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**RESOLUTION NO. 2015 – 04**

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**MANATEE COUNTY, FLORIDA**

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**AMENDING THE RETIREMENT PLAN AND TRUST  
FOR THE FIREFIGHTERS OF  
SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

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**ADOPTED: MAY 21, 2015**

# **SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

## **RESOLUTION 2015-04**

**A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT; AMENDING THE RETIREMENT PLAN AND TRUST FOR THE FIREFIGHTERS OF THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Fire Commissioners of the Southern Manatee Fire and Rescue District established a Retirement Plan and Trust for the Firefighters of the Southern Manatee Fire & Rescue District pursuant to resolution number 97-01; and

**WHEREAS**, the Retirement Plan and Trust Agreement was executed on October 1, 1997; and

**WHEREAS**, Section 8.01 of the Plan and Trust authorizes the Board of Fire Commissioners of the Southern Manatee Fire and Rescue District to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

**WHEREAS**, the Board of Fire Commissioners of the Southern Manatee Fire and Rescue District desires to amend the Plan and Trust in order to update references to Volunteer Firefighter.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FIRE COMMISSIONERS OF THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT:**

**SECTION 1.** The Board of Fire Commissioners of the Southern Manatee Fire & Rescue District, in its capacity as the Trustee of the Retirement Plan and Trust for the Firefighters of the Southern Manatee Fire & Rescue District hereby approves the changes as set forth below, with additions to the Plan and Trust indicated by underlining (underlining) and deletions by strike through (~~stricken through~~).

### **E. CREDITED SERVICE**

Shall mean the total number of years and fractional parts of years of service as a Participant during which the Participant made required contributions to the Plan, omitting intervening years or fractional parts of years when such Participant is not employed by the Employer. (*See Plan Definition*)

*As inserted from original adoption agreement executed on 03/11/97 Modified 01/29/2015:*

Credited Service on or after March 11, 1997 shall only include years or parts of years for which a Participant makes the required Employee Contributions. Notwithstanding anything to the contrary, a Participant's Service as a Volunteer

Firefighter, prior to 01/12/2014, shall not be counted for purposes of determining the Participant's Credited Service as a Firefighter for purposes of this Plan. However, all of a Participant's Years of Credited Service (including service as a Volunteer Firefighter, prior to 01/12/2014) shall be counted for determining the Participant's Credited Service for vesting purposes under the Plan. For Participants who were formerly employed by Oneco-Tallevast or Samoset Fire District Credited Service shall be computed including the Participant's service with Oneco-Tallevast or Samoset Fire District.

**EI) Option of Purchasing Prior Credited Service:**

Credited service shall also include credited service purchased by a member in accordance with this section:

- a) Participants who were employed in a position covered by the Plan prior to the effective date of this resolution, may purchase additional years of credited service under the Plan for all or a portion of their previous volunteer, prior to 01/12/2014, employment with Southern Manatee Fire and Rescue District or any full time military service with the federal government. Any participant who elects, prior to termination, to purchase previous volunteer, prior to 01/12/2014, time with the Southern Manatee Fire and Rescue District, or fulltime military employment with the federal government, shall pay the full actuarial cost of such credited service, prior to termination or retirement, in accordance with subsection (c) below.
- b) Participants with a hire date after the effective date of this resolution, with prior military service with the federal government or volunteer service, prior to 01/12/2014, with the Southern Manatee Fire & Rescue District, may purchase years of credited service at any time before terminating; provided the member has paid into the plan prior to termination, the full actuarial cost of such credited service as determined by the plan actuary.

**SECTION 2.** The Board of Fire Commissioners of the Southern Manatee Fire & Rescue District hereby empowers the Chairperson or its appointee of the Southern Manatee Fire & Rescue District with the authority to execute such documents and agreements as are required to effectuate this amendment of the Plan.

**SECTION 3.** All resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

**SECTION 4.** This resolution shall be effective June 1, 2015.

Adopted with a quorum present, this 21<sup>st</sup> day of May, 2015.

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

ATTEST:

\_\_\_\_\_  
Melanie A. Marken, Secretary

\_\_\_\_\_  
Charles A. Durant, Chairman

\_\_\_\_\_  
Dan Center, Vice Chairman

\_\_\_\_\_  
Anthony C. Evans, Treasurer

\_\_\_\_\_  
Jim Cena, Commissioner

**RETIREMENT PLAN AND TRUST FOR THE FIREFIGHTERS OF THE SOUTHERN  
MANATEE FIRE & RESCUE SERVICE DISTRICT  
ADOPTION AGREEMENT  
REVISED 06/01/2015**

The undersigned Employer adopts the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust for those Employees who shall qualify as Participants hereunder, to be known as the Retirement Plan and for the Firefighters of the Southern Manatee Fire & Rescue Service District.

**EMPLOYER INFORMATION**

<b>Employer:</b>	Southern Manatee Fire & Rescue Service District
<b>Contact Name and Title:</b>	Brian Gorski, Fire Chief
<b>Address:</b>	PO Box 20216
	Bradenton, FL 34204
<b>Telephone:</b>	(941) 751-7675
<b>Fax:</b>	(941) 751-7694
<b>E-Mail:</b>	bgorski@smfr.com

It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

**NAME AND ADDRESS OF TRUSTEE:**

Florida Municipal Pension Trust Fund  
301 S. Bronough St., Suite 300  
P.O. Box 1757 Tallahassee, FL 32302-1757  
Tel:( 850)222-9684 Fax: (850)222-3806

**LOCATION OF EMPLOYER'S PRINCIPAL OFFICE:**

The Employer is located in the State of Florida and this Trust shall be enforced and construed under the laws of the State of Florida.

**EMPLOYER FISCAL YEAR:**

Twelve months commencing on October 1 st and ending on September 30th.

**A. PLAN INFORMATION**

This Adoption Agreement shall establish a Plan and Trust with the following provisions:

**A1) Effective Date:**

Effective Date: 3/11/1997 -as amended **June 2015**

- A2) Plan Year (12 consecutive month period):**  
Beginning October 1 and Ending September 30
- A3) Plan Anniversary Date (Annual Valuation Date): October 1**
- A4) Name of Plan Administrator:**  
Florida League of Cities, Inc.  
301 S. Bronough St. Post Office Box 1757  
Tallahassee, Florida 32302-1757  
Tel: (850) 222-9684 Fax: (850) 222-3806
- A5) Florida Municipal Pension Trust Fund I.D. Number:** 59-2961075
- A6) Florida Municipal Pension Trust Funds' Agent for Legal Process:**  
Florida League of Cities, Inc.  
301 South Bronough St., P.O. Box 1757  
Tallahassee, FL 32302-1757  
Tel: (850) 222-9684 Fax: (850) 222-3806

**B. PLAN**

All Fulltime Firefighters of the Southern Manatee Fire & Rescue Service District are eligible to participate in this Plan:

**C. ELIGIBILITY**

Fulltime Firefighters shall become participants in the plan immediately when hired.

**D. SALARY**

Means the fixed monthly remuneration paid a Firefighter. Remuneration is based on actual services rendered, salary shall be the total cash remuneration received yearly for such services, prorated on a monthly basis. The remuneration paid a Firefighter by the employer for a plan year *excludes* overtime, bonuses and lump sum payments for accrued annual leave and sick leave.

**E. CREDITED SERVICE**

Shall mean the total number of years and fractional parts of years of service as a Participant during which the Participant made required contributions to the Plan, omitting intervening years or fractional parts of years when such Participant is not employed by the Employer. (*See Plan Definition*)

*As inserted from original adoption agreement executed on 03/11/97: **Modified 01/29/2015:***

Credited Service on or after March 11, 1997 shall only include years or parts of years for which a Participant makes the required Employee Contributions. Notwithstanding anything to the contrary, a Participant's Service as a Volunteer Firefighter, **prior to 01/12/2014**, shall not be counted for purposes of determining the Participant's

Credited Service as a Firefighter for purposes of this Plan. However, all of a Participant's Years of Credited Service (including service as a Volunteer Firefighter, prior to 01/12/2014) shall be counted for determining the Participant's Credited Service for vesting purposes under the Plan. For Participants who were formerly employed by Oneco-Tallevast or Samoset Fire District Credited Service shall be computed including the Participant's service with Oneco-Tallevast or Samoset Fire District.

**EI) Option of Purchasing Prior Credited Service:**

Credited service shall also include credited service purchased by a member in accordance with this section:

- a) Participants who were employed in a position covered by the Plan prior to the effective date of this resolution, may purchase additional years of credited service under the Plan for all or a portion of their previous volunteer, prior to 01/12/2014, employment with Southern Manatee Fire and Rescue District or any full time military service with the federal government. Any participant who elects, prior to termination, to purchase previous volunteer, prior to 01/12/2014, time with the Southern Manatee Fire and Rescue District, or full-time military employment with the federal government, shall pay the full actuarial cost of such credited service, prior to termination or retirement, in accordance with subsection (c) below.
- b) Participants with a hire date after the effective date of this resolution, with prior military service with the federal government or volunteer service, prior to 01/12/2014, with the Southern Manatee Fire & Rescue District, may purchase years of credited service at any time before terminating; provided the member has paid into the plan prior to termination, the full actuarial cost of such credited service as determined by the plan actuary.
- c) Payment for the purchase of credited service authorized in subsection (a) and (b), above, shall be made in one of the following manners:
  - 1 Cash lump sum payment.
  - 2 Direct transfer or rollover of an eligible rollover distribution from a qualified Plan.

No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.

Full payment for the purchase of past service credit must be made within 90 day of receipt of the cost certification from the plan actuary and prior to termination of employment.

**F. AVERAGE FINAL COMPENSATION**

Shall mean one-twelfth (1/12) of the average annual compensation of the three (3) best years of the last ten (10) years of Credited Service prior to retirement, termination or

death, or the career average, whichever is greater. *(See Plan Definition)*

## **G. BENEFIT AMOUNTS AND ELIGIBILITY**

### **G1) Normal Retirement Date:**

A Participant's Normal Retirement Date shall be the first day of the month coincident with or next following the attainment of age 55 and 10 years of service or attainment of 25 years of service, regardless of age.

### **G2) Normal Retirement Benefit:**

The monthly retirement benefit shall be equal to the number of years of credited service multiplied by three and one half (3.5%) and multiplied by average final compensation.

### **G3) Early Retirement Date:**

A Participant may retire on his Early Retirement Date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of 10 years of credited service.

### **G4) Early Retirement Benefit:**

The accrued benefit will be reduced by 3% for each year between age fifty (50) and normal retirement age.

## **H. DISABILITY BENEFITS**

### **HI) Disability Benefits In-the-Line-of-Duty:**

A member determined to be totally and permanently disabled from service connected injury or disease will receive the greater of monthly pension equal to 42% of average monthly compensation or an amount equal to the accrued retirement benefit.

### **H2) Disability Benefits Off-Duty:**

A member determined to be totally and permanently disabled from a non-service connected injury or disease must have completed at least 10 years of service. A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has completed the required years of service will receive the greater of a monthly pension equal to 25% of average monthly compensation or an amount equal to the accrued retirement benefit.

## **I. DEATH BENEFITS**

### **I1) Death Prior to Vesting -In-Line-Of-Duty:**

If a member dies prior to retirement in-the-line-of-duty, and he is not vested, his beneficiary shall receive the greater of the benefits otherwise payable to the member at the early or normal retirement date or a monthly benefit of 50% of the



member's monthly salary at death, payable for his lifetime

**I2) Death After Vesting -In-Line-Of-Duty:**

If a member dies prior to retirement in-the-line-of-duty, but he is vested, having completed the required years of credited service, his beneficiary shall receive the greater of the benefits otherwise payable to the member at the early or normal retirement date or a monthly benefit of 50% of the member's monthly salary at death, payable for his lifetime.

**I3) Death Prior to Vesting -Off -Duty:**

If a member dies prior to retirement other than in-the-line-of-duty, but he is not vested, his beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

**I4) Death After Vesting -Off-Duty:**

If a member dies prior to retirement other than in-the-line-of-duty, but he is vested, having completed the required years of credited service, his beneficiary shall receive the benefits otherwise payable to the member at the member's early or normal retirement date.

**J. TERMINATION OF EMPLOYMENT AND VESTING**

If a member's employment is terminated either voluntarily or involuntarily the following benefits are payable:

- 1) If the member has less than 10 years of credited service upon termination of employment, the member shall be entitled to a refund of his accumulated contributions or the member may leave the accumulated contributions deposited with the Fund.
- 2) If the member has 10 or more years of credited service upon termination of employment, the member shall be entitled to their accrued monthly retirement benefit, starting at the member's otherwise normal or early retirement date, provided he does not elect to withdraw his contributions and provided he survives to his normal or early retirement date, and normal retirement dates are based on actual years of credited service.

**K. EMPLOYEE CONTRIBUTIONS**

Members of the Plan shall be required to make regular contributions to the Fund in the amount 3.5% of their salary on a pre-tax basis.

**L. COST OF LIVING ADJUSTMENT**

Not applicable unless otherwise stated.

**M. DEFERRED RETIREMENT OPTION PROGRAM-"DROP"**

In general, and subject to the provisions of this section, the Deferred Retirement Option Program, hereinafter referred to as the DROP, is a program under which an eligible member of the Southern Manatee Firefighters Pension Plan may elect to participate,

deferring receipt of retirement benefits while continuing employment with Southern Manatee Fire & Rescue District. The deferred monthly benefits shall accrue in the Trust Fund on behalf of the participant, plus interest compounded monthly, for the specified period of the DROP participation, as provided in paragraph (c), upon termination of employment, the participant shall receive the total DROP benefits and begin to receive the previously determined normal retirement benefits.

(a) *Eligibility of member to participate in the DROP.* --All active members are eligible to elect participation in the DROP provided that: Election to participate is made within 60 months immediately following the date on which the member first reaches normal retirement date, or, for a member who reaches normal retirement date based on service before he or she reaches age 55. For a member who first reached normal retirement date or the deferred eligibility date described above prior to the effective date of this section, election to participate shall be made within 60 months after the effective date of this section. A member who fails to make an election within such 60-month limitation period shall forfeit all rights to participate in the DROP. The member shall advise Southern Manatee Fire & Rescue District in writing of the date on which the DROP shall begin. Such beginning date may be subsequent to the 60-month election period, but must be within the 96-month limitation period as provided in subparagraph (b) 1.

(b) *Participation in the DROP.*-

1. An eligible member may elect to participate in the DROP for a period not to exceed a maximum of 96 calendar months immediately following the date on which the member first reaches his or her normal retirement date or the date to which he or she is eligible to defer his or her election to participate as provided in subparagraph (a). However, a member who has reached normal retirement date prior to the effective date of the DROP shall be eligible to participate in the DROP for a period of time not to exceed 96 calendar months immediately following his or her election to participate in DROP.

2. Upon deciding to participate in the DROP, the member shall submit, on forms:

a. A written election to participate in the DROP;

b. Selection of the DROP participation and termination dates, which satisfy the limitations stated in paragraph (a) and subparagraph 1. Such termination date shall be in a binding letter of resignation with the employer, establishing a deferred termination date. The member may change the termination date within the limitations of subparagraph 1, but only with the written approval of his or her employer;

c. A properly completed DROP application for service retirement as provided in this section; and

d. Any other information required.

3. The DROP participant shall be a retiree under the Southern Manatee Fire & Rescue Firefighters Pension Plan. However, participation in the DROP does not alter the participant's employment status and such employee shall not be deemed retired from employment until his or her deferred resignation is effective and termination occurs.

(c) *Benefits payable under the DROP.*-

1. Effective with the date of DROP participation, the member's initial normal monthly benefit, including creditable service, optional form of payment, and average final compensation, and the effective date of retirement shall be fixed. The beneficiary shall be the beneficiary eligible to receive any DROP benefits payable if the DROP participant dies prior to the completion of the period of DROP participation. In the event a joint annuitant predeceases the member, the member may name a beneficiary to receive accumulated DROP benefits payable. Retirement benefits shall accrue monthly in the Trust Fund. Interest shall accrue at an effective annual rate of 6.5 percent compounded monthly, on the prior month's accumulated ending balance, up to the month of termination or death.

2. The effective date of DROP participation and the effective date of retirement of a DROP participant shall be the first day of the month selected by the member to begin participation in the DROP, provided such date is properly established, with the written confirmation of the employer.

3. Normal retirement benefits and interest thereon shall continue to accrue in the DROP until the established termination date of the DROP, or until the participant terminates employment or dies prior to such date. Although individual DROP accounts shall not be established, a separate accounting of each participant's accrued benefits under the DROP shall be calculated and provided to participants.

4. At the conclusion of the participant's DROP, the TRUST shall distribute the participant's total accumulated DROP benefits, subject to the following provisions:

a. The terminated DROP participant or, if deceased, such participant's named beneficiary, shall elect on forms to receive payment of the DROP benefits in accordance with one of the options listed below. For a participant or beneficiary who fails to elect a method of payment within 60 days of termination of the DROP, the Southern Manatee Fire & Rescue Firefighters Pension Trust will pay a lump sum as provided in sub-subparagraph (I).

(I) Lump sum.--All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP participant or surviving beneficiary.

(II) Direct rollover.--All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan as defined in s. 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402( c )(9) of the Internal Revenue Code.

(III) Partial lump sum.--A portion of the accrued DROP benefits shall be paid to the DROP participant or surviving spouse, less withholding taxes remitted to the Internal Revenue Service, and the remaining DROP benefits shall be transferred directly to the custodian of an eligible retirement plan as defined in s. 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402( c )(9) of the Internal Revenue Code. The proportions shall be specified by the DROP participant or surviving beneficiary.

b. The form of payment selected by the DROP participant or surviving beneficiary

complies with the minimum distribution requirements of the Internal Revenue Code.

c. A DROP participant who fails to terminate employment shall be deemed not to be retired, and the DROP election shall be null and void. Southern Manatee Fire & Rescue Firefighters Pension Plan membership shall be reestablished retroactively to the date of the commencement of the DROP.

5. The accrued benefits of any DROP participant, and any contributions accumulated under such program, shall not be subject to assignment, execution, attachment, or to any legal process whatsoever, except for qualified domestic relations orders by a court of competent jurisdiction, income deduction orders and federal income tax levies.

6. DROP participants shall not be eligible for disability retirement benefits.

(d) *Death benefits under the DROP.*-

1. Upon the death of a DROP participant, the named beneficiary shall be entitled to apply for and receive the accrued benefits in the DROP.

2. The normal retirement benefit accrued to the DROP during the month of a participant's death shall be the final monthly benefit credited for such DROP participant.

3. Eligibility to participate in the DROP terminates upon death of the participant. If the participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly benefit being credited to the DROP, Southern Manatee Fire & Rescue Firefighters Pension Plan benefits shall be paid in accordance with regular retirement benefit provisions.

4. A DROP participants' survivors shall not be eligible to receive Southern Manatee Fire & Rescue Firefighters Pension Plan active member death benefits.

(e) *RETIREMENT SUPPLEMENT DROP* participants are not eligible to apply for the retiree retirement supplement payments until such participants have terminated employment and participation in the DROP.

(f) *Forfeiture of retirement benefits.*--Nothing in this section shall be construed to remove DROP participants from the scope of s. 8(d), Art. II of the State Constitution, s. 112.3173. DROP participants who commit a specified felony offense while employed will be subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to those provisions of law.

## **N. RETIREMENT SUPPLEMENT**

(1) **PURPOSE OF SECTION.**--The purpose of this section is to provide a monthly subsidy payment for normally and disabled retired members of the Southern Manatee Fire & Rescue Firefighters Pension Plan in order to assist such retired members in paying the costs of health insurance.

(2) **ELIGIBILITY FOR RETIREE RETIREMENT SUBSIDY.**-

(a) A person who retires under the normal age retirement or disability provisions of the

Southern Manatee Fire & Rescue Firefighters Pension Plan or a beneficiary who is a spouse entitled to receive benefits is eligible for retirement subsidy payments provided under this section except that members on DROP shall not be eligible for such payments.

(3) RETIREE RETIREMENT SUBSIDY AMOUNT. Beginning October 1, 2002, each eligible participant of the Southern Manatee Fire & Rescue Firefighters Pension Plan who has met the requirements of this section, or, if the participant is deceased, his or her spouse who is the participant's designated beneficiary, shall receive a monthly retiree retirement subsidy payment equal to the number of years of creditable service, as provided in this subparagraph, completed at the time of retirement, multiplied by \$15; however, no eligible retiree or beneficiary may receive a subsidy payment of more than \$450 or less than \$50.

(4) FORFEITURE OF RETIREMENT BENEFITS. --Nothing in this section shall be construed to remove participants from the scope of s. 8(d), Art. II of the State Constitution, s. 112.3173. Plan participants who commit a specified felony offense while employed will be subject to forfeiture of all retirement benefits, including Retirement Subsidy benefits, pursuant to those provisions of law.

#### **O. LUMP SUM DISTRIBUTIONS OF BENEFITS PROHIBITED**

Notwithstanding any provision to the contrary, except for a refund of member contributions, retirement benefits shall not be payable, either partially or in full, in the form of a lump sum, except as provided in Chapter 175.171(2)(c), 175.181(2), and 175.221, Florida Statutes.

This Adoption Agreement may be used only in conjunction with the Basic Defined Benefit Plan Document.

This Adoption Agreement and the Basic Defined Benefit Plan Document shall together be known as the Retirement Plan & Trust for the Firefighters of the Southern Manatee Fire & Rescue District.

**The Adoption Agreement and the Basic Defined Benefit Plan Document are furnished for the consideration of the Employer and its legal and financial advisors. The Florida Municipal Pension Trust Fund advises the sponsoring Employer to consult with its own attorney and financial advisors on the legal and tax implications of the Defined Benefit Plan and the Adoption Agreement. Nothing herein should be construed as constituting legal or tax advice.**

We understand that the Employer may amend any election in this Adoption Agreement by giving the Trustee written notification of such Amendment as adopted.

The Employer hereby agrees to operate under the provisions of the Master Trust Agreement creating the Florida Municipal Pension Trust Fund, which is incorporated in full into this Agreement and attached hereto as Exhibit A to the Basic Defined Benefit Plan Document and the Adoption Agreement.

IN WITNESS WHEREOF, the Employer and Trustee hereby cause this Agreement to be executed on

**EMPLOYER:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** Fire Chief

**TRUSTEE:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** Chairman, Board of Trustees



**Added, page numbers**

**Added, Signature block for Board of Trustees Chairman**

**Added, where it references Volunteer – Prior to 01/12/2014**

**Added, section E. Credited Service – Modified 01/29/2015**

**Added – Brian Gorski, Fire Chief**

**Added – email contact as bgorski@smfr.com**

**Deleted – Any reference to Costs of Living Adjustment (COLA)**

**Modified – Section F. Average Final Compensation to read 1/12 v. 1112**



# Summary Plan Description

## SOUTHERN MANATEE FIRE & RESCUE

# FIREFIGHTERS

RETIREMENT PLAN AND TRUST FOR  
THE FIREFIGHTERS OF THE SOUTHERN MANATEE FIRE &  
RESCUE DISTRICT  
Summary Plan Description

### Employer Information

<b>Employer:</b>	Southern Manatee Fire & Rescue Service District
<b>Contact Name and Title:</b>	Robert Bounds, Deputy Chief
<b>Address:</b>	PO Box 20216 Bradenton, FL 34204
<b>Telephone:</b>	(941) 751-7675
<b>Fax:</b>	(941) 751-7694
<b>E-Mail:</b>	<a href="mailto:rbounds@smfr.com">rbounds@smfr.com</a>

### Name And Address Of Board Of Trustees:

Derek Foss, Chairman	Southern Manatee Fire & Rescue District
K.C. Corigliano, Secretary	PO Box 20216
Marc Morgan	Bradenton, FL
34204 John Somers	
Brian Godden	

### Name And Address Of (Custodian) Trustee:

Florida Municipal Pension Trust Fund 301  
S. Bronough St., Suite 300  
P.O. Box 1757  
Tallahassee, FL 32302-1757  
Phone: (850)222-9684 Fax: (850)222-3806

### Location Of Employer's Principal Office:

The Employer is located in the State of Florida and this Trust shall be enforced and construed under the laws of the State of Florida.

**Employer Fiscal Year:** Twelve months commencing on October 1st and ending on September 30th.

**Name of Plan Administrator:**

Florida Municipal Pension Trust Fund  
301 S. Bronough St. Post Office Box 1757  
Tallahassee, Florida 32302-1757  
Phone: (850) 222-9684 Fax: (850) 222-3806

**Florida Municipal Pension Trust Fund I.D. Number:** 59-2961075

**Florida Municipal Pension Trust Funds' Agent for Legal Process:**

Jim Linn  
Lewis, Longman & Walker  
315 South Calhoun Street, Suite 830  
Tallahassee, FL 32301-1872  
(850)222-5702

**Plan:** Plan representing the Chapter 175 Firefighters (full time and volunteer) of the Southern Manatee Fire & Rescue District.

**Effective Date:** March 11, 1997

**Eligibility:** All full time and volunteer firefighters when hired shall become a participant after the effective date.

**Denotation of Gender:** Use of the masculine pronoun "he" and/or associated tenses denote both male and female genders.

**Salary:** Salary means the fixed monthly remuneration paid a Firefighter. Remuneration is based on actual services rendered, salary shall be the total cash remuneration received yearly for such services, prorated on a monthly basis. The remuneration paid a Firefighter by the employer for a plan year *excludes* overtime, bonuses and lump sum payments for accrued annual leave and sick leave.

**Credited Service:** Shall mean the total number of years and fractional parts of years of service as a Participant during which the Participant made required contributions to the Plan, omitting intervening years or fractional parts of years when such Participant is not employed by the Employer. (*See Plan Definition*)

***As inserted from original adoption agreement executed on 03/11/97 Modified 01/29/2015:***

Credited Service on or after March 11, 1997 shall only include years or parts of years for which a Participant makes the required Employee Contributions. Notwithstanding anything to the contrary, a Participant's Service as a Volunteer Firefighter, prior to 01/12/2014, shall not be counted for purposes of determining the Participant's Credited Service as a Firefighter for purposes of this Plan. However, all of a Participant's Years of Credited Service (including service as a Volunteer Firefighter, prior to 01/12/2014) shall be counted for determining the Participant's Credited Service for vesting purposes under the Plan. For Participants who were formerly employed by Oneco-Tallevast or Samoset Fire District Credited Service shall be computed including the Participant's service with Oneco-Tallevast or Samoset Fire District.

*This summary was designed only to give you a brief description of the benefits provided and does not include all of the provisions or exclusions in the Plan Document. The Employee should not rely on this information in making retirement decisions. If this outline disagrees with the Plan Document in any way, the Plan Document shall govern.*

**Termination of Employment and Vesting:** If a member's employment is terminated either voluntarily or involuntarily the following benefits are payable:

- 1) If the member has less than **10** years of credited service upon termination of employment, the member shall be entitled to a refund of his accumulated contributions or the member may leave the accumulated contributions deposited with the Fund.
- 2) If the member has **10** or more years of credited service upon termination of employment, the member shall be entitled to their accrued monthly retirement benefit, starting at the member's otherwise normal or early retirement date, provided he does not elect to withdraw his contributions and provided he survives to his normal or early retirement date. Early and normal retirement dates are based on actual years of credited service.

**Average Final Compensation (AFC):** One-Twelfth of the average annual compensation of the three best years out of the last ten years of Credited Service prior to retirement, termination or death, or the career average, whichever is greater.

**Normal Form of Benefit:** The normal form of benefit is a ten (10) year certain and life annuity.

**Normal Retirement Date:** The first day of the month after the attainment of 25 years of Credited Service or the attainment of age 55 with 10 years of Credited Service.

**Normal Retirement Benefit:** The monthly retirement benefit shall be equal to the number of years of Credited Service multiplied by **3.50%** for all years of Credited Service and multiplied by average final compensation. Notwithstanding anything to the contrary, the minimum benefit of a Participant who was a Participant in the Southern Manatee Fire & Rescue District Money Purchase Plan shall not be less than the Actuarial Equivalent monthly benefit generated by the Participants final account balance under the Money Purchase Pension Plan as transferred to this Plan, unless Participant has already received a distribution of the amount of the final Money Purchase Plan balance due to a termination of employment.

An example of normal retirement 25 years of service:

Salary	Current Year	\$52,000	
	Previous year	\$50,000	
	2nd Previous year	<u>\$48,000</u>	Average Final Compensation \$50,000
Multiplier	3.5% x 25 years service	= 87.5%	AFC \$50,000 x 87.5% = \$43,750
Monthly Benefit	= \$43,750 / 12 or		<b>\$3,645.83 per month</b>

**Retirement Supplement:** A benefit providing **\$15** monthly for each year of Credited Service with a maximum of \$450 monthly. Example: 25 years @ \$15 = **\$375 per month.**

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**Early Retirement:** A member may retire on his Early Retirement Date which shall be the first day of the month following the attainment of age 50 and the completion of 10 years of Credited Service.

**Early Retirement Benefit:** The amount of accrued benefits will be reduced by a maximum of 3% for each year before age 50 and 3% for each year between age 50 and the Participant's Normal Retirement Age.

**Termination of Service Benefit:** If a Participant terminates before completing 10 years of Credited Service, the Participant shall be entitled to a refund of his accumulated contributions without interest. Notwithstanding anything to the contrary, the benefit of a Participant who was a Participant in the Southern Manatee Fire & Rescue District Money Purchase Pension Plan under this section shall equal the Participant's final account balance under the Money Purchase Pension Plan as transferred to the Plan, plus the Participant's accumulated contributions.

**Disability In-Line-of-Duty:** A Participant deemed to be totally and permanently disabled from a service-connected injury or disease will receive the greater of a monthly pension equal to 42% of the average monthly salary at the time of the disability or an amount equal to the accrued retirement benefit.

**Disability – Not In-Line -of-Duty:** After ten years of Credited Service, a Participant deemed to be totally and permanently disabled from a non-service connected injury or disease will receive the greater of a monthly pension equal to 25% of the average monthly salary at the time of the disability or an amount equal to the accrued retirement benefit. Before the completion of ten years of Credited Service, a Participant deemed to be totally and permanently disabled from a non-service connected injury or disease will receive a return of the employee contributions only.

**Non Line-of-Duty Death Benefit prior to or after Vesting:** If a Participant dies after completing ten years of credited service and prior to retirement, his beneficiary shall receive the benefits otherwise payable to the Participant at the Participant's early or normal retirement date. If a Participant dies prior to retirement and is not vested, his beneficiary shall receive 100% of the Participant's employee contributions without interest.

**Line-of Duty Death prior to or after Vesting:** If a Participant dies in the Line-of-Duty, his beneficiary shall receive the greater of the benefits otherwise payable at the early or normal retirement date or a monthly benefit of 50 % of the Participant's monthly salary at the time of death, payable for his or her lifetime.

**DROP (Deferred Retirement Options Program):** Accrued benefit at a normal retirement date paid per chosen option into a DROP account, while Participant is allowed to remain actively employed for a maximum of **96** months. Upon termination of employment, Participant receives the amount in the DROP account. Participation in DROP must be chosen within 60 months of normal retirement date.

**Employee Contributions:** All Participants contribute 3.5 % (pre-tax) of salary.

**Source of Financing Plan:** The plan will be funded by employee, employer and State of Florida premium tax moneys.

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**Applicable Regulations Governing Establishment, Operation and Administration of the Plan:** Chapter 175, Florida Statutes; Chapter 112, Part VII, Florida Statutes; Chapter 60T-1, FAC, Internal Revenue Code.

**Forfeiture of Pension:** Any Participant who is convicted of the any of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Plan, except for the return of his 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 the 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.
- (6) the committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his 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 the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.
- (7) the committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her office or employment position.

(B) Conviction shall be defined as follows: An adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a 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.

(C) Court shall be defined as follows: any state or federal court of competent jurisdiction, which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Participant whose benefits are being considered for forfeiture. Said Participant shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Participant shall be afforded a full opportunity to present his case against forfeiture.

(D) Any Participant who has received benefits from the Plan in excess of his Accumulated Contributions after Participant's rights were forfeited pursuant to this section shall be required to pay back to the Fund the amount of the benefits received in excess of his Accumulated Contributions. The Board may implement all legal action necessary to recover such funds.

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(E) As provided in the Florida Statutes, it is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the Plan. A person who commits a crime is punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

(F) In addition to any applicable criminal penalty upon conviction for a violation described in subsection (E), a Participant or Beneficiary of the Plan may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would be otherwise be entitled under the Plan. For purposes of this subsection (F) “conviction” means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

**The following documents are attached:**

1. A description of the relevant provisions of collective bargaining agreement
2. Claims procedures
3. Report of actuarial summary

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Agreement between the  
SUNCOAST PROFESSIONAL FIREFIGHTERS AND  
PARAMEDICS, IAFF LOCAL 2546  
and the  
SOUTHERN MANATEE FIRE & RESCUE DISTRICT  
2013/2016

**ARTICLE 13**  
**RETIREMENT**

The District shall provide a retirement plan for all unit members in accordance with the current Firefighter and General Employee pension plans at the time of ratification.



**DEFINED BENEFIT PLAN AND TRUST FOR THE FIREFIGHTERS  
OF THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

**CLAIMS PROCEDURES**

**1. CLAIMS OF AFFECTED PERSONS**

A. The Board of Commissioners shall grant an initial hearing upon receipt of a written request ("Claim"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board of Trustees.

B. The Board shall review the Claim at an initial hearing and enter an order within ninety (90) days from the date of receipt of the Claim and, in the case of disability claims, receipt by the Board of a written medical release authorization in a form approved by the General Counsel and a completed set of interrogatories prepared by the General Counsel and provided to the Claimant. The Board may extend the time for entering the order at an initial hearing for an additional ninety (90) days if it determines such time is necessary for full discovery and adequate review. The General Counsel and the Claimant may stipulate to further extensions of time.

C. It shall be the function of the General Counsel, throughout the claims procedure, to assist the Board in the discovery and presentation of evidence in order to assure that the Board receives all relevant information prior to the Board's decision.

D. The Claimant shall have the right to be represented by counsel at any or all times throughout the claims procedure.

**2. INITIAL HEARING**

A. At the initial hearing, the only evidence to be considered by the Board shall be documentary evidence contained in the pension file, including but not limited to, correspondence, medical records and reports of treating physicians and/or examining physicians and evidence received pursuant to paragraph B.

B. Other than questions from the Trustees, there will be no taking of additional evidence at the initial hearing, except that the Claimant will be afforded fifteen (15) minutes to make a presentation, which shall be limited to comments and/or arguments as to the evidence or information already contained in the pension file, including the report of the examining physician.

C. Upon completion of the review of the Claim at the initial hearing, the Board shall enter an order setting forth its findings and conclusions on the Claim. The written order shall be provided to the Claimant. The order shall include:

(1) The specific findings and conclusions of the Board, including specific references to pertinent provisions of the Plan on which such conclusions are based;

(2) A description of any additional material or information that the Board may deem necessary for the Claimant to perfect his Claim, together with the reasons why such material or information is necessary; and

(3) An explanation of the right to a full hearing on the Claim and the time limit in which a full hearing must be requested in writing.

D. The decision of the Board at the initial hearing shall not be final until after the time has expired to request a full hearing or, if a full hearing is requested, until the Board makes a decision at the conclusion of the full hearing.

### **3. FULL HEARING**

A. Any Claimant may request a full hearing on the issues presented to the Board at an initial hearing and upon which the Board has entered an order as provided in subsection 2.C. above.

B. A full hearing must be requested by the Claimant within ninety (90) days of the receipt of the Board's order. The order will be deemed received three days following the date it is mailed to Claimant at the address provided to the Board by Claimant.

C. Upon receipt of the request for a full hearing and considering the amount of discovery which might be conducted, the Board shall establish a date for the full hearing and cause notice to be given to the Claimant. The full hearing shall be held within ninety (90) days from the receipt of the request from the Claimant. The full hearing may be postponed, if necessary and with the consent of the Claimant, to permit full discovery of the facts.

D. Copies of all documents to be offered into evidence at the full hearing, including depositions, and a complete witness list with names and addresses of witnesses expected to be called, shall be furnished to the Board and the General Counsel by the

Claimant at least twenty (20) days prior to the full hearing. Documents not furnished to the Board within the prescribed time limit may be excluded from evidence at the full hearing if a reasonable explanation is not provided for the delay in providing the documents.

E. A Claimant or the General Counsel may obtain discovery by deposition and/or interrogatories prior to the full hearing. Written notice of any depositions and/or interrogatories shall be given to the General Counsel and the Claimant.

F. The costs of any discovery, except discovery requested by the Board or the General Counsel, the appearance of witnesses at the hearing, and the making of a verbatim record of the proceedings shall be the responsibility of the Claimant.

G. The Claimant shall be responsible for the appearance of any witnesses which he wishes to have testify at the hearing. The Board shall, however, have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at the proceedings provided for herein. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

H. Testimony at the full hearing may be submitted in the form of a deposition. Depositions timely submitted will be part of the record before the Board at the full hearing and will not be read in totality at the full hearing; provided, however, that this does not preclude the Claimant or the General Counsel from reading parts of depositions in an opening or closing statement.

I. Irrelevant and unduly repetitious evidence shall be excluded.

J. Any person who knowingly gives false testimony is guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082 or 775.083, Florida Statutes.

K. The file maintained by the Board, including but not limited to various medical reports therein, is part of the record before the Board at the full hearing.

L. All proceedings of the Board shall be conducted in public.

M. In cases concerning an application for pension benefits, including applications for disability retirement benefits, the burden of proof, except as otherwise provided by law, shall be on the Claimant seeking to show entitlement to such benefits.

N. In cases concerning termination of pension benefits, including re-examination of Retirees receiving disability retirement benefits, the burden of proof shall be on the Board.

O. Except as to those records which are exempted from the provisions of Chapter 119, Florida Statutes, Florida's Public Record Law, records maintained by the Board are open for inspection and/or copying during normal business hours at a reasonable cost for the copying.

P. Should a Claimant requesting an initial or full hearing decide to appeal any decision made by the Board, with respect to any matter considered at such hearing, the Claimant requesting an initial or full hearing will need a record of the proceedings and may need to assure that a verbatim record of the proceeding is made. The Claimant requesting an initial or full hearing will be responsible for obtaining a court reporter or otherwise making a record of the proceedings before the Board.

Q. The decisions of the Board after the requested full hearing shall be final and binding.

R. Within fifteen (15) days after making a decision at the full hearing, the Board shall enter a final order setting forth its findings and conclusions and a copy of the order shall be provided to the Claimant.

S. Judicial review of decisions of the Board shall be sought by the filing of a timely petition for writ of certiorari with the Clerk of the Circuit Court, in the appropriate county.

#### **4. CONDUCT OF THE FULL HEARING**

A. The Chairman shall preside over the hearing and shall rule on all evidentiary, procedural, and other legal questions that arise during the hearing. The Chairman's rulings shall stand unless overruled by a majority of the Trustees present. The Chairman shall open the full hearing by explaining the procedures to be followed.

B. The Claimant shall have the right to be represented by counsel or be self-represented. The General Counsel shall advise the Board.

C. The Claimant shall be allowed to make an opening statement not to exceed ten minutes.

D. Testimony of witnesses shall be under oath or affirmation. Depositions and affidavits shall be admissible.

E. The Chairman, any Trustee, the General Counsel, the Claimant or the Claimant's counsel, upon recognition by the Chairman, may direct questions to any witness during the proceedings.

F. Both the Claimant or the General Counsel shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented.

G. The Claimant shall be permitted a closing argument not to exceed fifteen (15) minutes.

H. The Board shall deliberate and make a decision following closing argument and thereafter enter an order as provided herein.

## **5. DISABILITY CLAIMS - ADDITIONAL PROCEDURES**

A. All applications for disability pensions shall be in writing. Forms for such applications may be provided by the Board.

B. Upon receipt of the application for disability, the General Counsel will provide the Claimant with a set of interrogatories or questions to be answered under oath and a medical release authorization. Both documents will be completed by the Claimant and returned to the General Counsel.

C. Upon receipt of the properly completed interrogatories and medical release authorization, the General Counsel will request medical records from all relevant treating physicians; personnel records from the employer, copies of relevant workers' compensation records, and copies of other records deemed to be relevant to the Claim. The Board shall pay, from the Fund, the cost of any medical examinations required by the Board and for copies of medical records.

D. The General Counsel will, if authorized by the Board, upon receipt of the medical records from the treating physicians, schedule an independent medical examination (IME) or examinations with an appropriate independent examining physician or physicians who will be asked to render an opinion about Claimant's physical condition as it relates to the claimed disability.

E. Upon receipt of the IME report or reports from the examining physician or physicians, the General Counsel will provide all records of treating physicians, relevant workers' compensation claims records, the independent medical evaluation, and all other relevant documents to the Board for inclusion in the pension file and the Board shall then schedule the initial hearing.

City/District Name: Southern Manatee FCD

Employee group(s) covered: Fire

Current actuarial valuation date: 10/1/2013

Date prepared: 1/21/2015

<b>Number of plan participants:</b>	90	Averages for all plans with 2013 current actuarial valuation date	
<b>Actuarial Value of Plan Assets:</b>	\$21,754,439		
<b>Actuarial Accrued Liability (AAL):</b>	\$27,200,583		
<b>Unfunded Accrued Liability (UAL):</b>	\$5,446,144		
<b>Market Value of Plan Assets:</b>	\$21,754,439		
<b>Funded Ratio (5-year history):</b>			
Current valuation	79.98%	78.08%	*
1 year prior	75.46%	74.07%	*
2 years prior	64.81%	73.07%	*
3 years prior	63.63%	75.26%	*
4 years prior	55.88%	75.40%	*
<b>Rate of Return:</b>	Actuarial Value, Actual (2013 Plan Year)	11.92%	9.10%
	Market Value, Actual	11.92%	12.20%
	Assumed	7.00%	7.60%
<b>Funding requirement as percentage of payroll:</b>	44.58%	52.00%	**
<b>Percentage of payroll contributed by employee:</b>	3.50%	6.15%	**

**Benefit Formula Description:** 3.50% X AFC X SC

**AFC Averaging Period (years):** 3

**Employees covered by Social Security?** Yes

**Actuarial Value of Plan Assets:** Assets calculated under an asset valuation method smoothing the effects of volatility in market value of assets. Used to determine employer contribution.

**Market Value of Plan Assets:** Market Value of Assets less DROP Account Balances, if any.

**Actuarial Accrued Liability (AAL):** Portion of Present Value of Fully Projected Benefits attributable to service credit earned as of the current actuarial valuation date.

**Unfunded Accrued Liability (UAL):** The difference between the actuarial accrued liability and the actuarial value of assets accumulated to finance the obligation.

**Funded Ratio:** Actuarial Value of Plan Assets divided by Actuarial Accrued Liability (GASB)

**Assumed Rate of Return:** Assumed long-term rate of return on the pension fund assets.

**Funding requirement as percentage of payroll:** Total Required Contribution (employer and employee) divided by total payroll of active participants

**AFC:** Average Final Compensation or some variant of compensation (e.g., AME (Average Monthly Earnings), FAC (Final Average Compensation), FMC (Final Monthly Compensation) etc.)

**SC:** Service Credit

\*Adjusted by excluding plans from average whose Funded Ratios were not within two standard deviations from the mean

\*\*Plans with zero payroll excluded from averages