

**ST. LUCIE COUNTY FIRE DISTRICT
RESOLUTION NO. 584-14**

A RESOLUTION OF THE ST. LUCIE COUNTY FIRE DISTRICT AMENDING THE PROVISIONS OF THE ST. LUCIE COUNTY FIRE DISTRICT GENERAL EMPLOYEES' PENSION TRUST FUND; AMENDING SECTION 2, DEFINITIONS, TO ADD A DEFINITION OF BASE PAY, REDUCING AMOUNTS OF OVERTIME AND ACCUMULATED SICK AND VACATION LEAVE CONSIDERED PENSIONABLE AND INCREASING NUMBER OF YEARS BEFORE VESTING FROM 5 TO 10 YEARS; AMENDING SECTIONS 11, 12, 14, 16, 18 AND 38, TO CLARIFY 10-YEAR VESTING REQUIREMENT FOR EMPLOYEES HIRED AFTER OCTOBER 1, 2014; AMENDING SECTION 23, MEMBERS' DEPOSIT FUND, INCREASING MEMBERS' CONTRIBUTION RATE TO 2% OF MEMBERS' BASE PAY; AMENDING SECTION 38A, DEFERRED RETIREMENT OPTION PLAN ("DROP"), REQUIRING ENTRANCE INTO DROP BY 27 YEARS OF SERVICE, ESTABLISHING MAXIMUM DROP PARTICIPATION OF 60 MONTHS, REMOVING VARIABLE RATE CREDITING FOR DROP ENTRY AFTER OCTOBER 1, 2014, AND CLARIFYING CONTRIBUTIONS BY DROP PARTICIPANTS; AND PROVIDING AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the St. Lucie County Fire District has created, approved, and adopted the provisions of the St. Lucie County Fire District General Employees' Pension Trust Fund Plan; and

WHEREAS, the Board of Trustees of the St. Lucie County Fire District General Employees' Pension Trust Fund has determined that the amendments stated below are in the best interest of the Members and Beneficiaries of the Pension Plan; and

WHEREAS, said amendments do not increase any costs to the Fire District or any current benefits provided to any Members or Beneficiaries of the Pension Plan; and

WHEREAS, the Board of Commissioners of the St. Lucie County Fire District is desirous of amending the Pension Plan, as stated herein.


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the St. Lucie County Fire District, that the following is hereby adopted:

Section 1. The Pension Plan is hereby amended and restated in Exhibit "B," attached hereto and incorporated herein by this reference.

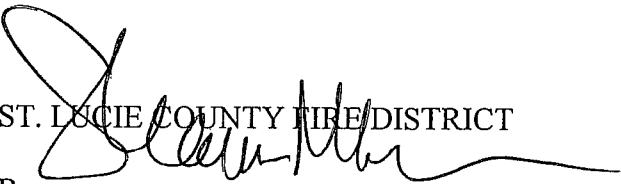
Section 2. This Resolution shall take effect as of October 1, 2014.

DONE AND ADOPTED in regular session this 17th day of September, 2014.

ATTEST:


Karen Russell, Clerk Treasurer

ST. LUCIE COUNTY FIRE DISTRICT

By: 
Shannon Martin, Chair

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EXHIBIT "B"
RETIREMENT SYSTEM FOR GENERAL EMPLOYEES OF
THE ST. LUCIE COUNTY FIRE DISTRICT

DIVISION 1. GENERALLY

Sec. 1. Creation of Pension Trust Fund.

The St. Lucie County Fire District hereby creates the Retirement System for General Employees of the St. Lucie County Fire District for the purpose of providing retirement, death and disability benefits to General Employees who are members of this Fund, certain former St. Lucie County Fire District General Employees and survivor benefits to beneficiaries. All assets of every description and liabilities held for the benefit of the Fire District General Employees in the Ft. Pierce Retirement and Benefit Plan shall become the Retirement System for General Employees of the St. Lucie County Fire District. This System 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).

Sec. 2. Definitions.

As used in this article:

Accumulated contributions means the balance in a member's individual account in the member's deposit fund.

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.

Annuity means a series of monthly payments to a retired participant or annuity beneficiary from the retirement system.

Annuity beneficiary means an individual who is being paid an annuity or has been designated to be paid an annuity from the retirement system on account of the death of a member or retired member. 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.

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

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Code means the Internal Revenue Code of 1986, as amended.

Compensation or Salary means the wages paid an employee for personal services rendered to the Fire District. "Compensation" includes:

- (1) Base pay;
- (2) Incentive pay;
- (3) Longevity pay, shift premiums and incentive pay;
- (4) All Overtime pay earned before October 1, 2014 is pensionable; Overtime earned on and after October 1, 2014 is pensionable up to 300 hours per member per year;
- (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 no hours of unused accumulated sick and vacation leave earned after September 30, 2014 shall be considered compensation, however, members may include all hours earned as of September 30, 2014 provided that amount of hours is cashed in at retirement;
- (7) 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; and
- (8) Payments to employees taxed as income are included in this definition effective as of October 18, 2006.

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

Credited service means the aggregate number of years of service, and fractional parts of years of service of any general employee with the Fire District, omitting intervening years or fractional parts of years when such general employee was not employed by the Fire District.

Credited service includes those years and fractional parts of years of service which were recognized for individual General Employees under the City of Ft. Pierce Retirement

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and Benefit Plan.

Effective Date means the date on which this Resolution becomes effective.

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

Final average salary means one-sixtieth (1/60) of the compensation paid a member during the five (5) consecutive years of the member's credited service producing the highest total compensation paid and contained within the member's ten (10) years of credited services immediately preceding termination of membership. If a member has less than five (5) years of credited service, final average salary means the total compensation paid the member divided by the member's credited service.

General employee or employee means any person who (1) is employed by the Fire District in a full time position, except a firefighter, and (2) is compensated on a regular Fire District payroll in a position subject to withholding of federal income and FICA taxes. The term "employee" shall not include any person whose service is compensated wholly on a contractual or fee basis.

Member means a general employee who is a member of the retirement system.

Retired member means a former member who is being paid an annuity by the retirement system.

Refund beneficiary means the person or persons designated by a member or former member to receive payment of all or a portion of the member's or former member's accumulated member contributions as provided in this article.

Retirement board means the retirement board provided for in this article.

Retirement system means the retirement and benefit system of the Fire District created and established by this article.

Vested former member means an individual who at the time of termination of membership met the requirements of section 14 for vested former member status and who has not subsequently forfeited credited service by electing payment of accumulated member contributions.

Vested member means: (1) For members employed before October 1, 2014 who have 5 or more years of credited service and meets the other criteria for vested termination. (2) For members hired on and after October 1, 2014 who have 10 or more years of credited

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service and meets the other criteria for vested termination. This benefit is payable at early or normal retirement.

Workers' compensation period means the period a member, retired member or beneficiary is in receipt of worker's compensation on account of a member's disability or death arising out of and in the course of Fire District employment. If the member, retired member or beneficiary is paid a single sum in lieu of future weekly worker's compensation, the worker's compensation period shall be the period, if any, the member, retired member or beneficiary was in receipt of weekly workers' compensation plus the period arrived at by dividing said single sum by the member's, retired member's or beneficiary's weekly workers' compensation award.

Sec. 3. Retirement system established.

There is hereby established the retirement and benefit system of the Fire District to provide for the retirement of general employees of the Fire District who become superannuated due to age or disability; to provide conditions of membership; to provide annuities and other benefits to be payable upon the retirement of members and under certain conditions to the dependents of members and retired members; to provide for the financing of the retirement system by contributions to be made by Fire District and members; to provide for the return of members' accumulated member contributions under certain conditions; to provide a retirement board to administer the retirement system; to provide for the investment of moneys of the retirement system and to delegate certain authority and responsibilities to the retirement board.

Sec. 4. Exemption of benefits from Fire District tax.

No annuity or other benefit under this article shall ever be subject to any Fire District tax or process, but shall be exempt therefrom.

Sec. 5. Composition of fund; payment by Fire District.

The trust fund created under this article, together with the monies hereby retroactively brought into same, and the subsequent accumulations to same from Fire Districts shall constitute the trust hereby created. The Fire District shall at the end of each biweekly period pay a sum of money into the trust determined in accordance with Section 26.

Sec. 6. Fund held as separate trust; direction; supervision; bond.

The trust fund provided for in this article shall be deemed to be held in separate trust from all Fire District moneys, under the direction and in the discretion of the retirement board, subject to supervision by the Fire District commission. All payments by the retirement system shall be authorized by a specific or continuing resolution of the retirement board and shall be made by check signed by the Fire District Clerk/Treasurer and countersigned by the chairperson of the retirement board.

Sec. 7. Membership--Requirements for; exclusions from.

(a) Each general employee of the Fire District shall be a member of the retirement system. If any question arises about the membership status of any person, the retirement board shall resolve the question and such resolution shall be final.

(b) Past Service - All full time general employees as of the effective date shall be entitled to include as years of credited service those years for which the general employee was entitled to a benefit through the City of Fort Pierce Retirement and Benefit System.

(c) General Employee Retirees from City of Ft. Pierce Retirement and Benefit System - All benefits paid to General Employee 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 the Fund.

Sec. 8. Same--Termination.

The membership of a general employee shall cease upon termination of employee status.

Sec. 9. Service credit; requirements for; forfeiture of; reinstatement.

(a) Credited service shall be forfeited if either:

(1) Membership terminates prior to retirement, death or satisfaction of the requirements for vested termination provided in section 14; or

- (2) Accumulated member contributions are paid to the former member, former member's refund beneficiary or legal representative.

(b) The last forfeited credited service of a member may be reinstated if the member repays the retirement system the accumulated member contributions previously paid the member, plus eight (8) per cent annual compound interest from the date of payment to the member to the date of repayment to the retirement system.

In no case shall credited service be reinstated prior to payment of the full amount due the retirement system.

Sec. 10. Credit for intervening military service.

A member who left the employ of the Fire District to enter the armed forces of the United States during any period of compulsory military service, and who reenters the employ of the Fire District and again becomes a member, shall have such armed service, not to exceed a total of five (5) years, credited as Fire District service; if the following conditions are satisfied:

(a) The member makes application within one year after release from duty under honorable conditions, except that effective January 1, 2007, members 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 an employee. Members who die or become disabled while on active duty military service shall be treated as though re-employed 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 member's re-employment is on the basis of the personnel rules and regulations of the Fire District;

(c) The member pays the retirement system the amount of accumulated member contributions the member may have withdrawn, together with six (6) per cent annual compound interest from the date of withdrawal to the date of repayment. In any case of doubt as to the period of military service to be credited a member, the retirement board shall have final power to determine the period. During the period of such armed service, contributions to the retirement system shall be suspended; and

(d) The same period of service has not been used to obtain or increase a benefit from another retirement program. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

Sec. 11. Purchase of other governmental 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 an employee of any other federal, state or local governmental agency prior to first and initial employment with the Fire District shall be added to his/her years of credited service provided that:

(a) The member contributes to the Fund the sum that he/she would have 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 plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund in connection with the purchase years of credited service.

(b) 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.

(c) 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.

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

(e) In no event, however, may credited service be purchased pursuant to this section for prior service with any other federal, state or local governmental 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.

Sec. 12. Normal retirement; conditions for.

A member or vested former member may retire upon written application filed with the retirement board setting forth at what time, not less than thirty (30) days, nor more than ninety (90) days subsequent to the execution and filing thereof, the member or vested former member desires to be retired if the following conditions are satisfied:

(a) Employment by the Fire District is terminated prior to the selected date of

retirement; and

(b) The member or vested former member:

- (1) Has twenty-five (25) or more years of credited service; or
- (2) Is age sixty (60) years or older with five (5) or more years of credited service for members or vested former members hired prior to October 1, 2014.
- (3) Is age sixty (60) years or older with ten (10) or more years of credited service for members or vested former members hired on or after October 1, 2014.

Sec. 13. Retirement annuity.

(a) Except as otherwise provided by the retirement Resolution and the provisions of section 415 of the Internal Revenue Code applicable to public employee retirement plans, the amount of annuity under the standard form of payment is three (3.0) per cent of the member's final average salary times the member's credited service, not to exceed the applicable maximums set forth in this section and section 35.

(b) The standard form of payment is a benefit for the life of the retired member. A member or vested former member may elect to be paid the annuity under a form of payment option provided in section 15 in lieu of the standard form of payment.

(c) If the member last became a member on or after January 1, 1980, the amount of standard form of annuity shall not exceed one hundred (100) per cent of the member's average final compensation as defined in Florida Statutes section 112.65.

(d) A member's right to his or her normal retirement benefit is non-forfeitable upon attainment of normal retirement age.

Sec. 14. Vested termination of membership; termination without vesting.

(a) Vested termination of membership

- (1) A member who ceases to be a member for a reason other than retirement or death shall be a vested former member if the following requirements are satisfied:

- (A) The member has five (5) years or more years of credited service, if the member was hired before October 1, 2014, or has ten (10) years or more of credited service, if the member was hired on or after October 1, 2014.
 - (B) The member's accumulated member contributions are left on deposit with the retirement system.
- (2) Eligibility for normal retirement and the amount of normal retirement annuity shall be determined according to the provisions of the Retirement System in effect on the date of termination of membership. Determination of the amount of annuity under a form of payment option shall be made using the assumptions in effect at the time of retirement.
- (3) An election by a member or vested former member to be paid accumulated member contributions shall cause forfeiture of credited service and all rights to any benefits of the retirement system other than payment of the accumulated member contributions.
- (4) A vested former member may make application for benefit commencement on or after attainment of age sixty (60) years.

Sec. 15. Form of payment options.

- (a) A member or vested former member 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. If form of payment option C has been elected, 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

filled 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.

- (b) The form of payment options available for election are:

Option A. *Lifetime payments with one hundred per cent 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) per cent 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 B. *Lifetime payments with fifty per cent 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) per cent 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. Annuity for ten years certain and life thereafter. The retired member is paid a reduced annuity for life under form of payment option C. If the retired member dies before being paid one hundred twenty (120) monthly annuity payments, the monthly annuity payment shall be continued for the remainder of the period of one hundred twenty (120) months to the retired member's survivor annuity beneficiary(ies). If there is no surviving survivor annuity beneficiary, the actuarial present value of the remaining annuity payments in the one-hundred-twenty-month period shall be paid to the estate of the last to survive of the retired member and the last surviving designated survivor annuity beneficiary.

Option D. Lifetime payments with seventy-five per cent 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) per cent 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 per cent 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 paid sixty-six and two-thirds ($66 \frac{2}{3}$) 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.

- (c) 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.
- (d) 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. Thereafter, the beneficiary may be changed if the following conditions are satisfied:
 - (1) The beneficiary last previously designated by the member, is alive when the member files with the board of trustees a request of such change.
 - (2) The board of trustees may request such evidence of the good health of the designated beneficiary that is being removed as it may require.
 - (3) 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.
 - (4) The Board consents to the change. The consent of a Retiree's joint pensioner or beneficiary to any such change shall not be required.

Sec. 16. Death of member; survivor annuities; named beneficiary; spouse.

- (a) For a member who was hired before October 1, 2014 and who either (1) has

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twenty (20) or more years of credited service, or (2) is age fifty-five (55) years or older and has five (5) or more years of credited service may elect form of payment option A and name a survivor annuity beneficiary. At any time prior to retirement, the member may revoke or change the election of option A and nomination of survivor annuity beneficiary. Upon the death of a member who has a form of payment option A election in effect the name survivor annuity beneficiary shall be paid an annuity. The amount of annuity shall be computed in the same manner in all respects as if the member had retired the day preceding the date of the member's death, even though the member might not have met the applicable conditions for retirement. Payment to a survivor annuity beneficiary under this subsection shall terminate upon the survivor annuity beneficiary's death.

If a member has form of payment option A election in effect at the time of retirement pursuant to this subsection, the election and naming of survivor annuity beneficiary shall continue in effect.

(b) For a member who was hired on or after October 1, 2014 and who either (1) has twenty (20) or more years of credited service, or (2) is age fifty-five (55) years or older and has ten (10) or more years of credited service may elect form of payment option A and name a survivor annuity beneficiary. At any time prior to retirement, the member may revoke or change the election of option A and nomination of survivor annuity beneficiary. Upon the death of a member who has a form of payment option A election in effect the name survivor annuity beneficiary shall be paid an annuity. The amount of annuity shall be computed in the same manner in all respects as if the member had retired the day preceding the date of the member's death, even though the member might not have met the applicable conditions for retirement. Payment to a survivor annuity beneficiary under this subsection shall terminate upon the survivor annuity beneficiary's death.

If a member has form of payment option A election in effect at the time of retirement pursuant to this subsection, the election and naming of survivor annuity beneficiary shall continue in effect.

(c) The spouse of a member who was hired before October 1, 2014 and who (1) has five (5) or more years of credited service, (2) does not have a form of payment option A election in effect pursuant to section 18, and (3) dies while in the employ of Fire District, shall be paid an annuity. The amount of annuity shall be computed in the same manner as if the deceased member had retired the day preceding death, elected form of payment option A named the spouse as beneficiary; even though the member might not have met the conditions for retirement. A spouse's annuity shall terminate upon the death of the spouse.

(1) 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 subsection (b). 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.

- (2) 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.
- (3) In any of the cases mentioned in subsections (b)(1) and (2) 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.

(d) The spouse of a member who was hired on or after October 1, 2014 and who (1) has ten (10) or more years of credited service, (2) does not have a form of payment option A election in effect pursuant to section 18, and (3) dies while in the employ of Fire District, shall be paid an annuity. The amount of annuity shall be computed in the same manner as if the deceased member had retired the day preceding death, elected form of payment option A named the spouse as beneficiary; even though the member might not have met the conditions for retirement. A spouse's annuity shall terminate upon the death of the spouse.

- (1) 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 subsection (b). 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.
- (2) 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.

- (3) In any of the cases mentioned in subsections (b)(1) and (2) 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. _

Sec. 17. Death of member in line of duty; survivor annuities.

(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 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 paragraph (1). 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. These benefits are provided instead of the benefits provided under Section 17(a)(2).
 - (B) If the deceased member does not leave a surviving spouse, child, or children eligible to receive a pension, then the death benefit, if any, shall be paid to the estate of the deceased member.
 - (C) In any of the cases mentioned in subparagraphs (1)(A) and (B) of this paragraph, 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 19 on account of the member's death.

Sec. 18. Disability retirement; conditions for.

(a) The retirement board may retire a member on account of disability if all of the following requirements have been met:

- (1) The member who was hired before October 1, 2014 has five (5) or more years of credited service or ten (10) or more years of service if hired on or after October 1, 2014;
- (2) The member was a member at the time the disability was incurred;
- (3) A written application for disability retirement, in the form and containing the information prescribed by the retirement board, has been filed with the retirement system by the member or the member's department head;

- (4) Membership is terminated prior to the selected date of disability retirement;
- (5) The participant submits to all medical examinations and tests and furnishes copies of all medical reports requested by the retirement board;
- (6) The retirement board determines the member to be totally and permanently incapacitated for duty in the employ of the Fire District, by reason of a personal injury or disease;
- (7) Two (2) physicians, one of whom shall be selected by the retirement board and paid by the retirement system, and one of whom shall be selected by the member and paid by the member, both report to the retirement board, in writing, that the member is mentally or physically totally incapacitated for duty in the employ of the Fire District, the incapacity will probably be permanent, and the member should be retired.

The years of credited service requirement contained in paragraph (1) shall be waived in the case of a member whom the retirement board finds to be in receipt of weekly workers' compensation on account of disability arising out of and in the course of his employment by the Fire District.

(b) A member will not be entitled to receive any disability retirement income if the disability is a result of:

- (1) Excessive and habitual use by the member of drugs, intoxicants, or narcotics;
- (2) Injury or disease sustained by the member while willfully and illegally participating in fights, riots, or civil insurrections or while committing a crime;
- (3) Injury or disease sustained by the member while serving in any armed 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

- (4) Injury or disease sustained by the member after his or her employment has terminated.

Sec. 19. Disability annuity; amount of.

(a) The amount of a disability retirement annuity under the standard form of payment shall be calculated as provided in section 13, subject to subsections (b) and (c) of this section.

(b) If a member is retired on account of disability as provided in section 18 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 (b), the amount of disability annuity under the standard form of payment during the member's duty disability period shall be seventy-five (75) per cent of the member's final average salary. However, a member may choose from among the optional forms of benefits contained in Section 15 with the appropriate actuarial reduction to the member's benefit;
- (2) The member's duty disability retirement period begins on the date of the member's disability retirement;
- (3) The member's duty disability retirement period ends on the first to occur of the following dates: the date the pension is terminated as provided in section 20; or the end of the month in which the retired member dies; or, the date the annuity has been paid for the maximum duty disability retirement period.
- (4) The maximum duty disability retirement period is the number of months in the period from the date of the member's duty disability retirement and the first to occur of the following dates: The date the member would have acquired twenty-five (25) years of credited service had employment continued with the Fire District; the date the member attains age sixty (60) years but not prior to the date which is sixty (60) months after the date of duty disability retirement;
- (5) Credited service shall not be projected for the purpose of calculating the amount of a disability annuity.

- (6) At the end of the disability period the disability benefit would convert to a regular retirement benefit with service credit granted for the duty disability period.

(c) The amount of a disability retirement annuity shall not exceed the difference between one hundred (100) per cent of the member's final average salary and the monthly equivalent of any weekly worker's compensation paid the retired member.

Sec. 20. Reexamination of disability retired member.

(a) At least once each year during the first five (5) years following a member's retirement on account of disability, and at least once in every three-year period thereafter, the retirement board may require a disability retired member who has not attained age fifty-five (55) years to undergo a medical examination to be made by or under the direction of a physician designated by the board. If the retired member refuses to submit to the medical examination, payment of the retired member's disability annuity maybe suspended by the board until refusal is withdrawn. Should refusal continue for one year, all the retired member's rights in and to a disability annuity may be revoked by the retirement board. If the physician reports to the retirement board that the retired member is physically able and capable of resuming employment with the Fire District from which retired, and the retirement board concurs, the retired member shall be returned to employment and the disability annuity shall terminate. In returning the retired member to employment, reasonable latitude shall be allowed the Fire District in placing the retired member in a position commensurate to the retired member's type of work and compensation at the time of retirement.

(b) A disability retired member who is returned to employment, shall again become a member and the credited service at the time of disability retirement shall be reinstated. The member shall be given credited service for the period the disability annuity was paid if within payment period weekly workers' compensation was paid on account of the same disability arising out of and in the course of employment by the Fire District; otherwise credited service shall not be given for the payment period.

(c) In the event a disability retired member who has not attained age fifty-five (55) years becomes engaged in a gainful occupation, business or employment paying more than the difference between the retired member's final average salary and disability annuity, the annuity shall be reduced to an amount which together with the amount so earned equals but does not exceed the final average salary. Should the retired member's earnings change, the reduction of the annuity shall be adjusted accordingly. Gainful occupation, business or employment existing at the time of disability retirement, other than

with the Fire District, shall not be considered to the extent of the amount of earnings in the calendar year preceding disability retirement. The retirement system may periodically request substantiated income information from retired members subject to this subsection. Failure to provide requested information within ninety (90) days of the request shall cause suspension of payment of the disability annuity until the information is provided.

Sec. 21. Cost of living adjustment pertaining to COLA.

The board may, but is not required, with the advice of the plan's actuary, to adjust 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, 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) per cent 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. Any adjustment to the monthly benefit paid as a result of this section shall begin as of July 1 of the fiscal year approved.

Sec. 22. Accounting.

The mandatory accounting funds of the retirement system are the member's deposit fund, the employer accumulation fund and the annuity reserve fund. The retirement board may establish such additional funds and accounts as it from time to time deems appropriate. The maintenance of separate funds and accounts does not require the actual segregation of retirement system assets among the funds and accounts. The accounting records of the retirement system shall be maintained in a manner which permits determination of the equity of each Fire District in the assets of the retirement system.

Sec. 23. 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) Effective October 1, 2014, a member's contributions to the retirement system shall be two (2) per cent of the members Base Pay; provided however, in the event that the employer contribution rate by the district on behalf of such employees exceeds twenty-eight (28) per cent of compensation, the member contribution rate shall be set by Resolution to a rate equal to the excess over twenty-eight (28) per cent. To the extent that the employer contribution is later reduced to twenty-eight (28%) per cent of member payroll or below, the employee contribution shall reduce by Resolution to increase the employer contribution to no more than 28% of member payroll.

(c) The Fire District shall cause the contributions provided for in subsection (b) 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.

Sec. 24. Accumulated member contributions--Transfer.

Upon retirement, a member's accumulated member contributions shall be transferred to the annuity reserve fund. Except as otherwise provided in this article, at the expiration of a period of four (4) years following the date a member ceases to be a member, any balance of the member's accumulated member contributions shall be refunded with interest through the date of termination only.

Sec. 25. Same--Refund of.

(a) The accumulated member contributions of a member or a former member who has not met a credited service and/or credited service and age requirement for normal retirement shall be paid to the former member or vested former member upon written request to the retirement system.

(b) If a member, vested former member or former member dies prior to retirement and no annuity becomes payable by the retirement system on account of the death, the deceased's accumulated member contributions shall be paid to the deceased's

refund beneficiary. If there is no refund beneficiary surviving the deceased, the accumulated member contributions shall be paid to the estate of the deceased.

Sec. 26. Employer accumulation fund; funding objective; contributions by Fire Districts.

(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) Fire District contributions shall be determined by annual actuarial valuation using a level per cent of compensation actuarial cost method. The Fire District shall appropriate or budget the contributions so determined and pay the contribution to the retirement system.

(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.

Sec. 27. Investment of monies.

(a) The retirement board shall be the trustees of the monies and assets of the retirement system and shall have full and unrestricted discretionary power and authority to invest and reinvest such portion of the monies and assets as in its judgement is not immediately required for the payment of pensions, refunds of accumulated contributions and expenses. The retirement board shall have full and unrestricted discretionary power and authority to hold, sell, assign, transfer or otherwise dispose of any securities and

investments in which any monies of the retirement system have been invested, as well as the proceeds of such investments. In exercising its discretionary power and authority with respect to the management of the monies and assets of the retirement system, the retirement board shall have in mind the responsibilities which are attached to such office and shall exercise the judgment and care under the circumstances then prevailing which men of prudence, discretion and intelligence exercise in the management of their own affairs, considering probable income and appreciation as well as the probable safety of capital. Within the limitations of the foregoing standards, investments may be made in accordance with the provisions of applicable state law, if any.

(b) The retirement board may employ investment counsel to advise in the making and disposition of investments and may delegate discretionary authority to its investment counsel within the framework of a duly adopted investment policy.

(c) The retirement board may employ the services of a bank, insurance company or other investment company in the execution of its investment transactions.

Sec. 28. 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.

Sec. 29. Right to annuity not subject to garnishment; assignment.

(a) The right of a person to annuity payments, to the return of accumulated member contributions, the annuity itself, any optional benefit, any other right accrued or accruing to any person under the provisions of this article and any monies belonging to the retirement system shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law or any process of law whatsoever, and shall be unassignable except as is specifically provided in this article. The Fire District shall have the right of setoff from the employee's retirement and benefit system for any claim arising from larceny, embezzlement by or fraud of a member.

(b) If a member or a survivor annuity beneficiary is covered by a group insurance

or prepayment plan participated in by the Fire District and should the member or survivor annuity beneficiary be permitted to and elect to continue such coverage, the annuity recipient may authorize the retirement board to have deducted from his/her annuity the payments required to continue coverage under the group insurance or prepayment plan.

Sec. 30. Annuity reserve fund created.

The annuity reserve fund shall be the fund from which shall be paid all annuities. In the event a disability annuity is terminated as provided in section 20 and the retired member returns to employment with the Fire District, the annuity reserve at that time shall be transferred from the annuity reserve fund to the member's deposit fund, and the employer accumulation fund in the same proportion as was originally transferred from the said funds to the annuity reserve fund.

Sec. 31. Gifts, devises, etc., to retirement system.

All gifts, devises and bequests to the retirement system shall be credited to the employer accumulation fund division or divisions as the retirement board shall determine.

Sec. 32. 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.

Sec. 33. Correction of errors.

The retirement board shall correct errors in the records of the retirement system and in the actions of the retirement board and/or its agents and staff. The retirement board shall seek to recover overpayments and shall make up underpayments. Recovery of overpayments may be accomplished by reducing future payments so that the actuarial present value of actual payments is equal to the actuarial present value of correct payments.

Sec. 34. Member contribution pickup.

(a) Upon implementation, the Fire District shall, solely for the purpose of compliance with section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, member contributions required by this chapter for all compensation of the member after implementation. Member contributions picked up under the provisions of this section shall be treated as Fire District contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such picked up member contributions shall be included in the determination of the member's compensation for all other purposes under federal and state laws.

(b) Member contributions picked up under this section shall continue to be designated member contributions for all purposes of this chapter and shall be considered as part of the member's compensation for purposes of determining the amount of a member contribution. The provisions of this section are mandatory with respect to all employees of the Fire District, and the individual member shall have no option concerning the pickup or to receive the contributed amounts directly instead of having them paid by the Fire District to the retirement system.

Sec. 35. Qualified plan.

(a) The Fire District intends the retirement system to be a qualified pension plan under section 401 of the Internal Revenue Code, as amended, and that the trust be an exempt organization under section 501 of the Internal Revenue Code. The retirement board shall administer the retirement system so as to fulfill this intent.

(b) Internal Revenue Code Limits

- (1) Basic Limitation. Subject to the adjustments in paragraph (3), 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:

- (A) Any ancillary benefit which is not directly related to retirement income benefits;
 - (B) 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.
- (2) 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.
- (3) Adjustments in Limitations.
- (A) 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.
 - (B) In the event the Participant's benefit is based on at least fifteen (15) years of Credited Service, the adjustments provided for in subparagraph (a) above shall not apply.
 - (C) The reductions provided for in subparagraph (a) above shall not be applicable to disability benefits pre-retirement death benefits.
 - (D) 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 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.

- (E) 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 1 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.
- (F) 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.
- (G) 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.

- (H) Cost-of-Living Adjustments. The limitations as stated herein shall 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.
 - (I) For distributions after December 31, 2002 for purposes of Code Section 415(b), the mortality table is the table used under Code Section 417(e) as prescribed by the Secretary of the Treasury in Rev. Ruling 2001-62.
- (4) To the extent applicable, Code Section 415(c) limits annual additions as follows:
- (A) Section 415(c) provides that annual additions to defined contribution plans shall not exceed \$40,000.00, 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 Code Section 415(d).
 - (B) For purposes of this section of the Plan, "annual addition" means the sum for any year of:
 - (i) employer contributions,
 - (ii) the employee contributions, and
 - (iii) forfeitures.
 - (C) Employee contributions are determined without regard to any rollover contributions under sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16) or employee contributions to a simplified employee pension which are excluded from gross income under section 408(k)(6).
- (c) It is the intent of the Fire District that the retirement system be permanent and remain in effect for an indefinite period. The Fire District, however, reserves the right to modify, amend or discontinue the retirement system at any time. The Fire District expressly reserves the right to amend the retirement system in order to comply with any statute, rule or regulation of the federal government of the state or any duly constituted agency thereof.
- (d) In the event the retirement system is discontinued or terminated, all members

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shall immediately become fully vested in their benefits. The discontinuance or termination shall be carried out in all respects in conformance with applicable statute, rule or regulation of the federal government or the state or any duly constituted agency thereof.

(e) Actuarial equivalencies shall be calculated using such rates of interest and mortality tables as the retirement board shall from time to time adopt. In no case shall a rate of interest be less than five (5) per cent a year, compounded yearly. No change in interest rate or mortality table shall reduce the accrued benefit of any member. In the event the makeup of the retirement board is changed in a manner that brings the board under the direct control of an employer, actuarial equivalencies shall be calculated using the 1993 Group Annuity Mortality Table (Male) and an interest rate of five (5) per cent a year, compounded yearly.

(f) All assets of the retirement system shall be held and invested for the sole purpose of meeting the legitimate obligations of the retirement system and shall be used for no other purpose. No part of the assets shall be used for or diverted to purposes other than for the exclusive benefit of participants and beneficiaries prior to satisfaction of all retirement system obligations.

(g) Members of the retirement board and its employees and agents are prohibited from:

- (1) Having a beneficial interest, direct or indirect, in an investment of the retirement system; and
- (2) Borrowing from the retirement system; and
- (3) Receiving any pay or emolument from any individual or organization providing services to the retirement system.

(h) *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. In the event of a mandatory distribution in excess of \$1,000 and the member does not elect to receive the distribution directly then the Board shall make a transfer to an individual retirement plan of the Board's choosing who shall notify the member in writing of such transfer.

(l) Compensation in excess of the limitations set forth in section 401(a)(17) of the Internal Revenue Code shall be disregarded. The limitation on compensation for eligible employees' shall not be less than the amount which was allowed to be taken into account under the system as in effect on July 1, 1993. For the purpose, an eligible employee' is an individual who was a member of the retirement system before the first plan year beginning after September 30, 1996.

Sec. 36. 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.

- (a) Specified offenses are as follows:
 - (1) The committing, aiding or abetting of an embezzlement of public

funds;

- (2) The committing, aiding or abetting of any theft by a public officer or employee from employer;
 - (3) Bribery in connection with the employment of a public officer or employee;
 - (4) Any felony specified in Chapter 838, Florida Statutes;
 - (5) The committing of an impeachable offense.
- (b) 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.
- (1) Conviction shall be defined as 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.
 - (2) Court shall be defined as 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.
- (c) 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.

Sec. 37. Miscellaneous Provision.

(a) 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.

(b) Rollover Distributions

(1) 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.

(2) Definitions.

(A) "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 the joint lives (or joint life expectancies) of the distributee and the 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, excluding hardship distribution. For purposes of a direct rollover, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Code Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which

is includible in gross income and the portion of such distribution which is not so includible.

- (B) “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, a qualified trust, an annuity plan described in section 403(a) of the Code, an eligible deferred compensation plan described in §457(b) which is maintained by eligible employer described in §457(e)(1)(A) of the Code or an annuity contract described in 403(b) of the Code, that accepts the distributee’s eligible rollover distribution and agrees to separately account for amounts contributed into such plan from this plan.
- (C) “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.
- (D) “Direct rollover” is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) 401(a)(9) Required Distributions

- (1) Effective for distributions after December 31, 1996, in accordance with IRC Section 401(a)(9), all benefits under this plan will be distributed, beginning not later than the required beginning date set forth below over a period not extending beyond the life expectancy of the member and a beneficiary.
- (2) Any and all benefit payments shall begin by the later of:
 - a. April 1 of the calendar year following the calendar year of the member’s retirement date; or
 - b. April 1 of the calendar year following the calendar year in which the member attains age 70½.

- (3) If an employee dies before his entire vested interest has been distributed to him, the remaining portion of such interest will be distributed at least as rapidly as provided for under this plan and will comply with the incidental death benefit under Code Section 401(a)(9)(G).
- (4) All distributions under this Plan will be made in accordance with this section, Code Section 401(a)(9) and the regulations thereunder, notwithstanding any provisions of this Plan to the contrary, effective beginning January 1, 2003.

Sec. 38. 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:

(a) 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 attains at least 5 years of Credited Service with the Fire District. 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.

(b) If already vested in another Fire District pension plan, the member shall be entitled to all of the rights and benefits according to 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.

(c) 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

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service with the Fire District for members hired prior to October 1, 2014 or ten (10) years of total combined service with the Fire District for members hired on or after October 1, 2014.

Sec. 38A. Deferred retirement option plan ("DROP").

(a) Eligibility

- (1) Any active member of the retirement system may participate in the DROP upon becoming eligible for a normal retirement.
- (2) The maximum DROP participation period shall be sixty (60) months.
- (3) A Member shall not participate in the DROP beyond the time of attaining 32 years of service and the total years of participation in the DROP shall not exceed sixty (60) months. Members eligibility to participate in the DROP shall be reduced by one month for each month that the member enters the DROP after attaining 27 years of credited service. For example:
 - (A) Members with twenty-seven (27) years of credited service at time of entry shall only participate for sixty (60) months.
 - (B) Members with twenty-eight (28) years of credited service at time of entry shall only participate for forty-eight (48) months.
 - (C) Members with twenty-nine (29) years of credited service at time of entry shall only participate for thirty-six (36) months.

- (b) 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 not less than five (5) business days prior to the effective date of entry into the DROP.

- (c) Limitations on participation.
 - (1) DROP election shall be irrevocable following deposit of the first payment into the member's account.
 - (2) 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 system.
 - (3) A member shall continue to receive all other benefits guaranteed active members under any collective bargaining agreement or applicable Fire District policy, unless otherwise addressed in this plan.
- (d) Contributions. Upon DROP commencement, the member contributions shall continue at 2% of base pay to reduce the unfunded actuarial liability effective October 1, 2014.
- (e) Benefit calculation.
 - (1) Upon commencement of DROP participation, a member's active participation in the system shall cease. 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.
 - (2) 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.
- (f) 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.
- (g) DROP earnings.
 - (1) 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. Effective October 1, 2014, the interest crediting rate

to the DROP is amended. DROP Members who entered the DROP prior to October 1, 2014 will have a one time opportunity to change their investment choice within 60 days of the effective date.

- (2) The member shall choose one (1) of the following two options:
 - (A) 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.
 - (B) 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.
 - (C) Member's accounts shall be credited earnings at one percent less than the actuarial rate of return as provided for in the most recent actuarial rate. These accounts are transferable to the member's spouse or minor beneficiary up to age 18.
- (3) 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.
- (4) 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.
- (h) DROP payout.
 - (1) 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.

- (2) 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
 - (A) In a lump-sum.
 - (B) In equal annual installments.
 - (C) In equal monthly installments.
 - (D) To rollover to another qualified plan.
 - (E) In any combination of rollover, lump-sum and periodic payments.
- (3) 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.
- (4) No DROP payment may be made in a manner inconsistent with state or federal law.
- (5) Pursuant to Code §414(k), Code Sections 72(d), 415, and 401(m) shall be applied to the Retirement System to the extent that benefits are based on either the defined benefit portion of the Retirement System or the defined contribution portion of the Retirement System.
- (l) 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.
- (j) Death/disability during DROP.
 - (1) Should a DROP member die 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.

- (2) Should a DROP member die during DROP participation, and the member chose the option allowing the account to be transferable, then the spouse or beneficiary shall be permitted to remain in the fund and continue to earn interest at one percent below the current actuarial rate of return until the latest day permitted by the Code.
- (3) Should a member become disabled during DROP participation, the 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 participants are not eligible for pension disability benefits.
- (k) 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, except as set forth in this program.

DIVISION 2. RETIREMENT BOARD

Sec. 39. Created; composition.

There is hereby created a retirement board in which is vested the power and authority to administer, manage and operate the retirement and benefit system, and to construe and make effective the provisions of this article. The board shall consist of the following persons:

- (a) Two (2) members who are legal residents of St. Lucie County, who shall be appointed by the Fire District;
- (b) Two (2) members who are full-time General Employees of the Fire District elected by the active General Employees who are members of the Plan; and
- (c) A fifth (5th) Trustee selected by a majority vote of the other four (4) Trustees.

The elections of the elected members to the retirement board shall be held under such rules and regulations as the retirement board shall from time to time adopt.

Sec. 40. Meetings; quorum; rules; records.

The retirement board shall hold at least four (4) meetings each year at a time and place designated by the board, and as many other meetings that are deemed necessary to transact the business of the retirement system. At any meetings of the retirement board, three (3) members shall constitute a quorum. Each retirement board member shall be entitled to one vote on each question and at least three (3) concurring votes shall be required for a decision by the board at any of its meetings. The board shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings of the board shall be public.

Sec. 41. Officers; actuary; contracts.

(a) The retirement board shall annually designate from its own number a chairperson and vice chairperson.

(b) The Office of the Clerk/Treasurer of the Fire District shall be treasurer and secretary of the retirement system and the custodian of its assets. However, the Board may at its own discretion hire its own custodian.

(c) To assist the board in meeting its responsibilities under this Plan, the Board shall:

- (1) Employ legal counsel.
- (2) Employ an actuary who shall be technical advisor to the board and who shall perform such other duties as the retirement board shall from time to time designate.
- (3) Employ such independent professional, technical, or other advisers as it deems necessary.

If the board chooses to use the Fire District's legal counsel or actuary, or chooses to use any of the Fire District's other professional, technical, or other advisers, it must do so only under terms and conditions acceptable to the board.

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Sec. 42. Annual reports.

The Clerk/Treasurer shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The retirement board shall annually report to the Fire District showing the fiscal transactions of the retirement system for the preceding fiscal year. The board shall furnish the Fire District commission such additional information regarding the operation of the system as the Fire District commission shall from time to time request.

Sec. 43. Adoption of experience tables and regular interest.

The retirement board shall from time to time adopt such mortality and other tables of experience, and a rate or rates of regular interest, as are necessary in the operation of the retirement system on an actuarial basis.

Sec. 44. Vacancies.

A retirement board member provided for in section 35 who ceases to be a member shall be considered to have resigned from the retirement board and the board shall, by resolution declare the office vacant. A vacancy on the retirement board shall be filled, for the unexpired term, in the same manner as the office was previously filled.

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Sec. 45. Terms of office.

The term of office of a retirement board member provided for in section 35 shall be for two (2) years.

ARTICLE III. SOCIAL SECURITY

DIVISION 1. GENERALLY

Sec. 1. Policy and purpose.

It is the policy and purpose of the Fire District to extend to certain employees thereof, not excluded by law, nor excepted in this article, the benefits of the system of old age and survivors insurance as authorized by the federal Social Security Act and amendments thereto, and by Chapter 650, Florida Statutes, as amended; and to cover by such plan all services which constitute employment as defined in Section 650.02, Florida Statutes, performed in the employ of said Fire District by such employees thereof, except service of an emergency nature, service in any class or classes of elective positions, service in any class or classes of part-time positions, service in any class or classes of positions the compensation of which is on a fee basis, employees presently employed who do not elect coverage and nonmembers of the retirement and benefit system of the Fire District.

Sec. 2. Agreements to extend benefits to Fire District general employees.

The Fire District is hereby authorized and directed to execute all necessary agreements and amendments thereto with the division of retirement of the state department of administration, as state agency, and to request the governor to authorize an employee referendum, for the purpose of extending the benefits provided by the system of old age and survivors insurance to the employees of this Fire District designated in sections 42 and 45, which agreement shall provide for such methods of administration of the plan by the Fire District as are found by the state agency to be necessary and proper and, subject to employee referendum, shall be effective with respect to services in employment covered by such agreement.

Sec. 3. Terms and conditions of Social Security Act adopted.

The Fire District does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges and other conditions thereunto appertaining, of Title II of the Social Security Act as amended, for and on behalf of all general employees of its departments and agencies to be covered under the agreement.

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Sec. 4. Scope of extension of benefits.

There shall be included in any agreement entered into under section 43 only services in positions of general employees who are members of the Retirement System for the General Employees of the Fire District.

Sec. 5. Salary withholdings.

Withholdings from salaries, wages or other compensation of employees for the purpose provided in section 42 are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable state or federal laws or regulations, and shall be paid over to the state agency designated by said laws or regulations to receive such amounts.

Sec. 6. Custodian of funds; withholding and reporting agent.

The Clerk/Treasurer is hereby designated the custodian of all sums withheld from the compensation of general employees and of the appropriated funds for the contribution of the Fire District, and he is hereby made the withholding and reporting agent and charged with the duty of maintaining personnel records for the purposes of this division.

Sec. 7. Appropriation of matching funds; disposition.

There shall be appropriated from the Fire District general fund such amounts, at such times, as may be required to pay promptly the contributions, assessments and referendum costs required of the Fire District as applicant or employer by state or federal laws or regulations, which shall be paid over to the lawfully designated state agency at the times and in the manner provided by law and regulation.

Sec. 8. Records and reports.

The Fire District shall keep such records and make such reports as may be required by applicable state or federal laws or regulations, and shall adhere to the regulations of the state agency.

DIVISION 2. FIREFIGHTER

Sec. 9. Policy and purpose.

It is hereby declared to be the policy and purpose of the Fire District to extend to certain employees thereof in the position of firefighter and not excluded by law nor excepted in this article, the benefits of the system of old age and survivors insurance as authorized by the federal Social Security Act and amendments thereto, and by Chapter 650, Florida Statutes, as amended; and to cover by such plan all of their services which constitute employment as defined in section 650.02, Florida Statutes, performed in the employ of said Fire District.

Sec. 10. Authority to execute agreements to extend benefits.

The Fire District is hereby authorized and directed to execute all necessary agreements and amendments thereto with the state agency, and to request the governor to authorize an employee referendum, for the purpose of extending the benefits provided by the system of old age and survivors insurance to the employees of said Fire District designated in sections 50 and 54 which agreement shall provide for such methods of administration of the plan by said Fire District as are found by the state agency to be necessary and proper and, subject to employee referendum, shall be effective with respect to services in employment covered by such agreement.

Sec. 11. Terms and conditions of Social Security Act adopted.

The Fire District does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges and other conditions thereunto appertaining, of Title II of the Social Security Act as amended, for and on behalf of all its general employees to be covered under the agreement.

Sec. 12. Scope of extension of benefits.

There shall be included in any agreement entered into under section 52 only services in positions of firefighters who are members of the St. Lucie County Fire District Firefighters' Pension Trust Fund.

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Sec. 13. Salary withholdings.

Withholdings from salaries, wages or other compensation of employees for the purpose provided in section 50 are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable state or federal laws or regulations, and shall be paid over to the state agency designated by said laws or regulations to receive such amounts.

Sec. 14. Custodian of funds; withholding and reporting agent.

The Clerk/Treasurer is hereby designated the custodian of all sums withheld from the compensation of general employees and of the appropriated funds for the contribution of the Fire District, and he is hereby made the withholding and reporting agent and charged with the duty of maintaining personnel records for the purposes of this division.

Sec. 15. Appropriation of matching funds; disposition.

There shall be appropriated from available funds, derived from the St. Lucie County Fire District, such amounts, as such times, as may be required to pay promptly the contributions, assessments and referendum costs required of the Fire District as applicant or employer by state or federal laws or regulations, which shall be paid over to the lawfully designated state agency at the times and in the manner provided by law and regulation.

Sec. 16. Records and reports.

The Fire District shall keep such records and make such reports as may be required by applicable state or federal laws or regulations, and shall adhere to the regulations of the state agency.

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