

## EXHIBIT "A"

### ST. LUCIE COUNTY FIRE DISTRICT FIREFIGHTERS' PENSION TRUST FUND

#### **Section 1. Creation of Pension Trust Fund.**

The St. Lucie County Fire District hereby creates the St. Lucie County Fire District Firefighters' Pension Trust Fund for the purpose of providing retirement, death and disability benefits to Firefighters who are Members of this Fund, certain former St. Lucie County Fire District Firefighters and survivor benefits to beneficiaries. All assets of every description and liabilities held for the benefit of the Firefighters of the Ft. Pierce Retirement and Benefit Plan and the assets and liabilities of the Chapter 175 Firefighters Supplemental Pension Trust Fund shall be combined and merged into the St. Lucie County Fire District Firefighters' Pension Trust Fund.

#### **Section 2. Definitions.**

1. Statement of Definitions. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means a Member's own contributions without interest.

Actuarial Equivalent means a benefit or amount of equal value, based upon the mortality tables utilized by the Board's actuary or actuaries, and an 8% rate of interest.

Base Pay means the annual salary for the firefighter's pay step within the pay grade assigned to the firefighter's regular job classification as provided in the pay plan attached to the collective bargaining agreement between the Fire District and the Union.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no designation is in effect, or if no person so designated is living, at the time of death of the Member, the beneficiary shall be the estate of the Member.

Board or Board of Trustees mean the Firefighter Board of Trustees, which shall administer and manage the Pension Trust Fund herein provided for and serve as Trustees of the Fund for the benefit of the Fire District Firefighters and their beneficiaries.

Chapter means Chapter 175 of the Florida Statutes as amended from time to time.

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Code means the Internal Revenue Code of 1986, as amended from time to time.

Compensation, Salary, or Pensionable Wages means wages paid a firefighter for personal service rendered to the Fire District including:

- (1) Base pay;
- (2) Incentive pay;
- (3) Longevity pay and shift premium;
- (4) Overtime pay;
- (5) Base salary or wages while absent from work on account of vacation, holiday, illness or other authorized paid leave;
- (6) Payments in consideration of unused sick and vacation time, except that effective October 1, 2018, Members who enter into the DROP with less than ten (10) consecutive years of service, will not have payments for accumulated sick leave included in pensionable wages and vacation leave payments which are included as pensionable wages are capped at twice the annual accrual;
- (7) Supplemental Compensation pay;
- (8) Bonus Pay; and
- (9) Beginning with earnings paid after December 31, 2008 and pursuant to Internal Revenue Code Section 414(u)(7), the definition of *Compensation* includes amounts paid by the District as differential wages to members who are absent from employment while serving in qualified military service.

Compensation shall not include any salary, wage or other remuneration not specifically designated in this definition as included in compensation.

Credited Service means the total number of years and fractional parts of years of service as a Firefighter for the Fire District and for which the Firefighter has made contributions to the Trust Fund, omitting intervening years or fractional parts of years when such Firefighter may not have been employed by the Fire District. A plan Member may voluntarily leave his/her contribution in the Fund for a period of five (5) years after leaving the employ of the Fire District pending the possibility of being rehired in a full time position by the Fire District without losing credit for the time of active participation as a plan member. Should the employee not be re-employed with the Fire District in a full time capacity within five (5) years, his/her contributions shall be returned to him/her without interest. Should a Firefighter be subsequently re-employed as such, he or she may repurchase his or her years of credit or fractional parts of years of credit by reimbursing such returned contribution to the Fund, with interest.

Credited service includes those years and fractional parts of years of service which

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were recognized for individual Firefighters under the City of Ft. Pierce Retirement and Benefit Plan.

The years or fractional parts of years that a Firefighter serves in the military service of the Armed Forces of the United States or the United States Merchant Marine, involuntarily or voluntarily, upon being granted leave by the Fire District and separation from employment as a Firefighter plan member, shall be added to his/her years of credited service for all purposes including vesting, provided that:

- A. The Firefighter must return to his/her full time employment with the Fire District within one (1) year from the date of his/her military discharge, except that effective January 1, 2007, firefighters who die or become disabled while serving on active duty military service shall be entitled to the rights of this section even though such member was not re-employed by the District as a firefighter. Members who die or become disabled while on active duty military service shall be treated as though re-employed as a firefighter the day before the member became disabled or died, and then considered for entitlement for a non-duty death or non-duty disability benefit.
- B. The maximum credit for military service shall be five (5) years.

Effective Date means **October 18, 2006** ~~the date on which this Resolution becomes effective.~~

Final Average Salary shall mean one-twelfth (1/12) of the average salary of the four (4) best years of the last ten (10) years of credited service prior to retirement, termination, or death or the career average as a full time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months. The four (4) years need not be consecutive.

Fire District means the Board of Commissioners of the St. Lucie County Fire District.

Firefighter means an actively employed full-time person employed by the Fire District, including his/her initial probationary employment period, who is certified or required to be certified as a Firefighter as a condition of employment in accordance with the provisions of 633.35 Florida Statutes, including paramedic, and whose duty is to extinguish fires, to protect life and to protect property. The term "Firefighter" includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

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Fund means the Trust Fund established herein.

Member means an actively employed Firefighter that fulfills the applicable prescribed membership requirements.

Spouse means the lawful wife or husband of a plan member at the time of pre-retirement, death or retirement.

Vested deferred retirement means: (1) For Members employed before October 1, 2014, and who leave the employ of the Fire District with 5 or more years of credited service and who is not eligible for any retirement benefit. (2) For Members hired on and after October 1, 2014, and who leaves the employ of the Fire District with 10 or more years of credited service and who is not eligible for any retirement benefit. This benefit is payable at early or normal retirement.

2. Masculine Gender. The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

### **Section 3. Membership.**

1. Condition of Eligibility

All full time Firefighters as of the effective date, and all future new full time Firefighters shall become Members of this Pension Trust Fund as a condition of employment, except that participation in this system is optional for the Fire Chief.

2. Past Service

All full time Firefighters as of the effective date shall be entitled to include as years of credited service those years for which the Firefighter was entitled to a benefit through the City of Fort Pierce Retirement and Benefit System.

3. Firefighter Retirees from City of Ft. Pierce Retirement and Benefit System

All benefits paid to Firefighter retirees from the City of Ft. Pierce Retirement and Benefit System are hereby liabilities of this Fund. These benefits shall be and shall continue to be paid from this System as if originally granted from this Fund. Retirees are not Members of this Fund.

#### **Section 4. Board of Trustees.**

1. The sole and exclusive administration of and responsibility for the proper operation of the retirement system and for making effective the provisions of this Resolution is hereby vested in a Board of Trustees. However, no amendment to this retirement plan shall be proposed for adoption unless the proposed plan or amendment contains an actuarial estimate of the costs involved. No such proposed plan or proposed plan change shall be adopted without the approval of the Fire District. The Trustees shall meet quarterly each fiscal year.

The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of St. Lucie County, who shall be appointed by the Fire District, two (2) of whom shall be full-time firefighters of the Fire District and who are elected by the active firefighters who are members of the Plan. The fifth (5<sup>th</sup>) Trustee shall be selected by a majority vote of the other four (4) Trustees. Each person seeking to fill a designated employee representative Board member seat shall be separately elected by the full-time firefighters. Upon receipt of the fifth (5<sup>th</sup>) person's name the Fire District shall, as a ministerial duty, appoint such person to the Board as its fifth (5<sup>th</sup>) Trustee. The fifth (5<sup>th</sup>) Trustee shall have the same rights as each of the other Trustees appointed or elected as herein provided and shall serve a two (2) year term unless the office is sooner vacated and may succeed himself or herself in office. Each resident Trustee shall serve as Trustee for a period of two (2) years unless sooner replaced by the Fire District at whose pleasure the Trustee shall serve, and may succeed himself or herself as a Trustee. Each Firefighter Trustee shall serve as Trustee for a period of two (2) years, unless he/she sooner ceases to be a firefighter or otherwise vacates his/her office as Trustee, whereupon a successor shall be chosen in the manner as the departing Trustee. Each employee representative Trustee may succeed himself or herself in office. The Board shall meet at least quarterly each year. Such Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

2. The Board shall, by majority vote, elect a chairman and secretary. The secretary of the Board shall keep, or cause to be kept, a complete minute book of the actions, proceedings, or hearings of the Board and shall preside over Board meetings in the absence of the Chairman. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one vote. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to abstain from voting as the result of a conflict of interest provided that Trustee states in writing the nature of the conflict and complies with the provisions of Section 112.3143, Florida Statutes.

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4. The Board of Trustees shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the Retirement Pension Trust Fund to administer and manage their funds and to meet the requirements of applicable law. The compensation of all persons engaged by the Board of Trustees and all other expenses of the Board necessary for the operation of the Retirement Pension Trust Fund shall be paid from the Fund they administer and manage at such rates and in such amounts as the Board of Trustees shall approve.

5. The duties and responsibilities of the Board of Trustees shall include, but not necessarily be limited to, the following:

- A. To construe the provisions of the Pension Trust Fund and determine all questions arising thereunder.
- B. To determine all questions relating to eligibility and participation.
- C. To determine and certify the amount of all retirement allowances or other benefits hereunder.
- D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the Pension Trust Fund.
- E. To distribute to Members, at regular intervals, information concerning the Pension Trust Fund.
- F. To receive and process all applications for participation and benefits.
- G. To authorize all payments whatsoever from the Fund and to notify the disbursing agent, in writing, of approved pension payments and other expenditures arising through operation of the Pension Trust Fund and the Fund.
- H. To have performed actuarial studies in accordance with Florida Statute 112.63 providing a copy of the same to the Division of Retirement, and with at least biennial valuations, and make recommendations regarding and all changes in the provisions of the Pension Trust Fund.
- I. Ensure compliance with Article X, Section 14, of the Florida Constitution, requiring that any increase in benefits be funded on an actuarially sound basis.

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- J. Ensure the completion of an actuarial impact statement prior to the adoption of a change in the plan's retirement benefits, a copy of which must be provided to the Division of Retirement.
- K. To comply with the Chapter.
- L. To ensure the funds and assets for the benefit of the employee groups they serve are segregated and separated from the funds and assets under the control of the Board.
- M. To perform such other duties as are specified in this Resolution and generally do all acts which the Trustees may deem necessary or desirable for the protection of the Trust Fund.
- N. To adopt and be guided by Statements of Investment Policy applicable to all funds under the control the Board of Trustees as required from time to time by F.S. 112.661, et seq., and/or its successor statutes.

## **Section 5. Finance And Fund Management.**

### **Establishment and Operation of Fund**

1. As part of the Pension Trust Fund, there is hereby established a Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the Pension Trust Fund, for the benefit of Firefighters to be administered and managed by the Board.

2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board of Trustees. Payment of benefits and disbursements from the Fund shall be made only upon written authorization from the Board. Such written authorization shall require the signature of the Chairman and Secretary.

3. All funds and securities of the Fund may be deposited by the Board of Trustees with the Treasurer of the Fire District, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent that as he is liable for the safekeeping of funds for the Fire District. However, any funds and securities so deposited with the Treasurer of the Fire District shall be kept in separate funds by the Treasurer or clearly identified as such funds and securities of the Firefighter Trust Fund. In lieu thereof, the Board of Trustees shall deposit the funds and securities of the Fund in a qualified public depository or depositories as defined in Section 280.02, Florida Statutes, which depository or depositories with regard to such funds and securities shall conform to and be bound by

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all of the provisions of Chapter 280, Florida Statutes.

4. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank or banks, an investment advisor or advisors registered under Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager or managers shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all fund assets.

5. Accurate records shall be maintained at all times reflecting the financial composition of the Fund including accurate current accounts and entries as regards the following:

- A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and
- B. Receipts and disbursements, and
- C. Benefit payments, and
- D. Current amounts clearly reflecting all moneys, funds and assets whatsoever attributable to contributions and deposits from the Fire District, County or State, and
- E. All interest, dividends and gains (or losses) whatsoever, and
- F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.
- G. Such other entries as required by the Chapter.

6. An independent audit shall be performed annually by a certified public accountant for the most recent fiscal year of the Pension Trust Fund showing a detailed listing of assets and a statement of all income and disbursements during the year for each Fund. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect complete evaluations of assets on both a cost and market basis, as well as other items normally included in a certified audit.

7. The Board of Trustees shall have the following investment powers and authority:

- A. The Board of Trustees shall be vested with full legal title to the Fund.



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No amendment or Fund termination shall ever result in the use of any assets of the Fund except for the payment of regular expenses and benefits under this Pension Trust Fund. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held in the Fund and administered by the Board or its Agents.

- B. The Board shall have the power and authority to invest and reinvest the moneys of the Fund and to hold, purchase, sell, assign, transfer, and dispose of any securities and investments held in the Fund, including the power and authority to employ counseling or investment management services. The aim of the investment policies shall be to preserve the integrity and security of Fund principal, to maintain a balanced investment portfolio, to maintain and enhance the value of the Fund principal, and to secure the maximum total return on investments that is consonant with safety of principal, provided that such investments and reinvestments shall be limited only by the investments permitted by the investment policy guidelines adopted by the Board in accordance with Florida law. Notwithstanding the foregoing, investments in foreign investments are limited in accordance with section 175.071(1)(b)4, Florida Statutes. The Board members must discharge these duties with respect to the Plan solely in the interest of the participants and beneficiaries and;
- (1) For the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
  - (2) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
  - (3) By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
- C. The Board of Trustees may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the Pension Trust Fund.
- D. No person or entity shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any

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loss or diminishment of the Fund, except that due to his/her or its own negligence, willful misconduct or lack of good faith.

- E. The Board may cause any investment in securities held to be registered in or transferred into their name as Trustee or into the name of such nominee as they may direct, or they may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Trust Fund.
- F. The Board is empowered to vote upon any stocks, bonds or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalization, consolidations and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part of all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be the best interest of the Fund to exercise. This responsibility may be delegated to an Agent for the Board.
- G. The Board shall not be required to make any inventory or appraisal or report to any court, nor secure any order of court for the exercise of any power contained herein.
- H. Where any action which the Board is required to take on any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this Resolution, can reasonably be taken or performed only after receipt by it from a Member, the Fire District, the Department or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.
- I. **The Board shall correct errors in the records of the Fund.** Any overpayments or underpayments from a Fund to a Member or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board. Overpayment

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shall be charged against member's payments next succeeding the correction. Underpayments shall be made up from the Trust Fund.

- J. The Board shall sustain no liability whatsoever for the sufficiency of a Fund to meet the payments and benefits herein provided.
- K. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized Agents, provided that the Board at all times maintains continuous supervision over the acts of any such Agent; provided further, that legal title to the Fund shall always remain in the Board of Trustees.
- L. The Board shall maintain Fiduciary Liability insurance to cover the members of the Board of Trustees.
- M. Notwithstanding anything else in this subsection and as provided in Florida Statutes §215.473, the **Board** ~~board of trustees~~ must identify and publicly report any direct or indirect holdings it may have in any scrutinized company, as defined in that section. Beginning January 1, 2010, the Board must proceed to sell, redeem, divest, or withdraw all publicly traded securities it may have directly in that company. The divestiture of any such security must be completed by September 30, 2010. The **Board** ~~board~~ and its named officers or investment advisors may not be deemed to have breached their fiduciary duty in any action taken to dispose of any such security, and the **Board** ~~board~~ shall have satisfactorily discharged the fiduciary duties of loyalty, prudence, and sole and exclusive benefit to the participants of the pension fund and their beneficiaries if the actions it takes are consistent with the duties imposed by Florida Statutes §215.473, as provided for in Florida Statutes 175.071(8) and the manner of the disposition, if any, is reasonable as to the means chosen. For purposes of determining which companies are scrutinized companies, the Board may utilize the list of scrutinized companies as developed by the Florida State Board of Administration. No person may bring any civil, criminal, or administrative action against the **Board** ~~board of trustees~~ or any employee, officer, director, or advisor of such pension fund based upon the divestiture of any security pursuant to this subsection.

## **Section 6. Contributions.**

### **1. Member Contributions**

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A. Amount. Per the provisions of the Collective Bargaining Agreement between the Fire District and IAFF Local 1377:

- (1) Effective the first full payroll period after October 1, 2016, the Members shall contribute 4% of Pensionable Wages towards the Plan including Members in the DROP. DROP Member contributions will be used to offset the unfunded actuarial liability in the Plan.
- (2) Effective the first full payroll period after October 1, 2018, the Members shall contribute 5% of Pensionable Wages towards the Plan. Members entering DROP on and after October 1, 2018, shall contribute 5% of Pensionable Wages towards the Plan. DROP Members with an entry date prior to October 1, 2018, shall continue to contribute 4%. DROP Member contributions will be used to offset the unfunded actuarial liability in the Plan.
- (3) Effective the first full payroll period after October 1, 2019, the Members shall contribute 6% of Pensionable Wages towards the Plan. Members entering DROP on and after October 1, 2019, shall contribute 6% of Pensionable Wages towards the Plan. Contributions for DROP Members with an entry date prior to October 1, 2019, will not change from the contribution rate at their date of entry to the DROP. DROP Member contributions will be used to offset the unfunded actuarial liability in the Plan.

Member contributions withheld by the Fire District on behalf of the Member shall be deposited with the Board of Trustees immediately after the withholding of such contributions. The contributions made by each Member to the Fund shall be designed as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. No Member has the right to opt out of the "pick-up," or to receive the contributed amounts directly instead of having them paid by the Fire District to the Plan. For all other purposes of the Plan, such contributions shall be considered to be Member contributions.

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B. Method. Such contributions shall be made by payroll deduction and shall be deposited to the Fund immediately after each pay period.

2. State Contributions

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Firefighters shall be deposited immediately in the Trust Fund and under no circumstances more than five (5) days after receipt by the Fire District. Beginning October 1, 2007, 100% of the 175 money in excess of \$1,919,728.00 annually shall be used to fund the full cost of extra benefits for the Firefighters in the Plan. These extra benefits are Monthly Supplemental Benefit increase provided for in this Resolution 479-08, the four year Final Average Salary, and the early entry into the DROP. To the extent that the excess 175 monies are insufficient to pay for the cost of these benefits, the benefits shall be reduced prospectively to an amount which the excess 175 funds can support, but in no event shall the benefit be reduced below the benefits in effect on September 30, 2007. Notwithstanding any other provision of this Section, for the Fire District Contribution to be made in the 2016/2017 fiscal year, the Fire District may use \$600,000 of the reserve 175 money to offset its contributions to the Pension Fund by mutual consent of the Fire District and the Union as set forth in the Collective Bargaining Agreement between the Fire District and IAFF Local 1377. Further, notwithstanding any other provision of this Section, for the Fire District Contribution to be made in the 2019/2020 fiscal year, the Fire District ~~may~~ shall use any contributions in excess of \$1,919,728.00 of the 175 money to offset its contributions to the Pension Fund by mutual consent of the Fire District and the Union as set forth in the Collective Bargaining Agreement between the Fire District and IAFF Local 1377 and such use of the State Funds will not reduce or otherwise affect any benefit provided for in this Plan to allow such an offset.

Except as expressly provided for herein, the Fire District and the Union mutually consent to all additional excess 175 funds being used to help pay for additional benefits for those Retirees who have separated from service, or to offset employees' contributions to the appropriate Pension Trust Plan.

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3. Fire District Contributions

So long as this Pension Trust Fund is in effect, the Fire District shall make contributions at least quarterly to the Trust Fund in an amount equal to the normal cost and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in Part VII of Chapter 112, Florida Statutes.

4. Other

Private donations, gifts and contributions may be deposited to the Fund, but such deposits must be kept separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board of Trustees, and may not be used to reduce what would have otherwise been required by Fire District contributions.

**Section 7. Benefit Amounts and Eligibility.**

1. Normal Retirement Date

A Member's normal retirement date shall be the first day of the month coincident with, or the next following the earlier of:

- A. attainment of age fifty-five (55) and the completion of five (5) years of credited service for Members who were employed prior to October 1, 2014. For Members hired on or after October 1, 2014, this normal eligibility is attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or
- B. completion of twenty-five (25) years of credited service, regardless of age.

A Member may retire on his/her normal retirement date or on the first day of any month thereafter, and each Member shall become 100% vested in his/her accrued benefit on the Member's normal retirement date. Normal retirement under the Plan is retirement from employment with the Fire District as a Firefighter on or after the normal retirement date.

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## 2. Normal Retirement Benefit

A Member retiring hereunder on or after his/her normal retirement date shall receive a monthly benefit which shall commence on his/her Retirement Date and the last payment will be the payment due next preceding the firefighter's death. In the event the firefighter dies after retirement but before he or she has received retirement benefit payments for a period of 10 years, then the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the firefighter until a total of 120 monthly payments have been made to the firefighter and beneficiary combined for the balance of such 10-year period. The monthly retirement benefit shall equal 3.0% of the member's final average salary times the Member's years of credited service.

## 3. Early Retirement Date

A Member hired prior to October 1, 2014, may retire on his/her early retirement date which shall be the first day of any month coincident with or next following the later of the attainment of age fifty (50) and the completion of five (5) years of credited service. A Member hired on or after October 1, 2014, may retire on his/her early retirement date which shall be the first day of any month coincident with or next following the later of the attainment of age fifty (50) and the completion of ten (10) years of credited service. Early retirement under the Plan is retirement from employment with the Fire District on or after the early retirement date and prior to the normal retirement date.

## 4. Early Retirement Benefit

A Member retiring hereunder on his/her early retirement date may receive either a deferred or an immediate monthly retirement benefit payable for life. In the event the Member dies after retirement but before he or she has received retirement benefit payments for a period of 10 years, then the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the firefighter until a total of 120 monthly payments have been made to the firefighter and beneficiary combined for the balance of such 10-year period, as follows:

- A. A deferred monthly retirement benefit which shall commence on what would have been his/her normal retirement date had he/she remained a Firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his/her normal retirement date except that credited service and average final compensation shall be determined as of his/her early retirement date; or

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- B. An immediate monthly retirement benefit which shall commence on his/her early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, which is actuarially reduced from the amount to which he/she would have been entitled had he/she retired on his/her normal retirement date and with the same number of years of credited service as at the time his/her benefit commence and based on his/her average final compensation at that date. In no event shall the early retirement reduction exceed three percent (3%) for each year by which the commencement of benefits precedes the Member's normal retirement date.

#### **Section 8. Pre-retirement Death.**

If a plan member dies prior to retirement from the Fire District his/her beneficiary shall receive a benefit as follows:

- 1. Line-of-Duty-Death.

- A. If a member dies and the retirement board finds (1) that the member's death is the result of a personal injury or disease arising solely and exclusively out of and in the course of the member's actual performance of duty in the employ of the Fire District, and (2) that worker's compensation is granted on account of the member's death, the applicable annuities provided in paragraphs (1), (2) and (3) below shall be paid, subject to subsection (b) of this section.

(1) The surviving spouse of the deceased Member shall be paid an annuity equal to his or her accrued benefit or 75% of his or her salary at the time of death, whichever is greater. The benefit shall be subject to offset for the amount of the workers' compensation award paid. Payment of the annuity shall begin with the month following the Member's death and shall terminate with the payment for the month in which occurs the surviving spouse's death.

- (a) If the deceased Member does not leave a surviving spouse, or if the surviving spouse dies, and the Member leaves an unmarried child or children under age 18, or age 24 if a full-time student, each child shall receive equal shares of the surviving spouse pension calculated in subparagraph (1). Upon any child's adoption, marriage, death or reaching age 18, or 24 if a full time



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student, the child's pension shall terminate and the monthly pension shall be reapportioned to the Member's remaining eligible children under age 18, or 24 if a full time student. Any pension payable under this subsection shall be paid to the child's legal guardian. These benefits are provided instead of the benefits provided under Section 8 1A(2).

- (b) If the deceased Member does not leave a surviving spouse, child, or children eligible to receive a pension, then the death benefit shall be paid to the estate of the deceased Member.
  - (c) In any of the cases mentioned in subsections (a)(1) through (3) of this subsection, the board may, in its sole discretion, direct that the actuarial value of the monthly payment be paid as a lump sum.
- (2) The deceased Member's unmarried child or children under age eighteen (18) years, or age 24 if a full time student, shall each be paid an annuity equal to the child's weekly workers' compensation award converted to a monthly basis. Payment of a child's annuity shall begin with the payment for the month following the month of termination of the child's worker's compensation period and shall terminate with the payment for the month in which occurs the child's adoption, marriage, attainment of age eighteen (18) years (age 24 if a full time student) or death, whichever occurs first.
- (3) The deceased member's financially dependent parents shall each be paid an annuity equal to the parent's weekly workers' compensation award converted to a monthly basis. Payment of a parent's annuity shall begin with the payment for the month following the month of termination of the parent's workers' compensation period and shall terminate with the payment for the month in which occurs the parent's remarriage or death.
- B. No annuities shall be paid under this section on account of the death of a member if any annuities become payable under Section 9 Disability on account of the member's death.
- C. In any event, the Line of Duty Death benefit shall be no less than that

provided by Florida Statutes Chapter 175.201.

**D. Rebuttable presumptions: The provisions of Sections 112.18, 112.181, and 175.231, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the resulting relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Fla. Stat.**

**E. Non-rebuttable Conclusive cancer presumption: The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules relating to this presumption and for the determination of any disqualifying events as reflected in Chapters 112 and 175, Fla. Stat.**

2. Non-Line-of-Duty Death Benefit.

- A. The spouse of a Member with 5 years of credited service who was hired prior to October 1, 2014 will receive the actuarial equivalent of the accrued normal retirement benefit paid for life under Option A. The spouse of a Member with ten (10) or more years of service who was hired on or after October 1, 2014, will receive the actuarial equivalent of the accrued normal retirement benefit paid for life under Option A.
- B. If the deceased Member does not leave a surviving spouse, or if the surviving spouse dies, and the Member leaves an unmarried child or children under age 18, or age 24 if a full-time student, each child shall receive equal shares of the surviving spouse pension calculated in paragraph (A). Upon any child's adoption, marriage, death or reaching age 18, or 24 if a full time student, the child's pension shall terminate and the monthly pension shall be reapportioned to the Member's remaining eligible children under age 18, or 24 if a full time student. Any pension payable under this subsection shall be paid to the child's legal guardian.
- C. If the deceased Member does not leave a surviving spouse, child, or children eligible to receive a pension, then the death benefit shall be paid to the estate of the deceased Member.

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- D. In any of the cases mentioned in subsections (2)A through C of this subsection, the board may, in its sole discretion, direct that the actuarial value of the monthly payment be paid as a lump sum.
- 3. In lieu of the benefits provided in 1 or 2 above, the beneficiary of a firefighter, with 5 or more years of service who dies prior to retirement, may receive the benefits otherwise payable to the firefighter at what would have been his/her early or normal retirement date for life under Option A.
- 4. In all cases, the Pre-Retirement Death benefit shall be at least the benefit provided by Florida Statutes Section 175.201.

### **Section 9. Disability.**

1. A Member hired prior to October 1, 2014 who has five (5) or more years of credited service, a Member hired on or after October 1, 2014 who has ten (10) or more years of credited service, or a Member who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the Fire District under the plan if the Member becomes totally and permanently disabled as defined in subsection (2) by reason of any cause other than a cause set out in subsection (3) on or after the effective date of the plan. Such retirement shall herein be referred to as "disability retirement."

2. A Member will be considered totally disabled if, in the opinion of the Board, he or she is wholly prevented from rendering useful and efficient service as a firefighter; and a Member will be considered permanently disabled if, in the opinion of the Board of trustees, he or she is likely to remain so disabled continuously and permanently from a cause other than is specified in subsection (3).

3. A Member will not be entitled to receive any disability retirement income if the disability is a result of:

- A. Excessive and habitual use by the Member of drugs, intoxicants, or narcotics;
- B. Injury or disease sustained by the Member while willfully and illegally participating in fights, riots, or civil insurrections or while committing a crime;
- C. Injury or disease sustained by the Member while serving in any armed

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forces. However, this exclusion does not affect members who have become disabled as a result of intervening military service under the federal Heroes Earnings Assistance and Relief Tax Act of 2008 (H.R. 6081; P.L. 110-245); or

- D. Injury or disease sustained by the Member after his or her employment has terminated.

4. No Member shall be permitted to retire under the provisions of this section until he or she is examined by a duly qualified physician or surgeon, to be selected by the Board for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any Member retiring under this section may be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons, to be selected by the Board for that purpose, to determine if such disability has ceased to exist.

5. If the board of trustees finds that a Member who is receiving a disability retirement income is no longer disabled, as provided herein, the Board shall direct that the disability retirement income be discontinued. "Recovery from disability" as used herein means the ability of the firefighter to render useful and efficient service as a firefighter.

6. If the Member recovers from disability and reenters the service as a firefighter, service will be deemed to have been continuous, but the period beginning with the first month for which he or she received a disability retirement income payment and ending with the date he or she reentered the service may not be considered as credited service for the purpose of this plan.

7. **Presumptions:**

**A. Rebuttable Presumptions:** Any condition or impairment of health of a Member caused by tuberculosis, hypertension, hepatitis, meningococcal meningitis or heart disease shall be presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence, provided that such Member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance. In order to be entitled to the presumption in the case of hepatitis, meningococcal meningitis, or tuberculosis the member must meet the requirements of Section 112.181, Florida Statutes. **The provisions of Sections 112.18,**

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**112.181, and 175.231, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the conduct of disability hearings resulting relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Fla. Stat.**

**B. Conclusive cancer presumption: The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules relating to this presumption and for the determination of any disqualifying events as reflected in Chapters 112 and 175, Fla. Stat.**

8. The Board shall have the power and authority to make the final decision regarding all disability claims.

9. Disability Benefits

A. The amount of a disability retirement annuity for both the duty and nonduty disability benefits shall be the accrued benefit as provided in section 7, subject to subsections (b) and (c) of this section. The benefit shall be payable for the Member's life. In the event the Member dies after retirement but before he or she has received retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the Member for the balance of such 10-year period until a total of 120 monthly payment have been made to the Member and beneficiary combined. In all cases, disability retirees may select from among the optional forms of benefits contained in Section 12.

B. If a member is retired on account of disability as provided in subsection (a) for a disability arising out of and in the course of the member's employment by the Fire District the following additional provisions shall apply:

(1) Subject to subsection (C), the amount of disability annuity under the standard form of payment during the member's duty disability period shall be seventy-five percent (75%) of the

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member's final average salary.

- (a) The member's duty disability retirement period begins on the date of the member's disability retirement;
- (b) The monthly retirement income to which a Member is entitled in the event of his or her disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determines such entitlement, and any portion due for a partial month shall be paid together with the first payment. The member's duty disability retirement period ends on the first to occur of the following dates:
  - (i) the date the member recovers; or
  - (ii) the end of the month in which the retired member dies; except that, in the event the Member dies after retirement but before he or she has received retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the Member for the balance of such 10-year period.
- (c) The amount of a disability retirement annuity shall not exceed the difference between one hundred (100) percent of the member's final average salary and the monthly equivalent of any weekly worker's compensation paid the retired member.
- (d) In no case shall the amount of the duty disability annuity under the standard form of payment for a Member be less than forty-two (42) percent of final salary. The non-duty disability annuity under the standard form of payment shall not be less than twenty-five (25) percent of final salary for a Member hired prior to October 1, 2014 and who has five (5) years of service or a Member hired on or after October 1, 2014 and who has ten (10) years of service. In all cases, ~~the Member~~ **Members who have less than 10 years of service** shall receive a minimum benefit of 2% of final average salary for each year

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**of service and Members who have 10 or more years of service shall receive a minimum benefit of 2.75% of final average salary for each year of service.**

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**Section 10. Monthly Supplemental Benefits.**

1. The following individuals are entitled to a payment of monthly supplemental pension benefit:

- A. A Member who terminates membership in the retirement system with five (5) or more years of credited service who was hired prior to October 1, 2014, or ten (10) years of credited service for a Member who was hired on or after October 1, 2014.
- B. The spouse of a Member hired prior to October 1, 2014 who dies with five (5) or more years of credited service while a Member of the retirement system or the spouse of a Member hired on or after October 1, 2014 who dies with ten (10) years of credited service while a member of the retirement system, except that no period of credited service is required if the Member's death is the result of personal injury or disease arising solely and exclusively out of and in the course of actual performance of duty as an employee of the Fire District.
- C. A Member who retires on account of disability if all the following requirements have been met:
  - (1) The member's disability arose solely and exclusively out of and in the course of actual performance of duty as an employee of the Fire District.
  - (2) The member is retired under the disability retirement provisions of this Pension Trust Fund on account of a disability arising out of and in the course of duty as an employee of the Fire District.
- D. A Member hired prior to October 1, 2014 who has at least five (5) years of service or a Member hired on or after October 1, 2014 and has ten (10) years of service and retires on account of a non-duty disability.

2. An individual who is entitled to payment of a monthly supplemental pension

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shall select a pension commencement date. The selected date must be the first day of a calendar month coincident with or following retirement or the former firefighter's date of death. The monthly supplemental payment is not payable during the Member's participation in the DROP.

3. Payment of a monthly supplemental pension shall terminate with the month in which occurs the death of the individual being paid the pension, except as provided by subsection (4).

4. An individual who is entitled to payment of a monthly supplemental pension may elect to be paid the pension under one of the optional forms of payment provided in section 12 in lieu of a straight life pension terminating at death. The election shall be made prior to the pension commencement date. Payment shall be made for life with ten years certain if a timely election is not made.

5. Subject to subsection (7.), and except as provided in subsection (6.), the monthly amount of a member's straight life monthly supplemental pension shall be equal to the member's credited service at time of termination of membership multiplied by the applicable age based pension factor from the following table:

<b><u>Age of Pension Recipient on Pension Commencement Date</u></b>	<b><u>Pension Factor</u></b>
55 years and older.....	Forty-four dollars (\$44.00)
54 years.....	Forty-three dollars (\$43.00)
53 years.....	Forty-one dollars (\$41.00)
52 years.....	Forty dollars (\$40.00)
51 years.....	Thirty-nine dollars (\$39.00)
50 years.....	Thirty-eight dollars (\$38.00)
49 years.....	Thirty-six dollars (\$36.00)
48 years.....	Thirty-five dollars (\$35.00)
47 years.....	Thirty-four dollars (\$34.00)
46 years.....	Thirty-two dollars (\$32.00)
45 years.....	Nineteen dollars (\$19.00)
44 years.....	Seventeen dollars (\$17.00)
43 years.....	Sixteen dollars (\$16.00)
42 years.....	Fourteen dollars (\$14.00)
41 years.....	Thirteen dollars (\$13.00)
40 years.....	Twelve dollars (\$12.00)

6. The spouse of a Member receiving benefits pursuant to subsection 1B above, or



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a firefighter who retires as a result of disability pursuant to subsection 1C above, shall receive a retirement benefit of seven hundred dollars (\$700.00) per month or an amount determined by application of the factors of paragraph (5) above, whichever is greater. Benefits paid under this section shall be subject to redetermination as provided in paragraph (7).

7. The pension factors provided in subsection (5) and the minimum monthly benefit provided in subsection 6 shall be redetermined whenever an actuarial valuation of the benefits provided in this section indicates the minimum funding requirements of Chapter 112 and Chapter 175, Florida Statutes, are unlikely to be met by the assets of the Chapter 175 Supplemental Pension Trust Fund and anticipated future revenues. The redetermined pension factors shall become effective the first day of the fiscal year following the redetermination. The redetermined pension factors shall be prospectively applied to the retired members and surviving spouses.

8. Monthly supplemental pension benefits shall be charged to the Chapter 175 State Contribution.

### **Section 11. Vesting.**

If a Member terminates his/her employment with the Fire District, either voluntarily or by discharge, and is not eligible for any other benefits under this Pension Trust Fund, the Member shall be entitled to the following:

1. If the Member was hired prior to October 1, 2014 and has less than five (5) years of credited service upon termination, the Member shall be entitled to a refund of his/her accumulated contribution with interest to the date of termination or the Member may leave it deposited with the Fund.

2. If the Member was hired prior to October 1, 2014 and has five (5) or more years of credited service upon termination, the Member shall be entitled to a monthly retirement benefit that is the actuarial equivalent of the amount of such retirement income otherwise payable to him commencing at the Member's otherwise normal or early retirement date, provided he does not elect to withdraw his/her accumulated contributions and provided the Member survives to his/her normal or early retirement date.

3. If the Member was hired on or after October 1, 2014 and has less than ten (10) years of credited service upon termination, the Member shall be entitled to a refund of his/her accumulated contribution with interest to the date of termination or the Member may leave it deposited with the Fund.

4. If the Member was hired on or after October 1, 2014 and has ten (10) or more years

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of credited service upon termination, the Member shall be entitled to a monthly retirement benefit that is the actuarial equivalent of the amount of such retirement income otherwise payable to him commencing at the Member's otherwise normal or early retirement date, provided he does not elect to withdraw his/her accumulated contributions and provided the Member survives to his/her normal or early retirement date.

## **Section 12. Optional Forms of Benefits.**

1. A member or vested former member, who has retired on a normal, early, disability or vested deferred benefit, may elect to have annuity payments made under one of the form of payment options provided in this section and name a survivor pension beneficiary. The election of a form of payment option and naming of survivor annuity beneficiary shall be made on a form furnished by and filed with the retirement system prior to the date the first annuity check is issued. The election of form of payment option and/or survivor annuity beneficiary can be changed up to and until the issuance of the first annuity check. After the date that the first annuity check is issued, no change can be made in the election of form of payment option. If option A, option B, option D, or option E has been elected, no change can be made in the survivor annuity beneficiary except as provided in subsection (d) of this section. Under the normal form of payment, more than one survivor annuity beneficiary may be selected. Each selected survivor beneficiary shall share equally in any benefit that becomes payable to a survivor annuity beneficiary unless the retired member has specified and filed with the retirement system, in writing, a different sharing. Payment shall be made under the standard form of payment if there is no timely election of an option form of payment. The amount of annuity under a form of payment option shall have the same actuarial present value as the amount of annuity under the standard form of payment.

2. The form of payment options available for election are:

***Option A.*** *Lifetime payments with one hundred percent lifetime continuation to survivor annuity beneficiary.* The retired member is paid a reduced annuity for life under form of payment option A. The last payment to the retired member is the payment for the month in which the retired member dies. The named survivor annuity beneficiary, if living on the first day of the month following the death of the retired member, is then paid one hundred (100) percent of the reduced annuity for life. The first payment to the survivor annuity beneficiary is for the month following the month in which the retired participant dies. The last payment to the survivor annuity beneficiary is for the month in which the survivor annuity beneficiary dies. No payment is made to the survivor pension beneficiary if the death of the retired participant and the death of the survivor annuity beneficiary occur in the same month and year. If the named survivor annuity beneficiary dies prior to the first month in which the retired member dies, the amount of the retired member's annuity shall change to the amount that would have been payable under the standard form of payment. The change in amount shall commence with the payment for

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the month following the month of death of the survivor annuity beneficiary.

**Option B.** *Lifetime payments with fifty percent lifetime continuation to survivor annuity beneficiary.* The retired member is paid a reduced annuity for life under form of payment option B. The last payment to the retired member is the payment for the month in which the retired member dies. The named survivor annuity beneficiary, if living on the first day of the month following the death of the retired member, is then paid fifty (50) percent of the reduced annuity for life. The first payment to the survivor is for the month following the month in which the retired participant dies. The last payment to the survivor annuity beneficiary is for the month in which the survivor annuity beneficiary dies. No payment is made to the survivor pension beneficiary if the death of the retired participant and the death of the survivor annuity beneficiary occur in the same month and year. If the named survivor annuity beneficiary dies prior to the first of the month in which the retired member dies, the amount of the retired member's annuity shall change to the amount that would have been payable under the standard form of payment. The change in amount shall commence with the payment for the month following the month of death of the survivor annuity beneficiary.

**Option C.** *Life only.* The retired member is paid an increased annuity for life under form of payment option C. No benefit is ever paid to a surviving beneficiary.

**Option D.** *Lifetime payments with seventy-five percent lifetime continuation to survivor annuity beneficiary.* The retired member is paid a reduced annuity for life under form of payment option D. The last payment to the retired member is the payment for the month in which the retired member dies. The named survivor annuity beneficiary, if living on the first day of the month following the death of the retired member, is then paid seventy-five (75) percent of the reduced annuity for life. The first payment to the survivor annuity beneficiary is for the month following the month in which the retired participant dies. The last payment to the survivor annuity beneficiary is for the month in which the survivor annuity beneficiary dies, no payment is made to the survivor pension beneficiary if the death of the retired participant and the death of the survivor annuity beneficiary occur in the same month and year. If the named survivor annuity beneficiary dies prior to the first month in which the retired member dies, the amount of the retired member's annuity shall change to the amount that would have been payable under the standard form of payment. The change in amount shall commence with the payment for the month following the month of death of the survivor annuity beneficiary.

**Option E.** *Lifetime payments with sixty-six and two-thirds percent lifetime continuation to survivor annuity beneficiary.* The retired member is paid a reduced annuity for life under form of payment option E. The last payment to the retired member is the payment for the month in which the retired member dies. The named survivor annuity beneficiary, if living on the first day of the month following the death of the retired member, is then

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paid sixty-six and two-thirds (66 2/3) percent of the reduced annuity for life. The first payment to the survivor annuity beneficiary is for the month following the month in which the retired participant dies. The last payment to the survivor annuity beneficiary is for the month in which the survivor annuity beneficiary dies. No payment is made to the survivor pension beneficiary if the death of the retired participant and the death of the survivor annuity beneficiary occur in the same month and year. If the named survivor annuity beneficiary dies prior to the first month in which the retired member dies, the amount of the retired member's annuity shall change to the amount that would have been payable under the standard form of payment. The change in amount shall commence with the payment for the month following the month of death of the survivor annuity beneficiary.

3. If all annuity payments permanently terminate before the retirement system has paid an aggregate amount equal to the former member's accumulated member contributions, the difference between the amount of accumulated member contributions and the aggregate amount of annuity payments made shall be paid to the legal representative or administrator of the estate of the former member.

4. If a Member has elected option A, option B, option D, or option E, and his or her annuity payments have commenced, the Member may thereafter change the designated beneficiary twice as provided for by Florida Statutes 175.333(2). Thereafter, the beneficiary may be changed if the following conditions are satisfied:

- A. The beneficiary last previously designated by the firefighter is alive when the member files with the **Board** board of trustees a request of such change.
- B. The **Board** board of trustees may request such evidence of the good health of the designated beneficiary that is being removed as it may require.
- C. The amount of the annuity payment payable to the Member upon designation of a new beneficiary shall be actuarially determined taking into account the ages of the former beneficiary, the new beneficiary and the member.
- D. The Board consents to the change. The consent of a Retiree's joint pensioner or beneficiary to any such change shall not be required.

### **Section 13. Cost of Living Adjustment**

The **Board** board may, but is not required, with the advice of the plan's actuary, to adjust

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the pensions of retired members annually to reflect the change in the cost of living for the fiscal year ended September 30, as measured by the Consumer Price Index or such other index approved by the **Board** board, provided that such adjustments may only be made from investment return of the fund in excess of that required to satisfy the actuarial interest assumption used in the most recent actuarial valuation of the plan. The adjustment shall be subject to a maximum in any plan year of three (3) percent of the current benefit amount. The cumulative value of any cost of living adjustments granted pursuant to this section shall not be greater than the cumulative net actuarial gains and losses incurred after the effective date of this section. The procedures and methods to be followed in the determination of any adjustments shall be established from time to time by the **Board** board. Any adjustment to the monthly benefit paid as a result of this section shall begin as of July 1 of the fiscal year approved.

#### **Section 14. Accumulation Funds**

1. Members' deposit fund.
  - A. The member's deposit fund is hereby created. It shall be the fund in which shall be accumulated the contributions of members, and from which shall be made refunds and transfers of accumulated member contributions, as provided in this article.
  - B. A member's contributions to the retirement system shall be as provided by the coverage plan applicable to the member.
  - C. The Fire District shall cause the contributions provided for in subsection D. of this section to be deducted from the compensation of each member on each payroll. The members' contributions provided for herein shall be made notwithstanding that the minimum compensation provided by law for any member is thereby changed. Each member shall be deemed to consent and agree to the deductions made and provided for herein. Payment of the member's compensation less the deductions shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by the member during the period covered by such payment, except as to benefits provided by the retirement system. When deducted, the contributions shall be paid to the retirement system within five (5) working days and shall be credited to the member's accumulated member contribution account.
  - D. Upon retirement, a member's accumulated member contributions shall be transferred to the annuity reserve fund.

2. Employer accumulation fund.

- A. The employer accumulation fund is the fund in which shall be accumulated the contributions made by the Fire District. The funding objective for the retirement system is to establish and receive contributions during each plan year which are sufficient to:
- (1) Fund the actuarial cost of benefits likely to be paid on account of service rendered by members during the plan year (normal cost); and
  - (2) Liquidate the unfunded actuarial cost for benefits likely to be paid on account of service rendered by members prior to the plan year (unfunded actuarial accrued liability) over not more than thirty (30) years from the date of establishment of each increment to the unfunded actuarial accrued liability but in no case over a longer period than the maximum period established by Florida Statute or the maximum period established by the governmental accounting standards board for the purpose of determining pension expense.
- B. The Fire District contributions shall be determined by annual actuarial valuation using a level percent of compensation actuarial cost method.
- C. Administrative expense incurred in the operation of the retirement system shall be charged to the employer accumulation fund and paid on a current basis in addition to the annual funding costs otherwise determined.

3. Allowance of regular interest.

All interest and other earnings on monies and investments of the retirement system shall be credited to the employer accumulation fund. The retirement board may use a portion of the earnings of the system to defray the costs of investing and managing the assets of the system. The retirement board shall, at the end of each fiscal year credit interest to accumulated member contributions and to the annuity reserve fund. Interest shall be calculated on the accumulated member contribution balance at the beginning of the fiscal year and on the mean balance in the annuity reserve fund. The interest so credited shall be charged to the employer accumulation fund.

**Section 15. Beneficiaries.**

1. Each Member may, on a form provided for that purpose, signed and filed with the Board of Trustees, designate a beneficiary (or beneficiaries) to receive the benefit, if any, which

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may be payable in the event of his/her death; and each designation may be revoked by such Member by signing and filing with the Board of Trustees a new designation-of-beneficiary form.

2. If a deceased Member fails to name a beneficiary in the manner prescribed in subsection 1, or if the beneficiary (or beneficiaries) named by a deceased Member predeceases the Member, the death benefit, if any, which may be payable under the Plan with respect to such deceased Member may be paid, in the discretion of the Board of Trustees, either to:

- A. The wife or dependent children of the Member;
- B. The dependent living parents of the Member; or
- C. Estate of the Member.

#### **Section 16. Roster of Retirees.**

The Secretary of the Board shall keep a record of all persons enjoying a pension under the provisions of this Resolution in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the Secretary shall keep a record of all Firefighters employed by the Fire District who are Members in such a manner as to show the name, address, date of employment and date such employment is terminated.

#### **Section 17. Board Attorney and Professionals.**

The Board may employ independent legal counsel at the Pension Fund's expense for the purposes contained herein, together with such other professional, technical, or other advisors as the Board deems necessary.

#### **Section 18. Maximum Pension.**

- 1. Internal Revenue Code Limits
  - A. Basic Limitations. Subject to the adjustments in paragraph C, the maximum amount of the actual annual retirement income paid in any year with respect to a Participant under this Plan shall not exceed the dollar amount allowable for any calendar year pursuant to §415(b) of the Code, as adjusted in such calendar year for increases in the cost of living in accordance with Regulations issued by the Secretary of the Treasury under §415(d) of the Code. For purposes of applying the basic limitation, benefits payable in any form other than a straight life annuity with no ancillary benefits shall be adjusted, as provided by Treasury Regulations,

so that such benefits are the Actuarial Equivalent of a straight life annuity. For purposes of this subsection Article, the following benefits shall not be taken into account:

- (1) Any ancillary benefit which is not directly related to retirement income benefits;
- (2) Any other benefit not required under §415(b)(2) of the Code and Treasury Regulations thereunder to be taken into account for purposes of the limitation of §415(b)(1) of the Code.

B. Participation in Other Defined Benefit Plans. The limitation of this subsection with respect to any Participant who at any time has been a Participant in any other defined benefit plan (as defined in §414(j) of the Code) maintained by the City shall apply as if the total benefits payable under all defined benefit plans in which the Participant has been a Participant were payable from one Plan.

C. Adjustments in Limitations.

- (1) In the event the Participant's retirement benefits become payable before age sixty-two (62), the maximum amount of annual retirement income limitation prescribed by this Article shall be reduced in accordance with Regulations issued by the Secretary of the Treasury pursuant to the provisions of §415(b) of the Code, so that such limitation (as reduced) equals an annual benefit (beginning when such retirement income begins) which is equivalent to the Code §415(b) maximum amount of annual retirement income beginning at age 62.
- (2) In the event the Participant's benefit is based on at least fifteen (15) years of Credited Service, the adjustments provided for in subparagraph (1) above shall not apply.
- (3) The reductions provided for in subparagraph (a) above shall not be applicable to disability benefits pre-retirement death benefits.
- (4) In the event the Participant's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the basic limitation set forth in paragraph 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall



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be made using an assumed interest rate of five percent (5%) and shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

- (5) Less than Ten (10) Years of Service. The maximum retirement benefits payable under this Article to any Participant who has completed less than ten (10) years of Credited Service with the Fire District shall be the amount determined under paragraph A multiplied by a fraction, the numerator of which is the number of the Participant's years of Credited Service and the denominator of which is ten (10). The reduction provided for in this subparagraph shall not be applicable to disability benefits or pre-retirement death benefits.
- (6) Ten Thousand Dollar \$10,000 Limit. Notwithstanding the foregoing, the retirement benefit payable with respect to a Participant shall be deemed not to exceed the limitations in this subsection if the benefits payable, with respect to such Participant under this Plan and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable Plan year and for any prior Plan Year and the City has not at any time maintained a qualified defined contributions plan in which the Participant participated.
- (7) Reduction of benefits. Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Participant's benefit under any defined benefit plans in which Participant participated, such reduction to be made first with respect to the plan in which Participant most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Participant participated, such reduction to be made first with respect to the plan in which Participant most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Participant.
- (8) Cost-of-Living Adjustments. The limitations as stated herein shall

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be adjusted annually in accordance with any cost-of-living adjustments prescribed by the Secretary of the Treasury pursuant to §415(d) of the Code.

2. Additional Limitation on Pension Benefits. Notwithstanding anything herein to the contrary:

- A. The normal retirement benefit or pension to a retiree who becomes a member of the Plan and who has not previously participated in such Plan, on or after January 1, 1980, shall not exceed 100 percent of his/her average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
- B. No member of the Plan who is not now a member of such Plan shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from another retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

### **Section 19 . Distribution of Benefits.**

Notwithstanding any other provision of this Plan to the contrary, a form of retirement income payable from this Plan after the effective date of this Resolution, shall satisfy the following conditions:

1. The interest of a **retiree**/Member must begin to be distributed no later than April 1 of the calendar year following the later of either:

- A. the calendar year in which the **retiree** ~~employee~~ reaches age **72**, **provided the retiree did not reach age 70<sup>1</sup>/<sub>2</sub> before December 31, 2019**, or
- B. the calendar year in which the employee retires from employment.

2. If the retirement income is payable before the Member's death, the distribution shall commence to them not later than the calendar year defined above and

- A. shall be paid over the life of the Member or over the lifetimes of the Member and spouse, issue or dependent, or,

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- B. shall be paid over the period extending not beyond the life expectancy of the Member and spouse, issue or dependent.

Where a form of retirement income payment has commenced in accordance with the preceding paragraphs and the Member dies before his/her entire interest in the Plan has been distributed, the remaining portion of such interest in the Plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the Member's death.

3. If the Member's death occurs before the distribution of his/her interest in the Plan has commenced, the Member's entire interest in the Plan shall be distributed within five (5) years of the Member's death, unless it is to be distributed in accordance with the following rules:

- A. The Member's remaining interest in the Plan is payable to his/her spouse, issue or dependent;
- B. The remaining interest is to be distributed over the life of the spouse, issue or dependent or over a period not extending beyond the life expectancy of the spouse, issue or dependent; and
- C. Such distribution begins within one year of the Member's death unless the Member's spouse, issue or dependent shall receive the remaining interest in which case the distribution need not begin before the date on which the Member would have attained age 72 ~~70½~~ and if the spouse, issue or dependent dies before the distribution to the spouse, issue or dependent begins, this Section shall be applied as if the spouse, issue or dependent were the Plan Member.

4. *Lump Sum Payment of Small Retirement Income.* Notwithstanding any provision of the Fund to the contrary, if the monthly retirement income payable to any person entitled to benefits hereunder is less than \$30.00 or if the single sum value of the accrued retirement income is less than \$1,000.00 as of the date of retirement or termination of service, whichever is applicable, the Board of Trustees, in the exercise of its discretion, may specify that the actuarial equivalent of such retirement income be paid in lump sum.

## **Section 20. Miscellaneous Provision.**

1. Interest of Members in Pension Fund. At no time prior to the satisfaction of all liabilities under the Plan with respect to Members and their spouses or beneficiaries, shall any part of the corpus or income of the Pension Fund be used for or diverted to any purpose other than for their exclusive benefit.

## 2. Rollover Distributions

- A. This subsection applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- B. Definitions.
- (1) "Eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or distributee's designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.
  - (2) "Eligible retirement plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
  - (3) "Distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse who is entitled to payment for alimony and child support under a domestic relations order determined to be qualified by this Fund are distributees with regard to the interest of the spouse or former spouse.
  - (4) "Direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

**3. The Fund is maintained for the purpose of providing retirement income to qualifying members and former members, and survivor income to their eligible beneficiaries. This plan is intended to be a tax qualified plan under Code Section 401(a) and meet the requirements of a governmental plan as defined in Code Section 414(d).**

**(a) In recognition of the changing requirements of plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such policy shall be amended by the board of trustees as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the District Board.**

**Section 21. Repeal or Termination of Pension Trust Fund.**

1. This Resolution establishing the Pension Trust Fund and Fund, and subsequent Resolutions pertaining to said Pension Trust Fund and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent Resolution shall be amended or repealed in its application to any person benefitting hereunder, the amount of benefits which are the time of any such alteration, amendment, or repeal shall have accrued to the Member or beneficiary shall not be affected thereby.

2. If this Resolution shall be repealed, or if contributions to the Pension Trust Fund are discontinued, the Board shall continue to administer the Pension Trust Fund in accordance with the provisions of this Resolution, for the sole benefit of the then Members, any beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this Resolution who are designated by any of said Members. In the event of repeal, or if contributions to the Pension Trust Fund are discontinued, there shall be full vesting (100%) of benefits accrued to date of repeal and the assets of the Pension Trust Fund shall be allocated in an equitable manner to provide benefits on a proportionate basis to the persons so entitled in accordance with the provisions thereof.

3. The ~~Board~~ board of trustees shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The ~~Board~~ board shall inform the municipality or special fire control district if additional assets are required, in which event the municipality or special fire control district shall continue to financially support the plan until all nonforfeitable benefits have been funded.

4. The ~~Board~~ board of trustees shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each firefighter

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entitled to benefits under the plan as specified in subsection 5.

5. The **Board** ~~board of trustees~~ shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection 4 involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the employee's accumulated contributions to the plan, with interest if provided by the plan, less the value of any plan benefits previously paid to the employee.

6. If there is asset value remaining after the full distribution specified in subsection 5, and after the payment of any expenses incurred with such distribution, such excess shall be returned to the municipality or special fire control district, less return to the state of the state's contributions, provided that, if the excess is less than the total contributions made by the municipality or special fire control district and the state to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the municipality or special fire control district and the state.

7. The **Board** ~~board of trustees~~ shall distribute, in accordance with subsection 4, the amounts determined under subsection 5.

## **Section 22. Exemption from Execution, Non-assignability.**

The pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this Resolution and the accumulated contributions and the cash securities in the Fund created under this Resolution are hereby exempted from any state, county or municipal tax of the state and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable. However, pursuant to an income deduction order, the trustees may direct that retirement benefits be paid for alimony or child support in accordance with rules and regulations adopted by the Board of ~~Trustees~~.

### **Section 23. Pension Validity.**

The Board of ~~Trustees~~ shall have the power to examine into the facts upon which any pension shall heretofore have been granted and under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reasons. Said Board is empowered to purge the pension rolls of any person heretofore granted a pension under prior or existing law or heretofore granted under this Resolution if the same is found to be erroneous, fraudulent or illegal for any reason, and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this Resolution be erroneously, improperly or illegally classified.

### **Section 24. Forfeiture of Pension.**

Any Member convicted of the following offenses committed prior to retirement, or whose employment is terminated by reason of his/her admitted commission, aid or abatement of the following specified offenses, shall forfeit all rights and benefits under this Pension Fund, except for the return of this accumulated contributions as of the date of termination.

1. Specified offenses are as follows:
  - A. The committing, aiding or abetting of an embezzlement of public funds;
  - B. The committing, aiding or abetting of any theft by a public officer or employee from employer;
  - C. Bribery in connection with the employment of a public officer or employee;
  - D. Any felony specified in Chapter 838, Florida Statutes;
  - E. The committing of an impeachable offense.
  - F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his/her duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through use or attempted use of the power, rights, privileges, duties or position of his/her public office or employment position.
  - G. The committing on or after October 1, 2008, of any felony defined in s. 800.04 against a victim younger than 16 years of age, or any felony defined in chapter 794 against a victim younger than 18 years of age, by

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a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

2. Conviction shall be defined as follows: An adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.
3. Court shall be defined as follows: Any state or federal court of competent jurisdiction which is exercising jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior forfeiture, the Board of Trustees shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his/her case against forfeiture.

Any Member who has received benefits from the Pension Trust Fund in excess of his/her accumulated contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his/her accumulated contributions. The Board of Trustees may implement all legal action necessary to recover such funds.

4. False, misleading, or fraudulent statements made to obtain public retirement benefits is prohibited; penalty
  - A. It is unlawful for a person 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 available under a retirement plan receiving funding under Florida Statutes, Chapter 175.
  - B. A person who violates subsection (A) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for violation described in subsection (A), a participant or beneficiary of a pension plan receiving funding under Florida Statutes, Chapter 175 may, in the discretion of the Board of Trustees, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under this Resolution. For purposes of this paragraph, "conviction" means a determination of guilt that



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is the result of a pleas or trial, regardless of whether adjudication is withheld.

## **Section 25. Purchase of Firefighter or Military Service Prior to Employment.**

The years or fractional parts of years that a Member served in the military service of the Armed Forces of the United States or United States Merchant Marine, voluntarily or involuntarily, or the years and fractional parts of years that a Member previously served as a firefighter with any other federal, state or local firefighting agency prior to first and initial employment with the Fire District shall be added to his/her years of credited service provided that:

1. The Member contributes to the Fund the sum that would have been contributed had he/she been a member of the Plan for the years or fractional parts of years for which he/she is requesting credit. The cost of purchasing the service credit will be determined by percentages based on current annual base salary of the Member at the time that the option is exercised. Additionally, effective for service purchases on or after July 16, 2008, a member will have the amount of salary used for the buyback calculation (current annual base salary at the time the option is exercised) included as a part of the final average salary calculation for each of the years for which the member is purchasing service, provided the member purchases service within the last ten years of employment and the salary used for the buyback calculation is one of the four highest years in such ten year period.

2. The money required to be paid for the purchase of such prior service as provided in this section shall be due when the purchase is requested.

3. For Members employed before October 1, 2014, the Member must have been employed by the Fire District for 5 years prior to purchasing the service and the purchase must be completed by the Member's retirement date. For Members hired on and after October 1, 2014, the Member must have been employed by the Fire District for 10 years prior to purchasing the service and the purchase must be completed by the Member's retirement date. Credited service purchased pursuant to this section shall be counted for all purposes except toward vesting of benefits.

4. The maximum credit under this section shall be four (4) years.

5. In no event, however, may credited service be purchase pursuant to this section for prior firefighting service with any other federal, state or local firefighting agency, if such prior service forms or will form a basis for a retirement benefit or pension from another retirement system or plan. This subsection does not apply to military service.

6. No Member may purchase any volunteer firefighter service for purposes of this section.

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7. A Member may elect not to purchase service for purposes of increasing the number of years of service for the monthly supplemental benefit provided for in Section 10 of this Plan.

### **Section 26. Subrogation.**

In the event a person becomes entitled to an annuity or other benefit payable from funds of the retirement system, as a result of an accident or injury caused by the act of a third party, the Fire District shall be subrogated to the rights of the said person against such third party to the extent of the benefits which the retirement system pays or becomes liable to pay.

### **Section 27. Transfer of Service Between Fire District Plans.**

In the event that a Member of any other Fire District Pension or Retirement Plan changes his or her job status with the Fire District such that he or she is considered a Member as defined in this Plan, he or she shall be subject to the following:

1. If not already fully vested in another Fire District pension plan, the Accumulated Contributions from the other Plan, if any, will be retained by the other Plan. The Member shall be treated the same as “terminated vested Member” of the other Plan and therefore entitled to benefits which were in existence in the other Plan on the date of transfer to the new plan, provided that the Member, who was hired prior to October 1, 2014, attains at least five (5) years of Credited Service with the Fire District or ten (10) years of credited service with the Fire District for Members hired on or after October 1, 2014. Credited Service up to the date of transfer to the new plan will be counted for purposes of determining eligibility for benefits, but not for purposes of pension calculations. Service in the first plan shall be credited with the multiplier for that plan at the time of transfer, and service in this plan shall be credited with the multiplier for this plan. Upon retirement, the Member shall receive pension payments from each plan using the average final compensation at the time of transfer or retirement, whichever is applicable, based upon the service and multiplier in each plan at the time of termination from participation in the Plan, and each pension payment shall become due and payable on the respective plan’s early or normal retirement date.

2. If already vested in another Fire District pension plan, the Member shall be entitled to all of the rights and benefits according to the previous plan. Upon transferring into this plan, shall be entitled to all rights and benefits as a Member of this Plan. The Member’s service in the previous plan shall be considered for vesting and retirement purposes in this Plan.

3. To become eligible for a pension in both plans, the Member must have satisfied the service requirements for vesting, that is, five (5) years of total combined service with the Fire District for Members hired prior to October 1, 2014 or ten (10) years of total combined

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service with the Fire District for Members hired on or after October 1, 2014.

4. This section is effective for employees hired, promoted or transferred after the effective date of this Ordinance.

**Section 28. Deferred retirement option plan ("DROP").**

1. Eligibility

- A. Any active member of the retirement system may participate in the DROP upon becoming eligible for normal retirement or Member of the SLCFD Firefighters' Pension Plan who engages in "early retirement pension," as defined under Section 7 of the SLCFD Firefighters Pension Plan.
- B. If the Board identifies an additional cost associated with the inclusion of employees electing the early retirement pension provision, the cost of which is initially paid from Chapter 175 Funds (as provided for in Section 6), then if statutorily permitted, Members electing the early retirement pension shall have their rate of return reduced by two (2%) percent.
- C. The maximum DROP participation period shall be sixty (60) months, except as otherwise stated in subsection D below.
- D. Employees with at least 25 years of Credited Service, and up to 32 years of Credited Service shall be entitled to participate in the DROP for the full 5 year period. The 60 month eligibility period, however, shall be reduced by one month for each month that the Member begins participation after reaching 27 years of credited service.

2. Election to participate. A Member electing DROP participation shall execute such forms as the board of trustees shall require. The DROP election shall be effective on the first day of the month following the date of election. A Member shall also file with the Fire District a binding letter of resignation from Fire District employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP. The Application and the letter of resignation must be filed with the Board and the Fire District not less than five (5) business days prior to the effective date of entry into DROP.

3. Limitations on participation.

- A. DROP election shall be irrevocable following deposit of the first payment into the Member's account.

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- B. A Member may participate in the DROP only once. After DROP participation commences, a Member may not rejoin the retirement system as an active Member nor shall the Member be eligible to receive disability or pre-retirement death benefits from the Fund.
  - C. A Member in the DROP shall continue to receive all other benefits guaranteed active members under any collective bargaining agreement or applicable Fire District policy, and be affected by all applicable contribution requirements, unless otherwise addressed in this Plan.
4. Benefit calculation.
- A. Upon commencement of DROP participation, a Member's active participation in the Fund shall cease except the monthly supplemental benefit. The normal service retirement shall be calculated using the Member's final average salary and credited service as of the date of DROP participation. No further service shall be credited to a Member. Members in the DROP are eligible for the cost-of-living (COLA) adjustment which shall be credited to the Member's DROP account, if applicable.
  - B. Accrual of vacation, holiday, personal and sick leave will continue during DROP participation in accordance with the collective bargaining agreement or applicable Fire District policy.
  - C. Members who enter the DROP with less than ten (10) consecutive years of service, will not have payments for accumulated sick leave included in the Pensionable Wages and vacation leave payments included in Pensionable Wages are capped at twice the annual accrual.
5. Payments to the DROP account. Payments shall be made monthly to a Member's DROP account in the amount which would be paid had the Member separated from the Fire District and commenced normal retirement.
6. DROP earnings.
- A. At time of application to participate in the DROP, the Member shall make an irrevocable election as to how his/her DROP contributions will be invested.
  - B. The Member entering the DROP on and after October 1, 2016 shall

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choose one (1) of the two (2) following options:

- (1) Member accounts shall be credited earnings at the actuarial rate of return as provided for in the most recent actuarial valuation less one percent (1%), and upon the death of the retiree be transferrable to the retiree's spouse or minor beneficiary, up to the age of eighteen (18); or
- (2) Members accounts shall be credited earnings at the actuarial rate of return as provided for in the most recent actuarial valuation. These accounts are not transferrable to DROP Member's spouse or beneficiary and must be disbursed from the DROP account to the retiree's beneficiary upon the retiree's death. DROP employees enrolled in this option (2) upon adoption of the Resolution creating these provisions shall have a one time opportunity to selection option (1) within sixty (60) days of the implementation of the Resolution.

The Member entering the DROP prior to October 1, 2014 had the following available option:

- (3) Member accounts shall be credited/debited quarterly with the interest earned/lost at a rate equal to the fund's actual investment return, net of investment expenses. This option is only available to Members who entered the DROP prior to October 1, 2014.
- C. Members must separate from service upon end of DROP term. If a Member stays beyond the end of DROP eligibility, no interest shall be paid on any DROP account after termination of DROP eligibility and there shall be no future DROP deposits. No member shall receive DROP payment until actually separated from Fire District employment.
- D. DROP members who leave their account balances in the Fund after termination of employment shall be subject to administrative charges for the services provided, including the issuance of statements, more frequently than annually. The rates will be established in a policy to be set by the Board of Trustees.

7. DROP payout.
  - A. Upon termination of employment for any reason, DROP participation shall cease and any future retirement benefits shall be paid directly to the Member, or in the case of death, to the designated beneficiary/Joint Annuitant in accordance with the benefit option elected by the retiree at the time of entry into the DROP.
  - B. Members may elect to begin to receive payment within 30 days of termination of employment or defer payment of DROP until the latest day as provided for in IRC §401(a)(9). Payment shall be made:
    - (1) In a lump-sum.
    - (2) In equal annual installments.
    - (3) In equal monthly installments.
    - (4) To rollover to another qualified plan.
    - (5) In any combination of rollover, lump-sum and periodic payments.
  - C. The Board of Trustees may accelerate or alter any payment schedule as may be required to comply with the provisions of IRC Sections 401(a)(9) and 415.
  - D. No DROP payment may be made in a manner inconsistent with state or federal law.
9. Promotions. Members shall be eligible for promotion during DROP participation; provided, however, that no such promotion shall affect the benefit rate calculated upon DROP commencement.
10. Death/disability during DROP.
  - A. Unless a Member selects option B(1) under Subsection 6 above, if a DROP member dies during DROP participation, the DROP account proceeds shall be distributed to the named beneficiary in a lump-sum amount in accordance with IRS regulations and the Member's retirement benefit shall be distributed to the named beneficiary as if the member had retired on the day the member entered the DROP. If no beneficiary is named or alive, the DROP account proceeds shall be deemed as part of the Member's estate as if he/she had retired on the day prior to death.
  - B. Should a Member become disabled during DROP participation, the

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member's DROP participation shall cease and said member shall be entitled to DROP proceeds and begin receiving his retirement benefit as outlined within this program. DROP Members are not eligible for pension disability benefits.

11. Benefit amounts not guaranteed. All benefits payable under this DROP program shall be paid solely from DROP assets. Neither the Fire District nor the board of trustees shall have any duty to pay the member, except as set forth in this program. No rate of return on DROP assets is guaranteed unless the member chooses the guaranteed rate and by their participation, Members consent to the terms of this program and discharge the Fire District and board of trustees from any and all liability.

### **Section 29. Re-employment by Fire District After Retirement.**

1. (a) Any retiree who is retired under this Plan, except for disability retirement as previously provided for, may be re-employed by any public or private employer, except the Fire District, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this Plan. Re-employment by the Fire District on or after October 1, 2017, shall be subject to the limitations set forth in this Section.

2. (b) Re-employment by Fire District after retirement.

A.(1) **Re-Hire after Early Retirement:** Any retiree who is retired under ~~normal~~ or early retirement pursuant to this system and who is re-employed in a non-bargaining unit position, including rehire after completion of DROP term **when entering DROP at Early Retirement**, shall upon being re-employed, discontinue receipt of retirement benefits as provided below. Such retirement would require a separation from service. For purposes of this section only, "separation from service" means termination from the DROP at the end of the DROP term or termination of employment with an immediate eligibility for a pension.

(1)A. Payment of ~~normal and~~ early retirement benefits shall be suspended during the period of re-employment.

(2)B. Payment of supplemental retirement benefits shall be suspended during the period of re-employment.

(3)C. For members who participated in DROP, deposits to DROP accounts and DROP account distributions shall cease and interest

earnings shall ~~cease~~ be reduced by one percent (1%) during the period of re-employment.

~~(4)D.~~ All suspended payments will be forfeited for the period of re-employment.

**B. Re-Hire after Normal Retirement: Any retiree who is retired under normal retirement pursuant to this system and who is re-employed in a non-bargaining unit position, including rehire after completion of DROP term when entering DROP at Normal Retirement, shall upon being re-employed, continue receipt of retirement benefits as provided below. Such retirement requires a separation from service. For purposes of this section only, "separation from service" means termination from the DROP at the end of the DROP term or termination of employment with an immediate eligibility for a pension.**

~~(1)~~ **Payment of normal retirement benefits shall continue during the period of re-employment.**

~~(2)~~ **Payment of supplemental retirement benefits shall continue during the period of re-employment.**

~~(3)~~ **For members who participated in DROP, both deposits to DROP accounts and DROP account distributions shall cease and interest earnings shall cease during the period of re-employment.**

~~(4)~~ **Only a rehired retiree who retired on normal retirement is entitled to receive in-service distributions as provided for in Code §401(a)(36) during the period of re-employment and such in-service distributions are only available for the first completed term of service. There are no in-service distributions in any other circumstance under the Plan.**

~~(2)~~ This section reserved for bargaining unit participation:

~~A.~~ Reserved.



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\_\_\_\_\_ ~~B. Reserved.~~

\_\_\_\_\_ ~~C. Reserved.~~

\_\_\_\_\_ ~~D. Reserved.~~

**C. (3) Future Service after Rehire:**

**(1)** Upon re-employment **after Early Retirement**, the retiree will be deemed fully vested in any future service.

**a.A.** If the rehired retiree is eligible to participate in the Retirement Plan for the General Employees of the St. Lucie County Fire District Pension Plan of the District, then the retiree will be treated as a transferred employee under Section 38 of that plan for purposes of the General Employees plan.

**b.B.** If the rehired retiree is eligible to participate again in this system, or in the case of the Fire Chief if he/she does not opt out of the Plan, then the additional vested credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount, including supplemental benefits, shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement.

**(i)1.** Calculations of benefits upon subsequent retirement shall be based upon the benefit accrual rate, average compensation and credited service provided for in the Plan, as of the date of the termination of the subsequent employment period.

**(ii)2.** Upon re-employment, the Member contribution rate for the re-employed retiree shall be as provided for in this Plan.

**(iii)3.** The amount of any death in performance of duties or disability in-line of duty or not-in-line of duty benefit

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received during a subsequent period or employment shall be reduced by the amount of accrued benefit eligible to be paid for the initial retirement. In all cases, the total benefit received from both retirements will be the greater of the initial retirement benefit plus the accrued benefit or the benefit provided for in Section 9 of the Plan.

(iv)4. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the retiree may select a different optional form and joint pensioner applicable only to the subsequent retirement benefit.

(v)5. The rehired retiree is only eligible to purchase prior military or fire service under Section 25 if the rehired retiree did not previously purchase the maximum 4 years of service permitted under that section. Additionally, such purchase shall be made in accordance with the provisions of that Section 25.

**(2) Upon re-employment after Normal Retirement, the retiree will be treated as a new employee for all purposes, including vesting.**

**a. If the rehired retiree is eligible to participate in the Retirement Plan for the General Employees of the St. Lucie County Fire District Pension Plan of the District, then the retiree will be treated as a new employee in the General Employees plan.**

**b. If the rehired retiree is eligible to participate again in this system, or in the case of the Fire Chief if he/she does not opt out of the Plan, then the additional vested credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount, including supplemental benefits, shall be added to the benefit**

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**determined upon the initial retirement to determine the total benefit payable upon final retirement.**

- (i) Calculations of benefits upon subsequent retirement shall be based upon the benefit accrual rate, average compensation and credited service provided for in the Plan, as of the date of the termination of the subsequent employment period.**
- (ii) Upon re-employment, the Member contribution rate for the re-employed retiree shall be as provided for in this Plan.**

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- (iii) The amount of any death in performance of duties or disability in-line of duty or not-in-line of duty benefit received during a subsequent period or employment shall be reduced by the amount of accrued benefit eligible to be paid for the initial retirement. In all cases, the total benefit received from both retirements will be the greater of the initial retirement benefit plus the accrued benefit or the benefit provided for in Section 9 of the Plan.**
- (iv) The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the retiree may select a different optional form and joint pensioner applicable only to the subsequent retirement benefit.**
- (v) The rehired retiree is only eligible to purchase prior military or fire service under Section 25 if the rehired retiree did not previously purchase the maximum 4 years of service permitted under that section. Additionally, such purchase shall be made in accordance with the provisions of that**

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**Section 25.**

- 3.(c)** Re-employment of terminated vested persons. Re-employed terminated vested persons shall not be eligible to receive pension benefits until termination of employment.