

ADOPTION AGREEMENT FOR
NATIONWIDE GOVERNMENTAL
401(A) PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER AND TIN

Name: Jacksonville Police and Fire

Address: 1 West Adams Street
Street

Jacksonville City Florida State 32202 Zip

Telephone: (904) 255-7373

Taxpayer Identification Number (TIN): _____

2. TYPE OF GOVERNMENTAL ENTITY

CAUTION: The Plan may only be adopted by State and local governments and agencies and may not be adopted by 501(c) tax-exempt organizations, federal governmental agencies, Native American tribes or private sector employers.

- a. State government or state agency
- b. County or county agency
- c. Municipality or municipal agency
- d. Other, please specify: Independent Agency (e.g., an eligible water district)

3. EMPLOYER'S FISCAL YEAR means the 12 consecutive month period:

a. Beginning on January 1 (e.g., January 1st)
month day

and ending on December 31
month day

b. Other: _____

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 11.)

4. PLAN NAME:

Jacksonville Police and Fire Pension Fund

5. EFFECTIVE DATE

- a. This is a new Plan effective as of January 1, 2015 (hereinafter called the "Effective Date").
- b. This is an amendment and restatement of a plan which was originally effective _____. The effective date of this amendment and restatement is _____ (hereinafter called the "Effective Date").
- c. FOR EGTRRA RESTATEMENTS: This is an amendment and restatement to bring a plan into compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and other legislative and regulatory changes. The Plan's original effective date was _____. Except as specifically provided in the Plan, the effective date of this amendment and restatement is _____ (hereinafter called the "Effective Date"). (May enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.)

6. PLAN YEAR means the 12 consecutive month period:

Beginning on January 1 (e.g., January 1st)
 month day

and ending on December 31
 month day

EXCEPT that there will be a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 16.):

a. N/A

b. beginning on _____ (e.g., July 1, 2007)
 month day, year

and ending on _____
 month day, year

7. VALUATION DATE means:

- a. Every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
- b. The last day of each Plan Year.
- c. The last day of each Plan Year half (semi-annual).
- d. The last day of each Plan Year quarter.
- e. Other (specify day or days): _____ (must be at least once each Plan Year).

8. PLAN NUMBER assigned by the Employer

a. 001

b. 002

c. Other: _____

9. TRUSTEE(S) OR INSURER(S):

a. This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) _____ (2) _____ (if more than 2, add names to signature page).

b. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)

John Keane

Executive Director

Address and Telephone number:

1. Use Employer address and telephone number.

2. Use address and telephone number below:

Address:

_____ Street

_____ City _____ State _____ Zip

Telephone: _____

c. Corporate Trustee

Name: _____

Address: _____

_____ Street

_____ City _____ State _____ Zip

Telephone: _____

AND, the Trustee shall serve as:

d. a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

e. a Discretionary Trustee over all Plan assets except for the following:

10. PLAN ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER:

(If none is named, the Employer will be the Plan Administrator.)

a. Employer (Use Employer address and telephone number).

b. Use name, address and telephone number below:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

11. CONSTRUCTION OF PLAN

This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or, in the case of a corporate Trustee (or Insurer), such Trustee's (or Insurer's)) principal place of business is located unless another state or commonwealth is specified: Florida

12. CONTRIBUTION TYPES

The following contributions are authorized under this Plan. The selections made below should correspond with the selections made under the Contributions and Allocations section of this Adoption Agreement.

a. Employer Contributions.

1. The Contribution will be made each Plan Year and the Plan will be a Money Purchase Plan.

2. The Contribution will be discretionary each Plan Year and the Plan will be a Profit Sharing Plan.

b. Matching Contributions.

c. Rollover Contributions.

d. Employee Contributions (The Plan will treat as pick-up contributions under Code §414(h)(2)).

e. Employee After-Tax Contributions.

f. This Plan qualifies as a Social Security Replacement Plan.

g. This is a frozen Plan effective: _____.

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.21) means all Employees (including Leased Employees) EXCEPT for the following Employees: (select all that apply below)

a. N/A. No exclusions.

b. The following are excluded:

1. Union Employees (as defined in Plan Section 1.21)

2. Non-Resident Aliens without any United States source income, as described in Code §410(b)(3)(C).

3. Leased Employees.

4. Part-time/Temporary/Seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled Service is less than _____ Hours of Service in the relevant eligibility computation period.

5. Other: _____ (must be definitely determinable)

14. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (select either a. OR b. and c.):

a. No age or service required.

b. Completion of the following service requirement which is based on Years of Service:

1. No service requirement

2. 6 months of service

3. 1 Year of Service

4. 2 Years of Service

5. _____ Hours of Service within _____ consecutive months from the Eligible Employee's employment commencement date.

6. _____ consecutive months of employment from the Eligible Employee's employment commencement date.
7. Other: _____
- c. Attainment of age:
1. No age requirement
 2. 20 1/2
 3. 21
 4. Other: _____ (may not exceed 21)

15. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. the date such requirements are met.
- b. the first day of the month coinciding with or next following the date on which such requirements are met.
- c. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
- d. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.
- e. the first day of the Plan Year coinciding with or next following the date on which such requirements are met.
- f. the first day of the Plan Year in which such requirements are met.
- g. the first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____

SERVICE

16. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.57)

- a. No service with other Employers shall be recognized.

OR, service with the designated employers and purposes is recognized as follows (attach an addendum to the Adoption Agreement if more than 3 employers):

	Eligibility	Vesting	Contribution Allocation
b. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Limitations: _____ (e.g., credit service with X only on/following 1/1/07 or credit all service with entities the Employer acquires after 12/31/06).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If the other Employer(s) maintained this qualified Plan, then Years of Service with such Employer(s) must be recognized pursuant to Plan Section 1.57 regardless of any selections above.

VESTING

17. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))

- a. N/A. No Employer contributions are subject to a vesting schedule (skip to Question 19).
- b. 100% for those Participants employed on _____ (enter date). For those Participants hired after such date, the vesting provisions selected below apply:
- c. The vesting provisions selected below apply.

Vesting for Employer Contributions.

- d. 100% vesting. Participants are 100% vested in Employer contributions upon entering Plan
- e. The following vesting schedule, based on a Participant's Years of Service, applies to Employer contributions:
 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 5. 7 Year Graded: 0-2 years-0%; 3 years-20%; 4 years-40%; 5 years-60%; 6 years-80%; 7 years-100%
 6. 5 Year Cliff: 0-4 years-0%; 5 years-100%

7. Other:

Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

18. ADDITIONAL VESTING LIMITATIONS

Regardless of the vesting schedule, Participants shall become fully Vested upon (select a. or all that apply of b. and c.):

- a. N/A. Apply contributions to the Plan are fully Vested.
- b. Death.
- c. Total and Permanent Disability.

AND, unless otherwise elected below, a Year of Service for vesting purposes means a Plan Year during which an Employee has completed at least 1,000 Hours of Service

- d. instead of 1,000 Hours of Service, a Year of Service for vesting purposes will be based on _____ Hours of Service
- e. the Elapsed Time Method (Period of Service applies instead of Year of Service) will be used for vesting purposes

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.37) means the:

- a. date of a Participant's 55 birthday.
- b. later of a Participant's _____ birthday or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c. other: _____.

NORMAL RETIREMENT DATE (Plan Section 1.38) shall commence:

- d. Participant's NRA.

OR (select one)

- e. first day of the month coinciding with or next following the Participant's NRA.
- f. first day of the month nearest the Participant's NRA.
- g. Anniversary Date coinciding with or next following the Participant's NRA.
- h. Anniversary Date nearest the Participant's NRA.

20. EARLY RETIREMENT DATE (select one of a. or b.)

- a. **Not applicable.** The Plan does not provide for an Early Retirement Age.

b. Early Retirement Date means the:

- 1. date on which a Participant satisfies the Early Retirement requirements.
- 2. first day of the month coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.
- 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.

AND, the Early Retirement requirements are the date (select one or more of the following):

- 4. Participant attains age _____.

AND/OR, completes.... (leave blank if not applicable)

- 5. at least _____ Years (or Periods) of Service
 - 1. Years (or Periods) of Service for vesting purposes.
 - 2. Years of Service for eligibility purposes.

AND, a Participant who attains his or her Early Retirement Date shall?

- 6. be 100% vested upon attainment of his or her Early Retirement Date.
- 7. be subject to the vesting schedule at 17.

COMPENSATION

21. COMPENSATION (Plan Section 1.11) with respect to any Participant means:

- a. Wages, tips and other compensation on Form W-2.
- b. Section 3401(a) wages (wages for withholding purposes).
- c. 415 safe harbor compensation.

COMPENSATION shall be based on the following determination period:

- d. the Plan Year.
 e. the Fiscal Year coinciding with or ending within the Plan Year.
 f. the calendar year coinciding with or ending within the Plan Year.

NOTE: The Limitation Year for Code Section 415 purposes shall be the same as the determination period for Compensation unless an alternative period is specified: _____ (must be a consecutive twelve month period).

ADJUSTMENTS TO COMPENSATION

- g. N/A. No adjustments.
 h. Compensation shall be adjusted by: (select all that apply)
1. including compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan)
 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits
 3. excluding Compensation paid during the determination period while not a Participant in the Plan
 4. excluding overtime
 5. excluding bonuses
 6. excluding commissions
 7. other: _____

(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

CONTRIBUTIONS AND ALLOCATIONS

22. **FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION AND ALLOCATION (Plan Section 4.1) (Select all that apply)**
- a. ___% (not to exceed 25%) of each Participant's Compensation.
 - b. \$ _____ per Participant.
 - c. \$ _____ per Hour of Service worked while an Eligible Employee.
 - d. Discretionary contribution, to be determined by the Employer. ANY discretionary profit sharing contribution for a Plan Year will be allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
 - e. other: _____
 (e.g., describe the contribution, including any levels of contributions to groups of employees).
23. **REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER CONTRIBUTIONS AND FORFEITURES (select a. OR b. and all that apply of c. or d.)**
- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status at the end of the Plan Year. (skip to next Question.)
 - b. **Conditions for Participants NOT employed at the end of the Plan Year.**
 1. A Participant must complete more than _____ Hours of Service.
 2. A Participant must complete a Year of Service.
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: _____
 - c. **AND, Waiver of conditions for Participants NOT employed at the end of the Plan Year.** Participants who are not employed at the end of the Plan Year due to the following shall be eligible to share in the allocations regardless of the above conditions (select all that apply):
 1. Death.
 2. Total and Permanent Disability.
 3. Early or Normal Retirement.
 - d. **Conditions for Participants employed at the end of the Plan Year.**
 1. No service requirement.
 2. A Participant must complete a Year of Service.
 3. A Participant must complete at least _____ Hours of Service during the Plan Year.
24. **EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 11.1(a)(2))**
NOTE: Any reference to Elective Deferrals means Elective Deferrals under an eligible governmental 457 plan.
- A. **Matching Formula.**
- a. N/A. There will not be any Employer matching contributions.

- b. The Employer ... (select 1. or 2.)
1. may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.
 2. will make matching contributions equal to 100 % (e.g., 50) of the Participant's Elective Deferrals. AND, in determining the Employer matching contribution above, only Elective Deferrals up to the percentage or dollar amount specified below will be matched: (select 3. and/or 4. OR 5.)
 3. _____% of a Participant's Compensation.
 4. \$ the maximum deferral amount allowed by law.
 5. a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.
- c. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of each tier, to be determined by the Employer, of the Participant's Elective Deferrals.
- d. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Elective Deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

- B. **Matching Limit.** The Employer matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- e. N/A. No limit on the amount of matching contribution.
 - f. \$ maximum dollar amount allowed by law.
 - g. _____% of Compensation.
- C. **Period of Determination.** The matching contribution formula will be applied on the following basis (and any Compensation or dollar limitation used in determining the match will be based on the applicable period):
- h. the Plan Year.
 - i. each payroll period.
 - j. all payroll periods ending within each month.
 - k. all payroll periods ending with or within each Plan Year quarter.
 - l. N/A, the Plan only provides for discretionary matching contributions (i.e., b.1. or c. is selected above).
- NOTE:** For any discretionary match, the Employer shall determine the calculation methodology at the time the matching contribution formula is determined.

- D. **Allocation Conditions.** Select m. OR n. and all that apply of o. or p.
- m. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status at the end of the Plan Year. (skip to next Question.)
 - n. **Conditions for Participants NOT employed at the end of the Plan Year.**
 1. A Participant must complete a Year of Service.
 2. Participants will NOT share in the allocations, regardless of service.
 3. Participants will share in the allocations, regardless of service.
 4. Other: _____
 - o. **AND, Waiver of conditions for Participants NOT employed at the end of the Plan Year.** Participants who are not employed at the end of the Plan Year due to the following shall be eligible to share in the allocations regardless of the above conditions (select all that apply):
 1. Death.
 2. Total and Permanent Disability.
 3. Early or Normal Retirement.
 - p. **Conditions for Participants employed at the end of the Plan Year.**
 1. No service requirement.
 2. A Participant must complete a Year of Service.
 3. A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.

25. **FORFEITURES** (Plan Sections 1.27 and 4.3(e))

A. **Timing of Forfeiture.**

The Forfeiture will be disposed of in:

- a. N/A. (May only be selected if all contributions are fully Vested; skip to Question 27.).
- b. The Plan Year in which the Forfeiture occurs.
- c. The Plan Year following the Plan Year in which the Forfeiture occurs.

B. **Plan Expenses.** May Forfeitures first be used to pay any administrative expenses?d. Yes.e. No.C. **Use of Forfeitures.**

Forfeitures will be:

f. added to the Employer contribution and allocated in the same manner.g. used to reduce any Employer contribution.h. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year.i. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures, and who have an account balance at the end of the Plan Year (determined after the allocation of Employer contributions), in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year.j. other: _____.

Forfeitures of Employer matching contributions will be:

k. N/A. Same as above or no Employer matching contributions.l. used to reduce the Employer matching contribution.m. added to any Employer matching contribution and allocated as an additional matching contribution.n. used to reduce any Employer contribution.o. other: _____.26. **ALLOCATION OF EARNINGS (Plan Section 4.3(c))**

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

a. N/A. All assets in the Plan are subject to Participant investment direction.b. by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date.c. by treating one-half of all such contributions as being a part of the Participant's nonsegregated account balance as of the previous Valuation Date.d. by using the method specified in Plan Section 4.3(c) (balance forward method).e. other: _____.27. **PARTICIPATING EMPLOYEES' MANDATORY EMPLOYEE CONTRIBUTIONS**a. No mandatory employee contributions.b. An Eligible Employee shall, subsequent to his Entry Date, contribute 8 % his Compensation to the Plan; orc. An eligible Employee shall prior to his first Entry Date, make a one-time irrevocable election to contribute a percentage of Compensation to the Plan equal to a percentage from _____% to _____% (not to exceed 25%).**NOTE:** The Mandatory Contribution shall be considered "picked up" by the Employer under Code Section 414(h)(2). All Eligible Employees are required to make a Mandatory Contribution as a condition of employment.28. **EMPLOYEE AFTER-TAX CONTRIBUTIONS**

This Plan provides for:

a. No Employee After-Tax Contributions.b. Employee After-Tax Contributions, subject to the following limitations, if any: _____.**DISTRIBUTIONS**29. **FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)**

Distributions under the Plan may be made in (select all that apply)

a. Lump-sums.b. Substantially equal installments.c. Partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum).d. Partial withdrawals or installments are only permitted for required minimum distributions under Code Section 401(a)(9).e. Annuity (The distribution form will specify the available annuity options).**AND**, distributions may be made in:f. Cash only.g. Cash only (except for insurance contracts, annuity contracts or Participant loans).h. Cash or property, except that the following limitation(s) apply: _____ (leave blank if there are no limitations on property distributions).

30. **CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.** Distributions upon termination of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
- Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following termination of employment.
 - Distributions may be made as soon as administratively feasible following termination of employment.
 - Other: _____.
31. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**
Distributions upon the death of a Participant prior to receiving any benefits shall:
- be made pursuant to the election of the Participant or Beneficiary.
 - begin within 1 year of death for a designated Beneficiary and be payable over the life (or over a period not exceeding the life expectancy) of such Beneficiary, except that if the Beneficiary is the Participant's spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2.
 - be made within 5 (or if lesser _____) years of death for all Beneficiaries.
 - be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the Beneficiary is the Participant's spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the life expectancy) of such surviving spouse.
32. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**
- In-service distributions are NOT permitted.
 - In-service distributions may be made to a Participant who has reached _____ (insert "normal retirement age" but not earlier than age 62 for a money purchase plan or age 59 1/2 for a profit sharing plan) but has not separated from service.
- AND, in-service distributions are permitted from the following Participant Accounts:**
- All Accounts.
 - Only from the following Accounts (select all that apply):
 - Account attributable to Employer contributions.
 - Rollover Account.
 - Transfer Account.
 - Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).
- AND, the following limitations apply to in-service distributions**
- N/A. No additional limitations.
 - Additional limitations (select all that apply):
 - The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - Distributions may only be made from accounts which are fully Vested.
 - In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
33. **HARDSHIP DISTRIBUTIONS (Plan Section 11.4)**
(May only be selected if this Plan is a Profit Sharing Plan.)
- Hardship distributions are NOT permitted.
 - Hardship distributions are permitted.

MISCELLANEOUS

34. **LOANS TO PARTICIPANTS (Plan Section 7.6)**
- Loans are NOT permitted.
 - Loans are permitted.
35. **DIRECTED INVESTMENTS (Plan Section 4.10)**
- Participant directed investments are NOT permitted.
 - Participant directed investments are permitted for:
 - All Accounts.
 - The following Participant Accounts (select all that apply):
 - Account attributable to Employer contributions.
 - Rollover Account.
 - Transfer Account.
 - Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).
36. **ROLLOVERS (Plan Section 4.6)**
- Rollovers will NOT be accepted by this Plan.
 - Rollovers will be accepted by this Plan, subject to approval by the Administrator.

AND, if b. is selected, rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply):

1. Eligible Employees who are not Participants.
2. Participants who are Former Employees.

AND, distributions from a Participant's Rollover Account may be made:

3. at any time.
4. only when the Participant is otherwise entitled to a distribution under the Plan.

EGTRRA TRANSITION RULES

The following questions only apply if this is an EGTRRA restatement (i.e., Question 5.c. is selected). If this is not an EGTRRA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

37. MINIMUM DISTRIBUTIONS.

The Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year unless otherwise selected below (leave blank if not applicable):

- a. Apply the 2001 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- b. Apply the 1987 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- c. Other: _____ (specify the date the Final and Temporary Regulations were first applied; e.g., the Final and Temporary Regulations only apply to distributions for the 2002 distribution calendar year that are made on or after a specified date *within* 2002 or the Plan's initial Effective Date if later).

Required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and the 1987 Proposed Regulations, unless selected below:

- d. Required minimum distributions for 2001 were made pursuant to the proposed Regulations under Code Section 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations").

PLEASE CAREFULLY READ

This Adoption Agreement may be used only in conjunction with the Nationwide Governmental Plan. This Adoption Agreement and the basic Plan document shall together be known as the Nationwide Governmental 401(a) Plan.

The adoption of this Plan, the qualification of the Plan and Trust under Code Sections 401(a) and 501(a), respectively, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

This Adoption Agreement and the accompanying Plan document may not be used unless an authorized representative of Nationwide Retirement Solutions has acknowledged the use of the Plan. Such acknowledgement is for ministerial purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of Nationwide Retirement Solutions or constitutes a qualified defined contribution plan.

By: _____

With regard to any questions regarding the provisions of this Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative).

Name: Nationwide Retirement Solutions

Address: P.O. Box 182797

Columbus, OH 43218

Telephone: 877-496-1630

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: Jacksonville Police and Fire

By: *John Keane*

2-20-15

DATE SIGNED

TRUSTEE (OR INSURER):

[] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR

John Keane

John Keane

TRUSTEE OR INSURER

2-20-15

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. **Special effective dates.** The following special effective dates apply: (Select a. or all that apply at b. - d.)

a. N/A. No special effective dates selected below.

b. **Employer Contributions.** The Employer Contribution provisions under Questions 22. - 24. are effective:

c. **Distribution elections.** The distribution elections under Questions ____ (Choose 29. - 32. as applicable) are effective:

d. **Other special effective date(s):** _____

For periods prior to the above-specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

**APPENDIX B
ADMINISTRATIVE ELECTIONS**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this section without a formal Plan amendment. In addition, modifications to this Appendix B will not affect an Employer's reliance on an IRS advisory letter or determination letter.

A. Loan Limitations. Note: the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a. N/A. No loan limitations selected below.
- b. Limitations (select all that apply):
1. Loans will be treated as Participant directed investments.
 2. Loans will only be made for hardship or financial necessity (as defined in the loan program).
 3. The minimum loan will be \$_____ (may not exceed \$1,000).
 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. Loans are repaid by (if left blank, then payroll deduction applies):
 - a. payroll deduction
 - b. ACH (Automated Clearing House)
 - c. check
 7. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account attributable to Employer contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code Section 72(p) and the adequate security requirement of the DOL Regulations will be applied:

- e. by determining the limits by only considering the restricted accounts.
- f. by determining the limits taking into account a Participant's entire interest in the Plan.

B. Life Insurance. (Plan Section 7.5)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased..
1. at the option of the Administrator.
 2. at the option of the Participant.

AND, the purchase of initial or additional life insurance will be subject to the following limitations:

3. N/A. No limitations.
4. Limitations (select all that apply):
- a. Each initial Contract will have a minimum face amount of \$_____.
 - b. Each additional Contract will have a minimum face amount of \$_____.
 - c. The Participant has completed _____ Years (or Periods) of Service.
 - d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. The Participant is under age _____ on the Contract issue date.
 - f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan feature?

- a. No.
- b. Yes.

D. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers of distributions from the sources specified below?

- a. No.
- b. Yes.

AND, indicate the sources of rollovers that will be accepted (select all that apply)

1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from: (Check each that applies or none.)
- a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions.

- b. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions.
 - c. a plan described in Code Section 403(a) (an annuity plan), excluding after-tax employee contributions.
 - d. a plan described in Code Section 403(a) (an annuity plan), including after-tax employee contributions.
 - e. a plan described in Code Section 403(b) (a tax-sheltered annuity), excluding after-tax employee contributions.
 - f. a plan described in Code Section 403(b) (a tax-sheltered annuity), including after-tax employee contributions.
 - g. a plan described in Code Section 457(b) (eligible deferred compensation plan).
2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution: (Check each that applies or none.)
- a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).
 - b. a plan described in Code Section 403(a) (an annuity plan).
 - c. a plan described in Code Section 403(b) (a tax-sheltered annuity).
 - d. a plan described in Code Section 457(b) (eligible deferred compensation plan).
3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.