

RESOLUTION NO. CC-2512-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE CITY OF REDONDO BEACH 401(a) PUBLIC SAFETY CHIEF PLAN (PLAN NO. 100507), APPROVING ALL PLAN DOCUMENTS NECESSARY FOR ADOPTION OF THE PLAN, AND AUTHORIZING THE CITY'S PLAN ADMINISTRATOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO ADMINISTER THE CITY'S 401(a) AND 457(b) PLANS

WHEREAS, the City of Redondo Beach ("City") provides retirement benefit plans for eligible employees, including a 457(b) deferred compensation plan and certain 401(a) plans, as part of the City's overall employee benefits program;

WHEREAS, the City has determined that establishing a separate 401(a) plan for public safety chiefs who have provided more than thirty (30) years of service to the City will provide leadership continuity in the Police and Fire Departments, promote operational stability, and support the retention of highly experienced command personnel;

WHEREAS, ICMA Retirement Corporation doing business as MissionSquare Retirement, has prepared the documents necessary to establish the City of Redondo Beach 401(a) Public Safety Chief Plan (Plan No. 100507), effective December 1, 2025;

WHEREAS, such documents include the SECURE Act 2.0 and 1.0 Election Form, the Affirmative Statement for Adopting a Section 401 Money Purchase Plan ("Affirmative Statement"), MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement and Addendum ("Adoption Agreement and Addendum"), and the MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement;

WHEREAS, the Affirmative Statement serves as the City's formal act of adoption, and the Adoption Agreement and Addendum, by their terms, are required attachments to the Affirmative Statement;

WHEREAS, the City Council now desires to approve the City of Redondo Beach 401(a) Public Safety Chief Plan (Plan No. 100507) and to approve its associated documents as exhibits to this Resolution; and

WHEREAS, the City Council further desires to authorize the City's Plan Administrator or designee, to execute the documents necessary to adopt, implement, and administer the City's 401(a) and 457(b) plans, and only those plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts the City of Redondo Beach 401(a) Public Safety Chief Plan (Plan No. 100507), with an effective date of December 1, 2025, and

approves the following documents as the governing documents for the Plan, which are attached hereto and incorporated herein by reference:

1. Exhibit A: MissionSquare Retirement SECURE Act 2.0 and 1.0 Election Form
2. Exhibit B: Affirmative Statement for Adopting a Section 401 Money Purchase Plan, which attaches and incorporates:
 - a. The MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement; and
 - b. Addendum (Plan No. 100507)
3. Exhibit C: MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement.

SECTION 2. The City's Plan Administrator or designee, is hereby authorized and directed to execute all documents necessary to adopt, implement, and administer the City's 401(a) and 457(b) plans, including the documents approved in Section 1, and to take all actions necessary to carry out of the purposes of those plans.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2512-093 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 2nd day of December, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

EXHIBIT A

MISSIONSQUARE RETIREMENT SECURE ACT 2.0 AND 1.0 ELECTION FORM

See the attached Secure Act 2.0 and 1.0 Election Form.

SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

I. SECURE 2.0 and Related Provisions

A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

Note: While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions**, check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

☐ Add Roth Contributions

The plan will permit in-plan Roth Conversions.

☐ Yes (Default) ☐ No

The Roth account will be an available source for loans.

☐ Yes ☐ No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the “first date of the month” rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer’s general assets, rather than the first pay period of the following month.

☐ Yes ☐ No (“No” is the default provision under the Plan if no selection is made.)

C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

☐ Yes ☒ No (“No” is the default provision under the Plan if no selection is made.)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

(continued)

D. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

If "Yes" is selected, \$1,000 withdrawal for certain emergency expenses may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).

F. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box ☐.

If the box is checked, the plan sponsor will be required to approve each request.

(continued)

G. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box ☐.

If the box is checked, the plan sponsor will be required to approve each request.

H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here:

<https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

I. Age 60-63 "Super Catch-up" (Available in 457(b), 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

(continued)

II. SECURE 1.0 and Related Provisions

- J. **In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans) The Plan will permit in-service withdrawals at age 59.5**

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

☐ Yes ☒ No (“No” is the default provision under the Plan if no selection is made.)

- K. **Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)**

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan’s existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

☒ Yes ☐ No (“No” is the default provision under the Plan if no selection is made.)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

- L. **MissionSquare Retirement IncomeAdvantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)**

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

☐ Yes ☒ No (“No” is the default provision under the Plan if no selection is made.)

(“No” is the default provision under the Plan if no selection is made.)

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

EMPLOYER PLAN NUMBER: 100507	EMPLOYER PLAN NAME: City of Redondo Beach 401(a) Public Safety Chief Plan	
SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE:		
PRINT NAME: Diane Strickfaden		
TITLE: Director of Human Resources		
DATE: (MM/DD/YYYY)	EMAIL ADDRESS:	PHONE NUMBER:

This form can be returned by secure message, fax, or mail using the information below.

Online: Submit through secure messaging: <https://accountaccess.missionsq.org/login.html>

Fax to: MissionSquare Plan Services (844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

EXHIBIT B

AFFIRMATIVE STATEMENT FOR ADOPTING A SECTION 401 MONEY PURCHASE PLAN

See the attached Affirmative Statement for Adopting a Section 401 Money Purchase Plan, which attaches and incorporates the Money Purchase Plan and Addendum (Plan No. 100507).

**AFFIRMATIVE STATEMENT
FOR ADOPTING A SECTION 401 MONEY PURCHASE PLAN**

Name of Employer: City of Redondo Beach **State:** CA **Plan number 10** 0507

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer hereby adopts or has previously adopted the Declaration of Trust of VantageTrust Company dated May 2001, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established, if the assets of the plan are to be invested in the trust created by such Declaration of Trust ("VantageTrust");

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH or RESTABLISH the Employer's 401(a) money purchase plan (the "Plan") in the form of the:

- ☒ MissionSquare Retirement Governmental Money Purchase Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto); or

The plan document provided by the Employer (executed copy attached hereto).

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries. The assets shall be invested in VantageTrust or in other qualified investment options of the Plan ("Plan Assets"), and they shall not be diverted to any other purpose. The Employer's beneficial ownership of Plan Assets shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

SPECIFY that the Director of Human Resources (title) shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan; and

AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

Date: _____

Director of Human Resources

(Title of Designation Agent)

(Signature)

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10-0507

The Employer hereby establishes a Money Purchase Plan to be known as:
City of Redondo Beach 401(a) Public Safety Chief Plan

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (*Check One*):

☐ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☒ New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

December 1, 2025

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: City of Redondo Beach

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note: provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☒ January 1 - December 31 (**Default**)

☐ The 12-month period ending: _____

Month

Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age_____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non-union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) Police or Fire Chief with 30 years of City service.

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation
- ☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (***“N/A” is the default provision under the Plan if no selection is made.***)
- ☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)
- The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.
3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.
- ☐ Yes. Age _____ (not to exceed age 21.)
- ☒ N/A – No minimum age applies (***“N/A” is the default provision under the Plan if no selection is made.***)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions.
(If Option B is chosen, please complete section C.)

- ☐ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

- ☐ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

- ☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

- ☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

- i. _____% of Earnings,
- ii. \$_____, or
- iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No

("Yes" is the default provision under the Plan if no selection is made.)

- ☐ C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of ____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

- ☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹ Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- ☐ **Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

- ☐ **Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- ☐ **Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☐ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☐ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

2. Bonuses

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☐ Yes ☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
- ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)
-

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100 _____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - ☒ Normal Retirement Age
 - ☐ Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
 - ☐ Alternate age (after Normal Retirement Age): _____
 - ☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - ☐ Yes
 - ☒ No (**"Yes" is the default provision under the Plan if no selection is made.**)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - ☒ Yes
 - ☐ No (**"No" is the default provision under the Plan if no selection is made.**)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - ☐ Yes
 - ☒ No (**"No" is the default provision under the Plan if no selection is made.**)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - ☐ Yes
 - ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (**"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.**)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- ☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

- ☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☐ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☒ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

- ☒ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of ☐ hours ☐ days ☐ weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).

*See Addendum

☒ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____ % (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____ % (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Diane Strickfaden

Title: Director of Human Resources

Attest: N/A

Date: ____/____/____.
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303

Addendum to the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

City of Redondo Beach 401(a) Plan, 100507

Section XIV (1). Accrued Leave Contributions

-The City of Redondo Beach will deposit unused sick leave based on the following schedule:

- 25% of accrued sick leave at the completion of Year 31 of employment.
- An additional 25% of accrued sick leave (total 50%) at the completion of Year 32 of employment.
- An additional 25% of accrued sick leave (total 75%) at the completion of Year 33 of employment.
- Notwithstanding the foregoing, the plan will limit any accrued sick leave contribution to the maximum allowable limit as permitted under Internal Revenue Code Section 401(a), as amended.

Name: _____

Date: _____

Signature: _____

EXHIBIT C

**MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN TRUST
AGREEMENT**

See the attached Governmental Money Purchase Plan Trust Agreement.

MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement

The Employer hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.
- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

IV. Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

- V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.
- VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City of Redondo Beach ("the Employer")

Signature of Authorized Plan Representative: _____

Print Name: Diane Strickfaden

Title: Director of Human Resources

Attest: N/A

Date: / / - - -
(M) (D) (Y)

52582-0621-W2777