

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**HUMAN RESOURCES—ADOPT MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM  
(MERS) DEFINED BENEFIT PLAN ADOPTION AGREEMENT**

**BE IT RESOLVED** that the Allegan County Board of Commissioners hereby adopts the attached MERS Defined Benefit Plan Adoption Agreement; and

**BE IT FURTHER RESOLVED** that the Board Chairman and/or the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.



ALLEGAN COUNTY  
REQUEST FOR ACTION FORM

Completed RFA form must be attached to a work order request through the Track-It System. If you have any questions regarding this process, please contact Administration @ ext. 2633.

RFA#: 188-675

Date: 01/28/2020

Request Type	Contract	<b>Select a Request Type to reveal and complete required form.</b>
Department Requesting	Human Resources	
Submitted By	Lyn Holoway	
Contact Information	ext. 2646 or lholoway@allegancounty.org	

Parties:

Rob Sarro  
 Lyn Holoway/Vickie Herzberg

Duration 08/01/2019 - ongoing

Amount

Purpose:

Attached are the MERS amendment documents to update two items in our MERS set up documents.  
 1) update to service credit criteria for the for the MERS DB plans - all divisions - change effective 8/1/2019 - making this 80 hours a month  
 2) update to specify the accurate calculation of total compensation for all divisions - MERS advises to use the actual date we began calculating compensation this way - HR entered 1/1/2004 for all divisions except 2 - the other two are 10/1/2013 their effective date

# Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** Allegan County **Municipality #:** 0302

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number \* \_\_\_\_\_), the effective date shall be the first day of August, 2019. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

\*Divisions  
01, 02, 08, 09,  
10, 12, 15, 16,  
17, 20, 21, 22.

# Defined Benefit Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

\_\_\_\_\_  
(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

**These employees are** (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

**To receive one month of service credit** (check one):

An employee shall work 10 \_\_\_\_\_ hour days.

An employee shall work <sup>80</sup>\_\_\_\_\_ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

**Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

**Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_.  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

# Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years

4. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years

5. Normal Retirement Age will be the later of: \_\_\_\_\_ (any age from 60-70), or the vesting provision selected above (#4).

6. Required employee contribution (Max 10%, increments of 0.01%) \_\_\_\_\_ %

7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: \_\_\_\_\_

Excluded: \_\_\_\_\_

- Base wages only.

If any items should be included, specify here:

Included: \_\_\_\_\_

- Medicare taxable wages as reported on W2.

- Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

# Defined Benefit Plan Adoption Agreement

## 8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

## 9. Other

- Surviving Spouse will receive \_\_\_\_\_% of Straight Life benefit without a reduction to the employee's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
  - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
    - Interest rate for employee contributions as determined by the Retirement Board, or
    - MERS' assumed rate of return as of the date of the distribution.

## 10. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
<input type="checkbox"/> Retirees who retire <b>between</b> _____/01/____ and _____/01/____	
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

# Defined Benefit Plan Adoption Agreement

11. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

