

**SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND
SUPPLEMENTAL DISABILITY BENEFITS PLAN
FOR ELIGIBLE MEMBERS**

PLAN DOCUMENT

Plan 002
Effective as of October 1, 1996
Restated as of April 23, 2014

WHEREAS, the Sarasota Firefighters' Insurance Trust Fund, hereinafter referred to as the "Fund", desires to maintain a plan to establish supplemental disability benefits for the participants who are beneficiaries of the Plan,

NOW, THEREFORE, there is hereby created and established as of October 1, 1996, and Restated as of April 23, 2014, the Sarasota Firefighters' Supplemental Disability Benefits Plan, hereinafter referred to as the "Plan".

PURPOSE:

The purpose of this Plan Document is to set forth the provisions of the Plan which provide for the payment of supplemental disability benefits.

This document shall be the sole document used in determining benefits to which participants are eligible and may be changed from time to time by the Fund to reflect changes in Florida Retirement System benefits or eligibility requirements. Any change so made shall be binding on each person covered and on any other individual or individuals referred to in this Plan Document.

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

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

Each member covered under the Plan will be issued an individual description of the benefits to which the covered individuals are entitled, to whom benefits are payable, and summarizing the provisions of the Plan. Should the summary conflict with this document, then the Plan Document shall prevail.

ERISA INFORMATION

PLAN NUMBER 002
EFFECTIVE DATE October 1, 1996
PLAN/POLICY YEAR July 1 through June 31
EMPLOYER I.D. NUMBER 65-0404976

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

**BOARD OF TRUSTEES
SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND**

Mervin Kennell, Chairman
740 Commerce Drive Unit 1
Venice, FL 34292

The Name and Number of this Plan is:

**SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND
SUPPLEMENTAL DISABILITY BENEFIT PLAN
PLAN NUMBER 002**

The Type of Benefit Provided Under This Plan is:

MONTHLY DISABILITY INCOME BENEFITS

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:

Pedro A. Herrera, Esq.
Sugarman & Susskind, P.A.
100 Miracle Mile, Suite 300
Coral Gables, Florida 33134

PLAN FUNDING INFORMATION

Funding of this Plan is accomplished through contributions from contributing employers and the Eligible Participants made to a Fund known as the "Sarasota Firefighters Insurance Trust Fund", from which all benefits described in this Plan Document, and costs incidental to the operation of the Plan, will be paid. The Trustees of the Fund responsible for the management of the affairs of the Plan and the assets of the Fund, who may be contacted through the address of the Plan Sponsor, are listed below:

Mervin Kennell
Dale Everhart
Matt Sieler
Johnny Rigney, Jr.
Matt Scarbrough

PLAN ADMINISTRATION INFORMATION

The Board of Trustees provided for routine benefit administration of the Plan through Benefits USA, Inc., c/o Pete Prior, 3810 Inverrary Blvd., Suite 303, Lauderhill, FL 33319.

Claims for benefits should be presented by mail/scanned email/fax to Benefits USA, Inc.

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ARTICLE I

GENERAL DEFINITIONS

Section 1.1 Employer

The term "Employer" as used herein shall mean:

(a) Sarasota County, Florida, a political subdivision of the State of Florida;
and

(b) Any other entity which is or becomes obligated, pursuant to a collective bargaining agreement with the Union, to make the required contributions into the Trust Fund.

Section 1.2 Union

The term "Union" as used herein, shall mean Suncoast Professional Fire Fighters and Paramedics, Local 2546, International Association of Fire Fighters, its successors and assigns.

Section 1.3 Employee

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

(a) Any Employee represented by the Union, working for an Employer as defined herein, and participating in the Florida Retirement System as a result of said employment for an Employer;

(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 Fund at the time she or he became an employee of the Union;

(c) Former employees of the Employer's Fire Department; and

(d) Other employees of the Sarasota County Fire Department for whom the Trustees agree to accept contributions.

Section 1.4 Participant

The term "Participant" as used herein shall mean any Employee or former Employee who is or may be eligible to receive a benefit of any type from this Trust Fund.

Section 1.5 Beneficiary

The term "Beneficiary" as used herein shall mean a Participant, who by the terms of the Plan is or may become entitled to a benefit hereunder.

Section 1.6 Trustees

The term "Trustees" as used herein shall mean the Board of Trustees established by the Trust agreement.

Section 1.7 Fund

The term "Fund" as used herein shall mean the SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND.

Section 1.8 Plan

The term "Plan" as used herein shall mean these rules and regulations as adopted and thereafter amended from time to time by the Trustees.

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 Trust Agreement establishing the SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND, and any modifications, amendments, extensions, or renewals thereto.

Section 1.11 Normal Retirement Age

The term "Normal Retirement Age" as used herein shall mean:

- a) For a person who last became an Employee before July 1, 2011, age 55 and at least 10 years of employment with an Employer, including employment as a fire fighter, EMT or paramedic and employment as a regular class FRS member that commenced immediately following the employee's disablement as a fire fighter, EMT or paramedic; or
- b) For a person who last became an Employee on or after July 1, 2011, age 60 and at least 10 years of employment with an Employer, including employment as a firefighter, EMT or paramedic and employment as a regular class FRS member that commenced immediately following the employee's disablement as a firefighter, EMT or paramedic.

Employment with any entity prior to commencing employment as a firefighter, EMT or paramedic with an Employer shall not be counted as employment for determining whether a participant has reached normal retirement age except for persons employed by the Sarasota County Fire Department on the effective date

hereof, employment by the South Trail, Fruitville or Northeast Fire Control Districts which became Metropolitan Sarasota Fire Rescue District and South County Ambulance District as a state certified fire fighter, EMT or paramedic immediately before being employed by the Sarasota County Fire Department shall be counted as employment.

Section 1.12 Disabled, Disablement and Disability

The terms “disabled”, “disablement” and “disability” as used herein shall each mean the permanent curtailment of employment by the Sarasota County Fire Department as a full-time certified fire fighter, EMT or paramedic due to an illness or injury suffered in the line of duty which has been determined by Sarasota County or a court of competent jurisdiction to be compensable under Florida’s Workers’ Compensation law (Chapter 440, Florida Statutes.)

ARTICLE II

ELIGIBILITY FOR BENEFITS

Section 2.1 General Provisions

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

Section 2.2 Eligibility

In order to receive a benefit under this Plan, an employee must:

- (a) have reached Normal Retirement Age as defined in Section 1.11 herein;
- (b) have previously been employed by the Sarasota County Fire Department as a full-time certified firefighter, EMT or paramedic and suffered a permanent curtailment of such employment due to disability due to an illness or injury suffered in the line of duty which has been determined by Sarasota County or a court of competent jurisdiction to be compensable under Florida's Workers' Compensation law (Chapter 440, Florida Statutes.)
- (c) have continued in the employment of Sarasota County from the time of the aforesaid disability until normal retirement age in a position other than as a certified firefighter, EMT or paramedic, which position earns regular class service credit in the Florida Retirement System, which other position shall hereafter be referred to as "alternate employment";
- (d) have commenced receiving retirement benefits from the Florida Retirement System which benefits must include, in part, credit for regular class service rendered subsequent to the onset of the employee's disability;

(e) have had contributions made to the Trust Fund on the employee's behalf commencing October 1, 1996 or thereafter; and

(f) have filed an application for benefits together with any other information, authorizations, releases, forms or documents required by the Trustees.

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 or upon the termination, revocation, rescission, forfeiture or discontinuance of the Employees' retirement benefits by the Florida Retirement System.

ARTICLE III

SUPPLEMENTAL DISABILITY BENEFITS

Section 3.1. Benefits for FRS Special Risk Members Participating in the Defined Benefit Plan.

The following benefits shall be paid to eligible Participants who were members of FRS Special Risk at the time of the injury or illness which caused disablement.

Coincident with an eligible participant's receipt of the Participant's first monthly retirement benefit from the Florida Retirement System paid on or after the participant's normal retirement age as defined in this Plan (which may be earlier than the normal retirement age for FRS regular class members) and on the first day of each month thereafter, the participant shall receive a supplemental disability benefit equal to the difference between I and II below:

- I. the FRS benefit the Participant would have earned had the Participant remained a special risk member of FRS from time of disablement until retirement, based upon average final compensation, including step increases, longevity and specialty pays, which would have been earned by the Participant had the Participant remained in the same classification from the time of disablement until retirement,
- II. the FRS calculated normal retirement benefit paid to the Participant upon retirement.

Section 3.2 Benefits for FRS Regular Class Members.

The following benefits shall be paid to eligible Participants who were members of FRS Regular Class at the time of the injury or illness which caused disablement.

Coincident with an eligible participant's receipt of the Participant's first monthly retirement benefit from the Florida Retirement System paid on or after the participant's normal retirement age as defined in this Plan and on the first day of each month thereafter, the participant shall receive a supplemental disability benefit equal to the difference between I and II below:

- I. the FRS benefit the Participant would have earned had the Participant remained an employee of the Sarasota County Fire Department based upon average final compensation, including step increases, longevity and specialty pays, which would have been earned by the Participant had the Participant remained in the same classification from the time of disablement until retirement, without any early retirement reduction only for those years during which the employee engaged in alternate employment
- II. the FRS calculated normal or early retirement benefit paid to the Participant upon retirement.

Section 3.3 Benefits for FRS Special Risk Members Participating in the Investment Plan.

The following benefits shall be paid to eligible Participants who at the time of injury or illness that caused disablement were members of FRS Special Risk.

Coincident with an eligible participant's eligibility to receive a retirement benefit from the Florida Retirement System paid on or after the participant's Normal Retirement Age, as defined in this Plan, (which may be earlier than the normal retirement age for FRS regular class members) and on the first day of each month thereafter, the Participant shall receive a supplemental disability benefit equal to the benefit the Participant would have earned had the Participant remained in the FRS Defined Benefit Plan as calculated by this Plan's actuary.

Section 3.4. Annual Benefit Increases.

The supplemental disability benefit shall be increased each year by the same percentage and at the same time as the participant's monthly retirement benefit is increased by the Florida Retirement System.

Section 3.5. Optional Benefit Forms.

Prior to the receipt of his or her first monthly supplemental disability benefit payment, a Participant may elect to receive an optional form of retirement benefit which shall be the actuarial equivalent of the amount to which the participant was otherwise entitled. The optional forms of benefits available to the participant and the procedure for electing those options shall be the same as is set forth in Section 121.091(6) of the Florida Retirement Act.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 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 or obtain from any insurance company, Sarasota County, the Florida Retirement System, or other organization or person any information, with respect to any Individual, which the Plan deems to be necessary for such purposes. Any Individual claiming benefits under this Plan shall furnish to the Plan such information and such signed releases or authorizations as may be necessary to implement this provision.

Section 4.2 Assignment of Benefits

The benefits accrued, accruing, paid or payable to any person under the provisions of this Plan shall not be subject to execution or attachment or to any legal process whatsoever and shall be unassignable.

Section 4.3 Application

The Plan Administrator, upon written request, shall furnish to the Individual such forms as are usually furnished by it for filing an application for benefits.

Section 4.4 Claims Review Procedure

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

- (1) specific reason(s) for denial;

- (2) a reference to the specific provision(s) of the Plan on which the denial is based;
 - (3) a description of any additional material or information necessary to perfect the claim and the reason why such material or information is needed, and
 - (4) an explanation of the Plan's Claim Review Procedures.
- (b) 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 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 4.5 Altered or Forged Claim Forms

Any claim form submitted by or on the behalf of an Employee 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 4.6 Legal Actions

No action at law or in equity shall be brought to recover on any benefits prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements set forth herein. No such action shall be brought after the expiration of three (3) years after the time an application for benefits is required to be furnished.

Section 4.7 Time Limitations

If any time limitations 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 set forth herein will be amended to conform with the minimum requirements of such law.

Section 4.8 Miscellaneous

(a) Law Applicable

This Plan is created and accepted in the State of Florida. All questions pertaining to the validity or construction of this Fund 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.

(b) Savings Clause

Should any provision of this Fund be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

(c) 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. No Successor Trustee shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date of becoming a Trustee. No Trustee shall be liable for the acts or omissions of another Trustee to whom certain responsibilities, obligations, or duties have been delegated pursuant to this Agreement, if such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory.

The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

(d) Non-Assignability of Benefits

The right of any person to any payment under this Plan shall not be subject to assignment, alienation or voluntary or involuntary transfer, and to the fullest extent permitted by law, shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. In the event any person attempts to assign, transfer, or dispose of such right, or if an attempt is made to subject said right to such process, such assignment, transfer or disposition shall be null and void.

Section 4.9 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 benefit payable under this Plan, the Fund shall have the right to recover such payments, to the extent of such excess, from among one or more of the following, as the Fund shall determine:

- (a) any persons to whom, for whom or with respect to whom such payments were made or
- (b) by reducing future benefits payable to the Participant.

ARTICLE V

INSUFFICIENT ASSETS

When there are no longer sufficient assets to continue the benefits of the Plan, the Board of Trustees will have the right 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 Fund's resources.

ARTICLE VI

TERMINATION

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

- (a) When Contributions to the Plan are discontinued, either by no longer being provided for in a collective bargaining agreement or in individual contracts with employees, or by order of an appropriate court or governmental agency;
- (b) When the last surviving participant entitled to receive benefits has died; or
- (c) With respect to a particular Employee, when that Employee ceases to be an eligible Employee according to the Plan's Rules and Regulations.

If the Plan were to terminate, the Board of Trustees shall, within the limits of the Fund's resources, adopt a plan to discharge all outstanding obligations and to provide that all remaining Fund's assets be used in a manner which best carries out the basic purpose for which the Fund was established.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Board of Trustees have caused this Plan Document to be signed on this 23rd day of April, 2014.

BOARD OF TRUSTEES

MERVIN KENNEL

DALE EVERHART

MATT SIELER

JOHN RIGNEY, JR.

MATT SCARBROUGH

Witnessed By: _____
MARTY FERRIS, Founding Chairman

