

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

..Title
Maryland Association of Counties Pooled OPEB Trust Fund – For the purpose of authorizing the adoption and establishment of a non-pension post employment benefits trust.

..Body

**CITY COUNCIL OF THE
City of Annapolis**

Ordinance 19-15

Sponsored by: Mayor Pantelides

Referred to
Finance
Financial Advisory Committee
Rules & City Government

AN ORDINANCE concerning

Maryland Association of Counties Pooled OPEB Trust Fund

FOR the purpose of authorizing the adoption and establishment of a non-pension post employment benefits trust.

WHEREAS, City of Annapolis (the “City”), provides other postretirement benefits under programs which provide non-pension benefits (“Other Post-Employment Benefits”) for retirees of the City who have satisfied certain age, service and other requirements and their beneficiaries; and

WHEREAS, the City wishes to establish a reserve to pay Other Post-Employment Benefits; and

WHEREAS, pursuant to Section 17-102 of the Local Government Article of the Annotated Code of Maryland (2013 Replacement Volume), the City is authorized to create pooled investments under the stewardship of a separate body under an agreement with a political subdivision of the State for the investment of money intended for other postemployment benefits; and

WHEREAS, Section 17-102 also provides that the trustees or other officers in charge of an other postemployment benefits fund may invest and reinvest the money in their custody or control as provided by a law enacted by the governing body of the political subdivision; and

1 **WHEREAS**, the City desires to participate in the Maryland Association of Counties
2 Pooled OPEB Trust Fund.

3
4 **NOW, THEREFORE:**

5
6 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE**
7 **ANNAPOLIS CITY COUNCIL** that the City of Annapolis hereby adopts and
8 establishes a trust (the “Trust”) for the purpose of accumulating and investing assets to
9 fund Other Post-Employment Benefits, in the form set forth in the Maryland Association
10 of Counties Pooled OPEB Trust Agreement attached hereto as Exhibit A (the “Trust
11 Agreement”).

12
13 **SECTION II: AND BE IT FURTHER ESTABLISHED AND**
14 **ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the City hereby agrees to
15 become a “Member” in the “Maryland Association of Counties Pooled OPEB Trust
16 Fund” (the “Trust Fund”), as further defined in the Trust Agreement. The City hereby
17 approves the Adoption Agreement attached hereto as Exhibit B and directs the
18 appropriate officers of the City to execute and deliver the Trust Agreement and the
19 Adoption Agreement.

20
21 **SECTION III: AND BE IT FURTHER ESTABLISHED AND**
22 **ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the purpose of the Trust
23 Fund is to assist the City in funding Other Post-Employment Benefits provided by the
24 City under programs which provide non-pension benefits for retirees of the City who
25 have satisfied certain age, service and other requirements and their beneficiaries
26 (collectively, the “Plans”), from time to time.

27
28 **SECTION IV: AND BE IT FURTHER ESTABLISHED AND**
29 **ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the adoption and
30 establishment of the Trust by the City shall not create any obligation to provide benefits
31 under the Plans and the City reserves the right, at any time and from time to time, to (i)
32 decrease or discontinue contributions to the Trust Fund and (ii) decrease or terminate the
33 benefits under the Plans.

34
35 **SECTION V: AND BE IT FURTHER ESTABLISHED AND**
36 **ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that this ordinance shall take
37 effect from the date of its passage.

38
39
40 **EXPLANATION**

41 CAPITAL LETTERS indicate matter added to existing law.

42 ~~Strikethrough~~ indicates matter stricken from existing law.

43 Underlining indicates amendments
44
45
46

1
2
3

Exhibit A
Executed Trust Agreement Attached

Exhibit B

**MARYLAND ASSOCIATION OF COUNTIES
POOLED OPEB TRUST FUND**

ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT is made by and between the City of Annapolis (herein referred to as the “Member”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the Maryland Association of Counties Pooled OPEB Trust Fund (herein referred to as the “Trust Fund”).

WITNESSETH:

WHEREAS, the Member provides other postretirement benefits under programs (collectively, the “Plans”) which provide non-pension benefits (“Other Post-Employment Benefits”) for retirees of the Member who have satisfied certain age, service and other requirements and their beneficiaries; and

WHEREAS, the governing body of the Member desires to participate in the Trust Fund for the purpose of accumulating and investing assets to fund Other Post-Employment Benefits as it may determine to be appropriate from time to time; and

WHEREAS, the governing body of the Member has authorized the Member to participate in the Trust Fund and enter into this Adoption Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the Maryland Association of Counties Pooled OPEB Trust Agreement (the “Trust Agreement”), provides administrative, custodial and investment services to the Members in the Trust Fund; and

WHEREAS, the Member desires to submit this Adoption Agreement to the Trustees to enable it to participate in the Trust Fund and become a party to the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made by each of the parties hereto, it is agreed as follows:

1. Upon the acceptance of this Adoption Agreement by the Trust Fund, the City of Annapolis is a Member in the Trust Fund, as provided in the Trust Agreement.
2. Capitalized terms not otherwise defined in this Adoption Agreement have the meaning given to them under the Trust Agreement.

1 3. The Trust Fund will provide administrative, custodial and investment
2 services to the Member in accordance with the Trust Agreement.

3
4 4. The Member shall have no right, title or interest in or to any specific assets
5 of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund and
6 there shall be a specific accounting of assets allocable to the Member, all as provided in
7 the Trust Agreement.

8
9 5. The Member shall provide to the Trustees and the Administrator all
10 relevant information reasonably requested by the Trustees or the Administrator, and shall
11 promptly update all such information. The Trustees and the Administrator shall have the
12 right to rely on the accuracy of said information in performing their responsibilities under
13 the Trust Agreement.

14
15 6. The Trustees and the Administrator, in accordance with the Trust
16 Agreement and the policies and procedures established by the Trustees, shall periodically
17 report Trust Fund activities to the Member on a timely basis.

18
19 7. The Member agrees to abide by and be bound by the terms, duties, rights
20 and obligations as set forth in the Trust Agreement, as may be amended in accordance
21 therewith, which is attached hereto as Exhibit A and is made a part of this Adoption
22 Agreement.

23
24 8. The Member shall timely remit, or timely approve the remittance of, any
25 fees as may be due and payable by the Member under the Trust Agreement.

26 9. The Mayor and or his/her designee will serve as the Authorized Member
27 Representative (as defined in the Trust Agreement) of the Member and shall have the
28 power and authority to direct, consent to and approve on behalf of the Member any
29 matters that require the Member's direction, consent or approval under the Trust
30 Agreement.

31 10. The Member does not assume any contractual obligation to continue
32 contributions to the Trust Fund and reserves the right at any time and for any reason to
33 discontinue contributions to the Trust Fund. The Member reserves the right at any time
34 and for any reason to discontinue its Plan. Failure by the Member to continue its Plans or
35 to make contributions to the Trust Fund shall not give rise to any liability on its part
36 whatsoever.

37
38 11. The term of this Adoption Agreement shall commence on the date set
39 forth herein and shall end on the earlier to occur of (1) the withdrawal of the Member
40 from the Trust Fund or (2) the termination of the Trust Fund. The Member may
41 withdraw from the Trust Fund solely in accordance with the Trust Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

IN WITNESS WHEREOF, the City of Annapolis has caused this Adoption Agreement to be executed this ____ day of _____, 2015.

ATTEST

THE CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC
City Clerk

By: _____
Name: Michael J. Pantelides
Title: Mayor

ACCEPTED:
MARYLAND ASSOCIATION OF
COUNTIES POOLED OPEB TRUST
FUND

By: _____
Name: Michael Sanderson
Title: Trustee