



RESOLUTION NUMBER 2026-10

A RESOLUTION OF THE TOWN COMMISSION OF MICANOPY, FLORIDA ESTABLISHING A DEFINED CONTRIBUTION PLAN; PROVIDING FOR EXECUTION OF TRUST JOINDER AGREEMENT; PROVIDING FOR ADOPTION OF DEFINED CONTRIBUTION PLAN; PROVIDING FOR ACKNOWLEDGEMENT OF MASTER TRUSTEES; PROVIDING FOR EXECUTION OF AN ADOPTION AGREEMENT; PROVIDING FOR ABIDING BY TERMS AND ACCEPTANCE OF SERVICES; PROVIDING FOR TERMINATION OF PARTICIPATION; PROVIDING FOR ACKNOWLEDGEMENT REGARDING ASSETS; PROVIDING FOR APPROVAL BY MASTER TRUSTEES; PROVIDING FOR FULL FORCE AND EFFECTIVENESS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of Micanopy, Florida, (hereinafter referred to as the “Participating Employer”) has determined that it wishes to offer a defined contribution plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees’ saving for retirement by offering matching, non-matching, or employer “pickup” contributions;

WHEREAS, the Participating Employer wishes to participate in the 401(a) Plan to provide certain benefits to its qualified employees;

WHEREAS, the Participating Employer is an Employer as defined in the 401(a) Plan;

WHEREAS, the Participating Employer shall execute a Trust Joinder Agreement to become a party to the FMPTF Master Trust Agreement as a condition of participating in the 401(a) Plan;

WHEREAS, the Participating Employer shall execute an Adoption Agreement for the 401(a) Plan; and

WHEREAS, the Town Commission of Micanopy, Florida is authorized by law to adopt this resolution approving the Trust Joinder Agreement and the Adoption Agreement;

Therefore, the Town Commission of Micanopy, Florida hereby resolves:

Section 1. The Participating Employer authorizes the execution of the Trust Joinder Agreement for the Participating Employer to become a party to the FMPTF Master Trust Agreement. The FMPTF Master Trust Agreement, as may be amended by the Master Trustees



of the FMPTF Defined Contribution Plan (“Master Trustees”), shall be attached to and made a part of the Trust Joinder Agreement.

Section 2. The Participating Employer adopts the FMPTF Defined Contribution Plan for its Employees. The 401(a) Plan, as may be amended by the Master Trustees, is attached hereto as Exhibit 1 and is made a part of this Resolution.

Section 3. The Participating Employer acknowledges that the Master Trustees are only responsible for the 401(a) Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 4. The Participating Employer hereby adopts the terms of the 401(a) plan Adoption Agreement, which is attached hereto as Exhibit 2 and is made a part of this Resolution. The Adoption Agreement set forth the Employees to be covered by the Plans, the benefits to be provided by the Participating Employer under the Plans, 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 Agreements, so long as the amendment is not inconsistent with the Plans, the FMPTF Master Trust Agreement or the Internal Revenue Code or other applicable law and is approved by the Master Trustees of the Plan.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plans and the FMPTF Master Trust Agreement, including amendments to the Plans and the FMPTF Master Trust Agreement made by the Master Trustees, all investment, administrative, and other service agreements of the Plans and the FMPTF Master Trust Agreement, and all applicable provisions of the Internal Revenue Code or other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by Florida League of Cities, Inc. and any services provided by a service manager as delegated by the Master 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 Participating Employees’ accounts.

Section 6.

(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 Master Trustees shall determine whether the resolution complies with the Plans, the FMPTF Master Trust Agreement, 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 Plans of existing accounts to Participating Employees will be made in accordance with the Plans.

(b) The Participating Employer acknowledges that the Plans and the FMPTF Master Trust Agreement contain provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plans, including all contributions to the Plans, 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 Participating Employees and their Beneficiaries under the Plans. No part of the assets and income of the Plans shall be used for, or diverted to, purposes other than for the exclusive benefit of Participating Employees and their Beneficiaries and for defraying reasonable expenses of the Plans. All amounts of compensation deferred pursuant to the Plans, 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 Plans, shall be transferred to the Master Trustees to be held, managed, invested and distributed as part of the Master Trust Fund in accordance with the provisions of the Plans and the FMPTF Master Trust Agreement. All contributions to the Plans must be transferred by the Participating Employer to the Master Trust Fund. All benefits under the Plans shall be distributed solely from the Master Trust Fund pursuant to the Plan.

Section 8. This Resolution, the Trust Joinder Agreements and the Adoption Agreements shall be submitted to the Master Trustees for their approval. The Master Trustees shall determine whether the Resolution complies with the Plans and the FMPTF Master Trust Agreement, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plans. The Master Trustees may refuse to approve an Adoption Agreement by an Employer that does not have proper authority to participate in the Plans. The Town Commission hereby acknowledges that it is responsible to assure that this Resolution, the Trust Joinder Agreements and the Adoption Agreements are adopted and executed in accordance with the requirements of applicable law.

Section 9. This Resolution shall remain in full force and effect until supplemented, amended, repealed or otherwise altered.

Section 10. This Resolution hereby repeals all resolutions in conflict herewith.

Section 11. This Resolution shall become effective November 1, 2026.



Town of _____
Micanopy
Florida

Adopted by the Town Commission of Micanopy, Florida on October 13, 2026.

By: Town Commission _____
Signature

Town Commission _____
Name and Title

Attest: Town Commission _____

Date: Town Commission _____

**TRUST JOINDER AGREEMENT
FOR DEFINED CONTRIBUTION PLANS UNDER
FLORIDA MUNICIPAL PENSION TRUST FUND
MASTER TRUST AGREEMENT**

THIS TRUST JOINDER AGREEMENT, between the Town of Micanopy, Florida, (herein referred to as the “Participating Employer”) and the Master Trustees of the Florida Municipal Pension Trust Fund (herein referred to as the “Master Trustee”).

WITNESSETH:

WHEREAS, the Participating Employer desires to provide a defined contribution plan for the sole and exclusive benefit of its Participating Employees and their Beneficiaries, and for such purposes adopted Resolution No. _____ on the _____ day of _____, 2026 providing for the establishment of a defined contribution plan;

WHEREAS, said Resolution authorizes participation in the Florida Municipal Pension Trust Fund (“FMPTF”) and further authorizes the execution of this Trust Joinder Agreement to become a party to the FMPTF Master Trust Agreement; and

WHEREAS, the Participating Employer desires to submit this Trust Joinder Agreement to the Master Trustee to become a party to the FMPTF Master Trust Agreement;

THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Both parties to this Trust Joinder Agreement agree that the Town of Micanopy, Florida, is a Participating Employer as provided in the Florida Municipal Pension Trust Fund Master Trust Agreement (“Master Trust Agreement”).
2. As provided in the plan provisions selected by the Participating Employer, the Participating Employer shall make timely contributions or shall timely forward contributions made by Participating Employees for the defined contribution plan.
3. As provided in the plan provisions selected by the Participating Employer, the Participating Employer shall timely remit or timely approve the remittance of administrative fees as may be due under the defined contribution plan.
4. The Participating Employer agrees to provide all initial and update all relevant Participating Employee information required under the defined contribution plan to the Administrator designated by the Master Trustee. The Participating Employer shall certify said information to be correct to the best of its knowledge and the Master Trustee and the Administrator shall have the right to rely on the accuracy of said information in performing contractual responsibilities.

5. The Participating Employer has the responsibility to provide the Administrator designated by the Master Trustee, in a timely manner, all information concerning Participating Employee termination. The Participating Employer shall certify said information to be correct to the best of its knowledge and the Master Trustee and the Administrator shall have the right to rely on the accuracy of said information in performing contractual responsibilities.
6. The parties to this Trust Joinder Agreement agree to abide by and be bound by the terms, duties, rights and obligations of the parties as set forth in the Florida Municipal Pension Trust Fund Master Trust Agreement, as may be amended by the Master Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.
7. Either party may terminate this Trust Joinder Agreement by giving at least 60 days notice in writing to the other party. Any termination shall be governed by the provisions of the Florida Municipal Pension Trust Fund Master Trust Agreement and the plan document for the defined contribution plan.

IN WITNESS WHEREOF, the Participating Employer has caused this Trust Joinder Agreement to be executed and the signature of its authorized officer affixed this _____ day of _____, 2026.

Town of Micanopy, Florida

BY: _____
Signature

(Name and Title)

ATTEST:

DATE:

FLORIDA MUNICIPAL PENSION TRUST FUND

BY: _____
Secretary - Treasurer