employee's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

2.48 Reemployment Commencement Date

Reemployment Commencement Date means the date on which the Employee first performs an Hour of Service following a Severance from Employment.

2.49 Restoration Contributions

Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.06.

2.50 Rollover Contribution

Rollover Contribution means the amount contributed to the Plan by an Eligible Employee (and received and accepted by the Third Party Service Provider) as an Eligible Rollover Distribution as defined herein and in Code Section 402. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Third Party Service Provider is permitted under the Code (including the regulations and rulings promulgated thereunder).

2.51 Service

Service means the period of time the Employee is employed by the Employer and all Affiliates. If the Employer maintains the plan of a predecessor employer, service with such predecessor employer will be treated as Service for the Employer.

2.52 Severance from Employment

Severance from Employment means the date the Employee ceases to be an Employee of the Employer or an Affiliate and permanently severs from employment with the Employer due to retirement, death, or other severance as provided in rules and regulations issued by the Internal Revenue Service under Code Section 401(k).

2.53 Severance Date

Severance Date means the earlier of the date the Employee (a) has a Severance from Employment with the Employer and any Affiliate or (b) the first anniversary of the first day of absence for any other reason or the second anniversary of the first day of absence due to Maternity or Paternity Leave. If an individual terminates or is absent from employment with the Employer because of military duty, such individual shall not incur a Severance Date if his employment rights are protected under Federal law and he returns to employment with the Employer within the period during which he retains such employment rights, but if he does not return to such employment within such period his Severance Date shall be the earlier of (1) the first anniversary of the date his absence commenced, or (2) the last day of the period during which he retains such employment rights.

2.54 Spouse or Surviving Spouse

Spouse or Surviving Spouse means the person to whom an individual is lawfully married for purposes of federal income taxes. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death.

2.55 Third Party Service Provider

Third Party Service Provider means the Association County Commissioners of Georgia or its designee.

2.56 Trust Fund

Trust Fund means the total amount of cash and other property held by the Defined Contribution Plan Program Board of Trustees (or its nominee) at any time under the separate Trust Agreement.

2.57 Trustee(s)

Trustee(s) means the Defined Contribution Plan Program Board of Trustees and the individual members thereof as appointed by the Board of Managers of the Association County Commissioners of Georgia.

2.58 Trust(s) or Trust Agreement

Trust(s) or Trust Agreement means the separate agreement between Association County Commissioners of Georgia and the Defined Contribution Plan Program Board of Trustees governing the creation of the Trust Fund. The provisions of this Plan shall override any conflicting provisions contained in the Trust Agreement. The terms of the Trust Agreement are not incorporated into this Plan document, and its provisions have not been reviewed or approved by the Internal Revenue Service.

2.59 USERRA

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994.

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2.60 Valuation Date

Valuation Date means each business day or such other date as specified and communicated by the Third Party Service Provider.

2.61 Year of Service

Year of Service means the computation period used to determine a Participant's eligibility to participate in the Plan and for purposes of determining the Participant's vested interest in his or her Account, using the method as set forth in the Employer's Adoption Agreement.

ARTICLE III: PARTICIPATION AND SERVICE

3.01 Participation Eligibility

Each Eligible Employee shall become a Participant in this Plan effective upon the first Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. The initial Eligibility Computation Period shall be 12-consecutive month period beginning on the Employee's Employment Commencement Date. The succeeding 12-consecutive month periods shall commence on each anniversary of the Employee's Employment Commencement Date, unless the Employer elects to convert to the Plan Year under Section 2.16 of its Adoption Agreement. If the Employer elects to convert the Eligibility Computation Period to the Plan Year, the succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date regardless of whether the Employee is entitled to be credited with a Year of Service during the initial Eligibility Computation Period. An Employee who has earned a Year of Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date, will be credited with two Years of Service for purposes of eligibility to participate.

Each Eligible Employee who was an Active Participant in the Plan on the day before the Effective Date of any Plan restatement or Plan amendment, shall continue as a Participant in the Plan, except as otherwise specifically provided therein.

3.02 Participation Upon Reemployment

Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

- (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.
- (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the later of the date he would have entered the Plan had he not had a Severance from Employment or the Plan Entry Date immediately following his Reemployment Commencement Date.

- (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he shall receive all previous Years of Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.
- (d) Such other conditions shall apply as specified in the Additional Provisions Addendum to the Adoption Agreement.

3.03 Transfers

If a Participant transfers to employment with any other Affiliate that has not adopted the Plan or another position with the Employer and is no longer an Eligible Employee, his participation under the Plan shall be suspended but he shall not be considered terminated from employment with the Employer. During the period of the Participant's employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.02(d); (b) he shall continue to vest in any Employer Contributions; (c) his Employer Account shall receive no Employer Contributions; (d) he shall make no Employee Contributions to the Plan during that time; (e) he shall not be eligible to receive a distribution from the Plan that is only permitted after Severance from Employment; and (f) the applicable provisions of Articles V, VI and VII shall continue to apply.

If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become a Participant immediately upon his transfer if such Eligible Employee has already satisfied the eligibility requirements and would have otherwise previously become a Participant. Wages and other payments made to an Employee before becoming an Eligible Employee for services other than those as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contribution to such Eligible Employee's Account under the Plan.

3.04 Omission of Eligible Employee

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent Contribution with respect to the omitted Eligible Employee in the amount which the Employer would have contributed with respect to the Eligible Employee had he not been omitted, in accordance with the Employee Plans Compliance Resolution System.

3.05 Inclusion of Ineligible Employee

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the Employer Contributions made with respect to the ineligible person, in accordance with the Employee Plans Compliance Resolution System. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce Plan expenses or the subsequent Employer Contributions due under the Plan as determined by the Employer. Any Employee Contributions shall be returned to the Employee.

3.06 Election Not to Participate

The Employer may elect under its Adoption Agreement to allow Employees to elect out of participating in the Plan. Any such election shall be made on a one time only basis and shall be irrevocable.

If the Employer has elected to require Mandatory Employee Contributions under the Plan, as provided in Section 4.01 (a), the election out of participating must be made prior to the date the Employee first becomes eligible for any qualified retirement plan sponsored by the Employer. If an election out of the Plan is permitted, the Employee may elect out of the Plan by executing a form as provided by the Plan Administrator or the Third Party Service Provider.

ARTICLE IV: CONTRIBUTIONS

4.01 Employee Contributions

- (a) **Mandatory Employee Contributions.** If required by the Employer in its Adoption Agreement, there shall be deducted from the Compensation paid by the Employer to each Eligible Employee who becomes a Participant in the Plan, a Mandatory Employee Contribution equal to the percentage of Compensation as designated by the Employer in its Adoption Agreement. The Employer shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such Contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such Contributions shall be made pursuant to Code Section 414(h) and shall be treated as Employer Contributions in determining their federal income tax treatment under the Code, but shall be treated as Employee Contributions for other purposes under the Plan. Such Contributions also shall comply with the provisions of Revenue Ruling 2006-43.
- (b) **Employee After-Tax Contributions.** If permitted by the Employer in its Adoption Agreement, Participants may contribute to the Plan on an after-tax basis. The Employer may provide in its Adoption Agreement, a limit on the percentage of Compensation a Participant may contribute annually to the Plan as After-Tax Contributions.

4.02 Employer Basic and Discretionary Contributions

- (a) **Basic Contributions.** If elected by the Employer in its Adoption Agreement, the Employer shall contribute on behalf of each Participant a percentage of each Participant's Compensation or such other amount as designated in the Employer's Adoption Agreement.
- (b) **Discretionary Contributions.** If elected by the Employer in its Adoption Agreement, the Employer may, but shall not be required to, make a Discretionary Contribution to the Plan for a Plan Year, which shall be allocated to the Participant's Account based

on one or more of the allocation formulas selected in the Adoption Agreement. In any year the Employer decides to make such a Discretionary Contribution, its governing body shall specify by resolution, the total amount of the Contribution and the specific aggregate amounts to be applied to each of the selected allocation formulas.

- (c) Allocation Formula. Employer Contributions, if any for a Plan Year, may be fixed in terms of dollars, percentage of Compensation or based on a uniform allocation formula that is age weighted or service weighted. An allocation formula based on age or service must be a uniform points plan where each Employee is given a uniform number of points for age, service and Compensation. Each Participant's allocation shall bear the same relationship to the Employer Contribution as his or her total points bear to all points awarded. A uniform points plan need not grant points for both age and service if points are also granted for units of Compensation. A uniform points plan need not grant points for Compensation if it grants points for both age and service. Each employee must receive the same number of points for each year of age, service and each unit of Compensation. The number of years for which points are granted may be limited.

4.03 Employer Matching Contributions

If elected by the Employer in its Adoption Agreement, Employer Matching Contributions shall be made to the Plan for each Active Participant who is making voluntary employee salary deferral contributions under a Code Section 457(b) eligible deferred compensation plan sponsored by the Employer. The Employer shall make an Employer Matching Contribution of a designated percentage of the salary deferral contribution made by the Participant to such Code Section 457(b) Plan for the period selected by the Employer in the Adoption Agreement. The amount of such Employer Matching Contribution may be designated by the Employer in its Adoption Agreement, or may be discretionary from year to year, as selected by the Employer in its Adoption Agreement. In any year the Employer decides to make a discretionary Employer Matching Contribution, its governing body shall specify by resolution, the amount of such Employer Matching Contribution.

If an Employer Matching Contribution is made based on a salary deferral contribution to a Code Section 457(b) Plan that is later returned to the Participant for any reason, such Employer Matching Contribution shall be forfeited and transferred to the Plan's Forfeiture account.

4.04 Timing of Contribution

The Employer shall pay to the Trust Fund all Contributions no later than the time prescribed by state and federal law.

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4.05 Rollovers From Other Plans

- (a) Eligible Rollovers. All Participants shall be eligible to transfer an Eligible Rollover Distribution to the Plan if the Third Party Service Provider, in its sole discretion, agrees to accept such transfers and the Employer elects to permit rollovers in its Adoption Agreement. The rollover procedures approved by the Third Party Service Provider shall provide that such a transfer may be made only if the following conditions are met:
- (i) the amount is received directly from an Eligible Retirement Plan or the transfer of amounts (other than after-tax employee contributions) occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan;
 - (ii) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code Section 402(c)(2);
 - (iii) the amount is not rolled over from an individual retirement account or annuity described in Code Section 408(a) or (b) (including a Roth IRA under Code Section 408A) to the extent such amount would not otherwise be includible in the Employee's income;
 - (iv) the Plan will separately account for any rollovers of after-tax amounts.
- (b) Rollover Procedures. The Third Party Service Provider shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Third Party Service Provider, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.02(d). Upon Severance from Employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.
- (c) Eligibility for Rollover. If the Employer so designates in its Adoption Agreement, all Eligible Employees, whether or not Participants in the Plan, may make Eligible Rollovers to the Plan.

4.06 Restoration Contributions

- (a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account upon Severance from Employment, receives a distribution of the entire vested portion of his Account (such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.03), and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, that individual may repay the full amount of the distribution to the Plan (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance or

Breaks in Service commencing after the distribution. Upon such repayment, his Account will be credited with (i) all amounts (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

- (b) Restoration of Other Forfeitures. If a Participant is not 100% vested in his Account upon Severance from Employment, and has not received a distribution of the entire vested portion of his Account, but has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, his Account shall be credited with all amounts (unadjusted for gains or losses) which were forfeited.
- (c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Employer from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) Contributions by the Employer.
- (d) Notice of Buy-Back Rights. It shall be the duty of the Plan Administrator to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

4.07 Qualified Military Service

Notwithstanding any provision of the Plan to the contrary, Contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Code Section 414(u). In addition, the survivors of any Participant who dies on and after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than Contributions relating to the period of Qualified Military Service, but including vesting service credit for such period and any ancillary life insurance or other survivors benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. If State law provides a greater protection of retirement benefits for Plan Participants who perform military service, the State law shall prevail. The Plan Administrator shall notify the Third Party Service Provider and the Trustee of any Participant with respect to whom additional contributions will be made because of USERRA requirements.

- (a) Reemployment. Plan Participants reemployed in accordance with the requirements of USERRA and Code Section 414(u) shall be treated as not having incurred a Break in Service or Period of Severance under the Plan during such Qualified Military Service. Such periods of Qualified Military Service shall be counted for eligibility and vesting purposes under the Plan.

- (i) **Employer Contributions.** Except as otherwise provided below, the Employer shall make an Employer Contribution on behalf of a Participant who returns to employment with the Employer in accordance with USERRA following a period of Qualified Military Service. Such Employer Contribution shall be made within 90 days after the date the Participant is reemployed by the Employer or when Employer Contributions are normally made for the year in which Qualified Military Service was performed, whichever is later. Such Employer Contribution shall be made for the period of Qualified Military Service based on the actual Employer Contribution made for the Plan Year(s) in which the Participant was in Qualified Military Service.
 - (ii) **Required Employee Contributions.** Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Employee Contributions in order to receive Employer Contributions under the Plan for the period of Qualified Military Service. For purposes of this Section 4.07, "Employee Contributions" shall include any salary deferrals under an Employer-sponsored Code Section 457(b) plan, which are required in order to receive Employer Matching Contributions. If the Employer elects in its Adoption Agreement not to require the Participant to make-up Employee Contributions to receive Employer Contributions for the period of Qualified Military Service, the Participant shall be deemed to have made the maximum required Employee Contribution, without any corresponding increase in the Participant's Employee Contribution Account(s).
 - (iii) **Make-up Employee Contributions.** A Participant who is required to make-up Employee Contributions in accordance with this Section must do so within the time period that begins on the date of the Employee's Reemployment Commencement Date and ends on the date that is three times the period of Qualified Military Service or five (5) years, or the Participants' Severance from Employment, whichever is earlier. The make-up Employee Contributions shall not be adjusted for earnings. The Participant may make-up all or a portion of any required Employee Contributions and shall receive Employer Contributions that are directly proportionate to the amount of Employee Contributions that are made up. The Employee shall designate the Plan Year to which such Employee Contributions relate. The Employer shall allocate its Employer Contribution based on the Participant's make-up Employee Contribution in the time and manner as such Employer Contributions are made for active Participants
- (b) **Death During Qualified Military Service**
- (i) **Deemed Return to Employment.** If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day. Such Participant shall receive credit for vesting purposes for the period of Qualified Military Service.

- (ii) Employer Contributions. The Employer may, but is not required to make Employer Contributions on behalf of any Participant who dies during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, and Employee Contributions are generally required in order for the Participant to receive an Employer Contribution, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (c) Disability During Qualified Military Service. The Employer may, but is not required to credit vesting service to and make Employer Contributions on behalf of any Participant who becomes Disabled during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, the Employer must also credit vesting service for such period. If the Employer elects to make Employer Contributions on behalf of such Participants and Employee Contributions are generally required, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (d) Compensation Defined. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).
- (e) Code Section 415. Any Contributions made pursuant to this Section are not subject to the limits under Code Section 415 in the Plan Year(s) in which they are made; rather, such Contributions are subject to such limits in the Plan Year(s) to which the Contributions relate.

4.08 Form of Contributions

All Contributions shall be paid to the Trust in the form of cash or cash equivalents.

4.09 Circumstances Permitting Return of Employer Contributions

A Contribution to the Plan and Trust by the Employer that was made by a mistake of fact shall be returned to the Employer. Any such Contribution shall be returned within one year after the mistaken payment of the Contribution. The amount of the Contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess Contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

4.10 Trustee-to-Trustee Transfer

A Participant may request a trustee-to-trustee transfer of all or part of the Participant's vested Account balance under this Plan, to a qualified governmental defined benefit plan (as defined under Code Section 414(d)) for the purpose of purchasing permissive past service credit (as defined under Code Section 415(n)(3)(A)) or for purposes of a repayment of Contributions under Code Section 415(k)(3), under the receiving plan. The Plan shall agree to make such a transfer only if (a) the defined benefit plan is sponsored by the same Employer; and (b) both plans provide for such transfer. Such transfer may be made before Severance from Employment.

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.01 Individual Accounts

To the extent appropriate, the Third Party Service Provider shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts may include a Mandatory Employee Contribution, Employee After-Tax Contribution, the Employer Basic Contribution, Employer Discretionary Contribution, Employer Matching Contribution, and Rollover Accounts, and such other subaccounts as the Third Party Service Provider shall deem appropriate or helpful. Each Account shall be credited with Contributions allocated to it and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

5.02 Allocations

The Accounts of Participants, Inactive Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.03, 5.04 and 5.05, in accordance with the following:

- (a) Employee Contributions. As of each payroll period for which the Employee Contributions are made, such Employee Contributions shall be allocated and credited directly to such Participant's Employee Contribution Account(s).
- (b) Employer Contributions. At least annually, the Employer shall provide the Third Party Service Provider with all information required to make a proper allocation of the Employer Contributions (if any). As soon as practicable after the date of receipt by the Third Party Service Provider of such information, the Third Party Service Provider shall allocate the Employer Contributions (if any) to each Participant's Employer Contribution Accounts (if any) in accordance with Sections 4.02 and 4.03.
- (c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Account of the Active Participant, in the amounts held by such Account immediately prior to the earlier distribution to such Participant.

- (d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant's Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

5.03 Code Section 415 Limitations on Contributions

(a) General Limit on Annual Additions

(i) Maximum Permissible Amount for Participants Not Covered by Another Plan.

Notwithstanding any other provision of this Plan, for a Participant who does not participate in, and has never participated in another qualified plan maintained by the Employer, or a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) maintained by the Employer, which provides an Annual Addition, in no event shall the Annual Addition to a Participant's Account under this Plan, for any Limitation Year, exceed the Maximum Permissible Amount. The Maximum Permissible Amount is the lesser of:

- A. The maximum dollar amount permitted under Code Section 415(c)(1)(A) (as adjusted for cost of living by the Secretary of Treasury in accordance with Code Section 415(d)) or
- B. 100 percent of such Participant's 415 Compensation for the Limitation Year or
- C. Other limitation contained in the Plan.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the dollar limitation specified in (A) above shall be adjusted by multiplying it by a fraction the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

If the Plan is terminated as of a date other than the last day of the Limitation Year the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

The limitation specified in (B) above shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code Section 419A(d)(2) or 415(l)(1).

(ii) Maximum Permissible Amount for Participants Covered by Another Plan

If the Participant is covered under another defined contribution plan, or a welfare benefit fund, an individual medical account or a simplified employee pension maintained by the Employer, that provides an Annual Addition

during any Limitation Year, the provisions of this subsection 5.03(a)(ii) shall apply. In that case Annual Additions shall not exceed the lesser of;

- A. The Maximum Permissible Amount reduced by the Annual Additions to the Participant's account for the same Limitation Year under such other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pension, or
- B. Any other limitation contained in the Plan.

If the Annual Additions with respect to a Participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and a contribution that would otherwise be contributed or allocated to the Participant's Account under the Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year shall equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified defined contribution plans, welfare benefit funds, individual medical benefit accounts or simplified employee pension in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under the Plan for the Limitation Year.

As soon as is administratively feasible after the end of the Limitation Year, the amounts referred to in Subsection 5.03(a)(i) shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) Correction of Excess Annual Additions.

If allocations to be credited to the Participant would cause that Participant's Account to exceed the applicable Section 415 limits for a Limitation Year (whether solely under this Plan or through a combination of plans required to be aggregated) allocations shall cease being made to the Plan on behalf of that Participant and no further allocations shall be made to the Plan on behalf of that Participant for that Limitation Year.

If the Annual Additions made on behalf of a Participant exceed the limitations set forth in this Section, the excess amount shall be corrected in accordance with a permissible correction method as set forth in the Employee Plans Compliance Resolution System, or other official Internal Revenue Service correction program.

(c) Annual Additions Defined.

For purposes of this Section, the term "Annual Additions" for any Participant means the sum for any Limitation Year of:

- (i) Contributions made by the Employer or an Affiliate on behalf of the Participant;

- (ii) Contributions made by the Participant [excluding Rollover Contributions, contributions made under Code Section 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan's restoration of previously forfeited benefits pursuant to Treasury Regulation Sections 1.411(a)-7(d)];
- (iii) Forfeitures allocated to the Participant;
- (iv) Amounts allocated for the benefit of the Participant to an individual medical account established under a pension or annuity plan maintained by the Employer or an Affiliate, as defined in Section 415(l)(2) of the Code and amounts derived from contributions paid or accrued under a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer ; and
- (v) Allocations under a simplified employer pension plan.

Annual Additions include only Employer and/or Affiliate contributions credited to a Participant's Account for the Limitation Year and certain transactions between the Plan and the Employer as described in Treasury Regulation Section 1.415(c)-1(b)(4) that are made during the Limitation Year. An Annual Addition is credited to the Participant's Account for a particular Limitation Year if it is allocated to the Participant's Account under the terms of the Plan as of any date within the Limitation Year. Employer contributions made by governmental employers, must be made to the Plan not later the 15th day of the tenth calendar month following the end of the calendar year or fiscal year within or within which the particular Limitation Year ends. Employee Contributions are not treated as credited to a Participant's Account for a particular Limitation Year unless the contribution is actually made to the Plan no later than 30 days after the close of that Limitation Year.

(d) Annual Additions Excluded Items

For purposes of this Section, the term "Annual Additions" for any Participant excludes the following:

- (i) Restorative payments allocated to a Participant's Account, including payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated;
- (ii) Direct transfers of a benefit of employee contributions from a qualified plan to the Plan;
- (iii) Restoration of an Employee's accrued benefit by the Employer or resulting from the repayment of cash-outs under Code Section 411(1)(3)(d) or 411(a)(7)(C);
- (iv) Repayments of employee contributions as described in Code Section 415(k); and
- (v) Rollover Contributions.

- (e) 415 Compensation Defined. For purposes of Code Section 415 and this Section 5.03, the term "415 Compensation" shall mean wages within the meaning of Code Section 3401(a) for the purpose of income tax reporting at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the Employer or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), as (i) adjusted for the special timing rules described in IRS Regulation Section 1.415(c)-2(e), and (ii) increased by any "deemed section 125 compensation," as described in IRS Regulation Section 1.415(c)-2(g)(6). "Compensation" for any Limitation Year is the compensation actually paid or includable in gross income during such year. "Compensation" shall not include mandatory contributions to a defined benefit plan sponsored by the Employer that are "picked up" pursuant to Section 414(h) of the Code and are treated as Employer contributions in determining their federal income tax treatment under the Code.

Notwithstanding the foregoing, "compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the employee and which is not includible in the gross income of the Employee by reason of Code Sections 125 or 457. In addition, "compensation" shall be increased by the amount by which the Participant's pay is reduced by salary reduction or similar arrangement under Code Section 132(l)(4) (*i.e.*, a qualified transportation program).

The annual "compensation" taken into account shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of the Plan Year in which it is paid.

Amounts that would otherwise constitute "compensation" above but are paid from a nonqualified, unfunded deferred "compensation" plan sponsored by the Employer nevertheless shall constitute "compensation" for purposes of the limitations in Code Section 415 in the year in which such amounts are actually received by the Participant, but only to the extent such amounts are includible in the Participant's gross income.

The following amounts shall also constitute "compensation" only if the amounts are paid by the later of 2½ months after the Participant's Severance from Employment with the Employer or the end of the Limitation Year that includes the date of the Participant's Severance from Employment, and the amounts would have constituted "compensation" under this Section if they were paid prior to the Participant's Severance from Employment with the Employer:

- (i) Payment of regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments and absent a Severance from Employment the payment would have been paid to the Employee while the Employee continued in employment with the Employer;

- (ii) Payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and
- (iii) Amounts received by a Participant pursuant to a nonqualified unfunded deferred "compensation" plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Back pay, within the meaning of Section 1.415(c)-2(g)(8) of the Treasury Regulations shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent that the back pay represents wages and Compensation would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excluded from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Prior to the determination of a Participant's actual 415 Compensation for the Limitation Year, the amounts referred to in Subsection 5.03(a)(ii)(A) above may be determined on the basis of a reasonable estimation of the Participant's 415 Compensation for such Limitation Year, uniformly determined for all Participants similarly situated. Any Employer Contribution to be made based on estimated annual 415 Compensation shall be reduced by any excess 415 amounts carried over from prior Limitation Years.

Notwithstanding the general rules of this Section, the Plan will take into consideration 415 Compensation for a Limitation Year but not paid during the Limitation Year resulting from certain de minimis timing differences. Specifically, under this special rule, 415 Compensation shall include amounts earned during a Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided: (1) the amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and (3) no compensation is included in more than one Limitation Year.

5.04 Notice to Participants of Account Balances

At least once each calendar quarter, the Plan Administrator shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

5.05 Good Faith Valuation Binding

In determining the value of the Trust Fund and the Accounts, the Third Party Service Provider and the Trustees shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.01 Retirement

If a Participant has a Severance from Employment with the Employer at or after his Normal Retirement Date, he shall be one hundred percent (100%) vested in all of the amounts credited to his Account. Plan participation of an active Eligible Employee shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustees shall cause the distribution of all amounts credited to such Participant's Account in accordance with Article VIII.

6.02 Severance for Other Reasons

- (a) A Participant or Beneficiary may not receive a distribution from the Plan earlier than upon the Participant's Severance from Employment, death or Disability, except as otherwise provided in Section 6.04.
- (b) If a Participant has a Severance from Employment with the Employer before his Normal Retirement Date for any reason other than death or Disability, he is entitled to receive the amounts in his Account as of the date of benefit commencement to the extent he was vested in those amounts as of his Severance Date. The Participant's Account shall be distributed to him as provided under Article VIII of the Plan.
- (c) All Participants shall at all times be fully vested in their Employee Contribution and Rollover Accounts. Except as provided below, the Employer Contribution Accounts of a Participant shall vest in accordance with the vesting schedule as selected by the Employer in its Adoption Agreement, based on the total of the Participant's Years of Service. Additional rows may be added to any option in the Adoption Agreement, provided that the resulting schedule is at least as favorable as 15-year cliff vesting, 20-year graded from 5-20 Years of Service, or, for qualified public safety employees within the meaning of Code Section 72(t)(10)(B), 20-year cliff vesting.
- (d) Notwithstanding the rules above a Participant's Employer Contribution Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:
 - (i) the Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
 - (ii) the Participant's death while still employed as an Employee of the Employer or Affiliate; or
 - (iii) the Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate.

6.03 Timing and Application of Forfeitures; Vesting After Restoration Contributions

If a Participant has a Severance from Employment, and the value of the Participant's vested Account Balance derived from Employer and Employee Contributions is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement) the Participant will receive a distribution of the value of the entire vested portion of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant would have received a distribution under the preceding sentence but for the fact that the Participant's vested Account balance exceeded \$5,000 (or such lesser amounts as elected by the Employer in Section 8.05 of its Adoption Agreement) when the Participant had a Severance from Employment, and if at a later time such Account balance is reduced such that it is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement), the Participant will receive a distribution of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant has no vested interest in his Account at the time of his Severance from Employment, he shall be deemed to have received a cash-out distribution at the time of his Severance from Employment, and the forfeiture provisions of this Section shall apply.

A forfeiture shall occur on the earlier of the date the Participant receives a distribution of the entire vested portion of his or her Account or the last day of the Plan Year in which the Participant incurs a one year Break in Service or one year Period of Severance. If on the Participant's Severance Date the value of the Participant's vested account balance is zero, the Participant will be deemed to have received his entire vested interest from the Plan on his Severance Date. If a Participant who is not yet 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts has a Severance from Employment and elects to receive an immediate distribution of the vested amounts in his Employer Matching, Discretionary or Basic Contribution Account, the nonvested amounts held in such Accounts shall be treated as Forfeiture. If the Participant elects to have distributed less than the entire vested portion of the Account balance derived from Employer Contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and denominator of which is the total value of the vested Employer derived account balance. If a distribution is made at a time when a Participant is less than 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts and the Participant may increase his vested percentage in such Accounts a separate account will be established for the Participant's interest in the Plan as of the time of the distribution and at any relevant time, the Participant's vested Account balance of the separate account will be equal to an amount ("X") determined by the following formula:

$$X=P(AB+(RXD))-(RXD)$$

For purposes of this formula, P is the vested percent at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

Forfeitures shall be used to reduce the Employer's obligation to make Restoration Contributions, to reduce the Employer's obligation to make Employer Contributions or to pay expenses, as determined by the Employer. Forfeitures shall be so applied no later than the last day of the Plan Year following the Plan Year in which the forfeiture arose.

If a Participant resumes employment with the Employer after he has incurred 5 or more consecutive one year Periods of Severance or Breaks in Service, his nonvested amount shall not be restored. If a Participant resumes employment with the Employer before he has incurred 5 consecutive one year Periods of Severance or Breaks in Service, the nonvested amount shall be restored as follows:

- (a) Reemployment and Vesting After Cash-Out Distribution. If by the Participant's Reemployment Commencement Date, the Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Severance from Employment with all Affiliates occurred, the provisions of Section 4.06(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.02 with all previously earned Years of Service for purposes of determining his vested interest in the restored Account.
- (b) Reemployment and Vesting Before Any Distribution. If by the Participant's Reemployment Commencement date the Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.06(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

6.04 In-Service Distributions

- (a) Availability. Except as elected by the Employer in its Adoption Agreement and as otherwise permitted under this Section 6.04 with respect to Participants who continue in employment past Normal Retirement Age or who continue in employment past their Required Beginning Date (as defined in Section 8.07(f)(v)), a Participant shall not be permitted to make a withdrawal from his Account under the Plan prior to retirement or Severance from Employment with the Employer and all Affiliated Employers, if any. The terms and conditions of any in-service withdrawals under this section shall be determined by the Third Party Service Provider, including frequency limitations and minimum or maximum withdrawal amounts.
- (b) Employee After-Tax Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Employee After-Tax Contribution Account.
- (c) Rollover Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Rollover Contribution Account.

- (d) Attained Age Withdrawals. If so provided by the Employer in its Adoption Agreement, a Participant who has attained the age specified in its Adoption Agreement may make a withdrawal, upon request, of up to one hundred percent (100%) of his or her vested Accounts, in one lump sum.
- (e) Active Military Distribution (HEART Act). A Participant performing service in the uniformed services as described in Code Section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her vested Account. Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution.
- (f) Distributions based on Years of Plan Participation. If so provided by the Employer in its Adoption Agreement, a Participant who has participated in the Plan for a minimum of five (5) years, may make a withdrawal, upon request, of the lesser of the dollar amount specified in the Adoption Agreement or one hundred percent (100%) of his or her vested Account, in one lump sum.

ARTICLE VII: DEATH BENEFITS

7.01 Death

If the Severance from Employment of a Participant is caused by his death, or if an Inactive Participant dies before he receives a complete distribution of all his vested Accounts, his death benefit shall be equal to one hundred percent (100%) of his vested Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account as of the date of distribution, to be paid in one lump sum or any form of payment available to Participants as elected by the Employer under Section 7.01 of the Adoption Agreement. The Participant's Beneficiary shall be the person(s) designated pursuant to Section 7.03. The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Inactive Participant, as the Employer may deem desirable. The Employer's determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII and Article VIII of the Plan.

7.02 Payment of Death Benefits

- (a) Payments to Spouse. Except as provided in Section 8.07, if the Participant's Beneficiary is eligible to receive a death benefit under Section 7.01, payment of such benefit shall begin as soon as practical following the Participant's date of death.
- (b) Minimum Benefit Rules. All distributions will be made in accordance with Section 8.07 of the Plan, Code Section 401(a)(9), and the regulations promulgated under Code Section 401(a)(9).

7.03 Beneficiary Designation

In accordance with the terms of this Section 7.03, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Third Party Service Provider may provide. If a Participant dies without designating a Beneficiary, or the Beneficiary designated by a Participant cannot be located within one year after the date benefits are to commence to said person, then the Beneficiary shall be the Participant's Surviving Spouse. If there is no Surviving Spouse, any benefits that remain payable shall be paid to the Participant's estate.

No Beneficiary designation shall be given effect to the extent that doing so violates O.C.G.A. 47-1-24, as it is in effect as of October 1, 2019, and is set forth in Schedule A hereto.

7.04 Facility of Payment to Minors or For Incapacity

If the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 Normal Payment Forms

- (a) Forms of Payment. Except as otherwise provided herein or in the Employer's Adoption Agreement, a benefit described in this Article VIII shall be paid as selected by the Participant or Beneficiary from the following options:
- (i) Single-Sum Payment. A single-sum payment of the Participant's Account balance.
 - (ii) Installment Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually over a designated period of years offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
 - (iii) Rules Relating to Installments. If a Participant or Beneficiary elects for his benefit to be paid in installment payments over a term certain as provided in subsection (a)(ii) hereof, the following rules shall apply:
 - A. The maximum length thereof shall be the joint life expectancy of such Participant and his designated Beneficiary. The initial value of the obligation for the installment payments shall be equal to the amount

of the Participant's Account balance on the day payments are scheduled to commence. Notwithstanding anything herein to the contrary, distributions from the Plan must satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2.

- B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of installment payments may elect, at any time before his entire benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment. The Participant or Beneficiary may also elect to change the installment method previously selected, to the extent permitted by the Third Party Service Provider.
 - C. If a Participant or Beneficiary dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's or Beneficiary's designated Beneficiary; provided, the Beneficiary may elect to receive the remainder of the Account in the form of a single sum payment.
 - D. A Participant or Beneficiary who has elected to receive his benefit in the form of installment payments shall continue to have the right to direct the investment of that portion of his Account which has not yet been distributed.
- (iv) Systematic Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually, in a designated dollar amount, as offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
- (v) Rules Relating to Systematic Payments. If a Participant or Beneficiary elects for his benefit to be paid in systematic payments in a designated dollar amount as provided in subsection (a)(iv) hereof, the following rules shall apply:
- A. The amount distributed from the Plan must, notwithstanding anything herein to the contrary, satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2. If the systematic payment elected by the Participant or Beneficiary is less than the amount required by Code Section 401(a)(9)(G), the Participant's or Beneficiary's systematic payment amount shall be increased by an amount determined by the Third Party Service Provider to ensure that such provisions are satisfied.
 - B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of systematic payments may elect, at any time before his entire

benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment or convert to installment payments under subsection (a)(ii) hereof. The Participant or Beneficiary also may elect to change the systematic payment method previously selected, to the extent permitted by the Third Party Service Provider.

- C. If a Participant dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's designated Beneficiary in the same payment form (and amount) elected by the Participant provided that his Beneficiary may elect to receive the remainder of the deceased Participant's Account in the form of a single sum payment or to adjust the payment form in any manner that the Participant could have, had the Participant survived.
 - D. A Participant who has elected to receive his benefit in the form of systematic payments shall continue to have the right to direct the investment of that portion of his Account that has not yet been distributed.
 - E. The Third Party Service Provider shall determine the minimum payment amount under a systematic payment election and the minimum Account balance required to elect systematic payments, which requirements shall be applied on a uniform basis to all similarly-situated Participants.
 - F. For purposes of determining whether a systematic payment is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or the life expectancy) of the Employee or for the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a specified period of 10 years or more, pursuant to Code Section 402(c)(4)(A), the Third Party Service Provider shall apply reasonable actuarial assumptions in accordance with IRS Regulation 1.402(c)-2, Q-5(d)(2).
- (vi) A Combination Single-Sum Payment and Installments or Systematic Payments. A Participant may elect to have a portion of his Account paid as a single-sum payment pursuant to Section 8.01(a)(i) and the remainder paid in installments pursuant to Section 8.01(a)(ii) or systematic payments pursuant to Section 8.01(a)(iv). The amount paid pursuant to each sub-section shall be separately subject to the relevant rules applicable to that form of payment.
 - (vii) Other Forms. The Third Party Service Provider, may in its sole discretion, permit an Employer to offer its Participants benefit payments in one or more of the forms which appear in the Forms of Payment Addendum.

- (b) Direct Rollovers. Notwithstanding any other provision of the Plan to the contrary, a Distributee may elect to have any portion of a distribution due to him from the Plan, which is an Eligible Rollover Distribution, paid in a direct rollover to an Eligible Retirement Plan specified by the Distributee. However, a Distributee may not elect a direct rollover with respect to a portion of the Eligible Rollover Distribution if such portion totals less than \$500. For purposes of this Section, the term "Distributee" is defined in Section 2.13 hereof.

8.02 Assets Distributed

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustees, the Third Party Service Provider and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

8.03 Application for Benefits

Except as otherwise required by law, before payment of any benefit hereunder, the Employer shall require that the Participant or Beneficiary, as the case may be, make a written election to receive such benefit and submit the election to the Employer in such form as the Third Party Service Provider shall prescribe. In order for such Participant's election to be valid, he must have a Severance from Employment or the distribution must be permitted by the Employer under Section 6.04 and the In-Service Withdrawal Addendum to the Adoption Agreement. Distribution of benefits under the Plan shall be made as soon as practicable after the Participant or Beneficiary files an election with the Plan Administrator requesting such payment. If a Participant or Beneficiary fails to file an election specifying the time of payment, his benefit shall be distributed no later than the Required Beginning Date (as defined in Section 8.07(f)(v) below). The Plan Administrator shall notify the Third Party Service Provider, whenever a Participant or Beneficiary is entitled to receive benefits under the Plan.

8.04 Time of Payment

Notwithstanding anything in the Plan to the contrary, and unless the Participant otherwise elects, payment of a Participant's benefit will begin no later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) his Severance Date.

8.05 Participant Consent to Distribution

No distribution shall be made to the Participant after Severance from Employment before he reaches his Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected to cash out de minimis Accounts in its Adoption Agreement and the Participant's vested interest in his Account does not exceed the maximum amount subject to automatic distribution pursuant to Section 8.06 below. Such consent shall be made

prior to the distribution. Notwithstanding any other provision of the Plan to the contrary, the consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan if it does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another defined contribution plan the Participant's Account shall, without the Participant's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan then the Participant's Account shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

8.06 Small Payments and Automatic Rollovers

If the Employer has elected to cash out de minimis Accounts under Section 8.05 of its Adoption Agreement, the Third Party Service Provider shall make distributions to Participants or Beneficiaries without an election from the Participant or the Beneficiary, if the Participant's Account is less than maximum cash out limit permitted under Code Section 411(a)(11)(A) (\$5,000 in 2018 or \$1,000 if so designated by the Employer in its Adoption Agreement) at the time of benefit commencement (including any Rollover Contribution and any earnings and losses attributable thereto). If the vested interest in the Participant's Account does not exceed one thousand dollars (\$1000), distribution shall be made to the Participant or Beneficiary in a lump sum as soon as practical. If the mandatory distribution is greater than \$1,000, and if the Participant or Beneficiary does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover, or to receive the distribution directly in accordance with the terms of the Plan, then the Third Party Service Provider shall make such distribution in a direct rollover to an individual retirement plan designated by the Third Party Service Provider on behalf of the Participant or Beneficiary.

8.07 Required Minimum Distributions

- (a) Code Section 401(a)(9). All distributions will be made in accordance with Code Section 401(a)(9), the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service. The terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements. Under no circumstances, however, shall the rules stated in this Section 8.07 be deemed to provide distribution rights to Participants or their Beneficiaries that are more expansive or greater than the distribution rights stated elsewhere in this Plan (such as a later beginning date for distributions or a longer payout period for distributions). For example, distributions to a Participant under this Section 8.07 may only be made in a form that is provided pursuant to Section 8.01. In addition, if the Plan requires distributions to commence to Participants or a Beneficiary before age 70 ½, such distributions must commence by the date specified elsewhere in this Plan and may not be delayed to age 70-1/2.

- (b) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single lump sum, may only be made over one of the following periods:
- (i) The life of the Participant,
 - (ii) The joint lives of the Participant and a Designated Beneficiary,
 - (iii) A period certain not extending beyond the life expectancy of the Participant, or
 - (iv) A period not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
- (c) Time and Manner of Distribution Under Code Section 401(a)(9). The provisions of Section 8.07 (b), (c), (d), and (e), will apply for purposes of determining required minimum distributions under Code Section 401(a)(9) for calendar years beginning with the 2003 calendar year. The Participant's entire interest will be distributed, or begin to be distributed to the Participant no later than the Participant's Required Beginning Date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.
 - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, then subsection (c)(ii), (iii), or (iv) will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 8.07(c) and Section 8.07(e), unless Section 8.07(c)(iv), applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.07(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i).

Notwithstanding any provisions of the Plan to the contrary, a Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H), will not receive those distributions for 2009 unless the Participant chooses to receive such distributions. Participants described in

the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, any 2009 required minimum distributions will be treated as Eligible Rollover Distributions.

- (d) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (ii) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under Section (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (e) Required Minimum Distributions After Participant's Death.
- (i) Death On or After Date Distributions Begin with no Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) Death On or After Date Distributions Begin with a Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:
 - A. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - B. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year

after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

- C. If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iii) Death Before Date Distributions Begin

- A. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.07(c)(i).
- B. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- C. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i), this Section 8.07(e)(iii) will apply as if the Surviving Spouse were the Participant.

(f) Definitions

- (i) Designated Beneficiary. The Designated Beneficiary is the individual who is designated as the Beneficiary under Section 7.03 of the Plan and is the Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.
- (ii) Distribution calendar year. The distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.07(c). The Required Minimum Distribution for the Participant's first distribution

calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

- (iii) **Life expectancy.** Life expectancy is computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1.
- (iv) **Participant's Account balance.** Participant's Account balance is the Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) **Required Beginning Date.** The later of April 1 following the calendar year (i) in which the Participant attains age 70-1/2, or (ii) in which the Participant has a Severance from Employment. The Participant's Severance from Employment shall not, for purposes of this Section 8.07, be later than the date that the Participant retires within the meaning of Code Section 401(a)(9)(C)(i)(II).

8.08 Nonalienation of Benefits

Except with respect to federal income tax levies, forfeitures required under State law or as otherwise required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan does not recognize domestic relations orders.

8.09 Forfeiture of Benefits

All Employer Contribution Accounts under the Plan may be forfeited or reduced in the manner and to the extent required under O.C.G.A. Sections 47-1-21 through Sections 47-1-25, as such provisions are in effect as of October 1, 2019, and are set forth in Schedule A hereto, if the Participant or Beneficiary is convicted of a public employment, drug related or other covered crime.

8.10 Unclaimed Benefits

The Plan Administrator shall at all times be responsible for determining the whereabouts of each Participant and Beneficiary who may be entitled to benefits under the Plan and shall direct the Third Party Service Provider as to the current address of each Participant and Beneficiary. The Trustee and Third Party Service Provider shall have no duty to make any distribution other than those for which it has received a satisfactory direction from the Plan Administrator with a known address. Notwithstanding the foregoing, if a Participant becomes entitled to benefits under the Plan and the Plan Administrator is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Plan Administrator shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Plan Administrator shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Plan Administrator, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

8.11 Maintenance of Account

Upon the entitlement of a Participant or his Beneficiary to benefits under the Plan, the amount from which benefits are payable, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

8.12 Denial of Claims

- (a) Procedure. Request for benefits under the Plan shall be approved by the Plan Administrator or its designee.
- (b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Plan Administrator, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Plan Administrator on which to request further consideration of his

position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Employer's or the Plan Administrator's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Plan Administrator no later than 60 days after receipt of the written notification of denial of a claim. The Plan Administrator's decision shall be made within 120 days following the filing of the request for review, shall be communicated in writing to the claimant and shall be final and binding. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

8.13 Explanation of Certain Rollover Distributions

Within a reasonable period of time (as defined for purposes of Code Section 402(f)) before making an Eligible Rollover Distribution from the Plan to a Participant or Beneficiary, the Third Party Service Provider shall provide such Participant or Beneficiary with a written explanation of: (a) the provisions under which the distributee may have the distribution directly transferred to another Eligible Retirement Plan, (b) the provisions which require the withholding of tax on the distribution if it is not directly transferred to another Eligible Retirement Plan, (c) the provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the distributee receives the distribution, and (d) such other terms and provisions as may be required under Code Section 402(f) and the regulations promulgated thereunder.

ARTICLE IX: TRUST FUND INVESTMENTS

9.01 Contributions to Trust Fund

All Contributions are to be paid over to the Trustees to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement.

9.02 Investment Funds

- (a) Named Investment Funds. The Trustees shall select and make available the array of Investment Funds for the investment of Contributions and Accounts. The Investment Funds in such array may be selected, modified or eliminated from time to time without necessity of amendment to the Plan.
- (b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.
- (c) Investment Policy Statement. The Trustees shall establish the general investment policy guidelines and directions respecting Investment Fund options under the Plan.

9.03 Participant Direction of Investments

If elected by the Employer in its Adoption Agreement, Participants and Beneficiaries may direct the manner in which their Accounts shall be invested among the Investment Funds selected by the Trustee; provided, such investment directions shall be made in accordance with the following terms:

- (a) Investment of Account. As of each business day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by the Participant, Beneficiary or a designee pursuant to the most recent election, as described below. If the Participant, Beneficiary or designee does not make an investment election, the Participant's or Beneficiary's Accounts shall be invested in the Investment Fund determined by the Trustees as the default fund. Effective as of each day following his Entry Date into the Plan, the Participant, Beneficiary or designee may elect the percentage of the Participant's or Beneficiary's Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by the Participant, Beneficiary or designee. If the Participant, Beneficiary or designee fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.
- (b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant, Beneficiary or designee. The Third Party Service Provider shall adopt and maintain procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections and the effective date of such elections; provided, elections must be permitted at least once every three months.
- (c) Self-Directed Brokerage Accounts. Investment Funds may include but are not limited to self-directed brokerage accounts. The Employer shall determine the extent to which Participants may utilize such self-directed brokerage accounts in its Adoption Agreement or through a written Plan amendment.

9.04 Expenses

To the extent permitted by law, all reasonable expenses for administration of the Plan and Trust may be paid by the Trust; provided however, the Employer may pay all expenses in the administration of the Plan outside of the Plan, if it chooses not to pay them out of the Trust.

9.05 Voting and Tender Offer Rights with Respect to Investment Funds

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Trustees, Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

ARTICLE X: ADMINISTRATION

10.01 Plan Administrator's Powers and Responsibility

The Plan Administrator shall have control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan. The Plan Administrator is the agent for service of legal process for the Plan. The Plan Administrator shall have the following duties and responsibilities some or all of which may be delegated in whole or in part to the Third Party Service Provider in a separate agreement:

- (a) to construe the Plan and to determine all questions that shall arise thereunder;
- (b) to select the Third Party Service Provider and Trustee, provided however, that by adopting this Plan, the Plan Administrator is deemed to have selected Association County Commissioners of Georgia as the Third Party Service Provider and the Association County Commissioners of Georgia Defined Contribution Plan Program Board of Trustees as the Trustee;
- (c) to decide all questions relating to the eligibility of Employees to participate in the Plan;
- (d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;
- (e) to make such adjustments which it deems necessary to correct any arithmetical or accounting errors;
- (f) to utilize the correction programs or system established by the Internal Revenue Service;
- (g) to maintain and retain records relating to Participants and Beneficiaries;
- (h) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;
- (i) to prepare and furnish to the Third Party Service Provider sufficient employee data and the amount of Contributions received from all sources so that the Third Party Service Provider may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;
- (j) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;
- (k) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustees;
- (l) to engage assistants and professional advisers;
- (m) to arrange for fiduciary bonding, if necessary;
- (n) to provide procedures for determination of claims for benefits; and
- (o) to delegate any or all of these responsibilities.

10.02 Directions

Any notice, direction, order, request, certification or instruction to the Third Party Service Provider or to the Trustees shall be in writing and shall be signed by a Plan Administrator. Any written communication or disclosure to Participant required under the Plan may be provided in any other medium (electronic, telephonic, or otherwise) that is permitted under applicable laws and regulations. The Trustees and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Plan Administrator and reasonably believed to be properly executed, and shall act in accordance therewith.

10.03 Reporting and Disclosure

The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Plan Administrator the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Third Party Service Provider or Trustees to whom such responsibilities are delegated by law or by the Plan or Trust.

10.04 Construction of the Plan

The Employer shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Employer shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Employer shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Employer shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

10.05 Effect of Failure to Qualify Under the Code

Notwithstanding any other provision of the Plan or Trust to the contrary, if the Employer's Plan fails to be a qualified plan under the Code, such plan can no longer participate in this preapproved plan arrangement and shall be considered an individually designed plan.

10.06 Assistants and Advisers

- (a) Delegation. The Employer and the Plan Administrator shall have the right to delegate any of their responsibilities hereunder and to hire such professional assistants and consultants as they, in their sole discretion, deem necessary or advisable.

- (b) Investment Policy. The Employer shall delegate its responsibilities for establishing and carrying out an investment policy and selecting, monitoring and maintaining Investment Funds to the Trustees.
- (c) Reliance. The Employer shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section and shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

10.07 Bonding

The Employer shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES

11.01 General Responsibilities

The Employer is a fiduciary with respect to the Plan and has the following authority and responsibilities:

- (a) to appoint the Plan Administrator, and to monitor its performance;
- (b) to communicate such information to the Trustees and the Third Party Service Provider as each needs for the proper performance of its duties;
- (c) to provide channels and mechanisms through which the Third Party Service Provider and the Trustees can communicate with Participants and Beneficiaries;
- (d) to delegate responsibilities to officers, employees or to other individuals;
- (e) perform such duties as are imposed by law or by regulation.

11.02 Third Party Service Provider

The Third Party Service Provider shall have the authority and responsibilities as provided herein. Nothing in this Plan, however, shall preclude the Employer or any other entity from delegating to the Third Party Service Provider additional authority and responsibilities involving the Plan pursuant to a separate agreement that the Employer or such other entity may deem appropriate.

11.03 Trustees

Each Trustee shall have the powers and duties set forth in the Trust Agreement.

11.04 Limitations on Obligations of Fiduciaries

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, the Trust Agreement, or any other written agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary's authority or delegated responsibility.

11.05 Delegation

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than a Trustee's responsibilities). Such delegations may be to officers or employees of the Employer or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the Employer, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

11.06 Multiple Fiduciary Roles

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

ARTICLE XII: MISCELLANEOUS

12.01 No Guarantee of Employment

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

12.02 Rights to Assets

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon Severance from Employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the Plan, the Plan Administrator will have the right to recover any excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan, from the Participant or his Beneficiary. This right of recovery includes but is not limited to a right of offset against future benefit payments to be made under the Plan to the Participant or the Beneficiary.

12.03 Nonforfeitability of Benefits

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

12.04 Governing Law

The Plan shall be governed by the laws of the State of Georgia and federal law to the extent applicable.

12.05 Construction

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Whenever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

12.06 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual or by the governing body of the Employer.

12.07 Uniformity

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.

ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION

13.01 Amendments

- (a) Adoption Agreement Elective Provisions. The elective provisions of the Employer's Adoption Agreement and Addenda may be amended at any time and from time to time by written amendment approved by the governing body of the Employer, provided:
 - (i) No amendment shall increase the duties or liabilities of the Trustees without the consent of the Trustees;
 - (ii) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code; and
 - (iii) No amendment may affect the Plan's preapproved status.
- (b) Plan Amendments by Employer. The Employer, through its governing body, may amend the Plan by adopting provisions that are not included in the Preapproved Plan. Any such amendment shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement. Any amendments so made by the Employer to the Preapproved Plan must also be approved by the Trustees.
- (c) Plan Amendment by Trustees. ACCG has delegated to the Trustees the authority to act on its behalf for purposes of adopting amendments to the Plan. Accordingly, the Trustees may amend the Plan at any time; provided, however, for non-discretionary Plan amendments that are either required by the Internal Revenue Service in order to maintain the qualified status of the Plan or universally applicable to all Employers that have adopted the Plan, the Plan may be amended by action of the Trustees with written notice to the Employer. An amendment made by the Trustees may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan and Trust to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Trustees will provide a copy of all Plan Amendments to each Employer and will notify each Employer in writing if the Plan is discontinued. The Trustees shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority.
- (d) No Authority to Amend Individually Designed Plan. The Trustees will no longer have the authority to amend the Plan on behalf of an Employer as of the earlier of (a) the date of the adoption of an Employer amendment to the Plan to incorporate a provision that is not allowable in the Preapproved Program, as described in Section 6.03 of Rev. Proc. 2017-41 (or the successor thereto), or (b) the date the Internal Revenue Service gives notice that the Plan is being treated as an individually-designed Plan due to the nature and extent of amendments. The

Employer may amend the Plan to the extent necessary to satisfy Code Section 415 because of the required aggregation of multiple plans under Code Section 415.

- (e) Amendments Affecting Accrued Benefits. Except as permitted by Section 13.01(c) no amendment to the Plan shall be effective if it has the effect of decreasing a Participant's Account. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his Account, determined as of the later of the date the amendment is adopted or the date it becomes effective shall not be less than the Participant's nonforfeitable interest in his Account determined without regard to the amendment. If the Plan's vesting schedule is amended and an active Participant's vested interest as calculated by using the amended vesting schedule is less in any year than the active Participant's vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule.

13.02 Termination of Plan

- (a) Right to Terminate Plan. The Employer expects the Plan to be continued indefinitely, but has no obligation or liability to maintain the Plan any length of time and may amend the Plan to terminate the Plan without liability at any time by action of the governing body of the Employer. In such event, the Third Party Service Provider and the Trustees shall be promptly notified of such decision in writing. The Employer may amend the Plan at any time to completely discontinue Contributions to the Plan or freeze the Plan and may amend the Plan to provide for contributions to recommence.
- (b) Vesting Upon Complete or Partial Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued or the Plan experiences a partial termination, the Accounts of all affected Participants shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Plan Administrator, in its sole discretion, shall instruct the Trustees either (i) to continue to manage and administer its portion of the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Plan, or (ii) dissolve its portion of the Trust.
- (c) Dissolution of Trust. If the Employer decides to terminate the Plan and dissolve the portion of Trust assets attributable to its Plan, as soon as practicable following the termination of the Plan or the Employer's decision, whichever is later, the portion of Trust assets attributable to the Employer's Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Plan assets to the affected Participants as described below. Following completion of the conversion, on a date agreed to by the Trustees and the Employer, each Employee or former Employee of the Employer with an Account under the Plan shall receive a distribution of the total amount then credited to his Account in one lump sum payment. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as provided herein, the Plan Administrator may direct the

Trustees to take any action dealing with unclaimed benefits. Upon completion of such distributions, the Trustees shall be relieved from all liability under the Trust and no Participant or other person shall have any claim thereunder, except as required by applicable law. The Employer shall be responsible for any due and accrued expenses and liabilities of its portion of the Trust assets and any expenses involved in termination of the Plan.

- (d) Missing Participants. If a distribution is to be made to a Participant or Beneficiary who cannot be located upon Plan termination, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Plan Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Plan Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out permitted under Code Section 401(a)(31) that are mandatorily distributed by the Plan.
- (c) Merger or Consolidation. In the case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer had the Plan then terminated.

13.03 Amendment and Continuation of Prior Plan; Transfer of Funds

- (a) Amendment and Continuation of Prior Plan. If the Employer had previously established a plan (the "Prior Plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code Section 401(a), the Employer may, in accordance with the provisions of the Prior Plan, amend and restate the Prior Plan in the form of this Plan and become the Employer hereunder, subject to the following:
 - (i) Subject to the provisions of the Plan, each individual who was a Participant in the Prior Plan immediately prior to the effective date of such amendment and restatement shall become a Participant in this Plan on the effective date of the amendment and restatement, provided he or she is an Eligible Employee as of that date.
 - (ii) No election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which he would have been entitled if he voluntarily separated from the service of the Employer immediately prior to such amendment and restatement.
 - (iii) No amendment to the Plan shall decrease a Participant's Account.

- (iv) The amounts standing to the credit of a Participant's Account immediately prior to such amendment and restatement which represent the amounts properly attributable to (A) contributions by the Participant and (B) contributions by the Employer and forfeitures shall constitute the opening balance of his Account or Accounts under this Plan.
 - (v) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the Prior Plan shall continue to be paid in accordance with such provisions.
 - (vi) All assets of the predecessor trust shall be invested by the Trustee as soon as reasonably practicable. The Employer agrees to assist the Trustee in any way requested by the Trustee in order to facilitate the transfer of assets from the predecessor trust to the Trust Fund.
- (b) Transfer of Funds from an Existing Plan. The Employer may from time to time direct the Trustee, in accordance with such rules as the Trustee may establish, to accept cash, allowable fund shares or participant loan promissory notes transferred for the benefit of Participants from a trust forming part of another qualified plan under the Code, provided such plan is a defined contribution plan. Such transferred assets shall become assets of the Trust as of the date they are received by the Trustee. Such transferred assets shall be credited to Participants' Accounts in accordance with their respective interests immediately upon receipt by the Trustee. A Participant's vested interest under the Plan in transferred assets which were fully vested and nonforfeitable under the transferring plan shall be fully vested and nonforfeitable at all times. It is the Employer's obligation to ensure that all assets of the Plan, other than those maintained in separate trust or fund, are transferred to the Trustee. The Trustee shall have no liability for and no duty to inquire into the administration of such transferred assets for the period prior to the transfer.
- (c) Acceptance of Assets by Trustee. The Trustee shall not accept assets that are not either in a medium proper for investment under the Plan, as set forth in the Plan or as otherwise determined by the Trustee in its sole discretion, or in cash. Such assets shall be accompanied by instructions in writing (or such other medium as may be acceptable to the Trustee) showing separately the respective contributions by the prior employer (or current Employer to a prior plan) and by the Participant, and identifying the assets attributable to such contributions. The Trustee shall establish such accounts as may be necessary or appropriate to reflect such contributions under the Plan. The Trustee shall hold such assets for investment in accordance with the provisions of Article IX, and shall in accordance with the instructions of the Employer make appropriate credits to the Accounts of the Participants for whose benefit assets have been transferred.
- (d) Transfer of Assets from Trust. The Employer may direct the Trustee to transfer all or a specified portion of the Trust assets to any other plan or plans maintained by the Employer or the employer or employers of an Inactive Participant or Participants, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code, and provided that the assets so

transferred shall be accompanied by instructions from the Employer naming the persons for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by each Inactive Participant or Participant, if any, and identifying the assets attributable to the various contributions. The Trustee shall not transfer assets hereunder until all applicable filing requirements are met. The Trustee shall have no further liabilities with respect to assets so transferred.

SCHEDULE A

STATE STATUTORY PROVISIONS REFERENCED

O.C.G.A. 47-1-20

Definitions

As used in this article, the term:

- (1) "Conviction" means a judgment of conviction for the commission of a crime which is entered upon a verdict or plea of guilty.
 - (1.1) "Drug related crime" means a felony specified in subsection (b) of Code Section 16-13-30 and any felony specified in Code Section 16-13-31.
 - (1.2) "Economic impact of a public employment related crime" means the total of the economic gain to the perpetrator of a public employment related crime and the economic loss to the public entity.
- (2) "Employee contribution" means that part of the compensation of a public employee which is paid by the employee or by the employer on the employee's behalf to a public retirement system as a requirement for membership in the public retirement system.
- (3) "Final conviction" means a conviction which has been upheld after the convicted person has exhausted all appeals of the conviction.
- (4) "Political subdivision" means any county, municipality, or local school district.
- (5) "Public employee" means elected and appointed officials and employees of the state or any branch, department, board, bureau, commission, authority, or other agency of the state and elected and appointed officials and employees of any political subdivision or authority or other agency of a political subdivision.
- (6) "Public employment related crime" means any one or more of the following crimes:
 - (A) Theft as provided in any one or more of Code Sections 6-8-2 through 16-8-9 when the theft is by an officer or employee of a government in breach of duties as such officer or employee and conviction for such crime is punishable under paragraph (3) of subsection (a) of Code Section 16-8-12;
 - (B) Any felony provided for in Article 1 of Chapter 10 of Title 16, relating to abuse of governmental office;
 - (C) Making false statements or concealing facts in matters within the jurisdiction of the state or a political subdivision as provided in Code Section 16-10-20;
 - (D) Conspiracy to defraud the state or a political subdivision as provided in Code Section 16-10-21;
 - (E) Stealing, altering, or concealing public records as provided in Code Section 45-11-1;
 - (F) Selling offices or dividing fees as provided in Code Section 45-11-2; and

- (G) Any felony conviction for any of the crimes specified in subparagraphs (A) through (E) of this paragraph under the laws of any other state or the United States; provided, however, that the provisions of this subparagraph shall apply to persons who first or again become members of a public retirement system on or after July 1, 2008.
- (7) "Public retirement system" means any retirement or pension system now or hereafter created by or pursuant to the authority of Georgia law or the Constitution of Georgia which has public employees as members of the retirement or pension system.
- (8) "Vested" means having sufficient creditable service as a member of a public retirement system to qualify to receive a retirement benefit upon retirement or termination from public service or upon attaining retirement age if public service is terminated prior to attaining such age.

O.C.G.A. 47-1-21.

Public employees in service on July 1, 1985

(a) This Code section shall apply to public employees in service on July 1, 1985, as long as such employees remain in continuous service as public employees. Any public employee in service on July 1, 1985, who ceases to be a public employee on or after that date and who subsequently again becomes a public employee shall be subject to the provisions of Code Section 47-1-22 upon again becoming a public employee. Any person who was a public employee prior to July 1, 1985, and who ceased to be a public employee prior to that date shall be subject to the provisions of Code Section 47-1-22 if such person again becomes a public employee after July 1, 1985.

(b) If a public employee commits a public employment related crime on or after July 1, 1985, in the capacity of a public employee and is convicted for the commission of such crime, such employee's membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for membership in any public retirement system. For any such public employee finally convicted for the commission of a public employment related crime, the right to any benefit or any other right under any public retirement system in which the employee is a member shall be determined as of the date of final conviction.

O.C.G.A. 47-1-22

47-1-22. Public employment related crime committed in the capacity of public employee

(a) This Code section shall apply to public employees first or again becoming public employees after July 1, 1985.

(b) If a public employee commits a public employment related crime in the capacity of a public employee and is convicted for the commission of such crime, upon final conviction such person's benefits under a public retirement or pension system, including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, as determined pursuant to the provisions of Code Section 47-1-25. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would

normally begin. For purposes of this subsection, the term "benefit" shall not include a refund of employee contributions without interest.

O.C.G.A. 47-1-22.1

47-1-22.1. Drug related crimes; public employees first or again becoming public employees after July 1, 1990

(a) Except as otherwise provided in this subsection, this Code section shall not apply to any public employee in service on July 1, 1990, and shall apply only to those public employees entering public service after July 1, 1990. A public employee in service on July 1, 1990, who ceases to be a public employee and terminates his or her membership in a public retirement system after that date and who subsequently again becomes a public employee shall be subject to the provisions of this Code section, beginning with the date of such subsequent employment. Any person who was a public employee prior to July 1, 1990, and who ceased to be a public employee and terminated his or her membership in a public retirement system prior to that date shall be subject to the provisions of this Code section if such person again becomes a public employee after July 1, 1990, beginning with the date of such subsequent employment.

(b) If a public employee who is not vested under a public retirement system commits a drug related crime and is convicted for the commission of such crime, such public employee shall forfeit all rights and benefits under and membership in the public retirement system in which the employee is not a vested member, effective on the date of final conviction. Any such public employee shall not at any time after such final conviction be eligible for membership in any public retirement system. Any employee contributions made by any such public employee to any public retirement system in which the employee is not a vested member shall be reimbursed, without interest, to the public employee within 60 days after the date of final conviction for the commission of the drug related crime.

(c) If a public employee who is vested under a public retirement system commits a drug related crime, such employee's active membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for active membership in any public retirement system. For any such public employee, the right to any benefit or any other right under any public retirement system in which the employee is a vested member shall be determined as of the date of final conviction.

(d) The provisions of Code Section 47-1-23 shall apply to a public employee charged with the commission of a drug related crime in the same manner that they apply to a public employee charged with the commission of a public employment related crime.

O.C.G.A. 47-1-22.2

47-1-22.2. Final conviction: notification to former public employer and public retirement system

Upon the final conviction of any person for a public employment related crime, the prosecuting attorney shall so notify the defendant's former public employer and any public retirement system in which he or she knows the convicted public employee to be an active, inactive, or retired member. Upon such notification, the public employer shall also notify any such public retirement system.

O.C.G.A. 47-1-23

47-1-23. Construction

Nothing in this article shall be construed to create a right for any public employee who is charged with the commission of a public employment related crime to remain a public employee or a member of a public retirement system until such employee is finally convicted for the commission of such crime. Nothing in this article shall be construed to create a right for a public employee who is charged with the commission of a public employment related crime to accrue rights or benefits under a public retirement system after the date any such employee ceases to be a member of such public retirement system.

O.C.G.A. 47-1-24

47-1-24. Persons who commit murder or voluntary manslaughter of member, etc., of public retirement system not to receive refund of contributions or benefits

No person who commits or conspires to commit the murder or voluntary manslaughter of a member, retiree, or beneficiary under a public retirement system shall receive any refund of contributions or any benefit under the public retirement system upon the death of the member, retiree, or beneficiary, even though the person so killing or conspiring is a named beneficiary for such refund of contributions or benefit. A plea of guilty or a judicial finding of guilt which is not reversed or otherwise set aside as to any such crime shall be prima-facie evidence of guilt for the purpose of applying the provisions of this Code section. All rights, interests, and entitlements to any such refund of contributions or benefit shall go to the secondary beneficiary designated by the member, retiree, or beneficiary, if a secondary beneficiary is designated and is living, upon the death of the member, retiree, or beneficiary, but otherwise to the member's, retiree's, or beneficiary's estate.

O.C.G.A. 47-1-25

47-1-25. Proceedings to determine economic impact of employment related crime

Within 30 days following the day the board of trustees receives notice that a member of the retirement system has been convicted of a public employment related crime, the board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of Article 2 of Chapter 13 of Title 50, to determine the economic impact of the public employment related crime. Such matter shall be deemed to be a contested case within the meaning of such article. The Department of Law shall represent the board of trustees in such proceedings. The decision of the administrative law judge shall be final unless appeal is made as otherwise provided by law.

O.C.G.A. 47-23-1

47-23-1. Definitions

As used in this chapter, the term:

(13) "Juvenile court judge" means a juvenile court judge now or hereafter appointed or otherwise holding office pursuant to Code Section 15-11-18 relative to the creation of juvenile courts, except judges of the superior courts sitting as juvenile court judges and juvenile court judges who are members of local retirement or pension systems created by local law.

O.C.G.A. 47-23-100

47-23-100. "Salary" defined for different classes of members

- (a) As used in this article, the term "salary" means:
 - (1) For superior court judges, the earnable monthly compensation from state funds provided by law for judges of the superior courts on the date the member begins receiving a retirement benefit;
 - (2) For district attorneys, the earnable monthly compensation from state funds provided by law for district attorneys on the date the member begins receiving a retirement benefit;
 - (3) For judges and solicitors-general of state courts, the average earnable monthly compensation received as such judge or solicitor-general; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges; and
 - (4) For juvenile court judges, the average earnable monthly compensation received as such juvenile judge; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges.
- (b) The monthly employee contributions made by the employer on behalf of the member under Code Sections 47-23-80, 47-23-81, and 47-23-82 shall be used in the computation of the member's salary for the computation of the member's retirement benefits.
- (c) Notwithstanding any provision of this chapter to the contrary, a member's salary shall be subject to limitations set forth in Code Section 47-1-13.

Exhibit E

**RESOLUTION TO ADOPT
AMENDED AND RESTATED
ACCG 401(a) DEFINED CONTRIBUTION PLAN
FOR CANDLER COUNTY EMPLOYEES**

WHEREAS, Candler County, Georgia (the "Employer") has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Candler County Employees (the "Plan") through an Adoption Agreement;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the "2020 IRS Pre-Approved Plan Documents"); and

WHEREAS, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

NOW THEREFORE, at a meeting held on the 6th day of December, 2021, the Candler County Board of Commissioners hereby resolves as follows:

RESOLVED that the Candler County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Candler County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

FURTHER RESOLVED that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

CANDLER COUNTY BOARD OF COMMISSIONERS

By: *[Signature]*
Chair, Candler County Board of Commissioners

Date: December 6, 2021

Attest:
By: *[Signature]*
County Clerk



Exhibit F



Agreement #: MMSA30369127

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION				
Legal Name	CANDLER COUNTY BOARD OF COMMISSIONERS			
Bill To Address	1075 F. HIAWATHA ST			
City	METTER	State	GA	Zip Code 30439-3961

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation



RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.



(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) **Response Time.** Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response



time is measured in aggregate for all Equipment covered by the Order.

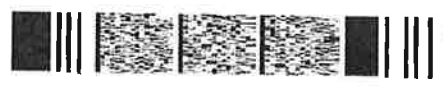
(b) **Uptime.** Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) **Replacement of Equipment.** Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured



equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: [Signature]
Name: Bryan Aasheim
Title: County Administrator
Date: 12/9/21

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____





ORDER AGREEMENT

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

Sales Type: CASH

EQUIPMENT BILL TO INFORMATION			
Customer Legal Name: CANDLER COUNTY BOARD OF COMMISSIONERS			
Address Line 1: 1075 E HIAWATHA ST		Contact: Bryan Aasheim	
Address Line 2:		Phone: (912)685-2835	
City: METTER		E-mail: BAasheim@candlerco-ga.gov	
ST/Zip: GA/30439-3961	County: BULLOCH	Fax:	

Check all that apply:

- PO Included PO#
- PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
- IT Service (Subject to and governed by additional Terms and Conditions)
- Sales Tax Exempt (Attach Valid Exemption Certificate)
- Fixed Rate Service Term 60 Months
- Syndication
- Add to Existing Service Contract: #

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: CANDLER COUNTY BOARD OF COMMISSIONERS			
Address Line 1: 705 N LEWIS ST		Contact: Bryan Aasheim	
Address Line 2: OFC		Phone: (912)685-2835	
City: METTER		E-mail: BAasheim@candlerco-ga.gov	
ST/Zip: GA/30439-3333	County: CANDLER	Fax:	
Service Term (Months) 12 Months	Base Billing Frequency MONTHLY	Overage Billing Frequency QUARTERLY	Service Type SILVER

Guaranteed Group Total Allowance <small>QUARTERLY</small>		Group Overages		Service Base <small>MONTHLY</small>
B/W	75000	B/W	0.0079	\$199.98
Color	0	Color	0.039	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	1075 E HIAWATHA ST	METTER GA/30439-3961 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM550F CONFIGURABLE PTO MODEL		1	\$1,400.88	\$1,400.88
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip	Contact	Phone E-mail



752

CANDLER CNTY COMMISSIONER	1075 E HIAWATHA ST	County METTER GA/30439-3961 BULLOCH	Bryan Aasheim	Fax (912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM3500A CONFIGURABLE PTO MODEL		1	\$2,953.14	\$2,953.14
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	25 W DANIEL ST	METTER GA/30439-3762 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM3500A CONFIGURABLE PTO MODEL		1	\$2,953.14	\$2,953.14
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	25 W DANIEL ST	METTER GA/30439-3762 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM5000 CONFIGURABLE PTO MODEL		1	\$3,996.47	\$3,996.47
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	1075 E HIAWATHA ST	METTER GA/30439-3961 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IMC3500 CONFIGURABLE PTO MODEL		1	\$5,284.44	\$5,284.44
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	1075 E HIAWATHA ST	METTER GA/30439-3961 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IMC6000 CONFIGURABLE PTO MODEL		1	\$6,664.37	\$6,664.37
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	610 W PINE ST	METTER GA/30439-4243 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM550F CONFIGURABLE PTO MODEL		1	\$1,964.61	\$1,964.61



SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	1065 E HIAWATHA ST	METTER GA/30439-3928 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM550F CONFIGURABLE PTO MODEL	1	\$1,964.61	\$1,964.61	
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	842 LANDFILL RD	METTER GA/30439-8427 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM550F CONFIGURABLE PTO MODEL	1	\$1,964.61	\$1,964.61	
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	4076 E HIAWATHA ST 1065 <i>PH</i>	METTER GA/30439-3961 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM550F CONFIGURABLE PTO MODEL	1	\$1,964.61	\$1,964.61	
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	35 SW BROAD ST	METTER GA/30439-4435 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM550F CONFIGURABLE PTO MODEL	1	\$1,964.61	\$1,964.61	
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	35 SW BROAD ST	METTER GA/30439-4435 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM3500A CONFIGURABLE PTO MODEL	1	\$2,953.14	\$2,953.14	
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	35 SW BROAD ST	METTER GA/30439-4435 BULLOCH	Bryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description	QTY	Sell Price	Extended Sell Price	
RICOH IM3500A CONFIGURABLE PTO MODEL	1	\$2,953.14	\$2,953.14	



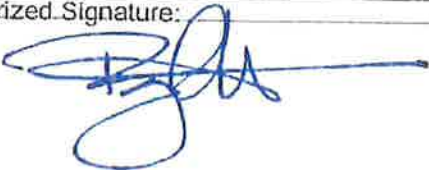
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RICOH IM3500A CONFIGURABLE PTO MODEL		1	\$2,953.14	\$2,953.14
SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CANDLER CNTY COMMISSIONER	35 SW BROAD ST	METTER GA/30439-4435 BULLOCH	Dryan Aasheim	(912)685-2835 BAasheim@candlerco-ga.gov
PRODUCT INFORMATION				
Product Description		QTY	Sell Price	Extended Sell Price
RICOH IM3500A CONFIGURABLE PTO MODEL		1	\$2,953.14	\$2,953.14

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG 3	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG 3	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG4	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG BC3	1	\$0.00	\$0.00
TS NETWORK & SCAN - SEG BC4	1	\$0.00	\$0.00
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN - PRINTER	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG 3	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG 3	1	\$0.00	\$0.00
TS NETWORK & SCAN CONNECT - SEG 3	1	\$0.00	\$0.00
TS-TRAINING STANDARD HARDWARE ONLY	1	\$71.00	\$71.00
ZBA CUSTOMER REBATE CHECK	1	\$0.00	\$0.00

ORDER TOTALS		
Service Type Offerings:	Product Total:	\$41,934.91
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	\$71.00
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$42,005.91
Additional Provisions: Insert ANY additional provisions here		



Accepted by Customer		Accepted: Ricoh USA, Inc.	
Authorized Signature: 		Authorized Signature:	
Printed Name: Bryan Aasheim		Printed Name:	
Title: County Administrator		Title:	
Date: 12/9/21		Date:	


Initials

