

RIVIERA BEACH MUNICIPAL FIREFIGHTERS'
PENSION TRUST FUND

SUMMARY PLAN DESCRIPTION

Prepared February 2020

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INTRODUCTION TO YOUR PLAN

The City of Riviera Beach has established a defined benefit pension plan to provide eligible employees with retirement and related benefits.

This Summary Plan Description is a brief description of that Plan and your rights, obligations and benefits under it. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of the Plan is on file with the Pension Board and may be read by you, your beneficiaries or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask the Plan's Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information you may need to know about the Plan. This general information is summarized below.

Name of Plan

Riviera Beach Municipal Firefighters' Pension Trust Fund

Employer

City of Riviera Beach

Plan Administrator

Board of Trustees of the Riviera Beach
Municipal Firefighters' Pension Trust Fund
c/o Albert Lovingood
Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, Florida 33410

Telephone: (561) 624-3277

Board Members are:

Bobbie Brooks, Jr., Chairman
Kenneth Brack, Secretary
Paul Wright
Harry Freeman
Kirk Henderson

Designated Agent for Service of Legal Process

Bobbie Brooks, Jr.
Chairman of the Board of Trustees
c/o Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, Florida 33410

Type of Administration

The Plan Administrator is responsible for the overall administration of the Plan. It has discretionary authority to construe the terms of the Plan and make determinations on questions that may affect your eligibility for benefits. The Plan Administrator may also retain the services of attorneys, accountants, actuaries, investment advisors and other professionals.

GENERAL INFORMATION ABOUT YOUR PLAN

Plan Year

Each 12-month period beginning on October 1st and ending on September 30th. The Plan's fiscal records are maintained on this basis.

Relevant Provisions of Local and State Laws

The Plan is set forth in Chapter 14 of the Code of Ordinances of the City of Riviera Beach.

The most recent amendment to the Plan that is reflected in this Summary Plan Description is Ordinance No. 4058.

Certain provisions of Part VII, Chapter 112, Florida Statutes (F.S.), Chapter 175 F.S. and various federal laws also govern your Plan.

Relevant Provisions of Collective Bargaining Agreements

Certain employees covered by the Plan are members of the Riviera Beach Association of Firefighters, Local 2928 of the International Association of Firefighters.

The last collective bargaining agreement between the union and the Employer was effective as of January 3, 2018. Article 34 of the agreement refers to pension matters.

Custodian

The custodian of the Plan is responsible for the safekeeping of securities owned by the Pension Fund. At the direction of the Plan Administrator, the custodian also pays benefits to eligible persons and pays expenses incurred by the Plan. The custodian is:

- KeyBank National Association, Cleveland, Ohio

GENERAL INFORMATION ABOUT YOUR PLAN

Investment Manager(s)

The investment manager is responsible for selecting the securities to be bought and sold by the Pension Fund, in accordance with guidelines established by the Plan Administrator. The investment managers are:

- William Blair & Company, LLC, Chicago, Illinois
- Westwood Capital Management Corporation, Dallas, Texas
- Principal Global Investors, Des Moines, Iowa
- American Real Estate, Glendale, California

Member

You are a Member of the Plan if you fulfill the prescribed eligibility requirements (see Eligibility and Credited Service section).

Beneficiary

Your Beneficiary is each person designated by you to the Plan Administrator to receive any payments that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a member of the Plan. Prior to retirement, you may change your designation at any time upon written notification to the Plan Administrator.

<p>YOU SHOULD REVIEW AND UPDATE YOUR BENEFICIARY DESIGNATION AT LEAST ANNUALLY. CHANGES REGARDING NEWBORN CHILDREN, MARRIAGE, DIVORCE, SPOUSAL DEATH, ETC. MUST BE KEPT CURRENT AND LISTED CORRECTLY TO AVOID COSTLY LITIGATION AND/OR DISPUTES.</p>

CONTRIBUTIONS TO THE PLAN

Benefits of the Plan are financed by contributions that are paid into the pension fund and by investment earnings generated by investments of the pension fund. Contributions to the fund are made by:

You

Your contribution rate is 8% of your Covered Salary (see later page for definition of Covered Salary). Your contributions will cease upon your retirement, death or employment termination. Simple interest is credited to your contributions at the annual rate of 5.5%.

State of Florida

Monies are paid each year by the State pursuant to Chapter 175 F.S. Said monies are used for the benefit of firefighters.

Your Employer

The City of Riviera Beach must contribute an amount determined by the Plan's actuary to be sufficient, along with your contribution and the State contribution, to systematically fund the benefits under the Plan. The Employer's contribution will vary depending on the experience of the Plan.

Eligibility

You are eligible to be a Member of the Plan if you are a regular, uniformed member of the Fire Department and were hired before June 1, 2015.

Credited Service

Credited Service is used to compute the amount of pension benefit when you retire, to determine whether you are eligible for certain benefits and to determine whether you are vested. Your Credited Service is equal to your total length of service with the Employer omitting periods when you were not employed. Vacations and other paid leaves of absence are included. Unpaid leaves of absence are not included. Also not included in Credited Service is any period during which you could have but did not contribute to the Plan or for which you have withdrawn your own contributions.

Military Service

Should you take a leave of absence from the Employer in order to enter the military, your period of leave will be included in your Credited Service if you return to work for the Employer within the time required by law. You are not required to make a contribution to the Plan for this period of leave. This provision may be subject to supervening federal law.

Your active duty in the military prior to date of hire by the Employer is not included in Credited Service.

Normal Retirement Date

The Normal Retirement Date is the earliest date when unreduced retirement benefits may be paid to you. Your Normal Retirement Date is the first day of the month coincident with or next following the earlier of (1) the date when you complete 20 years of Credited Service, regardless of your age at that time, or (2) the date when you both reach age 55 and complete ten years of Credited Service.

Early Retirement Date

Your Early Retirement Date is the first day of any month coincident with or next following the date when you reach age 50 and complete ten years of Credited Service. You may retire at any time following this date with reduced benefits as described later.

Late Retirement Date

You may continue to work past your Normal Retirement Date. The date you actually stop working will be your Late Retirement Date.

Normal Retirement Benefit

The monthly benefit that you will receive if you continue employment until your Normal Retirement Date is called your Normal Retirement Benefit.

The amount of your Normal Retirement Benefit is based on the following factors:

1. *Your Covered Salary*: this is the amount of your gross compensation. Florida Statutes limit the amount of overtime pay includable in Covered Salary to 300 hours per year effective October 1, 2014. The number of accumulated unused sick and vacation leave hours includable in Covered Salary are also limited to the lesser of the number of hours accrued as of October 1, 2014 or the number paid at retirement.
2. *Your Average Monthly Salary*: this is the average of your Covered Salary during the two-year period within your last ten years of employment which produces the largest average.
3. *Your years of Credited Service* at your Normal Retirement Date.

The calculation of your Normal Retirement Benefit is as follows: 3% of your Average Monthly Salary multiplied by your years of Credited Service. As an example, if your Average Monthly Salary at your Normal Retirement Date is equal to \$6,000 and your Credited Service is equal to 20 years, then the calculation would be as follows:

$$(3\% \times \$6,000 \times 20 \text{ years}) = \$3,600 \text{ payable each month.}$$

The retirement benefit is paid to you for the rest of your life in accordance with the Normal Form of Benefit Payment as described later. (However, see the sections on Death Benefits After Retirement and Election of Optional Forms of Benefit Payments.) Your benefits from this Plan are paid in addition to any benefits you may receive from Social Security.

Accrued Benefit

The portion of your Normal Retirement Benefit that you have earned at any point in time is your Accrued Benefit. Your Accrued Benefit is computed in the same way as the Normal Retirement Benefit, except you use your present Average Monthly Salary and Credited Service in the calculation. The Accrued Benefit is a monthly amount that starts on your Normal Retirement Date.

Early Retirement Benefit

If you decide to retire early, you may receive an immediate Early Retirement Benefit payable for the rest of your life. The benefit is equal to your Accrued Benefit but reduced for the number of years and months by which the starting date of the benefit precedes the date when you would have reached your Normal Retirement Date had you continued in full-time employment. The benefit is reduced to take into account the younger age and earlier commencement of benefit payments. The following table shows how much your benefit will be reduced if payments begin before your Normal Retirement Date:

Number of Years Early	Percentage Reduction
1	3%
2	6
3	9
4	12
5	15

Late Retirement Benefit

The amount of your monthly Late Retirement Benefit is calculated and paid in the same way as the Normal Retirement Benefit. However, your Average Monthly Salary and Credited Service as of your actual retirement date are used in the calculation.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The Deferred Retirement Option Program (DROP) is a program under which you may elect to defer receipt of your retirement benefits while continuing to work for the City. You are eligible to enter the DROP when you reach Normal Retirement Date. Election into the DROP is voluntary and must be made within five years of your earliest eligibility for Normal Retirement. You may participate for a maximum of five years or, if less, the number of years remaining to reach a total of 30 years of Credited Service. (Example: If your Credited Service is 27 years, you would be eligible to participate for three years.)

Election to participate in the DROP represents an irrevocable decision to terminate employment with the City at the end of your DROP participation. While participating in the DROP, you will not accrue additional retirement benefits, and you will not make member contributions. You will not be eligible for the death and disability benefits payable under the Plan to active members.

If you elect to enter the DROP, the monthly benefit you would receive if you had retired on your election date will be paid into a DROP account. The value of your accrued unused leave at the DROP entry date (limited by Florida Statutes to the number of hours accrued as of October 1, 2014) will be included in the calculation to determine the monthly benefit.

Your DROP account will be debited and credited each quarter at a rate equal to the actual net rate of investment return realized by the Plan for that quarter, subject to administrative fees established by the Board of Trustees. Alternatively, you may select a self-directed DROP from one or more providers selected by the Board of Trustees.

Upon retirement, the balance of your DROP account will become payable in addition to your monthly pension based on the Credited Service and Average Monthly Salary at your DROP entry date.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

You would have the following options of payment of your DROP account:

1. A single lump sum payment
2. Direct rollover to an eligible retirement plan
3. Partial lump sum payment with a direct rollover of the remaining balance to an eligible retirement plan

Should you pass away during your participation in the DROP, your Beneficiary receives the same payout options as above. DROP payments to your Beneficiary will be in addition to any retirement benefits payable by the Plan.

If you become totally and permanently disabled as provided by the Plan, you may be eligible for a disability benefit. In the case of a disability incurred in the line of duty, you will be eligible for a benefit regardless of your length of service. In the case of a disability that is not incurred in the line of duty, you will only be eligible for a benefit if you have completed at least ten years of Credited Service.

The amount of your benefit due to a line of duty disability is the same as your Accrued Benefit, but not less than 60% of pay received during the last year you worked before the disability was incurred. This benefit is payable until your death, recovery, or in the case of death, to your Beneficiary according to the benefit option you have chosen.

The amount of your benefit due to a non-line of duty disability is also the same as your Accrued Benefit, but not less than 48% of pay received during the last year you worked. This benefit is payable in the same manner as the line of duty disability benefit.

If you are initially diagnosed with a qualifying type of cancer while employed as a firefighter, and as a result of the diagnosis of cancer or circumstances arising from the treatment of such cancer, you are determined to be wholly prevented from rendering useful and efficient service as a firefighter and are likely to remain so disabled continuously and permanently, the disability shall be considered to be a line of duty disability. The statutory requirements governing the “cancer presumption” are set forth in Section 112.1816, Florida Statutes.

If your disability is caused by hepatitis, meningococcal meningitis, tuberculosis, hypertension or heart disease and you are determined to be wholly prevented from rendering useful and efficient service as a firefighter and are likely to remain so disabled continuously and permanently, the disability shall be considered to be a line of duty disability unless the contrary is shown by competent evidence.

Before Retirement - In the Line of Duty

With Ten or More Years of Service:

- a) To your spouse, a refund of your contributions with interest,
- b) To your spouse, until death, the greater of (i) 33 1/3% of your pay received during the last year you worked before your death or, (ii) your Accrued Benefit, and
- c) To your children, if any (and if more than one, divided equally), 25% of your pay received during the last year you worked before your death. This benefit is payable until the last child either marries or reaches age 18 (21 if your child is a full-time student).

With Less Than Ten Years of Service:

- a) To your spouse, a refund of your contributions with interest,
- b) To your spouse, until death, 33 1/3% of your pay received during the last year you worked before your death, and
- c) To your children, if any (and if more than one, divided equally), 25% of your pay received during the last year you worked before your death. This benefit is payable until the last child either marries or reaches age 18 (21 if your child is a full-time student).

If you are initially diagnosed with a qualifying type of cancer while employed as a firefighter, and your death is attributable to such cancer, the death shall be considered to be in the line of duty. The statutory requirements governing the "cancer presumption" are set forth in Section 112.1816, Florida Statutes.

Before Retirement - Not in the Line of Duty

With Ten or More Years of Service:

Your spouse will receive your Accrued Benefit until death or remarriage, or, in the event that your spouse is not your Beneficiary, the Accrued Benefit is payable to your Beneficiary for ten years.

With Less Than Ten Years of Service:

Your Beneficiary will receive a refund of all of your Member contributions with interest.

After Retirement

If you were receiving a form of retirement payment that provided for a survivor's benefit to be paid after your death, your Beneficiary will receive payments following your death. A later page describes the various forms of retirement payments.

VESTED RETIREMENT BENEFIT

If you terminate employment, other than by reason of retirement, disability or death, you may be entitled to a deferred Vested Retirement Benefit. This benefit is equal to your Accrued Benefit on your termination date multiplied by your vested interest. The following chart shows your vested interest in your Accrued Benefit.

Vesting Schedule	
Completed Years of Credited Service	Vested Interest
Less than 10	0%
10 or more	100

The vested benefit is payable at the date that would have been your Normal Retirement Date had you continued in full-time employment. If you wish, you may receive your Vested Retirement Benefit, reduced as for Early Retirement, any time after your 50th birthday.

If you terminate employment prior to earning a vested interest in the Plan, you will receive a refund of your contributions with interest at the rate of 5.5% per year.

Upon return of your accumulated contributions, all of your rights and benefits under the Plan are forfeited.

You may voluntarily leave your accumulated contributions in the fund for up to five years after leaving the employ of the City pending the possibility of being reemployed, without losing credit for the time that you were a member of the Plan.

The taxable portion of any refund you receive is subject to an automatic 20% withholding for federal income tax purposes. This tax can be avoided, however, if you roll the taxable portion over to an Individual Retirement Account (IRA) or another qualified plan. This rollover will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, must be made directly by the Plan to your chosen IRA or other qualified plan.

Normal Form of Benefit Payment

Unless you elect otherwise before retirement, your pension is payable as a Ten Year Certain and Life Annuity. This is a series of monthly payments for your life. If you should die before benefits have been paid for ten years, your Beneficiary will receive the same monthly amount for the balance of the ten years.

Election of Optional Forms of Benefit Payments

You have the right at any time before your actual retirement date to elect not to have your retirement benefit paid in the Normal Form. You may choose among the options described below and revoke any such elections and make a new election at any time before your actual retirement. You must make such an election by written request to the Plan Administrator. Such an election shall be subject to the approval of the Plan Administrator. This election (which must be made before a benefit begins) also applies to terminated Participants who are eligible for payment of deferred Vested Retirement Benefits. The options available are as follows:

1. Option 1 - Joint and Survivor Annuity

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit (or a designated fraction thereof – 100%, 75%, 66 2/3%, or 50%) continued after your death to and during the lifetime of your Beneficiary.

2. Option 2 - Single Life Annuity

You may elect to receive a larger monthly retirement benefit with payments for your life, ceasing upon your death.

3. Option 3 - Other

You may elect to receive an actuarially equivalent retirement benefit in another form of payment, subject to the approval of the Board.

In no event shall the total of benefit payments to you and your Beneficiary be less than your own accumulated contributions with interest.

Contributions and pension benefits under this Plan are not assignable, transferable, or subject to any encumbrance, pledge or other legal process, except for IRS tax levies or overpayment of pension benefits.

TERMINATION OF THE PLAN

If the Plan is terminated, or if the Employer completely discontinues its contributions, you would immediately become fully vested in the benefit you had earned so far. All of the assets of the Plan would be allocated to the Members according to certain classes of priority. Only after all accrued benefits have been paid and any other liabilities have been satisfied could any remaining money be returned to the Employer.

IMPORTANT NOTICE

There are certain circumstances which may result in the disqualification, ineligibility, denial, loss, forfeiture, suspension or deferral of your benefits in this Plan. The following is a list of some these circumstances:

1. If you terminate employment before reaching the Normal or Early Retirement Date and you do not have enough Credited Service to have earned a vested interest, no benefits will be payable except for a return of your own contributions with interest.
2. If you die from a non-line of duty cause before attaining a vested interest, no benefits will be payable except for a return of your own contributions with interest.
3. Your retirement benefit will not be payable until actual retirement date, even if you continue to work beyond the Normal Retirement Date.
4. Your Accrued Benefit may be forfeited if you are convicted of certain felonies as provided by State law (Chapter 112.3173 F.S.).
5. Payment of your benefits may be made to an alternate payee by order of an Income Deduction Order relating to child support or alimony made pursuant to a state domestic relations law.

YOUR RESPONSIBILITIES

1. Retain this Summary Plan Description with your other important papers for later reference or for replacement by updated versions and supplemental notices, if any.
2. Upon completing eligibility requirements, sign a Membership Form, including a Beneficiary designation.
3. Keep your Beneficiary designation form updated to express your wishes.
4. If you terminate employment, check to see if you are entitled to a Vested Retirement Benefit and the date payable.
5. If you should terminate employment with rights to a deferred Vested Retirement Benefit, then, shortly before the date on which it is to begin, you should contact and notify the Employer to begin such payments.
6. Upon your retirement under Early or Normal Retirement, complete the form necessary to indicate which Optional Form of Benefit you desire.

Claims for benefits under the Plan must be filed in writing with the Plan Administrator. If you are eligible for any benefits from this Plan, you will be provided with a notification form showing the amount of your benefit and options, if any, and the earliest date on which such benefit is payable.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review in accordance with procedures of the Plan Administrator. If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of its denial. This written notice will state as clearly and concisely as possible the Plan Administrator's findings and conclusions.

If your claim has been denied, and you wish to submit your claim for review, you may file with the Plan Administrator's secretary a request for a formal hearing and review by the Plan Administrator. This filing must be made within 30 days of the mailing of the Plan Administrator's initial denial.

As soon as practicable after the Plan Administrator receives your request for a formal hearing, a meeting will be held. You will be given notice of such meeting. You have the right to be present at this meeting with legal counsel, if you desire. You will be allowed to submit any evidence in support of your claim.

If the Plan Administrator again denies your claim, you may seek appellate review according to law.

ACTUARIAL INFORMATION

PERTINENT ACTUARIAL INFORMATION		
	As of October 1,	
	2019	2018
Number of Members of the Plan		
Active Employees	51	53
Those Receiving or Due to Receive Benefits	68	67
Annual Payroll of Active Members	\$ 5,364,891	\$ 4,879,809
Annual Rate of Benefits in Pay Status	4,153,836	4,006,966
Actuarial Accrued Liability	85,150,279	78,791,849
Net Assets Available for Benefits (Actuarial Value)	87,202,122	82,654,189
Unfunded Actuarial Accrued Liability	(2,051,843)	(3,862,340)
Required Contribution to be Made to the Plan Over and Above Contributions by Members of the Plan	1,942,008	1,725,737
Required Contribution as % of Payroll of Active Members	36.20%	35.36%
Required Contribution to be Paid During Year Ending	9/30/2021	9/30/2020

ACTUARIAL INFORMATION

Reconciliation of Plan Assets

Item	September 30	
	2019	2018
A. Market Value of Assets at Beginning of Year	\$ 91,669,816	\$ 83,893,395
B. Revenues and Expenditures		
1. Contributions		
a. Employee Contributions	\$ 430,076	\$ 376,634
b. Employer Contributions	1,596,819	1,766,695
c. State Contributions	386,337	330,300
d. Purchased Service Credit	-	-
e. Total	\$ 2,413,232	\$ 2,473,629
2. Investment Income		
a. Interest, Dividends, and Other Income	\$ 2,074,003	\$ 2,019,156
b. Net Realized Gains/(Losses)	3,056,501	4,592,869
c. Net Unrealized Gains/(Losses)	(229,049)	2,901,208
d. Net Earnings on DROP ICMA Accounts	-	-
e. Investment Expenses	(347,168)	(333,696)
f. Net Investment Income	\$ 4,554,287	\$ 9,179,537
3. Benefits and Refunds		
a. Regular Monthly Benefits	\$ (3,617,738)	\$ (3,568,834)
b. Refunds	-	-
c. Lump Sum Benefits	-	-
d. Share Plan Distributions	(176,758)	(183,615)
e. DROP Distributions	(209,544)	-
f. Total	\$ (4,004,040)	\$ (3,752,449)
4. Administrative and Miscellaneous Expenses	\$ (111,125)	\$ (124,296)
5. Transfers	\$ -	\$ -
C. Market Value of Assets at End of Year	\$ 94,522,170	\$ 91,669,816
D. Reserves		
1. Share Plan Account Balance	\$ (3,000,997)	\$ (2,720,230)
2. DROP Accounts	(1,080,970)	(788,702)
3. Total Reserves	\$ (4,081,967)	\$ (3,508,932)
E. Market Value Net of Reserves	\$ 90,440,203	\$ 88,160,884