

**MIRAMAR FIREFIGHTERS' LOCAL 2820
VEBA TRUST FUND**

BENEFIT PLAN

**RESTATED AND AMENDED
PLAN DOCUMENT**

Plan 001
Restated as of September 1, 2019

*Say 1-305-
447-8115*

WHEREAS, the Agreement and Declaration of Trust of Miramar Firefighters' Local 2820 VEBA Trust Fund ("Fund") created the Trust Fund for the purpose of providing Life, Sick, Accident, and other benefits permitted under Section 501(c)(9) of the Internal Revenue Code to the Participants of the Fund, and their Dependents and beneficiaries, and

WHEREAS, the Board of Trustees, pursuant to the authority conferred upon them by the Agreement and Declaration of Trust, adopted a plan of benefits (the "Plan"), effective July 1, 2001, and amended and restated, effective May 8, 2007, and

WHEREAS, the Agreement and Declaration of Trust vests in the Board of Trustees the sole and exclusive authority to amend the Plan, and

WHEREAS, the Board of Trustees has determined that a restatement of the Plan will serve the objectives of the Fund,

NOW THEREFORE, the Plan Document of the Miramar Firefighters' Local 2820 VEBA Trust Fund Benefit Plan, as previously amended and restated, is hereby restated as set forth herein, effective September 1, 2019.

PURPOSE

The purpose of this Plan Document is to provide Life, Sick, Accident, and other benefits permitted under Section 501(c)(9) of the Internal Revenue Code to the Participants of the Fund, and their Dependents and beneficiaries.

This document shall be the sole document used in determining benefits to which participants and their beneficiaries are eligible and may be amended from time to time by the Board of Trustees. This document and any amendment hereafter adopted by the Board shall be binding on all persons covered under the Plan, and on any other individual whose interests may be affected by the Plan.

Masculine pronouns used in this Plan Document shall include both the masculine and feminine genders unless the context indicates otherwise.

This Plan Document does not constitute a contract of employment or insurance.

Each Participant covered under the Plan will be issued a summary description ("Summary Plan Description" or "SPD") of the benefits provided hereunder. Should the SPD conflict with this Plan Document, then the Plan Document shall prevail.

IMPORTANT INFORMATION ABOUT THE PLAN

PLAN NUMBER	001
EFFECTIVE DATE	JULY 1, 2001
FIRST BENEFITS PAYABLE	JULY 1, 2001
PLAN YEAR	January 1 through December 31
EMPLOYER I.D. NUMBER	65-6379893

The Name and Address of the Plan Sponsor and the Plan Administrator is:

BOARD OF TRUSTEES
MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
c/o Joan Wall, Plan Administrator
3851 West State Road 84, Apt. 101
Davie, FL 33312

The Name and Number of this Plan are:

MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
BENEFIT PLAN

PLAN NUMBER 001

The Types of Benefits Provided under this Plan are:

Life, Sick, Accident, and other benefits permitted under Section 501(c)(9) of the Internal Revenue Code

Legal Process:

If legal action is appropriate against the Plan, the Trust, or its Trustees, the Agent of the Plan upon whom Legal Process may be served may be contacted below:

Robert A. Sugarman, Esquire
Sugarman & Susskind, P.A.
100 Miracle Mile, Suite 300
Coral Gables, FL 33134

PLAN FUNDING INFORMATION

This Plan is funded through contributions from contributing employers made to the Miramar Firefighters' Local 2820 VEBA Trust Fund, from which Trust Fund all benefits described in this Plan Document, and costs incidental to the operation of the Plan, are paid. The Board of Trustees may purchase Excess Risk Assurance, from an insurance company of their choice, to protect the assets of the Trust Fund. The Board of Trustees is at present composed of the following Trustees, who may be contacted at the address listed above for the Plan Sponsor:

Chairman, Noel Marti

Vice Chairman, Luis Rodriguez

Frank Ruiz

Rolando Agrenot

Rancel Caballero

PLAN ADMINISTRATION INFORMATION

The Board of Trustees may provide for routine benefit administration of the Plan through an office of a third-party plan administrator. The name and address of the third-party administrator appear above.

All claims for benefits must be addressed to the Board of Trustees at the address specified above for the Plan Sponsor.

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ARTICLE I
GENERAL DEFINITIONS

Section 1.1 Employer

The term "Employer" as used herein shall mean:

- (a) The City of Miramar, Florida, a Florida municipality; and
- (b) The Union with regard to the Employees and the officers of the Union for whom the Union contributes to the Trust Fund.

Section 1.2 Union

The term "Union" as used herein, shall mean Professional Fire Fighters of Miramar, Local 2820, International Association of Fire Fighters, its successors and assigns.

Section 1.3 Employee

The term "Employee" as used herein, shall mean:

- (a) Any person who is employed by an Employer other than the Union, and who is represented by the Union;
- (b) An elected or appointed officer or employee of the Union, its state or district affiliate, council, or International Parent body, who was a participant in the Trust at the time he or she became an employee of the Union.

Section 1.4 Participant

The term "Participant" as used herein shall mean any Employee, and any former Employee who has a Participant Benefit Account with a positive balance. The term

Participant shall also include any non-bargaining unit member of the City of Miramar Fire Department on whose behalf the Trustees formerly accepted contributions and who has a Participant Benefit Account with a positive balance.

Section 1.5 Beneficiary

The term "Beneficiary" as used herein shall mean an individual(s), who becomes eligible to receive any benefits payable under the Plan on account of the death of the Participant. A Participant may designate a Beneficiary(ies) ("Designated Beneficiary(ies)") on a form approved by the Board of Trustees,

Section 1.6 Board of Trustees, Trustees

The terms "Board of Trustees" and "Trustees" as used herein shall mean the Board of Trustees of Miramar Firefighters' Local 2820 VEBA Trust Fund, appointed in accordance with the Agreement and Declaration of Trust of the Trust Fund to administer the Trust Fund and the Plan.

Section 1.7 Trust

The term "Trust" as used herein shall mean the trust created by the Agreement and Declaration of Trust of Miramar Firefighters' Local 2820 VEBA Trust Fund, including but not limited to all funds received in the form of Contributions, all investments made and held by the Board of Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of the Agreement and Declaration of Trust.

Section 1.8 Plan

The term "Plan" as used herein shall mean the plan of benefits provided herein, to be known as the Miramar Firefighters' Local 2820 VEBA Trust Fund Plan, and funded by the assets of the Trust Fund.

Section 1.9 Plan Year

The term "Plan Year" as used herein shall mean the 12-month period beginning the 1st day of January and ending the 31st day of December of each year.

Section 1.10 Trust Agreement

The term "Trust Agreement" as used herein shall mean the Agreement and Declaration of Trust of Miramar Firefighters' Local 2820 VEBA Trust Fund, and any modifications, amendments, extensions, or renewals thereto.

Section 1.11 Medical Expenses

The term "Medical Expenses" as used herein shall mean amounts paid by a Participant for medical care, as defined in Section 213(d) of the Internal Revenue Code and 26 C.F.R. §1.213(e) of the Treasury Regulations, for such individual, the Spouse of such individual, and any Dependent of such individual, but only to the extent such amounts are not compensated for by insurance or otherwise.

Section 1.12 Retirement

The term "retirement" shall mean the termination of employment as an Employee and the receipt of a benefit (termination, death, disability, early retirement or normal retirement) from the Miramar Firefighters Pension Trust Fund.

Section 1.13 Sick Pay

The term "sick pay" shall mean an amount of money paid to a Participant who is absent from work for an Employer due to sickness or injury.

Section 1.14 Dependent

The term "Dependent" shall mean any individual whose relation to the Participant satisfies the definition of Dependent as set forth in Section 152 of the Internal Revenue Code.

Section 1.15 Spouse

The term "spouse" as used herein shall mean the person lawfully married to the Participant under the laws of any State on the date upon which an expense giving rise to a claim was incurred.

ARTICLE II

ELIGIBILITY FOR BENEFITS

Section 2.1 General Provisions

The benefits provided herein are available to all eligible Participants, without physical or medical examination or other technical requirements other than compliance with the qualifying rules as to eligibility.

Section 2.2 Eligibility

A Participant shall become eligible for benefits effective the date upon which contributions are credited to his Participant Benefit Account.

Section 2.3 Termination of Eligibility

Except as otherwise stated, an Employee's eligibility for benefits will terminate on the date the Plan is terminated.

ARTICLE III

PARTICIPANT'S BENEFIT ACCOUNTS

Section 3.1 Establishment of individual Participant Benefit Accounts

(a) An individual Participant Benefit Account ("PBA") shall be established for each Participant on whose behalf contributions are received from an Employer. All contributions made by an Employer on behalf of a Participant shall be credited to that Participant's PBA.

The Participant Benefit Accounts are for accounting, benefit entitlement and benefit payment purposes only; neither Participants, nor their Beneficiaries have any right, title or interest in the Participant Benefit Accounts or the assets of the Trust other than in the form of any benefits provided for herein to which the Participant and/or Beneficiary is entitled.

(b) At least annually or more frequently if determined by the trustees in their sole discretion, the trustees shall determine the amount of interest, if any, to be credited to or debited from each Participant's PBA. The Trustees shall, in their sole discretion, determine the interest rate to be credited or debited, based upon the Plan's expenses and investment return, and no minimum interest credit is guaranteed or required.

(d) If the PBA of any Participant who is not an Employee presents an absence of any claim during any period of five years during which the Participant was not an Employee, and the Participant fails to respond to inquiries from the Board of Trustees relating to the status of the account, the Trustees may, in accordance with uniform rules

ARTICLE III

and procedures, determine the balance of the account to have been forfeited and may make the balance available for the payment of administrative expenses of the Trust Fund.

ARTICLE IV

DESCRIPTION OF COVERED BENEFITS

Pursuant to the provisions of this Plan and in accordance with procedures established by the Trustees, the Plan will pay the following benefits upon application by the Participant, not to exceed the balance in the Participant's PBA, or any maximum provided below.

Section 4.1 Tax-Free Benefits

The value of the following benefits is not subject to federal income tax and for Employees is limited to an annual maximum of twenty percent (20%) of the Participant's Benefit Account as shown in the most recent annual benefit statement unless otherwise stated.

(a) **Health Insurance and Long-Term Care Premium Benefits.** Benefits are payable under this Plan for any health insurance premiums payable by the Participant for the Participant and/or his Spouse and/or Dependents. Participants must submit written proof that such premiums were paid by the Participant, or submit written direction to pay the benefit directly as a full or partial payment to the provider of such insurance.

(b) **Reimbursement of Uninsured Medical Expenses.** The Plan will reimburse uninsured medical expenses as defined in §1.11. Claims shall be submitted to and paid by the Plan on a quarterly basis. It is the responsibility of the Participant to provide the Plan with the information necessary to process each claim.

(c) Burial Benefits. The Plan will pay or reimburse funeral, burial and cremation expenses for a Participant, the Participant's Spouse and/or Dependents upon presentation of an invoice or paid receipt from a funeral home, cemetery, burial society, or monument company.

(d) Child Care Expenses. The Plan will pay or reimburse expenses for household and dependent care services necessary for gainful employment as that term is defined in §1.44A-1(c) of the Internal Revenue Code Regulations for Participants' Dependents, upon presentation of an invoice or paid receipt from the child care provider. If the child care provider is not a licensed commercial child care provider (for example, if the child care is provided by a family member or friend), then the claim must be supported by a copy of both sides of the cancelled check used to pay the non-commercial child care provider.

(e) Educational and Summer Camp Benefits for Dependents. The plan will pay or reimburse the Participant for summer camp expenses for preschool and school-age Dependents.

Section 4.2 Taxable Benefits

The value of the following benefits is subject to federal income tax and is for Employees limited to an annual maximum of twenty percent (20%) of the Participant's Benefit Account as shown in the most recent annual benefit statement, unless otherwise stated. The following benefits will be reported to the IRS as income to the Participant.

(a) Sick and Vacation Pay Benefit. When an Employee has exhausted all sick and vacation leave credits with an Employer and remains absent from work due to illness or injury, or is granted permission by the Employer to take a vacation, the Participant shall, upon application made to the Trust, receive a benefit for each such absence equal to the amount the Participant would have earned had the Participant not been absent from work. The benefit shall be paid to the Employer which shall disburse the benefit to the Participant as part of the Participant's regular paycheck. The benefit is available only to Participants and not to a Spouse or Dependents.

(b) Vacation Expenses. The Plan will pay or reimburse vacation expenses for a Participant, the Participant's Spouse and/or Dependents, including transportation fares, vehicle rental, lodging expenses, vacation meals, admissions, and vacation package costs, upon presentation of an invoice or paid receipt from a common carrier (air, train, bus or cruise line), lodging establishment, auto rental company, restaurant, travel agent, attraction or similar vendor.

(c) Housing Assistance. The Plan will pay or reimburse housing expenses incurred by a Participant for the following expenses relating to the purchase, rental, or renovation of his primary residence: down payments, closing costs, bank or mortgage company fees, mortgage interest buy downs and initial rent costs (such as security and utility deposits and first and last months' rent). The Participant must submit invoices, closing statements, or paid receipts to receive housing assistance benefits.

(d) Disaster Relief. If a Participant's primary residence becomes uninhabitable due to fire, flood, windstorm, collapse or evacuation by governmental authorities, the Plan will pay or reimburse the Participant for temporary living expenses upon presentation of an invoice or paid receipt.

(e) Education or Training Benefits. The Plan will pay or reimburse a Participant for tuition, books and fees incurred by the Participant for education or training courses taken at any accredited or licensed institution of post-secondary or vocational education. This benefit is for Participants only and not for Spouses or Dependents. The Participant must submit an invoice or paid receipt and attest that the educational expense is not also paid or reimbursed by the Participant's employer, scholarship, veteran's benefits, or any other third party.

(f) Term Life Insurance. The Plan will pay or reimburse a Participant for premiums for term life insurance on a Participant's life.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Commencement of Plan

Benefit payments under this Plan commenced effective January 1, 2002.

Section 5.2 Payment of Benefits

No benefit paid hereunder shall exceed the balance in the Participant's Benefit Account.

Section 5.3 Right to Receive and Release Necessary Information

To determine the applicability of and to implement the terms and provisions of this Plan or any terms and provisions of similar purpose in any other plan, the Plan may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information, with respect to any individual, which the Plan deems necessary for such purposes. Any individual claiming benefits under this Plan shall furnish to the Plan such information as may be necessary to implement this provision.

Section 5.4 Assignment of Benefits

Subject to any written direction of the Participant or Beneficiary in an application or otherwise, all or a portion of any benefits provided by the Plan may, at the option of the Trustees, be paid directly to the vendor providing such services or the provider of insurance coverage, but it is not required that the insurance coverage or service be rendered by a particular vendor, person or entity.

Section 5.5 Filing of Claims

Claims must be filed with the Board of Trustees within one (1) year after the occurrence or commencement of any benefit covered by the Plan, or as soon thereafter as is reasonably possible.

Written notice of claim given by or on behalf of the Participant or Beneficiary to the Board of Trustees with particulars sufficient to identify the eligible Participant will be considered notice to the Plan. Failure to give written notice within the time specified above will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to give written notice within that time and that written notice was given as soon as reasonably possible.

Section 5.6 Claims Review Procedure

(1) If a claim is denied or partly denied, the Participant or Beneficiary will be notified in writing and given an opportunity for a review. The written denial will give:

- (a) specific reason(s) for denial;
- (b) a reference to the specific provision(s) of the Plan on which the denial is based;
- (c) a description of any additional material or information necessary to perfect the claim and the reason why such material or information is needed, and
- (d) an explanation of the Plan's Claim Review Procedure.

(2) *Appeals Procedure*

Any Participant who applies for benefits under the Plan and is ruled ineligible or not qualified, or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request of the Board of Trustees to review the matter, provided that he makes such a request in writing, within sixty (60) days after being apprised of the Board's action. Thereafter, but not later than sixty (60) days therefrom, the Trustees shall issue a written decision reaffirming, modifying or setting aside their former action. However, if specific circumstances so dictate, the decision by the Board of Trustees may be made within 120 days after receipt of the request for review. The decision on review shall be in writing and shall include specific reasons for the decision. A decision by the Board of Trustees is final and binding.

Section 5.7. Altered or Forged Claim Forms

Any claim form submitted by or on behalf of a Participant that contains a material alteration or forged information, including signatures, will be rejected by the Plan Administrator. The Board of Trustees reserves the right to forward the altered or forged document to the local law enforcement agency for whatever legal action said agency deems to be appropriate.

Section 5.8 Legal Actions

No action at law or in equity shall be brought to recover on any benefits prior to the expiration of 90 days after written proof of loss has been furnished in accordance with the requirements set forth herein, and exhaustion of all claims and appeals procedures hereunder. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Section 5.9 Time Limitations

If any time limitation set forth in this Plan Document for giving notice of claims or for furnishing proof of loss is less than permitted by any applicable law, then the time limitations provided by law shall prevail.

Section 5.10 Miscellaneous

(1) *Law Applicable*

This Plan is created and accepted in the State of Florida. All questions pertaining to the validity or construction of this Plan and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Florida except as to matters governed by Federal Law.

(2) *Savings Clause*

Should any provision of this Plan be held to be unlawful, or unlawful as to any person or instance, or to conflict with any provision of applicable law, said provision shall be deemed severed from this Plan Document, and all other provisions herein contained shall remain in full force and effect.

(3) *Construction*

All questions of interpretation of the Plan provisions shall be decided by the Trustees under the express authority granted to them by the Agreement and Declaration of Trust. The Trustees shall be the sole arbiter of questions of eligibility and the amounts of benefits. This Plan is intended to comply with the terms and conditions of the Agreement and Declaration of Trust, and the Internal Revenue Code.

Section 5.11 Right to Recovery

Whenever payments have been made by the Plan with respect to a Benefit in a total amount, at any time, in excess of the maximum amount consistent with the intent of this Plan, or if a payment was made in error, the Trust shall have the right to recover such payments, to the extent of such excesses, from among one or more of the following, as the Board of Trustees shall determine:

- (a) any persons to whom, for whom or with respect to whom such payments were made; or
- (b) insurance companies, service plans or any other organizations.

ARTICLE VI

DEATH BENEFIT

Should a Participant die while a balance remains in the Participant's Benefit Account, the Participant's Designated Beneficiary, or if none, the Participant's legal heir, shall be entitled to the covered benefits hereunder, and for said purpose shall stand in the shoes of the Participant. If no Designated Beneficiary or legal heir survives the Participant, then the balance in the Benefit Account shall be paid to the Participant's estate.

ARTICLE VII

AMENDMENT AND TERMINATION

In order that the Plan may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all Participants, the Board of Trustees expressly reserves the right, in its sole discretion, at any time and from time to time but upon a non-discriminatory basis:

- (1) to terminate or amend either the amount or conditions relating to any benefits even though such termination or amendment affects claims that have already accrued;
- (2) to alter or postpone the method of payment of any benefit; and
- (3) to amend or rescind any other provisions of this Plan Document.

Circumstances under which the Plan may be terminated include, but are not limited to:

- (1) The lack of sufficient assets to continue the benefits of the Plan. In this regard, the Board of Trustees shall first attempt to amend the Plan's benefits, alter or postpone the method of paying benefits or take other actions consistent with its obligation to maintain the maximum possible benefits within the limits of the Trust's resources;
- (2) The absence of any Employers who are required to make contributions under the appropriate Collective Bargaining Agreement;
- (3) The death of the last surviving participant entitled to receive benefits; or

(4) With respect to a particular Participant, the cessation of that Participant to meet the definition of Participant as set forth herein.

If the Plan were to terminate, the Board of Trustees shall adopt a plan to discharge all outstanding obligations in accordance with Section 1.501(c)(9)-4(d) of the Treasury Regulations, and the general intent and purpose for which the Trust was established.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Board of Trustees have caused this Plan Document to be signed on this 12th day of August, 2019, to be effective the 1st day of September, 2019; as Amended and Restated on May 8, 2007.



NOEL MARTI, CHAIRMAN



LUIS RODRIGUEZ, VICE CHAIRMAN



FRANK RUIZ



ROLANDO AGRENOT



RANCEL CABALLERO