

CITY OF NORTH MIAMI BEACH
TRUST JOINDER AGREEMENT

THIS AGREEMENT, between the City of North Miami Beach (herein called the "Employer") and the Board of Trustees of the Florida Municipal Pension Trust Fund, (herein called the "Trustees"):

WITNESSETH:

WHEREAS, the Employer desires to provide Retirement Benefits for the sole and exclusive benefit of its Employees and Beneficiaries, and for such purposes has adopted an Ordinance on the 7th day of JANUARY, 2003 providing for the terms and conditions of such Benefits, and

WHEREAS, said Ordinance authorized the participation in the Florida Municipal Pension Trust Fund (herein called the "Fund"), and further authorizes the execution of this Agreement, and

WHEREAS, the Employer has petitioned for and been accepted by the Trustees as a participating employer in the Fund,

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

1. The Employer shall make contributions based upon its plan benefit formula and the terms of its trust into a depository designated by the Trustees.
2. The Employer shall timely remit administrative fees as may be from time to time mutually agreed upon by the parties in writing into a depository designated by the Trustees.
3. The Employer agrees to provide all initial and update of all relevant employee information including but not limited to birth dates, years of service, covered compensation and appropriate addresses to the Professional Administrator designated by the Trustees. The Employer shall certify said information to be correct to the best of their knowledge and the Trustees shall have the right to rely on the accuracy of said information in performing its contractual responsibilities.
4. The Employer has a responsibility to provide to the Professional Administrator designated by the Trustees, in a timely manner, all information concerning employee termination including but not limited

Exhibit "D"

to date and reason for termination (e.g. death, disability, retirement, resignation or dismissal). If the reason for termination is disability and the employee is claiming disability benefits, it shall be the sole responsibility of the Employer to ascertain eligibility through the procedures enumerated in their pension plan. The Employer shall certify that the information required to be provided in this Section is true and correct and the Trustees shall have the right to rely on the accuracy of said information in performing its contractual responsibilities.

5. Both parties to this Agreement agree to abide by the term, duties, rights and obligations of all parties which are set forth in the Master Trust Agreement of the Florida Municipal Pension Trust Fund, referenced herein and a copy attached hereto.
6. Either party may terminate this Agreement by giving 120 days notice in writing to the other party. Upon termination, the funds held by the Trust for the Employer shall be returned to the Employer based upon the accumulated share of the Employer as determined by the last valuation date prior to termination.

IN WITNESS WHEREOF, the Employer has caused it's Seal and the signatures of its authorized officers to affixed this 16 day of JANUARY, 2003.

BY: [Signature]
Signature

City Manager
(Title)

ATTEST.
[Signature]
(SEAL)

FLORIDA MUNICIPAL PENSION TRUST FUND
(Trustees)

BY: [Signature]
Secretary-Treasurer