

CITY OF LAUDERHILL POLICE OFFICERS' RETIREMENT PLAN



SUMMARY PLAN DESCRIPTION

DATED: February 2025

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INTRODUCTION TO THE PLAN

CHAPTER 1

This document is intended to be a plain language summary of the administration and benefits provided by the City of Lauderhill Police Officers' Retirement Plan (the "Plan").

While efforts have been made by the Board of Trustees (the "Board") to provide an accurate summary, this document is not the official Plan document and your actual benefits are governed by the appropriate provisions of the actual statutes and ordinances which create this Plan, the Code of the City of Lauderhill, and Chapter 112, Part VII and Chapter 185, Florida Statutes which may be found at www.municode.com. This summary has been updated through ordinance 24O-10-153, dated January 13, 2025. If there is any conflict between those legislative provisions and this summary, the legislative provisions control. Nothing in this document is intended to nor does it create a contract for benefits greater than that provided by law.

This Summary Plan Description was prepared in February 2025.

Any questions you have regarding your rights or benefits under this Plan should be directed to the Plan Administrator whose name, address and telephone number are:

David Williams
Precision Pension Administration
13790 NW 4th Street, Suite 105
Sunrise, Florida 33325
(954) 636-7170
Email: davew@laudehrillpolicepension.org or
patty@lauderhillpolicepension.org

GENERAL INFORMATION

CHAPTER 2

Type of Plan & Plan Name

This is a defined benefit plan. This means the amount of benefits that you receive is a percentage of your salary multiplied by years of service in the Police Department. The Plan's name is the City of Lauderhill Police Officers' Retirement System.

Plan Sponsor

The Plan Sponsor is the City of Lauderhill.

Members of the Plan

The Plan is open solely to active police officers of the City of Lauderhill.

Administration of the Plan

The Plan is administered by a five-member Board. Two of the Trustees are citizens, legal residents or current employees of the City, and are appointed by the City commission. Two Trustees are police officers elected by a majority of the police officers who are active Plan members. The fifth member is chosen by a majority of the other four Trustees and such person's

name is submitted to the City commission for appointment. The Trustees serve a 4-year term and are eligible for re-election or re-appointment.

The Board is responsible for directing the investment of Plan assets to ensure that there will be adequate monies for future benefits. The Plan's money is invested by professional money managers whose performance is monitored by investment professionals on a quarterly basis to ensure that the Board is receiving a proper return on the investment of pension assets.

Board of Trustees

The current Board of Trustees are:

- David Hennessy— Chairman
- Andrea Anderson—Secretary
- Torrance Gary—Trustee
- Kennie Hobbs—Trustee
- Sam Smith—Trustee

In accordance with Florida law, the Chairman is the registered agent for service of process. The Chairman can be contacted at the address below:

Lauderhill Police Officers' Retirement Plan
City of Lauderhill Police Department
6279 W. Oakland Park Boulevard
Lauderhill, Florida 33313

In the absence of the designated Chairman, any member of the Board is subject to service of process.

Contacting the Trustees

Board of Trustees:

City of Lauderhill
6279 W. Oakland Park Blvd.
Lauderhill, FL 33313
Main City of Lauderhill phone: (954) 739-0100

Collective Bargaining

From time to time, the Fraternal Order of Police and the City have negotiated Plan changes. Any contract provision must be made effective by changing the ordinances which govern this Plan.

More Information

The Plan's website is the best resource to access current information about the Plan. The Plan's website may be accessed at <http://lauderhillpolicepension.org/>. Plan documents, board meeting minutes and agendas, policies and procedures, and financial reports are all available online. You may also contact the pension office at (954) 636-7170, Monday through Friday, 9am to 5pm, excluding City holidays.

SERVICE PROVIDERS

CHAPTER 3

The Plan employs various professionals who advise and provide financial, legal, and other services to the Plan and the Board.

Actuary

The Plan's actuary is Dulaney & Company. Actuarial services include preparation of the Plan's annual actuarial valuation, actuarial experience studies, annual member statements, buy-back calculations, actuarial impact statements, and other required reports and calculations, including annual cost of living adjustments.

Administrator

The Plan is administered by Dave Williams, Administrator, whose address is: Precision Pension Administration, 13790 NW 4th Street, Suite 105, Sunrise, Florida 33325, telephone number: (954) 636-7170. The day-to-day record-keeping functions of the Plan are the responsibility of Dave Williams. All records and books of the Plan, except medical records, are available for public inspection at the office of the Board.

Attorney

The Plan's general counsel is Klausner, Kaufman, Jensen, & Levinson.

Auditor

The auditor is responsible for auditing the annual financial statements of the Plan. The Plan's auditor is KSDT.

Custodian

The Plan's assets are held in trust at Fifth Third Bank.

Investment Consultant

Jeffery Swanson, Southeast Advisory Services, Inc., prepares a quarterly report comparing the Plan's performance to certain benchmarks and other criteria.

Investment Managers

The Board hires professional investment advisors to invest Plan assets.

CONTRIBUTIONS TO THE PLAN

CHAPTER 4

Employee Contributions

Each active member of the Plan contributes a percentage of their salary to the Plan. Effective October 1, 2005, each member is required to contribute 10% of their salary to the Plan. This contribution is accomplished through what is known as a "pick-up" plan. A pick-up plan provides for the withdrawal from an employee's pay of the required contribution prior to the time that the pay is subjected to federal income taxation. Contributions will remain in the Plan unless withdrawn as provided in the Plan. The money is then placed directly in the Plan on behalf of the employee by the City. Effective as of the date on which this Plan required employee contributions, the member contributions made pursuant to this paragraph shall be treated as

mandatory employee contributions and shall be subject to the annual limitations of Section 415(c) of the Code to the applicable to governmental plans.

The purpose of the pick-up plan is to allow an employee to defer taxation on the contribution until such time as an employee actually receives a pension. The pick-up plan is authorized pursuant to City Ordinance Section 2-77 and Section 414(h)(2) of the Internal Revenue Code.

Employer Contributions

The City shall make such contributions under the Florida Protection of Public Employee Retirement Benefits Act and Chapter 185, Fla. Stat., which together with contributions picked-up on behalf of members, Plan earnings and state insurance premium tax rebates, will maintain the Plan on a sound actuarial basis, as determined by the Board in conjunction with its actuary. The City's contributions shall be deposited at least quarterly.

State Contributions

All premium tax revenues received by the City in accordance with Chapter 185, Fla. Stat., shall be utilized prospectively in the same manner as they have been utilized under existing past practice. Premium tax revenues are State insurance tax revenues remitted by the City, which are collected on casualty insurance policies in the City in accordance with Chapter 185, Fla. Stat. All funds in the excess state monies reserve shall be applied to reduce the City pension contribution.

Vesting and Termination

Except as otherwise provided in section 2.82 of the Plan Document, all rights to benefits under this Plan shall terminate when a member's employment terminates for any reason other than normal service retirement, early service retirement, or disability retirement.

- **Tier One members** who complete five (5) years of credited service and whose contributions remain in the Plan has a vested right to accrued benefits from the Plan. No Tier One member who has completed less than five (5) years of credited service shall have a vested interest in any accrued benefit.
- **Any Tier Two members** who completes seven (7) years of credited service and whose contributions remain in the Plan has a vested right to accrued benefits from the Plan. No Tier Two member who has completed less than seven (7) years of credited service shall have a vested interest in any accrued benefit.

Every member shall have the right to elect to receive, in lieu of all benefits under the Plan, a return of the member's accumulated contributions.

ELIGIBILITY, CREDITABLE SERVICE, AND RETIREMENT DATES

CHAPTER 5

Members who were hired as police officers prior to March 23, 2009, are members of Tier One. Members who were hired as police officers on or after March 23, 2009, are members of Tier Two. The following sections of this Summary Plan Description include details of the differences between Tier One and Tier Two.

Normal Retirement Date (NRD)

- **Tier One** - Members of Tier One are eligible for normal service retirement on the first day of the month coincident with or next following the date upon which the member has completed twenty (20) years of credited service; or the date upon which the member reaches age fifty-five (55) with five (5) years of credited service.
- **Tier Two** - Members of Tier Two are eligible for normal service retirement on the first day of the month coincident with or next following the date upon which the member has completed twenty (20) years of credited service; or the date upon which the member reaches age fifty-five (55) with seven (7) years of credited service.

Eligibility for Membership

You are eligible to be a member of Plan if you meet all City requirements for employment as a Police Officer and satisfy the requirements of the Plan. These requirements include submitting to a pre-employment physical and providing a list of certain medical and employment information to the pension office. You must be employed full-time by the City.

Buyback Credit for Prior Police or Military Service

A member with prior police service with another employer or who has served on active military duty in the Armed Forces of the United States may purchase up to a maximum of five (5) years of service credit, provided that for each year being purchased the member pays to the Plan the full actuarial cost of the buyback as determined by the Plan actuary. A member purchasing military service or prior service may purchase the service in one lump sum or by payroll deductions in installments. Such installment payments shall not exceed ten (10) years. Members making installment payments shall be assessed interest at the rate of eight percent (8%) per year. Members, who commenced making installment payments for the purchase of credited service on or before March 26, 2009, shall be assessed an interest rate of five percent (5%) for the first five (5) years, and eight percent (8%) for the next five (5) years. In the alternative, members may finance the purchase of prior military or police service through the use of accumulated sick or vacation leave. For the first year of this program, election shall be made on or before April 1, 2022 for the fiscal year beginning October 1, 2022 and all subsequent years shall follow the same process. The amount of sick and vacation leave available for this program shall be determined in accordance with any caps and percentages set forth in the CBA in effect on the date of the election.

A member who is receiving or will receive a pension benefit for prior service in any other pension plan supported by public funds, except a military pension, shall not be eligible for buyback of that prior service, under the provisions of this section. In order to be permitted to

purchase prior service, the member must submit proof to the Board that the member is not receiving and will not receive a pension benefit from another plan based on the prior service. Prior police and/or military service shall not count towards vesting under the Plan.

RETIREMENT BENEFITS

CHAPTER 6

The following benefits are available from the Plan:

Tier One Normal Retirement Benefit

Upon reaching their normal retirement date, Tier One members, who have attained a vested interest in the Plan, are entitled to a retirement benefit of 3.5% of final monthly compensation multiplied by the number of years of credited service.

Tier Two Normal Retirement Benefit

Upon reaching their normal retirement date, Tier Two members, who have attained a vested interest in the Plan, are entitled to a retirement benefit of 3% of final monthly compensation multiplied by the number of years of credited service for a maximum benefit of seventy-five percent (75%) of final monthly compensation. Members of Tier Two may purchase an increase in the multiplier up to three and one-half percent (3½%). Any enhanced multiplier benefit purchased shall not be subject to the seventy-five percent (75%) of final monthly compensation limitation, however, a member's total benefit shall not exceed one hundred percent (100%) of final monthly compensation. Tier Two members may finance the purchase of the increased multiplier through the use of accumulated sick or vacation leave. For the first year of this program, the election shall be made on or before April 1, 2022 for the fiscal year beginning October 1, 2022 and all subsequent years shall follow the same process. The amount of sick and vacation leave available for this program shall be determined in accordance with any caps and percentages set forth in the CBA in effect on the date of the election.

For ALL MEMBERS employed by the City as of April 25, 2011, years of service accrued prior to October 1, 2001, shall be determined by multiplying three and one-half percent (3½%) of final monthly compensation by the number of years of credited service for all service accrued prior to October 1, 2001.

Final Monthly Compensation

Final monthly compensation is the average of the best five (5) of the last ten (10) years of service. If the member is employed for less than five (5) years, the average is taken from the period of actual employment.

Credited service

Credited service means uninterrupted service as a police officer for which a contribution to the Plan is made.

Early Retirement

If a member completes ten (10) years of service and is age fifty (50), the member may elect an early retirement benefit. This retirement benefit may be taken in either of two ways. It may commence immediately on the first day of the month coincident with or next following the date of early retirement and continue during the member's lifetime. The benefit is actuarially reduced for each year and month by which the starting date of the benefit precedes the normal retirement date.

Alternatively, a member who has completed ten (10) years of service and is age fifty (50) may receive a deferred retirement benefit by waiting to receive a pension benefit until the member reaches normal retirement age (the date upon which a member of Tier One would have completed twenty (20) years of credited service, or the date upon which the member of Tier One attains age fifty-five (55) with five (5) years of credited service. For members of Tier Two, normal retirement age is the date upon which the member completes twenty (20) years of credited service or the date which the member of Tier Two attains age fifty-five (55) with seven (7) years of service. This benefit will continue during the member's lifetime and will not be subject to the early retirement actuarial reduction. The amount of the deferred early retirement benefit is computed the same as for normal retirement, except that final monthly compensation and credited service are determined as of the member's early retirement date.

Optional Forms of Retirement Benefit

1. **Life annuity** – A member may elect to receive an enhanced annuity payable for life. If the member dies before the sum of his or her benefit payments equals the member's employee contributions, the member's beneficiary gets what's left in a single sum. Once a member's benefit payments exceed his or her contributions, all benefit payments stop upon the death of the member.
2. **Joint and last survivor option** – The Joint and 100% Survivor form of payment pays the retired participant a reduced monthly pension for life. Upon the retired participant's death, the joint pensioner designated when the form of payment was elected will be paid 100% of the reduced monthly pension for life.
3. **Designated beneficiary.** Upon failure of a member to designate a beneficiary, any monies owed to the member shall be paid to the member's estate. Any member may designate a choice of one (1) or more persons, named sequentially or jointly, as his or her beneficiary or beneficiaries.

The consent of a police officer's joint survivor is not required for the selection of any option. A member may replace a designated joint survivor, provided that the previously designated joint survivor is alive at the time of removal. The amount of the benefit payable to the member upon the designation of a new joint survivor is actuarially re-determined taking into account the ages and sex of the former joint survivor, the new joint survivor, and the member. The consent of the Board is required regarding these changes.

Payment of Normal Retirement Benefit

Pension benefits may be paid in a number of ways. You can ordinarily expect to receive your first retirement benefit check within thirty (30) to ninety (90) days from separation from service. Direct deposit is available upon request but will require approximately thirty (30) days for processing.

The normal form of retirement for a member is a ten-year certain and life thereafter annuity. This means that a member receives a pension for life and is guaranteed 120 payments regardless of whether the member dies prior to the 120th payment. If the member dies prior to receiving at least 120 monthly payments, monthly payments will be made to the member's beneficiary until a total of 120 payments have been made. If a member dies after his or her normal retirement date but before receiving benefits, the member's beneficiary shall be entitled to 120 monthly payments in an amount equal to that which the member would have received had the member retired on the date of death. If a member is still alive after the payment of the 120th pension check, the pension continues for the life of the member, but there is no survivorship benefit paid to a spouse or any other beneficiary upon the member's death.

Thirteenth Check or COLA (Cost-of-Living Adjustment)

Effective October 1, 2004, each Tier One member shall be eligible, upon retirement or entry into Deferred Retirement Option Plan (DROP), to receive a cost-of-living adjustment (COLA) in the form of a thirteenth check. The COLA is not guaranteed and is based upon actuarial gains in the Plan which takes into account the investment performance of the Plan. The funds required for the payment of any COLA are derived solely from the investment return of Plan assets only in such amounts that exceed the investment return assumed for purposes of the actuarial valuation of the Plan and a total experience gain for the Plan as compared to the actuarial assumptions. The COLA shall not exceed the regular monthly retirement benefit of the member.

Effective October 1, 2024, the board shall be authorized to pay a non-recurring cost-of-living adjustment to a member, who has retired on or after October 1, 2024 and has fully separated from service from the DROP if applicable, beginning in the third year after retirement provided the plan has positive actuarial experience in the preceding fiscal year and the amount of the cost-of-living adjustment does not exceed three (3%) percent of the retired member's annual retirement benefit in any given year. This benefit is to abolish and replace the thirteenth check benefit described above. Members who separated from City service on or before September 30, 2024, shall not be eligible for this benefit.

Members of Tier Two shall not be entitled to any COLA or a thirteenth check program.

Post Retirement Supplement

In addition to the monthly benefits provided by the Plan, retirees are entitled to a supplemental benefit described below. *****Members who enter DROP as early retirees are not eligible for the Post Retirement Supplement.**

Members Employed by the City on or After April 25, 2011

For members employed by the City on or after April 25, 2011, and who retired on or before September 28, 2016, the post retirement supplement will equal \$10 per month, per year of service, provided that such member has:

- at least twenty (20) years of credited service with the City; or
- separated from service at age fifty-five (55) or older with more than 5 years of credited service with the City.

The post retirement supplement shall commence on the fifth anniversary date of termination of service and shall cease upon the member reaching sixty-five (65) years of age.

Members Employed by the City on or After September 28, 2016

For members employed by the City on or after September 28, 2016, the post retirement supplement will equal ten dollars (\$10.00) per month, per year of service, up to a maximum of twenty (20) years of service (\$200.00/month), provided such member is eligible to begin drawing his or her normal retirement benefit immediately upon separation. The post retirement supplement shall cease upon the member reaching sixty-five (65) years of age.

All Members Employed by the City on or After July 1, 2020

Effective June 29, 2020, all members employed by the City on or after July 1, 2020, and who retire from service after June 29, 2020, the post retirement supplement will equal twenty-five dollars (\$25.00) per month, per year of service, up to a maximum of six hundred dollars a month (\$600.00), provided that such member has:

- at least twenty (20) years of credited service with the City; or
- separated from service at age fifty-five (55) or older with more than 5 years of credited service with the City.

The post retirement supplement shall commence in the first full month following termination of service and shall cease upon the member reaching sixty-five (65) years of age.

All Member Employed by the City on or After October 1, 2024

All members employed by the City on or after October 1, 2024, who then retire from the City, the post retirement supplement will equal forty dollars (\$40.00) per month, per year of service, up to a maximum of eight hundred dollars (\$800.00), provided that such member has:

- at least twenty (20) years of credited service with the City; or
- separated from service at age fifty-five (55) or older with more than 5 years of credited serv with the City.

The post retirement supplement shall commence in the first full month following termination of service and shall cease upon the member reaching sixty-five (65) years of age.

Defined Contribution Component

Pursuant to the requirements of Section 185.35(6), Fla. Stat., the Plan contains a provision for a defined contribution plan (“DC Plan”). However, the DC Plan will not be activated unless and until a portion of premium tax revenues has been assigned to fund the DC Plan as negotiated by the parties to the applicable bargaining unit contracts, or if mutual consent on the use of premium tax revenues is not achieved and the default is engaged.

Deferred Retirement Option Plan (DROP)

Your Plan has created a DROP which offers active members an opportunity, prior to retirement, to keep working and simultaneously accumulate pension benefits. In other words, it is a chance to earn two incomes at the same time, with one of them being saved and invested without current tax liability. From a technical standpoint, a DROP program represents a method of providing for the deferred receipt of retirements from a defined benefit plan.

Eligibility to participate in the DROP is based upon the attainment of normal retirement age. (See page 7 above for description of normal retirement age.) Effective June 29, 2020, members who have fifteen (15) or more years of credited service with the City, may enter the DROP at any time after the attainment of age fifty (50). The maximum period of participation in the DROP is five (5) years. Notice of election to DROP must be accompanied by a post-dated letter of resignation which shall be fully binding upon the member. Any subsequent election to voluntarily terminate employment, prior to the maximum limit of the DROP, shall be by binding written notice to the employer.

Upon entering the DROP, the member’s service pension is calculated by the Plan’s actuary as if the member had actually retired and separated from service on the date of entry into the DROP, but the member, however, keeps working for the City for up to seven (7) years, provided that members make a one and one-half percent (1.5%) contribution of applicable Tier 1 or Tier 2 Earnable Compensation, to be deducted from earnable compensation, for any time worked during the member’s sixth or seventh year in the DROP. In other words, the member’s credited service, accrued benefits and earnable compensation calculation is frozen, and the best five (5) years out of the last ten (10) years of employment immediately preceding entry into the DROP will be used to determine benefits.

In regards to Tier One DROP participants, the value of a member’s pensionable accrued holiday/incentive, vacation and sick time, as of April 28, 2014, will be included based on the member’s rate of pay as of the earlier of the date he or she enters the DROP or September 30, 2014, provided that he or she maintains said leave at the time of entry into the DROP. Payment shall be made into the employee’s DROP account in the amount which would be paid had the member separated from the City and commenced normal retirement.

Since a DROP participant is “retired” for pension purposes, the member ceases making regular employee contributions during DROP participation. Because the DROP participant is no longer

making contributions into the Plan, the DROP participant's take-home pay will generally increase. It is important to recognize, however, that a DROP participant is no longer eligible for any increase in pension benefits after entering into the DROP.

Entry into the DROP is irrevocable once made. At the end of participation in the DROP, and not more than seven (7) years after entry into the DROP, the member must actually separate from service with the City. Upon separation, the member is eligible to receive the proceeds of his or her DROP account together with any interest earnings within 90 days. The member also begins to receive his or her monthly service pension on the first day of the month following his or her actual separation from service.

DROP account balances, at the option of the member, may be paid as a lump sum, rolled over to an IRA (individual retirement plan), rolled over to a 457-deferred compensation plan, or rolled over to another qualified plan. No payment may be made from the DROP until the employee actually separates from service with the City.

Upon commencement of participation in the DROP, the member shall no longer be eligible for disability retirement from the Plan. If a member becomes disabled during the DROP period, the member shall be treated as if he or she voluntarily terminated DROP participation on the day prior to the date of disability. If an employee shall die during participation in the DROP, the employee shall be treated as any other vested member in the Plan who dies after retirement.

*****Members who enter DROP as early retirees are not eligible for the Post Retirement Supplement.**

DISABILITY BENEFITS

CHAPTER 7

Service Incurred (Line-of-Duty) Disability Benefit

A member shall be eligible for a service-incurred disability retirement from the entry date into the Plan. If a member becomes permanently and totally disabled from useful and efficient service as a police officer as the result of an accident, illness, or injury arising in the line of duty, a member is entitled to a disability pension paid in equal monthly installments in an amount equal to the member's accrued benefit but shall not be less than 42% of final monthly compensation.

Non-Service Incurred (Non-Line of Duty) Disability Benefit

A member with ten (10) or more years of service credit may be eligible for a non-duty disability pension. If injured outside the line of duty, the member is permitted to apply for a non-service incurred disability retirement which shall be paid in equal monthly installments in an amount equal to two percent (2%) of final monthly compensation multiplied by the number of years of credited service but shall not be less than twenty-five percent (25%) of final monthly compensation.

Payments of disability benefits for either duty or non-duty disabilities continue until the death of the member or recovery from the disability.

Disability procedure

A member seeking a disability retirement should request a disability application from the Plan Administrator and is required to submit proof of the disability. After reviewing a disability application, the Board shall require the applicant to submit to an independent medical examination conducted by a physician or physicians selected by the Board. A member applying for a disability benefit has the right to request a formal evidentiary hearing at which time medical reports will be considered, and the member will have an opportunity to present his or her own evidence and cross examine all witnesses.

A member who receives a disability pension can be reexamined by the Board at any time prior to the member's normal retirement date, and if found to have recovered, must resume active service with the City. If a member recovers, yet refuses reemployment with the City, the disability pension will be terminated. Disability benefits may not be awarded to a member whose employment terminated prior to the member's becoming disabled, nor may a member receive a disability benefit as the result of a self-inflicted injury or any disability resulting from the habitual use of narcotics or alcoholic beverages.

DEATH AND SURVIVOR BENEFITS

CHAPTER 8

Service Incurred (Line-of-Duty) Pre-Retirement Death Benefit

If a member dies prior to retirement, benefits are payable to surviving beneficiaries. If a member dies prior to vesting, the member's designated beneficiary is paid the amount equal to the member's accumulated contributions.

- If a Tier One member has completed five (5) years of credited service, the member's designated beneficiaries are entitled to the benefits otherwise payable at early or normal retirement.
- A Tier Two member must complete seven (7) years of credited service in order for the member's designated beneficiaries to be entitled to the benefits otherwise payable at early or normal retirement.

If a retiree dies, death benefits, if applicable, will be paid in accordance with any optional form of benefit chosen at the time of retirement.

In addition to benefits payable from the Plan, death benefits are also available from a variety of other sources as well. The State of Florida provides a \$75,000.00 death benefit if a police officer is accidentally killed while engaged in the performance of law enforcement duties, **or** if the officer is accidentally killed while in hot pursuit or in responding to what is reasonably believed to be an emergency. If the officer is intentionally killed while engaged in the performance of law enforcement duties, the death benefit is increased to \$225,000.00. **The amount of \$1,000 must be paid toward funeral and burial expenses.**

Moreover, the children of a police officer intentionally killed in the line of duty are entitled to a college education at a Florida public university, community college or vocational-technical school at the expense of the state. The spouse and children are also entitled to receive free health insurance. Workers' Compensation benefits may also be available.

The United States Department of Justice has created a Public Safety Officer Death Benefit Program. As of October 1, 2023, police officers killed in the line of duty receive a \$437,503.00 payment from the United States government. In addition, police officers killed while assisting federal agents also receive an additional \$50,000.00. These programs are administered by the United States Department of Justice, Law Enforcement Administration. Finally, Social Security death benefits provide additional income based on statutory criteria.

In the case of a death or disability occurring on or after January 1, 2007, if a member dies while performing qualified military service, the survivors of the member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the member had resumed and then terminated employment by the City of the account of death.

Post-Retirement Death Benefit

If a member dies while participating in DROP, irrespective of the cause of death, the member is presumed to have separated from service on the date of death and the proceeds of the member's DROP account, including any investment gains, are paid to the member's designated beneficiary. In such event, pension payments are made in accordance with the survivor option elected by the member prior to death. The DROP participant is treated as a retiree and any elected survivorship benefit would become due and payable upon the DROP participant's death, whether or not that death was duty related.

OTHER IMPORTANT INFORMATION

CHAPTER 9

Appearance before the Board

All meetings of the Board are open to the public and are governed by the provisions of the Florida Government in the Sunshine Law. Any member wishing to present a request for action by the Board must do so by making a request in writing to the Plan Administrator in advance of the meeting. All decisions of the Board are final. Members who disagree with a decision of the Board may seek judicial review by filing a petition for writ of common law certiorari in the Circuit Court of Broward County.

Benefit Forfeiture

As previously mentioned, if you separate from service before you vest, you will not receive any benefits from the Plan, although, you are entitled to a refund of your contributions. If you are convicted of certain crimes listed in Section 112.3173, Florida Statutes, committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the Plan, except for the return of your contributions as of the date of your termination.

Pension Benefits as Marital Property

Under state law and local ordinance, this Plan is exempt from claims of creditors. The only exception is a court award of child support or spousal support. Under Florida law, there is a specific exemption permitting these payments to be made from the Plan. In the case of alimony and child support, the Plan may make payments directly to the former spouse or to the registry of the court.

In the event that a member is divorced, the member's retirement benefit may be subject to distribution between the member and the former spouse under Florida's dissolution of marriage law. No share of the retirement benefit which is payable to a former spouse may be released until the member is actually retired and in receipt of benefits from the Plan. In the case of property settlement, payments must be made to a joint account in the name of the member and the former spouse. The bank will act as a trustee of the account and divide the pension payment between the member and the former spouse in accordance with the dictates of the divorce order. No survivorship benefit may be paid to a former spouse after the death of a retired member. Members should submit proposed orders affecting the Plan prior to their entry by the court.

Taxability of Pension Benefits

Service retirement payments and non-duty disability pensions are taxable as ordinary income. The retiree will receive a tax form from the Plan at the end of each January reporting the income received in the prior year. Service-connected disability retirement pensions, coordinated with Worker's Compensation, are generally considered to be tax exempt. For specific tax advice you should consult a qualified tax expert.

Application for Pension Benefits

Application for service retirement benefits is made by filing an application form with the Plan Administrator. Application for disability retirement requires the completion of an application form and submission to such medical exams as may be determined by the Board. All applications may be obtained from the Plan Administrator.

If a member is dissatisfied with any benefit application brought before the Board, the member has the opportunity to appeal that decision within thirty (30) days of the date of any written decision by the Board by filing a petition for common law certiorari in the Circuit Court of Broward County, Florida.

Reemployment After Retirement

If you retire under normal or early retirement and wish to be reemployed by the City, you should be aware that your ability to continue to receive your pension benefit upon reemployment will be restricted. However, the police chief, if eligible for an unreduced retirement, or any former member who retired and is reemployed by the City as a reserve officer working less than 30 hours a week or is otherwise ineligible to participate in the Plan may receive an in-service distribution upon reemployment with the City.

Coordination of Benefits

In the event that a member of this Plan has earned the sufficient amount of years of total service

in this Plan and other City sponsored plans to satisfy the lesser of the vesting requirements of the plans, the participant shall be eligible for coordination of benefits from the plans, to the extent of any service accrued in such plans.

Upon retirement, the member shall receive payment from this Plan in an amount equal to the credited service accrued, as well as payment from the prior plan, as appropriate. The normal retirement date application to benefits payable from each plan shall be determined in accordance with the provisions of each plan the member has participated. The member's total city service shall be used to determine the normal or early retirement eligibility. A member's normal retirement benefit amount in a prior plan will be determined as of the date of transfer from the prior plan. This benefit is available even though the member does not otherwise have a vested benefit in this Plan, provided the member, upon termination in this Plan, has kept their contributions on deposit with each plan in which they participated.

Members eligible for coordination of benefits should communicate with all plans in which a benefit is owed to ensure service time is accurately credited.

Filing for Retirement

In order to ensure that you receive your pension on time, you should file your application with the Pension Administrator at least 30 days before retirement. All forms can be obtained from the Pension Administrator at the address on the Introduction page. Penalties will be imposed for making a false or misleading statement to obtain a pension benefit. It can take up to 60 days after your date of retirement to receive your first pension check.

If an error in retirement benefits is discovered and result in any member or beneficiary receiving from the retirement plan more or less than they would have been entitled to receive had the records been correct, the board shall have the power to correct such error and, as far as possible, adjust the payments in such a manner that the actuarial equivalent of a benefit to which such member or beneficiary was correctly entitled to shall be paid.