

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
December 19, 2023 @ 3:30PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING AGENDA

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PUBLIC COMMENTS**
7. **NEW BUSINESS:**
 - a. *SECOND READ: An Ordinance Amending Chapter 7, Article 2, Insurance Companies, of the City of Mableton Code of Ordinances*
 - b. *SECOND READ: An Ordinance Authorizing the City's Participation in the Georgia Municipal Employees Benefit System*
8. **EXECUTIVE SESSION (IF NEEDED) FOR:**
 - Litigation O.C.G.A. 50-14-3 (b)(1)(A)*
 - Real Estate O.C.G.A. 50-14-3 (b)(1)*
 - Personnel O.C.G.A. 50-14-3 (b)(2)*
 - Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)*
9. **CITY COUNCIL COMMENTS**
10. **ADJOURNMENT**

Public comments are limited to 2 minutes per speaker. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

December 19, 2023 Special Called Meeting Agenda

**STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON**

ORD

**AN ORDINANCE AMENDING TITLE 7 OF THE CITY OF MABLETON, GEORGIA,
CODE OF ORDINANCES TO IMPOSE LICENSE FEES ON INSURERS
CONDUCTING BUSINESS WITHIN THE CITY; TO IMPOSE A GROSS PREMIUMS
TAX ON INSURERS OPERATING WITHIN THE STATE OF GEORGIA; TO
PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND
OTHER PURPOSES.**

WHEREAS, the City of Mableton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof;

WHEREAS, the City Council is further authorized by Sec. 1.13 of the City Charter “to levy and collect such other taxes as may be allowed now or in the future by law”;

WHEREAS, the City Council desires through this Ordinance to adopt reasonable Code provisions relating to taxes, fees and assessments; and

WHEREAS, the City Council finds this Ordinance to be in the best interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED, by the governing authority of the City of Mableton as follows:

Section 1. Article 2, Insurance Companies, of Chapter 7 of the City of Mableton Code of Ordinances is hereby deleted in its entirety and replaced to read as follows:

CHAPTER 7 - TAXES, FEES AND ASSESSMENTS

...

ARTICLE 2 - INSURANCE COMPANIES

Sec. 7.2.1 - Insurers license fees

There is hereby levied for the year 2024 and for each year thereafter an annual license fee upon each insurer doing business within the City of Mableton, Georgia in the amount of One Hundred Fifty Dollars (\$150). For each separate business location in excess of one not covered by Section 7.2.2, which is operating on behalf of such insurers within the City, there is hereby levied a license fee in the amount of One Hundred Fifty Dollars (\$150). For the purposes of this Article, the term

“insurer” means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 7.2.2 - License fees for insurers insuring certain risks at additional business locations

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall pay an additional license fee of Fifty-Two Dollars and Fifty Cents (\$52.50) per location for the year 2024 and for each year thereafter.

Sec. 7.2.3 - Gross premiums tax imposed on life insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 7.1.1 of this Article.

Sec. 7.2.4 - Gross premiums tax, all other insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in the section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 7.1.1 of this Article.

Sec. 7.2.5 - Due date for license fees

License fees imposed in Sections 7.2.1 and 7.2.2 of this Article shall be due and payable on the first day of January, 2024 and on the first date of each subsequent year.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.
- (b) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law. In the event that any effective date and/or tax commencement date herein is invalid and/or determined to be invalid, said effective date and/or tax commencement date shall instead be the earliest date allowed by law.

Section 5. The City Clerk is hereby directed to forward a duly certified copy of this Ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.

SO ORDAINED this _____ day of December, 2023.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, Interim City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

AN ORDINANCE TO PROVIDE FOR PARTICIPATION BY THE CITY OF MABLETON IN THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM (GMEBS) LIFE AND HEALTH PROGRAM, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT, THE GMEBS LIFE AND HEALTH PROGRAM PARTICIPATION AGREEMENT, THE PARTICIPATING EMPLOYER'S DECLARATION PAGE(S), AND THE RULES GOVERNING THE PROGRAM, ALL AS AUTHORIZED AND PROVIDED BY TITLE 47, CHAPTER 5 OF THE O.C.G.A.; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES.

WHEREAS, the City of Mableton ("City," "Participating Employer" and/or "Employer") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program ("GMEBS Life and Health Program" or "Program") and by making contributions to the GMEBS Life and Health Program Trust Fund ("Trust Fund");

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement ("Trust Agreement" or "Trust"), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and Georgia law;

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) ("Declaration") accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees;

WHEREAS, the City Council is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement and Declaration on behalf of the Participating Employer;

WHEREAS, the City Council finds this Ordinance to be in the best interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED, by the governing authority of the City of Mableton as follows:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement,

and Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees (“Trustees”). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

Section 2. Approval by Trustees or the Program Administrator. The Participating Employer’s Ordinance and Declaration are subject to approval by the Trustees or the Program Administrator. The Trustees or Program Administrator may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance is adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 3. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have adopted the remaining parts of this Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 4. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 5. Effective Date. This Ordinance shall be effective on the date of approval by the Governing Authority or, if later, such other effective date designated by the Trustees below upon approval and acceptance of the signed Ordinance and Declaration.

Section 6. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SO ORDAINED this _____ day of December, 2023.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, Interim City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

GMEBS LIFE AND HEALTH PROGRAM
PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System (“GMEBS”) for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer’s Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer’s Declaration, and all Program Rules adopted by the GMEBS Board of Trustees (“Trustees”), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer’s Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined. The term “employee” refers to individuals who are currently or were formerly employed by the Participating Employer.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer’s first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer’s contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make

expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees or Program Administrator, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected and appointed members of

the Governing Authority of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Responsibilities When Offering Coverage At Any Time - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of the Participating Employer's Declaration and other terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.

The Participating Employer acknowledges and agrees that it is solely responsible for properly classifying its workers, complying with employment laws, complying with all applicable laws relating to the offering of health coverage to employees, including, but not limited to the Patient Protection and Affordable Care Act ("ACA") and the Georgia Security and Immigration Compliance Act.⁺ The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator are liable for any consequences arising from the Participating Employer's failure to comply with such obligations and laws. Participating Employers who meet the definition of an "Applicable Large Employer" under the ACA have a choice to extend coverage under the GMEBS Health Plan to all "Full-Time Employees" as defined by the ACA, and their dependent children, and make such coverage "affordable," as defined by the ACA, or pay "Employer Shared Responsibility" (also called "Pay or Play") penalties. The Participating Employer acknowledges and agrees that it is solely responsible for determining whether it is an Applicable Large Employer, how it will determine whether an individual worker is an ACA Full-Time Employee, whether it will offer coverage to all ACA Full-Time Employees and their dependent children, and how much, if at all, it will

⁺ Although the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s) and will be offered coverage, GMEBS has the sole authority to determine whether an employee has complied with all enrollment requirements, including, but not limited to requirements related to compliance with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1. In the event of a dispute over whether an enrolled employee or dependent is, in fact, eligible for coverage under the terms of the Plan(s), GMEBS has the discretion to interpret the terms of the Plan(s) and make the final decision for any Plans, except as stated under the terms of any Group Policy.

subsidize coverage in order to ensure that the coverage meets ACA affordability requirements. The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator is responsible for paying Employer Shared Responsibility penalties.

The Participating Employer represents and warrants that it will offer coverage under the Plans to all individuals who are eligible under the terms of the applicable Declaration, and in accordance with the approved waiting period set forth in the Declaration. The Participating Employer shall notify GMEBS immediately if it has imposed an unauthorized eligibility condition or waiting period. The Participating Employer acknowledges and agrees that neither the GMEBS, the Trust Fund, the Trustees, nor the Program Administrator will be liable for the Participating Employer's failure to properly offer coverage. Any penalties assessed against the GMEBS Health Plan because a Participating Employer imposed additional eligibility requirements or longer waiting periods will be recouped from the Participating Employer, and the Participating Employer agrees to such recoupment.

The Participating Employer will distribute and collect Plan enrollment forms from eligible employees and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically in a manner that meets applicable requirements for secure electronic transmission or via hard copy in the form and manner approved by the Program Administrator.

All actions taken by the Participating Employer to collect pre-enrollment and enrollment materials from employees and send them to the Program Administrator are taken by the Participating Employer on behalf of the employees, and not on behalf of the GMEBS Plans. The Participating Employer is solely responsible for maintaining the confidentiality and security of these materials while they are in the Participating Employer's custody and properly securing them during transmission to the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment – The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other

information necessary for enrollment from the Participating Employer. Retroactive enrollment is subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections – The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the

Program Administrator in writing immediately upon and no later than 14 days after the death of any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act (“FMLA”), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to return to employment following FMLA leave.

(i) Furnishing Summaries of Benefits & Coverage; Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees and retirees (if applicable) any and all Summaries of Benefits & Coverage, Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program. The Participating Employer agrees to certify that it has distributed such materials if the Trustees or Program Administrator request such a certification. The Participating Employer acknowledges and agrees that GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for the costs of distributing or for the consequences of Participating Employer's failure to satisfy these obligations. Any penalties for failure to distribute will be paid directly by the Participating Employer or recouped from the Participating Employer.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating. Initially, only individuals

included in required underwriting may be enrolled in the Plans. Individuals who become eligible for coverage at a later date may or may not be subject to underwriting.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration and Provision of Information about Employees and Dependents. – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program. Such cooperation includes securely transmitting to the Program Administrator upon request any information about employees and dependents that the Program Administrator deems necessary for administration.

(n) Enrollment and Billing Information – The Participating Employer shall designate on the Declaration Page the position of a contact or contacts for receipt of billing information and other information necessary for proper enrollment of eligible employees. The Participating Employer is solely responsible for ensuring that any designated contact properly secures this information and uses it only for permissible purposes. The Participating Employer agrees to promptly notify the Program Administrator if a designated contact is no longer authorized to receive this sensitive information.

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including all employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such

event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees or Program Administrator. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules or may also provide that Program benefits may be reinstated at the sole discretion of the Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits, elimination of benefit options, and changes in law applicable to the Plan. In the event that said change necessitates one or more amendments to the Participating Employer's Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees and Program Administrator are authorized but not required to amend the Participating Employer's Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment, nor any other consequences, including, but not limited to penalties, arising from the Participating Employer's failure to act in accordance with the amended Declaration. Notwithstanding any provision herein to the contrary, the Participating Employer's modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer's Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance written notice of such termination. If the Participating Employer provides such notice, the Employer's participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Participating Employer and the Program Administrator, provided the Participating Employer

timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees or Program Administrator will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees or the Program Administrator, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees or Program Administrator. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually eligible for and covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

No guaranty that payments or reimbursements to employees, former employees, or retirees will be tax free:
The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Participating Employer whatsoever as precedent concerning any matter relating to the Participating Employer's health and welfare plan(s). In particular, that ruling has no effect on whether payments from the Participating Employer's health and welfare plans are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Participating Employer's health plan(s).

GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT

Administered By:

Georgia Municipal Association

**201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404)688-0472
Facsimile: (678)686-6289**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
Section 1.01 Definitions	2
Section 1.02 Rules of Construction	3
ARTICLE II TRUST AND TRUST ADMINISTRATION	4
Section 2.01 Trust Fund.....	4
Section 2.02 Exclusive Benefit.....	4
Section 2.03 Pooled Trust.....	4
ARTICLE III PARTICIPATING EMPLOYERS.....	5
Section 3.01 Approval	5
Section 3.02 Participation.....	5
Section 3.03 Continuing as a Participating Employer	5
ARTICLE IV DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND.....	5
Section 4.01 Trust Deposits.....	5
Section 4.02 Trust Payments	6
ARTICLE V ACCOUNTS AND INVESTMENTS.....	6
Section 5.01 Investment of Trust Fund.	6
Section 5.02 Administrative Fee	7
ARTICLE VI POWERS AND DUTIES OF THE TRUSTEES.....	7
Section 6.01 Powers and Duties	7
Section 6.02 Delegation by Trustees	9
Section 6.03 Agreements with the Program Administrator.....	9
ARTICLE VII LIMITATIONS OF RESPONSIBILITY AND INDEMNIFICATION ..	9
Section 7.01 Limitations of Responsibility	9
Section 7.02 Indemnification.....	10
ARTICLE VIII ACCOUNTS AND RECORDKEEPING.....	10
Section 8.01 Maintenance of Records	10
Section 8.02 Independent Audit	11

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE IX RELIANCE ON COMMUNICATIONS	11
Section 9.01 Certification of Program Administrator	11
Section 9.02 Certification of Other Providers	11
Section 9.03 Certification of Participating Employers	11
ARTICLE X AMENDMENT AND TERMINATION	11
Section 10.01 Amendment	11
Section 10.02 Termination	11
Section 10.03 Effect of Termination of or by Participating Employer	12
ARTICLE XI MISCELLANEOUS	12
Section 11.01 Construction and Governing Law.....	12
Section 11.02 Parties Bound.....	13
Section 11.03 Necessary Parties to Disputes.....	13
Section 11.04 Severability	13
Section 11.05 Supersession	13
Section 11.06 Nonassignment	13
Section 11.07 Erroneous Payments	13
Section 11.08 Release.....	13

GMEBS LIFE AND HEALTH PROGRAM TRUST

THIS TRUST AGREEMENT is executed as of this 22nd day of June, 2014, by the Board of Trustees of the Georgia Municipal Employees Benefit System (hereinafter referred to as "GMEBS").

WITNESSETH:

WHEREAS, certain governmental employers and instrumentalities (hereinafter "Participating Employers") have agreed to pool assets in order to jointly provide for group health, life, accidental death and dismemberment, short-term disability, dental and/or other benefits for their designated benefit plan participants (hereinafter "participants") and to jointly provide for the risk-sharing associated with the provision of such benefits, pursuant to, and to be governed by, the provisions of Chapter 5 of Title 47 of the O.C.G.A. §§ 47-5-23 (14) and 47-5-40;

WHEREAS, GMEBS desires to establish a pooled trust to receive contributions from certain governmental employers and instrumentalities and to make distributions from the Trust for the provision of such benefits, which trust shall be known as the GMEBS Life and Health Program Trust (the "Trust");

WHEREAS, each Participating Employer has determined that it wishes to offer benefits under the GMEBS Life and Health Program ("Program") and to make contributions with respect to the provision of such benefits through participation in this Trust;

WHEREAS, participation in and any coverage under the Trust shall not constitute nor be construed as a commitment to provide a specific type or level of benefit, to provide for a specific premium or contribution rate, or to constitute an accrued or vested financial benefit for any specific employee, participant, or other person unless otherwise specifically provided herein;

WHEREAS, the Trustees are authorized to receive, hold and administer the funds in the Trust, and such funds, when received by the Trustees (or their delegate), will constitute the trust fund (the "Trust Fund" or "Fund");

WHEREAS, the Trustees agree to accept this Trust and to perform the duties of the Trustees hereunder;

WHEREAS, GMEBS intends that the income accruing to the Trust shall be excluded from the income of Participating Employers which are political subdivisions or instrumentalities of the State, and such income is derived from the exercise of an essential governmental function as provided for under section 115(1) of the Internal Revenue Code of 1986, as amended (the "Code"), Revenue Rulings 77-261 and 90-74, and other relevant guidance;

WHEREAS, each Participating Employer will execute a Participation Agreement providing that the Participating Employer will deposit its contributions in the Trust Fund, out of

which lawful and proper benefits are to be paid; that there will be no disbursements out of the Trust Fund to a Participating Employer except for the payment of benefits unless such disbursement is consistent with irrevocability of the contribution under the Code; and that the Participating Employer will make expense payments as required for Trust administration;

NOW, THEREFORE, GMEBS hereby establishes a Trust to provide as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 **Definitions.** When the initial letter of a word or phrase is capitalized, it shall have the following meaning:

- (a) "Code" means the Internal Revenue Code of 1986, as amended.
- (b) "Custodian" means a bank, mutual fund, savings and loan association, insurance company or other qualified entity selected by the Trustees, to hold and administer the assets of the Trust Fund.
- (c) "Eligible Employer" means an "employer" as defined in O.C.G.A. § 47-5-2(9), provided that the employer is an agency of the State of Georgia, a political subdivision of the State of Georgia, or an entity whose income is excluded from gross income under Code Section 115.
- (d) "GMA" means the Georgia Municipal Association, Inc., an instrumentality of local government organized as a non-profit corporation under the laws of the State of Georgia, or any successor thereto.
- (e) "GMEBS" means the Georgia Municipal Employees Benefit System, a public corporation established by an Act of the General Assembly of the State of Georgia, or any successor thereto.
- (f) "Governing Authority" means the entity designated as such in the Participating Employer's Participation Agreement which is authorized to act for the Participating Employer.
- (g) "Group Policy" means the terms of the life, health, or other group insurance policy, as applicable, issued by contract to GMEBS from a third party insurance provider.
- (h) "Health and Welfare Benefit" means any benefit, premium, and/or payment made in connection with the provision of employee benefits as defined in O.C.G.A. § 47-5-2(7), including, but not limited to, medical, prescription, drug, dental, life, disability and accidental death and dismemberment benefits.
- (i) "Investment Fund" means an investment fund that forms part of the Trust Fund as established by the Trustees.

(j) "Investment Manager" means an investment manager selected by the Trustees.

(k) "Plan" means the applicable coverage, benefit plan, or Group Policy under the GMEBS Life and Health Program.

(l) "Participating Employer" means an Eligible Employer which becomes a party to this Trust by executing a Participation Agreement and Declaration as provided in Section 3.02 hereof and which has, by resolution or ordinance, adopted participation in the Trust. This term includes a Participating Employer who has terminated participation in the Trust to the extent there remains any outstanding contributions or premiums to be made or benefits to be paid pursuant to Article X.

(m) "Participating Employer Representative" means the person designated in the Participating Employer's Declaration to represent the Participating Employer in all communications with GMEBS and the Program Administrator.

(n) "Program Administrator" means the program administrator selected by the Trustees. The Program Administrator may be removed and replaced with or without cause by a 2/3 vote of the Trustees. The current Program Administrator is GMA.

(o) "Property" refers to any property, real or personal, or partial interests therein, wherever situated, including, but without being limited to, preferred and common stocks, shares of investment companies, bonds, notes, debentures and mortgages, equipment trust certificates, investment trust certificates, interests in limited liability companies, in partnerships whether limited or general or in any insurance contract, policy, annuity, or other investment media offered by an insurance company, in which trust assets may be invested pursuant to Georgia law.

(p) "Rule" means a policy, procedure, rule or regulation adopted by the Trustees, establishing administrative procedures or interpretations affecting the Trust or Program.

(q) "State" means the State of Georgia.

(r) "Trust" means the trust created and established hereunder.

(s) "Trust Fund" means all such money, property, and all investments made therewith and proceeds thereof and all earnings and profits thereon, less payments made by the Trustees as authorized herein.

(t) "Trust Year" means the twelve (12) month period beginning each January 1 and ending the following December 31 on which the books and records of the Trust are maintained.

(u) "Trustees" means the Board of Trustees of GMEBS.

Section 1.02 Rules of Construction. Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

Accounting terms and principles used herein or applicable hereto shall be as defined and described from time to time by pronouncements and other guidance of the Governmental Accounting Standards Board, or any successor organization.

ARTICLE II

TRUST AND TRUST ADMINISTRATION

Section 2.01 Trust Fund. The Trustees shall receive and accept for the purposes hereof all property paid to the Trust by or at the direction of the Participating Employers and shall hold, invest, reinvest, manage, administer, and distribute property and the increments, proceeds, earnings, and income solely to provide Health and Welfare Benefits as described herein. All assets held by the Trustees in the Trust are referred to herein as the "Trust Fund." The Trustees have the authority to invest and manage the assets of the Trust Fund. All assets shall be held as a pooled trust to provide the Health and Welfare Benefits of any Participating Employer.

Section 2.02 Exclusive Benefit. The Trust is held for the exclusive benefit of employees of a Participating Employer and their dependents; provided, however, that no specific employee or group of employees shall have a vested interest in the Trust Fund. The Trust Fund shall be used solely for providing Health and Welfare Benefits to each Participating Employer's eligible employees and their eligible dependents, pursuant to the Participation Agreement and the terms of the applicable Plan(s), and the payment of reasonable expenses of the Trust. Such expenses include, but are not limited to, expenses arising from the reasonable indemnification of entities performing services for the Plan pursuant to contract, to the extent permitted under applicable law, and payments required under applicable law or imposed on the Trust pursuant to applicable law. No portion of the principal or income of this Trust shall revert to a Participating Employer except in a manner consistent with the Code. Trust assets shall not be used to satisfy the claims of any creditor of any Participating Employer or of the Program Administrator, the Custodian or the Trustees. Trust assets shall not be used to pay any penalties or fines assessed against a Participating Employer. In the event that a penalty is assessed against the Trust as a result of actions or inactions of a Participating Employer, the Trustees or Program Administrator will recoup such penalties or fines from the Participating Employer or take such other actions as are necessary and appropriate to protect the Trust.

Section 2.03 Pooled Trust. The Trust Fund shall be in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employers enter this Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of the premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for the payment of contributions, fees, expenses, and costs provided for in its Participation Agreement and joinder in the Trust and for any necessary additional assessments levied by the

Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Payment of expenses and fees of the Trust in accordance with Section 5.02 shall have priority.

ARTICLE III

PARTICIPATING EMPLOYERS

Section 3.01 Approval. The Trustees shall be the sole judge of whether an Eligible Employer is eligible to become a Participating Employer. The Trustees may delegate the authority for membership approval to the Program Administrator.

Section 3.02 Participation. An Eligible Employer that is a municipal corporation may become a Participating Employer, by delivering to the Program Administrator an appropriate ordinance of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. The municipal corporation will become a Participating Employer as of the effective date specified in said ordinance. Any other Eligible Employer may become a Participating Employer by delivering to the Program Administrator an appropriate resolution of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. By executing the ordinance (or resolution, if applicable) and Participation Agreement, the Eligible Employer agrees to be bound by all the terms and provisions of this Trust, the Participation Agreement, the Declaration, and the Rules adopted by the Trustees, as amended from time to time. The Participation Agreement and Declaration shall include provisions regarding type of coverage, eligibility of employees, eligibility of dependents, administration of federal law requirements, responsibilities of the Participating Employer, remittance of contributions, and procedures for termination and modification of the Declaration.

Section 3.03 Continuing as a Participating Employer. A Participating Employer shall be entitled to continue to be a Participating Employer as determined from time to time by the Trustees. A Participating Employer may terminate participation in the Trust by providing thirty (30) days prior written notice to the Program Administrator, subject to the provisions of Section 10.03 of this Trust Agreement and the applicable provisions of the Participation Agreement.

ARTICLE IV

DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND

Section 4.01 Trust Deposits.

(a) The Trustees hereby delegate to the Program Administrator the responsibility for accepting contributions to the Trust and remitting said contributions to the Custodian. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Program Administrator.

(b) The Trustees shall: (i) invest and reinvest the Trust Fund, and (ii) pay benefits as described herein from the assets of the Trust (except for benefits payable under any Group Policy) on the order of the Program Administrator or its duly authorized representative, or, if applicable, on the order of a claims administrator hired by the Trustees. The Custodian shall hold such assets on behalf of the Trustees. The Trustees shall account for contributions, income, and payments made to or from the Trust. The Trustees, Custodian and Program Administrator shall not be responsible for funding the Trust Fund to pay benefits due under the Plans and expenses of the Plans, or to meet and discharge any other liabilities of the Plans or the Trust.

(c) Contributions to fund the benefits under the Trust shall be made by each Participating Employer based upon the Health and Welfare Benefits provided under the Plan and the Trustees' determination of the necessary contribution or premium amount, based on the experience of the participants of the Participating Employer and including any underwriting questionnaire and census forms provided by the Participating Employer, as well as any other appropriate classifications, rates, loss experience and other criteria adopted by the Trustees or the Program Administrator. Participating Employers may be rated individually with rates different from the ordinary group rates when the loss experience of the Participating Employer warrants such individual rating as determined by the Trustees or Program Administrator.

(d) Late fees, reinstatement fees, or other charges may be established at the discretion of the Trustees.

Section 4.02 Trust Payments. The Trustees or Program Administrator, as applicable, shall make payments and transfers from the Trust to such claims disbursing accounts and expense payment accounts as may be maintained pursuant to the Plan(s), and to Participating Employers, their employees and their spouses and dependents as necessary for proper administration of the Plan(s). Such payments shall be made in such manner, in such amounts, and for such purposes, including the payment of Health and Welfare Benefits under the Plan(s), the payment of expenses of administration of the Program and Trust, and the payment of any refunds of contributions or premiums. The Trustees or Program Administrator, as applicable, shall ensure that any payment from the Trust conforms to the provisions of the Plan(s), the Trust Agreement, and any applicable law. The Trustees and Program Administrator shall not incur any liability or other damage on account of any payment or other distribution made by the Trust in accordance with this Section.

ARTICLE V

ACCOUNTS AND INVESTMENTS

Section 5.01 Investment of Trust Fund.

(a) Except as otherwise provided by Rule or as delegated to the Investment Manager or Custodian, the Trustees shall have complete control of the management and investment of the Trust Fund and shall have all powers necessary or convenient to enable it to exercise such control.

(b) The Trustees may invest and reinvest funds held by the Fund in any investments which are legal investments under O.C.G.A. § 47-5-24, and shall have the discretion to decide the allocation of funds among such investments. The Trustees may purchase, acquire, hold, lease, sell, and convey real and personal property, and place funds held herein with banks or trust companies which have corporate trust powers, with insurance companies authorized to do business within the State, and do all such other acts as are permitted by law. The Trustees may hold all or part of the Trust Fund uninvested as may be appropriate to provide reasonable liquidity for the Trust.

Section 5.02 **Administrative Fee or Fees.** The Trustees may establish and revise an administrative fee or fees that may be assessed to Participating Employers to defray the costs of the Trust and Program, in the manner provided under O.C.G.A. § 47-5-27 or in any other manner determined by Rule.

ARTICLE VI

POWERS AND DUTIES OF THE TRUSTEES

Section 6.01 **Powers and Duties.** The Trustees, in administering the Trust, shall have such power and authority (including discretion with respect to the exercise of that power and authority, and the ability to delegate such power and authority) as may be necessary, advisable, desirable, or convenient to the Trustees, in their sole discretion as Trustees and investment fiduciary subject to the provisions of this Trust Agreement, and consistent with O.C.G.A. § 47-5-23 and 47-5-24, including the power and authority:

(a) To make Rules with respect to the Trust and Program that are not inconsistent with the Trust, the Code or applicable law, and to amend or rescind such Rules;

(b) To adopt or amend the form of ordinance, resolution, Participation Agreement, and Declaration required to be adopted and executed by Participating Employers under Section 3.02;

(c) To determine, consistent with the applicable laws, rules or regulations, all questions of law or fact that may arise as to any person or entity claiming rights under the Trust;

(d) Subject to and consistent with the Code and applicable law, to construe and interpret the Trust and to correct any defect, supply any omission, or reconcile any inconsistency in the Trust;

(e) To adopt and amend investment policies, guidelines, restrictions and requirements;

(f) To adopt and amend Plan(s) to provide Health and Welfare Benefits to eligible participants under the Program;

(g) To contract with municipal corporations and other public bodies of the State and private entities or persons for the use or furnishing of services and facilities necessary, useful, or incident to providing Health and Welfare Benefits under the Program, including but not limited to services and facilities concerning administration of claims; maintenance of provider networks; investment of Trust assets; promotion of membership in the Trust; actuarial services; underwriting services; accounting services; stop-loss coverage in such aggregate and specific amounts as the Trustees deem appropriate; maintenance of records and accounts; and any other services or facilities deemed by the Trustees to be necessary or useful for the sound operation of the Program or Trust Fund;

(h) To establish the terms for providing Health and Welfare Benefits under the Program through the use of insurance companies, self-funding, or other funding method as determined by the Trustees;

(i) To rate each Participating Employer for purposes of determining the contributions and premiums necessary for participation in the Plan and Trust;

(j) To maintain appropriate reserves for known incurred losses and loss adjustment expenses and for estimated but not reported losses and to assess Participating Employers pro rata an amount deemed by the Trustees to be sufficient to maintain appropriate reserves;

(k) To employ legal counsel;

(l) To employ and contract with actuaries, auditors, accountants, investment advisers, investment brokers, consultants, and other Program service providers;

(m) To collect and disburse all funds due and payable under the Trust;

(n) To provide for and promulgate all the rules, regulations, procedures and forms that are deemed necessary or desirable in contracting with Participating Employers, in fulfilling the purpose of providing Health and Welfare Benefits, and in maintaining proper records and accountings;

(o) To bring and defend actions, sue and be sued, and plead and be impleaded;

(p) To expend funds for the purchase of fidelity and surety bonds and liability insurance for the protection and indemnification of Trustees in the performance of their duties;

(q) To expend funds for the reasonable expenses of Trustees while engaged in the performance of their duties;

(r) To employ insurance companies, banks, trust companies, and investment brokers as agents for the keeping of records and the receipt and disbursement of funds held by or due the Trustees;

(s) To accept gifts and donations of Property of every nature and use such Property for the purposes of this Trust;

(t) To provide for termination of the Trust and disbursement of assets as permitted by law and the terms of this Trust;

(u) To exercise generally any of the powers of an owner with respect to all or any part of the Trust Fund; and

(v) To take all actions consistent with this Trust Agreement necessary or appropriate to administer or carry out the purposes of the Trust; provided, however, the Trustees need not take any action unless in their opinion there are sufficient Trust assets available for the expense thereof.

Section 6.02 Delegation by Trustees. In addition to the powers stated in Section 6.01, the Trustees may from time to time delegate to an individual, committee, or organization certain of its fiduciary responsibilities and other responsibilities under the Trust and/or Participation Agreement. Any such individual, committee, or organization may be an agent of the Trustees under the common law of agency, may be an independent contractor, or may serve in both capacities. Any such individual, committee, or organization shall remain a fiduciary with respect to any delegated fiduciary duty and shall remain responsible to fulfill any other delegated responsibility until such delegation is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee, or organization shall have such power and authority with respect to such delegated fiduciary responsibilities and other responsibilities as the Trustees have under the Trust and/or Participation Agreement. Such delegation may be evidenced by contract or other action of the Trustees, including ratification of the actions of an agent.

Section 6.03 Agreements with the Program Administrator. The Trustees may enter into agreements and contracts with the Program Administrator for any purpose related to the Trust including contracts and agreements for administrative services, personnel, reimbursement of expenses, and institutional value and licensing. The contract or agreement may specify the compensation to be paid by the Trustees to the Program Administrator and such other terms as the parties mutually agree.

ARTICLE VII

LIMITATIONS OF RESPONSIBILITY AND INDEMNIFICATION

Section 7.01 Limitations of Responsibility of Members of the Board of Trustees. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Trust Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees and the Program Administrator shall not be responsible for any particular federal, state or local income, payroll or other tax consequence or penalty to a Participating Employer or an eligible employee, spouse or dependent, and shall not be responsible for any tax reporting obligation relating to payments or disbursements to such persons, except to the extent such reporting obligation is otherwise required by law.

(c) The Trustees shall be responsible only for money and property actually received by the Trust, and then to the extent described in this Trust.

(d) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(e) No member of the Board of Trustees shall have any liability for the acts or omissions of any predecessor or successor in office.

(f) The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any Investment Fund; (iv) the acts or omissions of any Custodian; (v) the acts or omissions of the Program Administrator; (vi) the acts or omissions of any contractor, or (vii) the acts or omissions of any Participating Employer.

Section 7.02 Indemnification of Members of the Board of Trustees. The Trust shall, and hereby does, to the extent permitted by law, indemnify the Trustees, including persons who have served as such in the past or who are heirs, executors, or administrators thereof, against expenses (including attorney's fees), penalties, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any actual or threatened proceeding of any kind, arising by reason of the fact that any such person is or was a member of the Board of Trustees, and shall advance to such person expenses reasonably incurred in defending any such proceedings as permitted by law. Such indemnity shall apply, however, only if, in connection with the matter at issue, the person claiming indemnity hereunder acted in good faith and in a manner he or she reasonably believed was in the best interests of the Trust. This indemnity does not extend to any acts of the person seeking indemnity which involve gross negligence or willful misconduct, or are materially in breach of the Trust Agreement, or any by law. The Trustees may obtain and may rely on a written opinion of independent legal counsel on any issues of good faith, reasonable belief, or breach, or on any and all other issues that may bear on the application of this indemnity.

ARTICLE VIII

ACCOUNTS AND RECORDKEEPING

Section 8.01 Maintenance of Records. The Trustees shall maintain or cause to be maintained suitable records, data, and information relating to their responsibilities hereunder. The Trust's books and records relating thereto shall be open to inspection at reasonable times, in accordance with applicable law.

Section 8.02 Independent Audit. The Trustees shall cause an independent audit of the Trust Fund to be performed annually, with results reported to all Participating Employers.

ARTICLE IX

RELIANCE ON COMMUNICATIONS

Section 9.01 Certification of Program Administrator. The Trustees may rely upon a certification of the Program Administrator with respect to any instruction, direction, or approval of such Program Administrator and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Program Administrator.

Section 9.02 Certification of Other Providers. The Trustees and the Program Administrator shall be protected further in relying upon a written certification that purports to be from any Custodian, Investment Manager, insurance company, mutual fund, or other Program service provider as to the person or persons authorized to give instructions or directions on behalf of such Custodian, Investment Manager or insurance company, mutual fund, or other Program service provider and continue to rely upon such certification until a subsequent written certification is filed with the Trustees.

Section 9.03 Certification of Participating Employers. The Trustees and the Program Administrator may rely upon a certification from a Participating Employer with respect to any information requested. The Trustees and the Program Administrator shall have no duty to make any investigation or inquiry as to any statement contained in any certification, but may accept the same as complete and accurate.

ARTICLE X

AMENDMENT AND TERMINATION

Section 10.01 Amendment. This Trust Agreement may be amended by the Trustees at any time and in any manner permitted by applicable State law and not inconsistent with Code Section 115, as amended from time to time. Notice of such Amendment shall be provided to the Participating Employers, Program Administrator and Custodian within a reasonable period thereafter.

Section 10.02 Termination. This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, Participating Employer premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination established by the Trustees. GMEBS, the Program Administrator, and any third party insurers under the Program will not be responsible

for any claims incurred following said termination date (except as otherwise provided under any Group Policy). The assets remaining in the Trust Fund as of the termination date shall continue to be used and applied, to the extent available, for the:

(a) payment of self-funded Health and Welfare Benefits under the Plan(s) with respect to claims incurred prior to such termination and administrative and other expenses and obligations incurred prior to the termination effective date; and

(b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust Fund shall be distributed on a pro rata basis to Participating Employers who are participating in the Trust as of the effective date of termination in accordance with and subject to any applicable Rules established by the Trustees. In no event shall Trust Fund assets be distributed to an entity that is not a state, a political subdivision of a state, or an entity whose income is excluded from gross income under Code Section 115.

Section 10.03 Effect of Termination of or by Participating Employer. In the case of the complete or partial termination of the Trust by the Trustees as to one or more Participating Employers or in the case of termination of participation by a Participating Employer, the Participating Employer's premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination and the assets then remaining in the Trust Fund shall continue to be used and applied, to the extent available, for the (a) payment of Health and Welfare Benefits under the Program with respect to claims incurred prior to such termination and other expenses and obligations arising prior to such termination; and (b) payment of reasonable and necessary expenses incurred in such termination. The Trust shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Trust, or whose participation is not terminated by the Trustees.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Construction and Governing Law.

(a) This Trust Agreement shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the laws of the State of Georgia. If any provision of the Trust Agreement is held to violate the Code or Georgia law, or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Trust.

(b) The headings and subheadings in this Trust Agreement are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust Agreement.

(c) In resolving any conflict among provisions of this Trust Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of this Trust Agreement, the interpretation that (i) causes the Trust to be exempt from tax as a governmental instrumentality under Code Section 115, and (ii) causes the Trust to comply with all applicable requirements of the Code and the laws of the State of Georgia shall prevail over any different interpretation.

Section 11.02 Parties Bound. This Trust Agreement shall be binding upon the Trustees and all Participating Employers, and, as the case may be, the delegates, successors, and assigns of each of them.

Section 11.03 Necessary Parties to Disputes. Necessary parties to any accounting, litigation, or other proceedings relating to the Trust Agreement shall include only the Trustees. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon the Participating Employers, and upon all persons claiming by, through, or under them.

Section 11.04 Severability. If any provisions of the Trust Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Trust Agreement shall continue to be fully effective.

Section 11.05 Supersession. The terms of the Trust Agreement shall supersede any previous oral or written agreement between the parties to this Trust pertaining to matters that are the subject of the Trust.

Section 11.06 Nonassignment. No Participating Employer may commute, sell, assign, transfer, or otherwise convey any right it may have under the Trust. The assets held under this Trust shall not be subject to the rights of the creditors of the Participating Employers, the Trustees, the Custodian or the Program Administrator, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

Section 11.07 Erroneous Payments. If the Trustees or the Program Administrator make any payment that according to the terms of the Trust and the benefits provided hereunder should not have been made, the Trustees or Program Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees or Program Administrator, from the person to whom it was made or from any other appropriate party. For example, the Trustees or Program Administrator may deduct the amount of the incorrect payment when making any future payments to that Participating Employer.

Section 11.08 Release. Any payment to any Participating Employer or its designee shall, to the extent thereof, be in full satisfaction of the claim of such Participating Employer being paid thereby and the Trustees or Program Administrator may condition payment thereof on the delivery by the Participating Employer or its designee of the duly executed receipt and release in such form as may be determined by the Trustees or Program Administrator.

IN WITNESS WHEREOF, this Trust Agreement has been executed by the undersigned on the date indicated. This Trust Agreement shall be effective June 22, 2014.

**BOARD OF TRUSTEES,
GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

Dated: June 22, 2014

N. Lamar Perkin
Secretary

Attest: *Calvin Wray*

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH, DENTAL & VISION BENEFITS
Mableton**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER (“ALE”) UNDER THE AFFORDABLE CARE ACT (“ACA”). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL “FULL TIME EMPLOYEES” AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Health Dental Vision

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer’s Governing Authority. This would include the Chief Legal Officer, Associate Legal Officer and Municipal Judges unless identified as being excluded by Employer below.

Health Dental Vision

Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")

Chief Legal Officer Associate Legal Officer Municipal Judges

1C. [For ALE’s only - Participating Employers that are ALE’s may determine that certain workers who do not meet the definition of a Regular Employee above are “ACA Full-Time Employees.” For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE’s may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Individuals who are hired or take office into an Eligible position after the Employer’s effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position.

0 30 45 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE’s only - The waiting period elected above applies for any newly hired workers the Employer identifies as being “ACA Full-Time Employees” pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer’s waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the “Health” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	POS 80/60 1500	x	x	x	x
x	POS 80/60 3000	x	x	x	x
x	POS 90/70 - 500	x	x	x	x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the “Dental” box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

If the “Vision” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicates whether coverage is requested for eligible dependents:

	Employee	Employee + Spouse	Employee + Child	Family
x	x	x	x	x

SECTION 6. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Susan Hiott

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 7. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS’ approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended. If the Employer has elected Vision Coverage, the Employer also agrees to the following Vision Participation Agreement required by Anthem, the insurer of the Vision Coverage:

VISION PARTICIPATION AGREEMENT

- By electing Vision Coverage, Employer is electing to participate in the Master Policy for Anthem Vision Coverage held by GMEBS (the Policyholder.)
- The eligibility and waiting period provisions elected above are incorporated by reference in this Vision Participation Agreement.
- Employer shall fulfill the obligations of the “group” or the “employer” set forth in the Vision Coverage Certificate.
- The Employer affirms that it will not offer any other vision coverage while offering Vision Coverage through GMEBS.
- If the Employer engages in fraudulent conduct or misrepresentations when requesting or offering Vision Coverage, Anthem has the right to rescind, cancel or terminate the Employer’s participation in the Anthem Vision Coverage effective on the date of the fraudulent conduct or misrepresentation, regardless of the date of Anthem’s discovery of such conduct. The Employer shall be liable to Anthem for any and all payments made or losses or damages sustained by Anthem arising as a result of such conduct.
- In the event the Employer has failed to provide to Anthem’s satisfaction, any information requested by Anthem, Anthem may terminate the Employer’s participation in Vision Coverage upon thirty (30) days written notice.
- If the Employer fails to timely notify the Life & Health Program Administrator of an employee or dependent’s loss of eligibility, and Anthem is unable to recover claim amounts paid to an ineligible individual, the Employer shall be liable to reimburse Anthem for all unrecovered claim amounts paid.
- Employer agrees not to impede any individual enrolled in Employer’s Vision Coverage from performing his or her obligations under the Certificate of Coverage, and agrees to assist such individuals in performing their obligations.

Approved by the Mayor and Council/Commission of the City of Mableton , Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____,GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR

By: _____

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER APPLICATION
AND
GREATER GEORGIA LIFE (GGL) PARTICIPATION
AGREEMENT**

**BASIC EMPLOYEE LIFE/AD&D
OPTIONAL EMPLOYEE LIFE/AD&D
DEPENDENT LIFE
EMPLOYEE SHORT TERM DISABILITY
RETIREE LIFE**

Mableton, hereby:

- Applies for Group Term Life Insurance and/or Group Short Term Disability Income Insurance pursuant to the "Schedule of Life/AD&D/Short Term Disability Benefits Requested" below under the applicable Georgia Municipal Employees Benefit System (GMEBS) Group Policy ("Group Policy").
- Confirms the appointment of GMEBS (or its Agent) as the Administrator and Greater Georgia Life Insurance Company ("GGL") as the Insurer with respect to benefits provided under the applicable Group Policy.
- Agrees to be bound by the terms of the applicable Group Policy.

Further, the above referenced Employer, hereby:

1. Agrees to promptly furnish the Administrator with records or other information required by them for proper administration of benefits under the Group Policy and further agrees to allow the Administrator, its Agent and/or the Insurer to inspect all records that pertain to administration of benefits under the Group Policy.
2. Agrees that, in the event of the Employer's withdrawal or termination as a Participating Employer under the Group Policy, no further claim (except as provided under the Group Policy's extended benefits provision) will be made against the Administrator or the Insurer.
3. Agrees to remit to GMEBS all premiums due and payable by the first of each calendar month for the purpose of providing and maintaining group insurance for the benefit of employees.
4. Understands and agrees that all terms and conditions incident to insurance coverage will be in accordance with the Group Policy issued to GMEBS and any amendments, riders, or endorsements thereto.
5. Requests a Schedule of Benefits for Eligible Employees as set forth below.
6. Understands that this Application and GGL Participation Agreement will not become effective until it is approved by GMEBS and the Greater Georgia Life Insurance Company.

SCHEDULE OF LIFE / AD&D / SHORT TERM DISABILITY BENEFITS REQUESTED

SECTION 1. ELIGIBLE CLASSES OF EMPLOYEES; TYPE OF BENEFITS REQUESTED

1A. Regular Employees - The Employer requests the following benefits for all Eligible Employees of the Employer, as defined in the applicable Group Policy/Certificate (list all that apply; if none apply, skip to Section 1B):

Basic Employee Life/AD&D

Dependent Life

Optional Employee Life/AD&D

Short Term Disability

1B. Elected Officials - The Employer requests the following benefits for all active or appointed members of the Employer's Governing Authority (list all that apply; if none apply, skip to Section 2):

Basic Employee Life/AD&D

Dependent Life

Short Term Disability

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Subject to the applicable terms of the Group Policy/Certificate, Eligible Employees who are hired or take office after the effective date of the Employer's basic employee life or short term disability coverage will be eligible for such coverage on the first day of the calendar month following or coinciding with the date that they complete **30 Days** (insert number of days e.g., 0, 30, 45, 60, etc. subject to any applicable legal limit on number of days) of continuous, active service in an Eligible Employee class. Note: The Waiting Period must be the same for all coverages (i.e. health, dental, life, short term disability, etc.)

SECTION 3. BASIC EMPLOYEE LIFE/AD&D AMOUNT (EMPLOYER PAID-EMPLOYEES DO NOT CONTRIBUTE TOWARD PREMIUM) - If Employer listed "Basic Employee Life/AD&D" for any Employee class in Section 1A or 1B, please complete this Section. (If the Employer did not list "Basic Employee Life/AD&D" for any Employee class in Section 1, insert "N/A" in the space below next to "Flat Dollar Amount" and skip to Section 6).

The Employer requests Basic Employee Life/AD&D coverage in the following Amounts for those Employees who are eligible for Basic Life/AD&D benefits as indicated in Section 1 above:

\$30,000

SECTION 4. OPTIONAL EMPLOYEE LIFE/AD&D AMOUNT (EMPLOYEE PAID - EMPLOYER DOES NOT CONTRIBUTE TOWARD PREMIUM) - If Employer listed "Optional Employee Life/AD&D" for any Employee class in Section 1A or 1B, these Employees may elect Optional Employee Life/AD&D coverage, subject to Employee's payment of required premium and terms of Group Policy/Certificate. Optional Life/AD&D Amount will be the same as Employee's Basic Employee Life/AD&D Amount, subject to GI limit; EOI and underwriting approval required for Amount over GI limit; see also Note below on age-based reductions in coverage amounts.

\$30,000

Note on Age-Based Reductions in Coverage Amounts: Basic Employee Life/AD&D Amount and Optional Employee Life/AD&D Amount are each reduced to 65% of the applicable Amount at age 70. They are further reduced to 45% of the applicable Amount at age 75. Age reductions do not apply to Amounts of less than \$25,000.

All Basic Employee Life/AD&D and Optional Employee Life/AD&D benefits terminate upon the Employee's cessation of full-time active employment, or when the Employee's coverage otherwise terminates as provided in the Group Policy/Certificate.

SECTION 5. DEPENDENT LIFE AMOUNT - If Employer listed "Dependent Life" for any Employee class in Section 1, please complete this Section. If Employer did not list "Dependent Life" for any Employee class in Section 1, insert "N/A" in space below next to "Dependent Life Amount" and skip to Section 6.

Employees may be required by Employer to pay for all or a portion of the Dependent Life premium in accordance with Employer cost-sharing arrangement for Dependent Life. The Employer requests that Dependent Life benefits be made available in the following Amount for those Employees who are eligible for Dependent Life benefits as indicated in Section 1 above, subject to payment of required premium and terms of Group Policy/Certificate:

Dependent Life Amount: **\$2,000** - (Specify any Amount in increments of \$1,000 up to a maximum of \$20,000; Dependent Life Amount cannot exceed 50% of the Employee's Life Amount).

Is Employee's eligibility for Dependent Life coverage contingent upon Employee electing and maintaining dependent health coverage through GMEBS? **Yes**

Note: Eligible Dependents include Employee's Spouse and Child(ren) as defined under the Group Policy/Certificate. Spouse's coverage terminates when Spouse reaches age 70, or when the Employee's coverage terminates, if earlier. Eligible Child(ren) are covered from age 15 days until age 26, or until Employee's coverage terminates, if earlier. Dependents are not eligible for AD&D or optional life coverage.

SECTION 6. REGULAR EMPLOYEE SHORT TERM DISABILITY AMOUNT (EMPLOYER PAID - EMPLOYEE DOES NOT CONTRIBUTE TOWARD PREMIUM) - If Employer listed "Short Term Disability" for Regular Employees in Section 1A, please complete this Section. If Employer did not list "Short Term Disability" for Regular Employees in Section 1A, insert "N/A" in space below next to "Weekly Benefit Amount" and skip to Section 7.

WEEKLY BENEFIT AMOUNT - The Employer requests that Short Term Disability benefits be made available in the following Weekly Benefit Amount for Regular Employees who are eligible for Short Term Disability benefits, subject to terms of Group Policy/Certificate. Weekly Benefit Amount cannot exceed \$300.

The Weekly Benefit Amount will apply to the Employee classes below who are eligible for Short Term Disability benefits as indicated in Section 1 above:

\$300

ELIMINATION PERIOD - The Employer elects the following Elimination Period:
Short Term Disability Benefits will begin on 15th day for Accident, 15th day for Sickness

- Maximum Benefit Duration: 26 Weeks
- Weekly Benefit Amount capped at 70% of Employee's Weekly Earnings, notwithstanding Amount(s) elected.
- Employment related disabilities are not covered.
- Disability due to pregnancy will be covered as any other illness.

SECTION 7. RETIREE LIFE (EMPLOYER PAID - RETIREE DOES NOT CONTRIBUTE TOWARD PREMIUM)

Please insert Retiree Life Amount below only if the Employer requests life insurance benefits for its Eligible Retirees. Note: Eligible Retirees include only those retirees who have terminated employment with the Employer and who are in pay status (i.e. receiving a monthly normal or early retirement benefit) under the Employer's EMEBS defined benefit retirement plan. Eligible Retirees do not include terminated vested employees or retirees receiving disability retirement benefits under the Employer's GMEBS defined benefit retirement plan. Retirees are not eligible for AD&D, optional life, dependent life, or short-term disability benefits. If the Employer does not wish to provide retiree life insurance, insert "N/A" in space below next to "Retiree Life Amount" and skip to Section 8:

Retiree Life Amount: **N/A**

SECTION 8. Other Terms/Conditions Requested by Employer (if none, leave blank):

SECTION 9. EMPLOYER REPRESENTATIVE - Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program:

SECTION 10. EMPLOYER ADOPTION - The Employer hereby accepts and agrees to the terms of this Application and GGL Participation Agreement and requests the Schedule Of Benefits as outlined above. The Employer acknowledges that this Application and GGL Participation Agreement will not become effective unless and until it is approved by Greater Georgia Life Insurance Company (GGL) and the GMEBS Life & Health Program Administrator, and that upon such approval, this Employer Application and GGL Participation Agreement will replace and supersede any prior Employer Application and GGL Participation Agreement. The Employer further acknowledges that GMEBS' approval of this Employer Application and GGL Participation Agreement is contingent upon the Employer's having adopted the GMEBS Life and Health Program Participation Agreement.

Approved by the Mayor and Council/Commission of the City of Mableton , Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____,GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Application and GGL Participation Agreement are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____. Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By: _____

Please do not write below this line (for GGL USE ONLY)

FOR GGL USE ONLY

Primary Contact Designation Form

Life & Health Insurance Services

Georgia Municipal Employees Benefit System (GMEBS)



In accordance with the Participation Agreement between GMEBS Life and Health Services and the Participating Employer named below ("Employer"), the individual named below is the Employer's primary designated contact for receipt of information necessary for proper enrollment of eligible employees and their eligible dependents.

- As stated in the HIPAA Information Privacy Notice, Georgia Municipal Association (GMA) may only send this information to the designated contact below (or to the alternate contacts designated by this individual) for billing and/or enrollment purposes.
- GMA may require periodic affirmation that the designation is still valid.
- GMA may choose to send certain information only to the Primary Contact and not to his or her alternate contacts.
- GMA will send a copy of this completed form to the representative of the Participating Employer who signed the Declaration Page.

ALL FIELDS ARE REQUIRED

PARTICIPATING EMPLOYER: _____

PARTICIPATING EMPLOYER MAILING ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT JOB TITLE: _____

PRIMARY CONTACT WORK EMAIL: _____

PRIMARY CONTACT WORK PHONE: _____ Ext. _____

SPECIFIED ROLES

(OPTIONAL - select **one**)

- Communications Contact**
"I should receive all written communications regarding important Life & Health updates and notices."
- Billing Contact**
(must be employee of Participating Employer)
"I should receive all invoices, premium detail reports, and notifications regarding billing."

AFFIRMATIONS OF PRIMARY CONTACT:

- ✓ "I am currently employed by the Participating Employer named above and have been designated by the Participating Employer as the Primary Contact to send and receive information necessary for enrolling eligible employees and their eligible dependents and making changes to such enrollments."
- ✓ "I will properly secure the enrollment information and use it only for permissible purposes."
- ✓ "I will comply with the terms and conditions of the Participating Employer Portal."
- ✓ "I will notify GMA immediately by calling 678-651-1039 and emailing lifandhealthadministration@gacities.com if I am no longer authorized to receive this information."
- ✓ "I will maintain a copy of this completed, signed form and completed, signed Alternate Contact Designation forms for any alternate contacts I designate."
- ✓ "I will notify GMA immediately if a designated alternate contact is no longer authorized to receive this information."
- ✓ "I understand that providing inaccurate information or statements on this form may violate federal and state law."

PRIMARY CONTACT SIGNATURE

DATE

SUPERVISOR ATTESTATION (Signature of Supervisor, City Manager, or Mayor)

DATE

SUPERVISOR NAME

SUPERVISOR JOB TITLE

Alternate Contact Designation Form

Life & Health Insurance Services

Georgia Municipal Employees Benefit System (GMEBS)



The Primary Contact for the GMEBS Life and Health Program for the Participating Employer below has authorized the individual below to serve as an alternate contact.

— **ALL FIELDS ARE REQUIRED** —

PARTICIPATING EMPLOYER NAME: _____

PARTICIPATING EMPLOYER MAILING ADDRESS: _____

ALTERNATE CONTACT NAME: _____

ALTERNATE CONTACT JOB TITLE: _____

ALTERNATE CONTACT WORK EMAIL: _____

ALTERNATE CONTACT WORK PHONE: _____ Ext. _____

SPECIFIED ROLES (OPTIONAL - select one)

- Communications Contact**
"I should receive all written communications regarding important Life & Health updates and notices."

- Billing Contact**
(must be employee of Participating Employer)
"I should receive all invoices, premium detail reports, and notifications regarding billing."

AFFIRMATIONS OF ALTERNATE CONTACT:

- ✓ "I am currently employed by the Participating Employer named above, or I am employed by a company that has a current contract with the Participating Employer named above and have been authorized through my employment or through the contract to send and receive information necessary for enrolling eligible employees and their eligible dependents and making changes to such enrollments.
- ✓ "I will properly secure the enrollment information and use it only for permissible purposes."
- ✓ "I will comply with the terms and conditions of the Participant Employer Portal."
- ✓ "I will notify the Primary Contact below if I am no longer authorized to receive this information, so the Primary Contact may immediately terminate my access."
- ✓ "If the Primary Contact is not available to terminate my access when I am no longer authorized, I will immediately contact Georgia Municipal Association, the Program Administrator, by calling 678-651-1059 and emailing lifeandhealthadministration@gacities.com to request termination of Alternate Contact access."
- ✓ "I understand that providing inaccurate information or statements on this form may violate federal and state law."

ALTERNATE CONTACT SIGNATURE

DATE

ATTESTATION (Signature of Primary Contact)

DATE

PRIMARY CONTACT NAME