

TOWN OF LONGBOAT KEY
CONSOLIDATED RETIREMENT SYSTEM
SUMMARY PLAN DESCRIPTION
FIREFIGHTERS'

Approved by the Board on:
May 20, 2022

IS YOUR BENEFICIARY FORM CURRENT? IN THE EVENT YOU DIE, YOUR BENEFIT OR CONTRIBUTIONS WILL BE DISTRIBUTED TO THE PERSON OR PERSONS DESIGNATED BY NAME ON THE BENEFICIARY FORM ON FILE WITH THE PENSION PLAN. NO PROVISION IN YOUR LAST WILL AND TESTAMENT WILL CHANGE THIS SELECTION. PLEASE BE SURE THAT YOUR BENEFICIARY FORM DESIGNATES THE PERSON OR PERSONS YOU INTEND TO RECEIVE YOUR BENEFITS AND THAT YOU REVIEW THIS CHOICE IN THE EVENT OF A MAJOR LIFE CHANGE SUCH AS A DIVORCE OR THE DEATH OF YOUR BENEFICIARY.

CONSOLIDATED RETIREMENT SYSTEM

SUMMARY PLAN DESCRIPTION

FIREFIGHTERS'

INTRODUCTION

The Board of Trustees of the Town of Longboat Key Consolidated Retirement System is pleased to present this booklet which briefly explains the provisions of your Firefighters' Pension Plan. As a participant in the Fund, you are included in a program of benefits to help you meet your financial needs at retirement, or in the event of disability or death. Effective October 1, 2014, a consolidated retirement system was created for the purpose of administering the police officers' retirement system, firefighters' retirement system and general employees' retirement system.

This booklet can assist you in preparing for your retirement and financial future. If you need further information on any of the topics presented in this booklet, please contact any member of the Board of Trustees. They will either answer questions you might have to help you understand your benefits or otherwise get you an answer to your questions. We urge you to read and understand this booklet in order to become familiar with the benefits of the plan and how they contribute to your financial security and how they will enrich your retirement years.

The information presented is only a summary of the pension plan ("Plan") as provided in the ordinances of the Town of Longboat Key. If there are any conflicts between the information in this booklet and the ordinances of the Town of Longboat Key, the ordinances shall govern. The provisions of this Summary Plan Description shall not constitute a contract between the Member and the Board of Trustees. The plan shall be administered in accordance with state and federal law, notwithstanding any provisions in this booklet or ordinances to the contrary. A copy of the ordinance establishing the Plan can be obtained from the Town Clerk's office, which is located at 501 Bay Isles Road, Longboat Key, Florida 34228.



Chairman, Board of Trustees, Town of
Longboat Key Consolidated Retirement
System

MAY 20, 2022

Date

1. BOARD OF TRUSTEES AND PLAN ADMINISTRATION

A. Administration.

The Town of Longboat Key Consolidated Retirement System is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the Plan. The Board consists of 9 Trustees;

- (1) One police officer who is a current or vested former member of the police officers' retirement system, elected by the employee members of that system.
- (2) One firefighter who is a current or vested former member of the firefighters' retirement system, elected by the employee members of that system.
- (3) One general employee who is a current or vested former member of the general employees' retirement system, elected by the employee members of that system.
- (4) Five residents of the town who are registered voters and not employees of the town, or members, vested former members, retirees, or beneficiaries of the retirement system, appointed by the Town Commission.
- (5) The Town Manager or designee, who shall serve as a voting ex-officio member.

Trustees other than the Town Manager or designee shall serve a staggered three year term.

B. The names and addresses of the current Trustees are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board of Trustees is designated as agent for the service of legal process.

2. ELIGIBILITY FOR PLAN MEMBERSHIP

Each person employed by the Town Fire Department as a full-time Firefighter becomes a member of the Plan as a condition of his employment. However, employees hired after the date of the plan freeze do not participate in the system. Notwithstanding the preceding sentence, the fire chief may elect not to participate in the plan.

3. PLAN BENEFITS

All claims for benefits under the Plan shall be made in writing to the Board of Trustees.

The accrued benefits of all members of this system who are employed and not participating in the DROP on September 30, 2013, shall be frozen on that date. All members shall be 100% vested in their frozen accrued benefit. The value of each member's frozen accrued benefit shall be calculated in accordance with the provisions of the system in effect on September 30, 2013, based on the member's credited service and average final compensation on that date. The frozen accrued benefit shall be payable to the member upon termination of town employment and attaining age 55 with ten years of credited service, 25 years of credited service regardless of age, or age 60 regardless of years of credited service, whichever occurs first. In applying the preceding sentence, credited service shall include all credited service as a member of this system prior to October 1, 2013, and all periods of employment as a full-time firefighter with the Town of Longboat Key on and after October 1, 2013. For the purpose of determining a member's frozen accrued benefit, salary shall include any payments of accrued leave that would have been included in the member's salary if the member retired prior to October 1, 2013 or if less, the actual amount of leave accrued at separation of employment.

PRIOR PLAN BENEFITS

The below information is for historical reference only. Benefits are frozen as of September 30, 2013

A. Normal Retirement Eligibility. You are eligible for retirement upon the earlier of the attainment of age 55 and the completion of 10 years of credited service, the completion of 25 years of credited service, regardless of age, or the attainment of age 60, regardless of years of credited service.

B. Amount of Normal Retirement Benefits. The amount of the normal retirement benefit is based on your credited service and average final compensation:

"Credited Service" is generally your period of employment as a Firefighter in the Fire Department measured in years and parts of years. Credited service will include credit for up to five years for a break in employment for military service, pursuant to conditions provided for under state or federal law, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection J. below). Please note that you will not accrue additional benefits due to service worked after September 30, 2013, but such service does count toward the service requirements for retirement described in Section 3 (age 55 with ten years of credited service, 25 years of credited service regardless of age).

"Average Final Compensation" is 1/12 of your average salary of the 5 best years of the last 10 years of credited service prior to your termination, retirement or death or the career average as a full-time Firefighter, whichever is greater. A year is defined as 12 consecutive months. Please note that the Average Final Compensation used to calculate your benefit is generally determined as of September 30, 2013, the date of the plan freeze; however, your Average Final Compensation may be reduced at termination of employment if available accrued leave balances at termination of employment are less than the available balances at the time of the plan freeze.

"Salary" is total compensation for services rendered to the Town as a Firefighter reportable on your W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions. For the purpose of determining a member's frozen accrued benefit, salary shall include any payments of accrued leave that would have been included in the member's salary if the member retired prior to September 30, 2013 or if less, the actual amount of leave accrued at separation of employment.

Please be aware that an amendment to the definition of salary, in Chapter 175/112 Florida Statutes, has been adopted by the State Legislature and becomes effective on July 1, 2011, or for plans that are collectively bargained, becomes effective the date that the first collective bargaining agreement is entered into on or after July 1, 2011. Overtime up to, but not exceeding, 300 hours per year shall be included, but any payments for accrued unused sick or annual leave that was accrued after the above effective date, may not be included in the retirement calculation.

The normal retirement benefit is calculated by multiplying 3.5% times years of credited service times your average final compensation: $(3.5\% \times CS \times AFC = \text{normal retirement benefit})$. For this purpose, Credited Service and Average Final Compensation are generally determined as of September 30, 2013.

The benefit is paid to you for your life, but you or your beneficiary shall receive at least 120 monthly benefit payments in any event.

C. Cost of Living Adjustment. The monthly amount payable to service retirees who retire on or after October 1, 2000, their joint pensioners or beneficiaries, if applicable, shall be subject to a cost-of-living adjustment commencing on the first October 1st following 5 complete years of receiving retirement income payments. Participants retiring after September 30, 2013 must meet the requirements

described in section 3 to be eligible. The cost-of-living adjustment shall be 3% of the previous year's benefit amount. Disability retirees and terminated vested persons shall not receive cost-of-living adjustments.

D. Supplemental Benefit. In addition to the benefits provided for above, all normal and early retirees who retire on or after October 1, 2007, will receive an additional supplemental monthly benefit of \$10.00 per month for each year of credited service payable to the retiree to age 65. For this purpose, Credited Service is determined as of September 30, 2013. However, this Supplemental Benefit will not be guaranteed for 10 years or be subject to any Cost of Living Adjustments and will not include Disability Retirees, joint pensioners or beneficiaries.

E. Other Retirement Options. At retirement, certain additional options are available as follows:

- (1) Optional Forms of Retirement. In lieu of the amount and form of retirement income payable under normal and early retirement, you may elect to receive a retirement benefit in a different form so long as the form you elect is of equal actuarial value as the normal benefit. The optional forms of benefits which are available are:
 - (a) A retirement income of a monthly amount payable to you for your lifetime only.
 - (b) A retirement income of a modified monthly amount, payable to you during your lifetime and following your death, 100%, 75%, 66 2/3% or 50% of such monthly amount payable to a joint pensioner for his lifetime.
 - (c) If you retire prior to the time at which social security benefits are payable, you may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of retirement.
 - (d) A lump sum amount, however, if you were hired after April 1, 1992, the Board shall not approve a request for a lump sum distribution to you, your joint pensioner or Beneficiary in an amount in excess of \$5,000.
- (2) Deferred Retirement Option Plan (DROP).
 - (a) If you become eligible for normal retirement, and are still employed by the Town as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional three years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the Town not later than 3 years from the commencement of DROP participation.

- (b) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. You may elect to have your account credited or debited with an investment return or loss equal to the net investment return realized by the System for that quarter. In the alternative a DROP participant may select, at the participant's option a fixed rate money market account, as established by the board of trustees. Such option shall be available at any time during the 36-month DROP period as an irrevocable one-time option.
- (c) At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.
- (d) Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.
- (e) Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
- (f) Additional information about the DROP can be obtained from the Board.

F. Disability Retirement. You are considered disabled when you become totally and permanently unable to perform useful and efficient service as a Firefighter. A written application is made to the Board of Trustees for a disability pension and the Board of Trustees receives evidence of the disability and decides whether or not the pension is to be granted. If the pension is granted, the benefit amount shall be:

- (1) If the injury or disease is service connected, you shall be entitled to a benefit equal to 3.5% of your average final compensation multiplied by your total years of credited service, but in any event the minimum amount paid shall be 42% of your average final compensation.
- (2) If the injury or disease is not service connected, a benefit equal to 3.5% of your average final compensation multiplied by your total years of credited service. This non-service connected benefit is only available if you have at least 10 years of credited service.

For this purpose, Credited Service and Average Final Compensation are generally determined as of September 30, 2013.

Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the Town for medical reasons may apply for a disability benefit within 30 days after termination.

Your disability benefit terminates upon the earlier of death, with 120 payments guaranteed, or recovery. You may, however, select a "life only" or "joint and survivor" optional form of benefit as described above under "Optional Forms of Retirement".

Any condition or impairment of health caused by hypertension or heart disease resulting in death or total and permanent disability is presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence; provided that you have successfully passed a physical examination on entering into service and there is no evidence of the condition at that time.

For conditions diagnosed on or after January 1, 1996, if you suffer a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, which results in total and permanent disability, it shall be presumed that the disability is in the line of duty, unless the contrary is shown by competent evidence as provided for in Section 112.181, Florida Statutes, provided that the statutory conditions have been met.

To receive disability benefits, you must establish to the satisfaction of the Board, that such disability was not occasioned primarily by:

- (1) Excessive or habitual use of any drugs, intoxicants or narcotics.
- (2) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (3) Injury or disease sustained while serving in any branch of the Armed Forces.
- (4) Injury or disease sustained after your employment as a Firefighter with the Town of Longboat Key shall have terminated.
- (5) Injury or disease sustained while working for anyone other than the Town and arising out of such employment.

As a disabled pensioner, you are subject to periodic medical examinations as directed by the Board to determine whether a disability continues. You may also be required to submit statements from your doctor, at your expense, confirming that your disability continues.

G. Reemployment After Retirement. If you retire under normal or early retirement and wish to be reemployed by the city, you should be aware that your ability to continue to receive your pension benefit upon reemployment may be restricted.

H. Death Before Retirement. If you die prior to retirement from the Fire Department with five or more years of credited service, your beneficiary shall be entitled to a benefit calculated as though you had retired on the date of your death. Your spouse beneficiary may, in lieu of a monthly benefit benefit, elect to receive a refund of your accumulated contributions.

I. Termination of Employment and Vesting. If your employment is terminated, either voluntarily or involuntarily, you are 100% vested in the frozen accrued benefit determined as of September 30, 2013, payable according to the provisions described in Section 3.

The Internal Revenue Code provides that certain eligible lump sum distributions from the pension system may be directly rolled over into qualified individual retirement accounts, annuities or certain other pension plans. A 20% withholding shall be required on taxable portions of such lump sum distributions not directly transferred to a new custodian.

J. Additional Credited Service. In addition to credited service actually earned in the employment of the Fire Department, you may also receive credited service as follows:

- (1) "Buy-Back" for Prior Fire Service. The years or fractional parts of years that you previously served as a firefighter with the Town of Longboat Key during a period of previous employment and for which period

accumulated contributions were withdrawn from the Fund shall be added to your years of credited service provided that within the first 90 days of your reemployment you pay into the plan the withdrawn contributions with interest.

If, after 90 days from your reemployment you have failed to purchase credited service pursuant to the previous paragraph or if you served as a full-time paid firefighter for any other municipal, county or state law enforcement agency in the State of Florida, you will receive credited service only if:

- (a) You contribute to the Fund a sum equal to an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of credited service.
 - (b) Your request shall be made only once on or before the later of 18 months from the effective date of the ordinance adopting this section or 18 months from the date of your employment with the Town Fire Department.
 - (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
 - (d) The maximum credit under this subsection for service other than with the Town of Longboat Key when combined with credited service purchased for military service prior to employment, shall be five (5) years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the Town of Longboat Key and such credit shall count for all purposes, including vesting.
 - (e) In no event, however, may credited service be purchased pursuant to this subsection for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 34.27, subsection (K)(2). of the plan document.
- (2) "Buy-Back" of Time Lost Due to Absences Authorized by the Family and Medical Leave Act. If you are absent on unpaid leave under the Family & Medical Leave Act, you may purchase lost credited service by making an actuarially determined contribution to the Plan, such that there is no cost to the Plan in allowing such credited service, within strict time periods provided for in the plan document.
- (3) "Buy-Back" for Military Service Prior to Employment. The years or fractional parts of years that you serve or have served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the Town of Longboat Key Fire Department shall

be added to your years of credited service provided that:

- (a) You contribute to the Fund a sum equal to an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of credited service.
 - (b) Your request shall be made only once on or before the later of 18 months from the effective date of the ordinance adopting this section or 18 months from the date of your employment with the Town Fire Department.
 - (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
 - (d) The maximum credit under this subsection when combined with credited service purchased for service with an employer other than the Town of Longboat Key shall be 5 years and shall count for all purposes except vesting and eligibility for not-in-line of duty disability benefits.
- (4) Rollovers or Transfers of Funds to Purchase Service. In the event you are eligible to purchase additional credited service as provided above, you may be eligible to rollover or transfer funds from another retirement program in which you participate (traditional IRA, deferred compensation plan maintained by a government employer 457 plan, 401k plan, profit sharing plan, defined benefit plan, money purchase plan, annuity plan or tax sheltered annuity) in order to pay all or part of the cost of purchasing such additional credited service.

K. Contributions and Funding. The Town is paying the portion of the cost of the pension plan over and above your contributions and any amounts received from the state insurance rebates. You contribute 10% of your salary to the Plan. Your contribution will be excluded from your gross income for withholding purposes so you will realize income tax benefits.

L. Maximum Benefits. In no event will the annual benefits paid from this Plan exceed \$200,000.00 annually, subject to certain cost of living adjustments and actuarial reductions, under certain circumstances, prior to age 62 as set forth in Section 415 of the Internal Revenue Code.

If you began participation for the first time on and after January 1, 1980, you cannot receive a benefit in excess of 100% of your average final compensation.

M. Forfeiture of Pension. If you are convicted of the certain crimes listed in the Plan committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the Plan, except for the return of your contributions as of the date of your termination.

N. Conviction and Forfeiture: False, Misleading or Fraudulent Statements.

It is unlawful for you to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

If you violate the previous paragraph, you commit a misdemeanor of the first

degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for a violation described above, you or your beneficiary may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which you would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

O. Claims Procedure Before the Board. You may request, in writing, that the Board review any claim for benefits under the Plan. The Board will review the case and enter a decision as it deems proper within not more than 180 days from the date of the receipt of such written request, or in the case of a disability claim, from receipt of a medical release and completed interrogatories. The time period may be extended if you agree to the extension.

The Board's decision on your claim will be contained in an order which will be in writing and will include:

- (1) The specific reasons for the Board's action;
- (2) A description of any additional information that the Board feels is necessary for you to perfect your claim;
- (3) An explanation of the review procedure next open to you which includes a formal evidentiary hearing.

4. NON-FORFEITURE OF PENSION BENEFITS

A. Liquidation of Pension Fund Assets. In the event of repeal, or if contributions to the Fund are discontinued by the Town, there will be a full vesting of benefits accrued to date of repeal.

B. Interest of Members in Pension Fund. At no time prior to the satisfaction of all liabilities under the Plan shall any assets of the Plan be used for any purpose other than for the Fire fighters' exclusive benefit. In any event, your contributions to the Plan are non-forfeitable.

5. VESTING OF BENEFITS

Your retirement benefits are fully vested.

6. APPLICABLE LAW

The Plan is governed by certain federal, state and local laws, including, but not limited to the following:

- A. Internal Revenue Code and amendments thereto.
- B. Chapter 175, Florida Statutes, "Municipal Firefighters' Retirement Trust Funds"
- C. Part VIII, Chapter 112, Florida Statutes, "Actuarial Soundness of Retirement Systems"
- D. Ordinances of the Town of Longboat Key.
- E. Administrative rules and regulations adopted by the Board of Trustees.

7. PLAN YEAR AND PLAN RECORDS

The Plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the Plan are maintained on the basis of the Plan year.

8. APPLICABLE PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS

There is a current collective bargaining agreement between the Town and the Firefighters'. Pension benefits are bargainable.

9. FINANCIAL AND ACTUARIAL INFORMATION

A report of pertinent financial and actuarial information on the solvency and actuarial soundness of the Plan has been prepared by the Pension Plan's actuary, Foster & Foster , Inc., and is attached as Exhibit "B".

10. DIVORCE OR DISSOLUTION OF MARRIAGE/EX-SPOUSES AS BENEFICIARY OR JOINT PENSIONER

Federal and state law provides certain restrictions regarding the payment of your pension benefits in the event of your divorce or dissolution of marriage. Immediately upon your involvement in such a legal proceeding, you should provide a member of the Board of Trustees with the name and address of your attorney or your name and address if you have no attorney. The Board's attorney will then provide you or your attorney with information concerning the legal restrictions regarding your pension benefits. In addition, a copy of any proposed order must be submitted to the Board prior to entry by the court. Failure to do so may require you to pay any expenses incurred by the Board in correcting an improper court order. The Florida Legislature has adopted Section 732.703, Florida Statutes. This law nullifies the designation of your ex-spouse as a Beneficiary or Joint Annuitant / Joint Pensioner on your pension plan retirement benefits. This law went into effect on July 1, 2012. After July 1, 2012, if you want your ex-spouse to be a beneficiary or joint annuitant/joint pensioner for your plan benefit, you will have to make that designation AFTER the dissolution of marriage. If you currently have an ex-spouse as a beneficiary or joint annuitant/joint pensioner, and want to keep this designation, you will have to designate the ex-spouse again after July 1, 2012. To reconfirm your current beneficiary, or to designate a new beneficiary, complete a prescribed Beneficiary Form.

11. AGENT FOR SERVICE OF LEGAL PROCESS

The attorney for the Board of Trustees is designated as agent for the service of legal process. His address and telephone number are:

Ron Cohen
Rice Pugatch Robinson Storfer & Cohen PLLC
101 NE Third Avenue, Suite 1800
Fort Lauderdale, FL 33301

EXHIBIT "A"

BOARD OF TRUSTEES

The names and addresses of the members of the Board of Trustees are:

Steve Branham, Chair
3350 Gulf of Mexico Dr
Longboat Key FL 34228

Pete Cummings
501 Bay Isles Road
Longboat Key FL 34228

Frank Cona, Vice Chair
3070 Grand Bay Blvd, 644
Longboat Key FL 34228

Joe Fabrizio
4540 Gulf of Mexico Dr F-PH5
Longboat Key FL 34228

Thomas Batchelor

Sandi Henley
501 Bay Isles Road
Longboat Key FL 34228

Chris Skinner
Patrol Captain
Longboat Key Police Department
5460 Gulf of Mexico Dr
Longboat Key FL 34228

Rabbi Kasdan
2020 Harbourside Drive Unit 441
Longboat Key FL 34228

Andrew Sawyer

EXHIBIT "B"