

SUPPLEMENTAL PARTICIPATION AGREEMENT

A Participation Agreement made and entered into this 30th day of June 2019, between Participating Employer and County of St. Johns Board of County Commissioners (hereinafter referred to as the "Employer").

WHEREAS, there exists a Cafeteria Plan entered into on the 1st day of October 1992, namely the County of St. Johns Board of County Commissioners Flexible Spending Account, called the "Plan," established by the Employer (a copy being attached hereto as Exhibit "A" and made a part hereof by reference); and

WHEREAS, the Plan provides that any other Participating Employer may, with the consent of the Employer, adopt the Plan and participate therein by a properly executed document evidencing said intent of said Participating Employer;

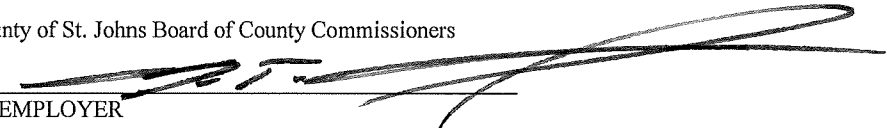
NOW, THEREFORE, the Participating Employer hereby becomes a party to the Plan, effective the 1st day of January 2019, and the Employer hereby consents to such adoption and participation upon the following terms:

- (1) Wherever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Employer. It is the intention of the parties that the Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder, with its employees to be considered as the Employees or Participants, as the case may be, thereunder. However, the participation of the Participating Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Employer, its Employees, or Participants, under the Plan.
- (2) The execution of this Agreement by this Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed by the Participating Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.
- (3) All actions required by the Plan to be taken by the Employer shall be effective with respect to the Participating Employer if taken by the Employer, and the Participating Employer hereby irrevocably designates the Employer as its agent for such purposes.

IN WITNESS WHEREOF, the Participating Employer and the Employer have caused this Supplemental Participation Agreement to be executed in their respective names on the day and date first above written.

Signed, sealed, and delivered in the presence of:

County of St. Johns Board of County Commissioners

By 
EMPLOYER

Representative of the following affiliated divisions:

- St. Johns County Property Appraiser
- St. Johns County Clerk of Courts
- St. Johns County Sheriff's Office
- St. Johns County Tax Collector
- St. Johns County Supervisor of Elections