



---

March 27, 2012

**CITY OF MORROW, GEORGIA**  
**Regular Meeting**

7:30 pm

---

**CALL TO ORDER:** Mayor Burke  
**PLEDGE OF ALLEGIANCE:** All  
**INVOCATION:** Mayor Burke

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

To add or remove items from the Agenda:

3. **CONSENT AGENDA:**

1. Approval of the March 13, 2012 Regular and Work Session Minutes.

4. **SWEARING IN OF POLICE CHIEF CHRIS LEIGHTY**

1. Swearing in to be performed by Mayor JB Burke.
2. Introduction of Chief Chris Leighty by Mayor JB Burke.
3. Acceptance speech by Chief Chris Leighty.

5. **REPORTS AND PRESENTATIONS:**

1. Financial Update (*Presented by Dan Defnall*)

6. **FIRST PRESENTATION:** None at this time

7. **OLD BUSINESS:** None at this time

8. **NEW BUSINESS:**

*(Agenda Item 12-03-319)*

1. Approval of a Resolution authorizing the City of Morrow to collaborate with the Atlanta Regional Commission to implement the “Lifelong Community” Initiative in the City of Morrow, Ga; To authorize the Mayor and Council and the Director of Planning and Economic Development to perform all acts necessary to accomplish the intent of this Resolution; and to provide an effective date of this Resolution; and for other purposes.  
*(Presented by Michael McLaughlin, Planning + Economic Development Director)*

*(Agenda Item12-03-320)*

2. Approval of a Resolution for the City of Morrow to submit the 457(b) Restated Adoption Agreement and Master Plan Documents to the Georgia Municipal Association's 457(b) Deferred Compensation Plan; and for other purposes.  
*(Presented by Dan Defnall, Finance Officer)*

*(Agenda Item12-03-321)*

3. Approval of a Professional Contract between the City of Morrow and James J. Augustine, M.D. for Medical Director Services to be effective April 1, 2012 through March 31, 2013. *(Presented by Mark Herendeen, Morrow Fire Chief)*

9. **GENERAL COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

10. **ADJOURNMENT:**

**A RESOLUTION AUTHORIZING THE CITY OF MORROW TO COLLABORATE WITH THE ATLANTA REGIONAL COMMISSION TO IMPLEMENT THE “LIFELONG COMMUNITY” INITIATIVE IN THE CITY OF MORROW, GA; TO AUTHORIZE THE MAYOR AND COUNCIL AND THE DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.**

**WHEREAS:** “Lifelong Community” is an initiative developed by Atlanta Regional Commission (“ARC”) that is designed to develop communities that better serve older adults to allow them to age comfortably in their current surroundings by providing quality healthcare, an efficient transportation system, community based activities and businesses which are located in close proximity to where older adults reside (the “Initiative”); and;

**WHEREAS:** ARC desires to collaborate with the City of Morrow, and the City of Morrow, through its Planning and Economic Development Department, desires to collaborate with ARC to implement the Initiative in the City of Morrow, Georgia; and

**WHEREAS:** the adult population, aged 55 years of age and older is expected to increase 107% by the year 2030, and 55% of the residents surveyed think that the City of Morrow and Clayton County is an excellent to very good place to retire; and

**WHEREAS:** through the Initiative, ARC assessed that the growth in the older adult population offers neighborhoods, communities and cities in the region the opportunity to address long standing challenges and to re-envision the way we live together; and

**WHEREAS:** in the adult population, aged 55 years of age and older, the average years in their current home is 18.74 years and 64% will remain in their current house as long as possible and 52%, if they choose to move, would move within the region; and

**WHEREAS:** access to basic and preventive health care and opportunities to engage in regular physical activity are essential to healthy living and aging; and

**WHEREAS:** the older population in the City of Morrow requires mobility options to ensure that they can access basic services and remain independent as they age; and

**WHEREAS:** older adults, and their caregivers, must be educated and empowered to make the best choices and access the resources they and their families need; and

**WHEREAS:** “lifelong communities” provide a full range of options to senior residents, ensuring a high quality of life by providing places where they can live throughout their lifetimes; and

**WHEREAS:** it appears to be in the best interest of the citizens of the City of Morrow, and the City of Morrow will best be served by collaborating with ARC for the purpose above-mentioned.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW:**

Section 1: The Mayor and Council hereby authorize its Planning and Economic Development Department to collaborate with Atlanta Regional Commission to implement the “Lifelong Community Initiative” in the City of Morrow, Georgia.

Section 2: The Mayor and Council authorize the Director of the Planning and Economic Development Department to perform all acts necessary to accomplish the intent of this Resolution.

Section 3: This Resolution shall become effective upon its approval by the Mayor and Council of the City of Morrow, Georgia.

**SO RESOLVED** this 27<sup>th</sup> day of March, 2012.

---

JB Burke, Mayor

Attest:

---

Evyonne Browning, City Clerk  
(Seal)

Request Mayor and Council Approval of the Resolution and Adoption Agreement for the City of Morrow  
457(b) Restated Adoption Agreement and Master Plan Documents to the Georgia Municipal Association  
457(b) Deferred Compensation Plan

Notes from Staff:

The GMA 457(b) Deferred Compensation is offered by the City of Morrow to our employees to allow them to participate in a deferred compensation plan whereby the employees can voluntarily contribute a portion of their earnings to a tax deferred compensation plan for retirement. The plan documents have been updated by GMA to incorporate the relevant provisions of the Economic Growth and Tax Relief and Reconciliation Act of 2001 ("EGTRRA"). As a result of the EGTRRA changes, each employer is required to sign an updated 457(b) adoption agreement.

A summary of the changes is included in the attached packet of information and documents.

**RESOLUTION  
CITY OF MORROW**

WHEREAS, the           City           of   Morrow  , Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Deferred Compensation Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the           Mayor and City Council           ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
  - (i) A resolution must be adopted terminating its participation in the Plan.
  - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, 2012, in accordance with applicable law.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_, Mayor  
Name and Title

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]**

**[Please note: The GMA 457(b) Deferred Compensation Plan cannot accept rollovers from 401(a) plans, 401(k) plans, 403 plans, or traditional IRA's. If an Employer wishes to accept employee rollover contributions from 401(a) plans, 401(k) plans, 403 plans, and traditional IRAs, the Employer may adopt the GMA 401(a) Defined Contribution Plan to receive these rollovers. The Employer can execute a short form GMA 401(a) Plan Resolution and Adoption Agreement solely for purpose of receiving such rollovers. Please contact GMA if the Employer is interested in setting up such a 401(a) Plan.]**

**SUMMARY OF CHANGES  
TO THE RESTATED  
GEORGIA MUNICIPAL ASSOCIATION  
457(b) DEFERRED COMPENSATION PLAN**

**I. GENERAL OVERVIEW**

The Georgia Municipal Association 457(b) Deferred Compensation Plan ("457(b) Master Plan") incorporates the relevant provisions of the Economic Growth Tax Relief and Reconciliation Act of 2001 ("EGTRRA"). The IRS does not issue favorable advisory letters for such plans. As a result of the EGTRRA changes, each Employer is required to sign an updated 457(b) Adoption Agreement.

**II. SUMMARY OF CHANGES TO THE MASTER PLANS DOCUMENTS**

The following summarizes the changes in the restated 457(b) Master Plan:

- ❖ Incorporates previous amendments to the Master Plan documents.
- ❖ Permits the use of separate accounts for rollover contributions and transfers.
- ❖ Includes certain post-severance compensation, accrued before a participant's severance from employment but paid after the participant's severance from employment, for annual 415 limitation testing purposes.
- ❖ Allows direct rollovers to a Roth IRA.
- ❖ Permits direct rollovers to an inherited IRA for non-spouse beneficiaries.
- ❖ Extends the distribution rollover notice period requirements from 90 days to 180 days.
- ❖ Adds certain death benefit and reemployment rights for individuals serving in the military.
- ❖ Allows distributions in the case of an unforeseeable emergency of a participant's designated primary beneficiary.

**III. SUMMARY OF CHANGES TO THE ADOPTION AGREEMENTS**

The following summarizes the changes in the restated 457(b) Adoption Agreement:

- ❖ The restated 457(b) Adoption Agreement allow certain post-severance compensation to be included for determining contributions and deferrals.

As has been the case in the past, all amendments must be approved by the GMA Board of Trustees prior to implementation.



**President**  
Ken Steele  
Mayor, Fayetteville

**First Vice President**  
Billy Trapnell  
Mayor, Metter

**Second Vice President**  
John Reid  
Mayor, Eatonton

**Third Vice President**  
Beth English  
Councilmember, Vienna

**Immediate Past President**  
Bill Floyd  
Mayor, Decatur

**Executive Director**  
Jim E. Higdon

February 28, 2012

**MEMORANDUM VIA E-MAIL**  
(rzebe@cityofmorrow.com)

**TO:** City of Morrow c/o Ms. Rebecca Zebe

**FROM:** Angela Nixon  
Legal Counsel, GMA DC-DC Program

**SUBJECT:** The Georgia Municipal Association 457(b) Deferred  
Compensation Plan – Updates for EGTRRA

---

The Georgia Municipal Association ("GMA") recently restated The Georgia Municipal Association 457(b) Deferred Compensation Plan ("457(b) Master Plan") to incorporate Amendments 1 and 2, and to reflect changes in the law under the Pension Protection Act of 2006; Heart Earnings Assistance and Relief Tax Act of 2008; Worker, Retiree, and Employer Recovery Act of 2008; and, model language promulgated by the Internal Revenue Service.

Each employer who wishes to continue using the GMA 457(b) Master Plan to provide retirement benefits for eligible employees must adopt the restated plan. We have attached a restated 457(b) Adoption Agreement that reflects the current elective provisions of your 457(b) plan. To continue using the GMA Master Plan, you will need to take the following steps:

**Step 1:** Review the enclosed **blue** package called, "Instructions for 457(b) Adoption Agreement and Master Plan," and follow instructions to complete restated 457(b) Adoption Agreement. Please see in particular the instructions regarding the treatment of post-severance compensation.

**Step 2:** After you have completed the 457(b) Adoption Agreement, please have the appropriate designated representatives **sign and date both copies of the 457(b) Adoption Agreement. Return all executed documents** in the enclosed self-addressed envelope at the following address by **April 20, 2012:**

Regina Shirley  
GMA Legal Secretary  
P.O. Box 105377  
Atlanta, GA 30348

GMA will then countersign both Adoption Agreements, keep one fully-executed Adoption Agreement for its files, and return the other fully-executed Adoption Agreement to you for your files. A copy of the restated 457(b) Master Plan is also included in this mailing. **You should keep the plan document as part of the permanent records for your deferred compensation plan.**

We would be happy to answer any questions you may have regarding the above. Please contact Libby Moran, a paralegal working for Ice Miller, at (317) 236-5869 or [elizabeth.moran@icemiller.com](mailto:elizabeth.moran@icemiller.com). I can be reached at (678) 686-6236 or [anixon@gmanet.com](mailto:anixon@gmanet.com).

**INSTRUCTIONS FOR  
CITY OF MORROW  
457(b) ADOPTION AGREEMENT AND MASTER PLAN**

**Step 1. 457(b) Adoption Agreement**

- A. Does the Employer elect to INCLUDE ANY post-severance compensation in calculating 457(b) deferrals that are based on a percentage of compensation?** Please check the "NO" or "YES" box below and follow the instructions under the checked box.

Note: Post-severance compensation means ANY AND ALL compensation EARNED BEFORE an employee's severance of employment, but PAID AFTER the date of the employee's severance of employment.

Your election below ("NO" or "YES") should reflect how the Employer intends to treat post-severance payments from July 1, 2011 forward. If you wish to make a different election with respect to future post-severance payments, please contact Elizabeth (Libby) Moran at [elizabeth.moran@icemiller.com](mailto:elizabeth.moran@icemiller.com) or call her at 317-236-5869.

- NO** – if you DO NOT INCLUDE ANY post-severance compensation in calculating 457(b) deferrals:

Check the first box under "COMPENSATION" on page AA-4 of the 457(b) Adoption Agreement.

Go to next question under "B" below.

- YES** – if you INCLUDE ANY post-severance compensation in calculating 457(b) deferrals:

Check the second box under "COMPENSATION" on page AA-4 of the 457(b) Adoption Agreement and check applicable boxes under the second box to indicate what types of post-severance payments the Employer elects to count as compensation.

Go to next question under "B" below.

- B. Is the rest of the Adoption Agreement correct?**

- YES** – if you checked YES:

Have the appropriate designated representatives sign and date 2 copies of the 457(b) Adoption Agreement.

Return both original signed 457(b) Adoption Agreements in the enclosed self-addressed envelope at the following address by April 20, 2012:

Regina Shirley  
GMA Legal Secretary  
P.O. Box 105377  
Atlanta, GA 30303-3606

**INSTRUCTIONS FOR  
CITY OF MORROW  
457(b) ADOPTION AGREEMENT AND MASTER PLAN**

GMA will then countersign both 457(b) Adoption Agreements, keep one fully-executed original Adoption Agreement for its files, and return the other fully-executed Adoption Agreement to you for your files.

**NO** – if you checked NO:

Please contact Elizabeth (Libby) Moran to have corrections made to Adoption Agreement. Libby can be reached at [elizabeth.moran@icemiller.com](mailto:elizabeth.moran@icemiller.com) or call her at 317-236-5869.

**Step 2. Master Plan Document**

Store the Georgia Municipal Association 457(b) Deferred Contribution Plan Master Plan Document Amended and Restated As of January 1, 2009 with other important plan records.

If you have questions about these instructions, please contact Regina or Libby. Regina can be reached at (678) 686-6258 and Libby can be reached at (317) 236-5869.

**THE GEORGIA MUNICIPAL ASSOCIATION  
457(b) DEFERRED COMPENSATION PLAN**

**RESOLUTION AND  
ADOPTION AGREEMENT**

**City of Morrow  
[Participating Employer]**

**Administered by:  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 678-686-6289**

# GMA 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

## ADMINISTRATOR

Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 678-686-6289

## PARTICIPATING EMPLOYER

Name: City of Morrow, Georgia

## GOVERNING AUTHORITY

Name: City of Morrow, Mayor and City Council

Address: 1500 Morrow Road, Morrow, GA 30260

Phone: (770) 961-4002

Facsimile: (770) 960-3002

E-mail: \_\_\_\_\_

Person Authorized to receive Official Notices from the Plan or GMA Personnel Director

## TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.
- This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.
- This is an amendment of the GMA 457(b) Adoption Agreement previously adopted by the Participating Employer (**please specify type below**):
- This is an amendment to change one or more of the Adopting Employer's contribution design elections in the Adoption Agreement.
- This is an amendment to add a new Department or a new class of Eligible Employees.

- This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- Other (please specify): Plan restatement

**DISCLOSURE OF OTHER 457(b) PLAN(S)**

The Participating Employer  does or  does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s) \_\_\_\_\_

Plan Provider(s) \_\_\_\_\_

**VERY IMPORTANT:** All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 6.1), the age 50 catch-up (Section 6.2), and the special 457 catch-up limit (Section 6.3)) (carefully review Article VI of the Master Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.24 and 6.3 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).
- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 6.7 of the Master Plan for these rules). (This means that

the Participating Employer will have to tell the [ADMINISTRATOR] if excess deferrals need to be distributed from this Plan.)

- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XVIII of the Master Plan for these rules).

### PLAN YEAR

Plan Year means the Employer's fiscal year, which begins on the following date: July 1  
(insert month and day, e.g., July 1).

### ELIGIBLE EMPLOYEES

Only Employees (including independent contractors specifically designated by the Employer below) as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan, this Adoption Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

- All Employees (includes elected or appointed members of the Governing Authority)
- All Employees with the exception of the following (**must specify**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Independent Contractors may participate in the Plan (**must specify**): \_\_\_\_\_  
Municipal Court Judge  
\_\_\_\_\_  
\_\_\_\_\_

Employers must assure that proper procedures are in place for independent contractors to participate in and make deferrals under the Plan.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee.

### PAYROLL PERIOD

The payroll period of the Participating Employer is:

- Weekly
- Bi-Weekly
- Other (must specify): \_\_\_\_\_
- Semi-Monthly
- Monthly

Deferrals for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Participation Agreement before the beginning of such month.

## COMPENSATION

**Compensation Paid After Severance From Employment** – Certain post-severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement " below).
  
- For purposes of calculating deferrals under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
  - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
  - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
  - post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
  - Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Authority by official action must adopt a new Adoption Agreement and forward it to the Trustees for approval. The new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

## TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

### EFFECTIVE DATE

The 457(b) Plan will be effective as follows (choose one):

- Original Adoption.** The 457(b) Plan will be effective \_\_\_\_\_, \_\_\_\_\_, with respect to contributions as approved by the Board of Trustees, below.
- Amendment and Restatement.** The amended and restated 457(b) Plan will be effective July 1, 2011, with respect to contributions as approved by the Board of Trustees, below. The 457(b) Plan was originally effective March 26, 2002.

### EXECUTION BY EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the Mayor and City Council.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

Date of Signature: \_\_\_\_\_

## TRUSTEES' APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan. Contributions shall first be remitted under this Adoption Agreement as follows:

- Within 15 business days after the Payroll Period ending \_\_\_\_\_, \_\_\_\_\_.
- Other (must specify) \_\_\_\_\_.
- In the case of an amendment, contributions continue on existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted \_\_\_\_\_.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
on behalf of the Board of Trustees

**AGREEMENT BETWEEN**

**CITY OF MORROW, GEORGIA AND JAMES J. AUGUSTINE, M.D.**

This Professional Services Contract (“Contract”), effective April 1<sup>st</sup>, 2012 (the “Effective Date”) is made by and between the City of Morrow, Georgia (“Morrow”) a Georgia municipality having an office at 1500 Morrow Road, Morrow, Georgia, 30260 and James J. Augustine, M.D. (“Contractor”), a Georgia resident.

Morrow desires to engage Contractor to provide medical director services (“Services”) as more fully described below, and Contractor is willing to provide such services to Morrow upon the terms and conditions herein contained.

In consideration of the foregoing, of the promises contained in this Contract and of other good and valuable consideration, Morrow and Contractor (each, a “Party” and collectively, the “Parties”) intending to be legally bound, agree as follows:

**ARTICLE 1. TERM OF AGREEMENT**

- 1.1 **Initial Term.** This Contract will begin on the Effective Date and expire on March 31<sup>st</sup>, 2013, unless otherwise terminated sooner in accordance with this Contract (the “Initial Term”). This contract shall automatically renew every 30 days following the aforementioned expiration date.
- 1.2 **Extension.** Morrow may extend the Initial Term of this Contract for an additional 12 months by written notice to Contractor within sixty (60) days of the expiration of the Term (“Extension”). The Extension period is subject to the terms and conditions of this Contract. The total duration of this Contract, including the exercise of any options under this clause, may not exceed five (5) years.

**ARTICLE 2. RESPONSIBILITIES OF CONTRACTOR**

- 2.1 **Duties.** Contractor shall perform the following duties:
  - 2.1.1 Serve as Medical Director to, and provide technical assistance for the City of Morrow Fire Department.
  - 2.1.2 Provide medical direction and assist with instruction for the support and training programs, and recertification for the following:
    - a. First Responders;
    - b. Emergency Medical Technicians;
    - c. EMT-Intermediates; and
    - d. Paramedics

- 2.1.3 Serve as medical liaison between the Medical Control Hospital, Southern Regional Medical Center and Morrow.
- 2.1.4 Serve as an advisor for the Quality Improvement programs of EMS.
- 2.1.5 Make available monthly/quarterly medical topic training as needed or defined by the training staff and through the Audit and Review Committee meetings.
- 2.1.6 Maintain a membership at large with the DHR Region 111 EMS Council representing the best interest of Morrow on that body.
- 2.2 Qualifications. The Contractor shall meet the following minimum requirements:
  - 2.2.1 Be a duly licensed physician in good standing with the licensure board, licensed to practice medicine in the State of Georgia.
  - 2.2.2 Have and maintain an unrestricted DEA number.
  - 2.2.3 Have an active emergency medical practice.
  - 2.2.4 Be able to disclose any other EMS related affiliations both business and volunteer to Morrow.

### **ARTICLE 3. TERMINATION**

- 3.1 Termination without Cause. Morrow may terminate this Contract for any reason, by providing thirty (30) days' prior written notice of its intention to terminate this Contract to the Contractor. The liability of Morrow for such termination will be limited to payment for Services performed as of the effective date of termination.
- 3.2 Termination with Cause. Either Party may terminate this Contract if the other has failed to fulfill any one of its obligations under this Contract (the "Breaching Party"). In the event the Breaching Party is the Contractor, Morrow must provide ten (10) days written notice to allow the Contractor to cure the breach. The Contract will terminate if the Breaching Party fails to cure the breach after the expiration of the requisite cure period. The liability of Morrow for termination pursuant to this section will be limited to payment of Services accepted as of the effective date of termination.
- 3.3 Additional Termination Regulations.
  - 3.3.1 If any of the Regulations is amended in a way that precludes a Party from lawfully performing its obligations under this Contract, either Party may terminate this Contract effective upon the effective date of such amended Regulation;

- 3.3.2 Contractor agrees that Morrow reserves the right to terminate this Contract (without cost to Morrow), if Morrow determines that Contractor has or is about to enter into contracts or agreements with others that would be adverse to the interests of Morrow hereunder;
- 3.3.3 In the event this Contract is terminated, Contractor agrees to immediately cease all Services; and
- 3.3.4 Unless otherwise provided in this Contract, in the event of any termination or expiration of this Contract, the obligations of the Parties as set forth herein will survive indefinitely.

**ARTICLE 4. COMPENSATION AND INVOICES**

4.1 Compensation. For all services rendered by the Contractor under this Contract, Morrow shall pay Contractor a fixed-rate annual fee of \$7500.00 (Seven Thousand Five Hundred Dollars and No Cents). The annual fee will be paid in two installments of \$3750.00 (Three Thousand Seven Hundred and Fifty Dollars and No Cents), paid bi-annually.

4.2 Invoices. Contractor will submit invoices to Morrow at the end of each six-month period to the following address:

Fire Chief  
Morrow Fire Department  
1500 Morrow Road  
Morrow, GA. 30260

Dr. James J. Augustine  
3460 Kingsboro Rd. Apt. 310  
Atlanta, GA. 30236

4.3 Payment Terms. Morrow will make payment to Contractor within forty-five (45) days of the receipt of an accurate invoice.

4.3 Benefits. During the term of this Agreement, the Contractor shall not receive from Morrow any benefits equivalent to those available to employees of Morrow, including, by way of illustration, sick leave, vacation, holiday pay, retirement benefits, medical insurance, or worker's compensation insurance coverage. Contractor shall be responsible for FICA and income tax withholding requirements.

**ARTICLE 5. STANDARDS OF SERVICE**

5.1 Independent Contractor. Contractor will perform professional services as independent contractor. Contractor is not an employee of Morrow, and therefore shall not be entitled to any such privileges given to Morrow employees. Morrow shall not make employee social security payments or purchase workers' compensation insurance, unemployment insurance or health insurance for the

Contractor. Morrow will not control the manner or method of the services provided by the Contractor.

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

- 6.1 **Insurance.** Contractor shall at all times during the Agreement maintain in full force and effect Professional and General Liability insurance. All insurance shall be by insurers, or a self-insurance plan, acceptable to Morrow and before commencement of work hereunder. Failure to keep in full force and effect the insurance policies set forth above constitutes a material breach of the Agreement by the Contractor.
- 6.2 **Indemnification.** Contractor shall defend at Contractor's sole expense, indemnify and hold harmless Morrow, its officials, employees, agents, servants, representatives and assigns from and against any liability, expenses, claims, demands, suits, actions, costs, judgments, damages, bodily injuries or sicknesses to any person or damage, destruction or loss of use of any property arising out of or related to the services provided by the Contractor and/or caused by Contractor's negligence or willful misconduct. Nothing contained in this section shall waive any immunity afforded to Morrow.

## **ARTICLE 7. GENERAL TERMS**

- 7.1 **Dispute Resolution.** In the event that the Parties are unable to resolve any dispute arising between them regarding this Contract, the Parties hereby agree to resolve such dispute by arbitration conducted in accordance with the American Arbitration Association ("AAA").
- 7.2 **Governing Law.** This Contract will be governed by the laws of the State of Georgia applicable to contracts made and to be performed entirely within such jurisdiction and without giving effect to its choice or conflict of law rules or principles.
- 7.3 **Assignment.** This Contract may not be assigned by either Party without the express prior written consent of the other Party. Any attempted assignment without such consent will be null and void and of no effect.
- 7.4 **Entire Agreement.** This Contract constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior verbal and written agreements. There will be no amendment, modification or waiver of any of the terms and conditions hereof unless in writing and executed by both Parties. Any prior verbal, written agreements and proposals are not considered a part of this Contract.

7.5 Severability. This Contract was drafted with the intent of complying with the applicable law and to the extent possible, will be interpreted in such manner as to be effective and valid under such law. If any provision in this Contract is in clear violation of the law, such provision will be unenforceable and removed from this Contract, with the other provisions remaining in full force and effect.

7.6 Notices. All Notices provided for in this Contract will be in writing, duly signed by the Party giving such notice and delivered, mailed by registered or certified U.S. mailer or sent by a nationally recognized overnight deliver service, as follows:

To Morrow:  
Fire Chief  
Morrow Fire Department  
1500 Morrow Road  
Morrow, Ga. 30260

To Contractor:  
James J. Augustine, M.D.  
3460 Kingsboro Rd. Apt. 310  
Atlanta, GA. 30326

7.7 No Third Party Beneficiaries. This Contract is an agreement between the parties, and confers no rights upon any of the parties' employees, agents or contractors, or any other person(s).

The Parties, acting through their duly authorized officers, have executed this Contract as of the Effective Date.

City of Morrow

Contractor

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

J.B. Burke

James J. Augustine

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

Mayor

\_\_\_\_\_  
TITLE