

**THE CITY OF POMPANO BEACH GENERAL EMPLOYEES'
RETIREMENT SYSTEM**

SUMMARY PLAN DESCRIPTION

Prepared January 2020

INTRODUCTION TO YOUR PLAN

The City of Pompano Beach has established a defined benefit pension plan to reward eligible employees for long and loyal service by providing them with retirement and related benefits.

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

A copy of the Plan document is on file at the pension office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should direct your questions to the Executive Director in the pension office. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan document shall govern.

Sincerely,

The Board of Trustees of
The City of Pompano Beach General
Employees' Retirement System

GENERAL INFORMATION ABOUT YOUR PLAN

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

Name of the Plan

The City of Pompano Beach General Employees' Retirement System

Employer

City of Pompano Beach

Plan Administrator

Madelene L. Klein, Executive Director
The City of Pompano Beach General Employees'
Retirement System
2255 S. W. 2nd Street
Pompano Beach, Florida 33069
(954) 782-2660 or (954) 782-2704
<http://www.pompgers.org>

Board of Trustees

The Plan is administered by a board of seven trustees comprised of three persons elected directly by the members, three non-Members appointed by the City Commission, and one person elected by the other six trustees.

George Mitchell, Chairman	Leeta Hardin, Vice Chairman
Frankie Chevere, Trustee	Mark Darmanin, Trustee
Mark Eddington, Trustee	Greg Eickhorn, Trustee
Michael Miller, Trustee	

The City of Pompano Beach General Employees'
Retirement System
2255 S. W. 2nd Street
Pompano Beach, Florida 33069

Designated Agent for Service of Legal Process

George Mitchell, Chairman of the Board of Trustees
The City of Pompano Beach General Employees'
Retirement System
2255 S. W. 2nd Street
Pompano Beach, Florida 33069

Type of Administration

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

Type of Plan

Defined Benefit

Plan Year

The 12-month period beginning on October 1 and ending on September 30. The Plan's records are maintained on a Plan Year basis.

Relevant Provisions of Local and State Laws

The Plan is set forth in Section 34.010 through 34.040 of the Code of Ordinances of the City of Pompano Beach.

The most recent amendment to the Plan which is reflected in this Summary Plan Description is Ordinance No. 1015-44.

Your Plan is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes (F.S.) and various federal laws.

Relevant Provisions of Collective Bargaining Agreements

Certain employees covered by the Plan are members of the Federation of Public Employees.

The Current collective bargaining agreement between the Federation and the Employer is effective through September 30, 2020.

Custodian

The Custodian of the Plan is responsible for the safekeeping of securities owned by the Retirement System. At the direction of the Board of Trustees, the Custodian also pays benefits to eligible persons and pays expenses incurred by the Plan. The Custodian is:

Regions Bank
Tampa, Florida

Investment Manager(s)

The investment manager is responsible for selecting the securities to be bought and sold by the Retirement System, in accordance with guidelines established by the Board of Trustees.

The investment managers are:

American Realty Advisors
Glendale, CA

Principal Global Investors
Des Moines, Iowa

Atlanta Capital Management Co. LLC
Atlanta, Georgia

Rhumblin Advisers
Boston, Massachusetts

DePrince, Race & Zollo, Inc.
Winter Park, Florida

Richmond Capital Management
Richmond, Virginia

JP Morgan Asset Management
New York, New York

Member

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

Beneficiary

Your Beneficiary is each person you designate to the Board of Trustees to receive any payments that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a Member of the Plan. At any time prior to your retirement you may change your Beneficiary upon written notification to the Board of Trustees.

Plan Assets

Legal title to all Plan assets is held by the Board of Trustees.

CONTRIBUTIONS TO THE PLAN

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

You

Your contribution rate is 10% of your covered salary (see heading entitled Retirement Benefits for definition of covered salary) if you were hired before June 8, 2011. Your contribution rate is 7% of your covered salary (see heading entitled Retirement Benefits for definition of covered salary) if you hired on or after June 8, 2011. The Employer “picks up” this contribution through a salary reduction of your base pay. If you are an elected Official or Appointee, you will not contribute to the Plan. However,

the City will contribute the required percentages into your Plan on behalf of Elected Officials and Appointees.

Your contribution will cease upon your retirement, entry into the Deferred Retirement Option Plan (DROP), death, disability or employment termination. Interest is credited at the rate of 3.0% per annum, compounded annually.

Your Employer

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

ELIGIBILITY AND CREDITED SERVICE

Eligibility

If you are a full-time general Regular Employee, which per the City of Pompano Beach Code of Ordinances Sec. 34.010 is defined, in part, as those employees who work for 26 hours or more per week and five months or more per year for the Employer, you must also have 1) satisfactorily completed and passed all medical examinations for an employee in your classification, and 2) met the requirements of the City's merit system, to be eligible to be a Member of the Plan. If you were a general employee who transferred to the Broward County Library System or the Broward County Sheriff's Office and you elected to continue participation in the City of Pompano Beach General Employees' Retirement System, you are an eligible Member. Participation in the Retirement System and contributions as defined above will be mandatory. Effective December 14, 2004, the Mayor, City Commissioners, City Clerk, City Attorney, City Auditor and City Manager, and any person who is elected or appointed to any of the foregoing positions after such date are eligible to be Members of the Plan.

Credited Service

Credited Service is used to compute the amount of your pension benefit when you retire, to determine whether you are eligible for certain benefits and to determine whether you are vested. Your Credited Service is equal to your total years and completed months of service with the Employer from your last date of hire until your date of termination, retirement, entry into the DROP, death or disability. (For exceptions to this rule, see the next section.) Authorized vacations and leaves of absence with pay are included.

Senior Managers who elected to join the Plan in February 2008 under Ordinance 2008-16 will earn Credited Service under the Plan beginning February 14, 2008. These Senior Managers may have chosen to have their prior service as Senior Managers with the Employer counted as Credited Service by paying the full actuarial cost for that service prior to December 11, 2011.

Break in Service

If you terminate employment and later return to work for the Employer, you will become a Member upon reemployment, subject to the conditions described in the Eligibility section above.

Upon your reemployment, you will be credited with your prior eligible service only if you repay in full, with interest at the rate(s) assumed for actuarial purposes, the monies previously refunded to you. One-half of the repayment is due within three months of your reemployment, with the remaining balance due within six months of your reemployment. If repayment is not made in full within the prescribed time frame, any monies paid shall be refunded with interest. Once these monies are returned, there will be no further opportunity for you to obtain credit for prior service.

Military Service

Should you take a leave of absence from the Employer in order to enter the military either voluntarily or non-voluntarily, your period of leave will be included in your Credited Service for vesting purposes if you:

1. Return to City employment within one year from the earlier of the date of military discharge or release from active service, unless otherwise provided by the Uniformed Services Employment and Reemployment Rights Act, as amended; and
2. Are entitled to reemployment with the City under the provisions of the Uniformed Services Employment and Reemployment Rights Act.

Any active duty in the military prior to your date of hire by the Employer is not included in the Credited Service with this Employer.

RETIREMENT DATES

Normal Retirement Date

Your normal Retirement Date is the earliest date when unreduced retirement benefits may be paid to you. Your Normal Retirement Date is the earlier of the date when you reach age 55 and complete 20 years of Credited Service or the date when you reach age 62 and complete 3 years of Credited Service as a regular employee.

If you terminate your employment prior to reaching your Normal Retirement Date, please see pages 14-15 for information regarding Vested Retirement Benefits.

Early Retirement Date

Your Early Retirement Date is the first day of any month following completion of 20 years of Credited Service. You may retire at any time following this date with reduced benefits as described later.

DROP Election Date

If you participate in the Deferred Retirement Option Plan (DROP), your DROP Election Date is the date when you elect to enter the DROP.

DROP Termination Date

If you elect to enter the DROP, your DROP Termination Date is the date when you cease to be an employee of the City and begin receiving your calculated retirement benefit.

Delayed Retirement Date

You may continue to work past your Normal Retirement Date. If you do so, the date you actually stop working will be your Delayed Retirement Date.

RETIREMENT BENEFITS

Normal Retirement Benefit

If you retire on your Normal Retirement Date, the monthly benefit that you will receive is your Normal Retirement Benefit. The amount of your Normal Retirement Benefit is based on the following factors:

1. Your Covered Salary – This is the amount of your compensation including base pay and regular longevity wages, but excluding overtime, bonuses and any other non-

regular payments. Covered Salary will be subject to the limitations set forth in Section 401(a)(17) of the Internal Revenue Code (as adjusted periodically for cost-of-living) in any one year. The adjusted pay limit for 2020 is \$285,000.

2. Your Average Monthly Salary – This is the monthly average of your Covered Salary for the highest 78 completed bi-weekly pay periods (times 1.0048) during your employment with the Employer if your pension hire date was before June 8, 2011. If your pension hire date is on or after June 8, 2011 your average monthly salary is the monthly average of your Covered Salary for the highest 130 completed bi-weekly pay periods (times 1.0048) during your employment with the Employer.
3. Your years of Credited Service at your Normal Retirement Date.
4. If you were hired prior to June 8, 2011 your benefit accrual rate is 2.75%. If you were hired on or after June 8, 2011 your benefit accrual rate is 2.00%.

The calculation of your Normal Retirement Benefit is as follows:

Hired prior to June 8, 2011

2.75% of your Average Monthly Salary multiplied by your years of Credited Service.

Example: your Average Monthly Salary at Normal Retirement Date is \$2,500 and your Credited Service is 20 years. The calculation is:

$$2.75\% \times \$2,500 \times 20 \text{ years} = \$1,375$$

Your Normal Retirement Benefit payable each month would be \$1,375.

Hired on or after June 8, 2011

2.00% of your Average Monthly Salary multiplied by your years of Credited Service.

Example: your Average Monthly Salary at Normal Retirement Date is \$2,500 and your Credited Service is 20 years. The calculation is:

$$2.00\% \times \$2,500 \times 20 \text{ years} = \$1,000$$

Your Normal Retirement Benefit payable each month would be \$1,000.

Your maximum pension benefit is 100% of your Average Monthly Salary or \$90,000 per year, whichever is less.

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

Accrued Benefit

The portion of your Normal Retirement Benefit that you have earned at any point in time prior to your Normal Retirement Date is your Accrued Benefit. Your Accrued Benefit is computed in the same way as the Normal Retirement Benefit, except you use your present Average Monthly Salary and Credited Service in the preceding calculation. If you are vested at your date of termination, you would be eligible to receive your Accrued Benefit as a monthly amount starting on your Normal Retirement Date. Vesting provisions are described later in this document.

Early Retirement Benefit

If you retire early, you may elect to receive your Early Retirement Benefit either on a deferred basis or immediately.

1. A deferred Early Retirement Benefit means the benefit begins on your Normal Retirement Date and is paid to you for your life. The benefit is equal to your Accrued Benefit on the date you terminated your employment.
2. An immediate Early Retirement Benefit is a benefit that begins on your Early Retirement Date and is paid to you for your life. The benefit is equal to your Accrued Benefit on the date you retire, but reduced for the number of months by which the starting date of the benefit precedes your Normal Retirement Date. The benefit is reduced to take into account the fact that you will begin to receive the benefit sooner and are expected to receive payments for a longer period of time. The following table shows how much your reduced benefit will be if payments begin before your Normal Retirement Date:

Number of Years Early	Early Retirement Benefit as Percentage Of Accrued Normal Retirement Benefit
1	93.3%
2	86.7
3	80.0
4	73.3
5	66.7
6	63.3
7	60.0
8	56.7
9	53.3
10	50.0

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

Delayed Retirement Benefit

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

Cost of Living Adjustments

If you were hired prior to June 8, 2011, your monthly benefit will be eligible for your cost of living adjustments beginning at the first anniversary of your retirement, payable on the following October 1. If you were hired on or after June 8, 2011, your monthly benefit will be eligible for your cost of living adjustment beginning at the fifth anniversary of your retirement, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

Procedures For Filing For Retirement Benefits

The following procedures are provided for your information, to assist you as you prepare for retirement (i.e. early, normal or delayed):

1. Advise your supervisor/department head in writing of your plans to retire.
2. Contact the Executive Director to set up an appointment to complete an application for retirement.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary's birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).
4. The Executive Director will advise you when the final benefit calculation has been completed so that you can make a benefit selection. Your selected Beneficiary and one trustee should be present when the benefit option is selected.
5. The Board of Trustees then approves your retirement election at its next monthly Board meeting.

NOTE: Contact your tax preparer for the most current tax laws concerning your pension.

DISABILITY RETIREMENT

If you have become totally and permanently disabled as defined by the Plan, you may be eligible for a disability benefit. In the case of a disability incurred in the line of duty (Service Incurred), you will be eligible for a benefit regardless of your length of service. In the case of a disability that is not incurred in the line of duty (Non-Service Incurred), you will be eligible for a benefit only if you have at least 10 years of Credited Service at the time of disability.

Service Incurred

Eligibility: You must be totally and permanently disabled and unable to earn at least 75% of the earnings paid to you immediately prior to your disability. There is no service requirement, but you must be an active employee under the Plan at the time of your disability.

Benefit: The amount of your benefit due to a service incurred disability is 60% of your earnings in effect on the date of disability. This benefit is payable until the earlier of your death or recovery.

Non-Service Incurred

Eligibility: You must be totally and permanently disabled such that you cannot have regular and continuous duty as an employee, or any other gainful employment. You must have at least 10 years of Credited Service and must be an active employee under the Plan at the time of your disability.

Benefit: The amount of your benefit due to a non-service incurred disability if hired prior to June 8, 2011 will be an amount equal to 2.75% of your Average Monthly Salary times your years of Credited Service, or 2.00% of your Average Monthly Salary times your years of Credited Service if hired on or after June 8, 2011, subject to a minimum of 25% of your earnings. This benefit is payable until the earlier of your death or recovery.

Cost of Living Adjustments

If you were hired prior to June 8, 2011, your monthly benefit will be eligible for cost of living adjustments beginning at the first anniversary of your disability retirement, payable on the following October 1. If you were hired on or after June 8, 2011, your monthly benefit will be eligible for a cost of living adjustment at the fifth anniversary of your disability retirement payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

Note: To receive either type of disability benefit, you will have to qualify for such benefit based on standards determined by the Board of Trustees on a uniform, non-discriminatory basis.

Procedures For Filing For Disability Retirement Benefits

The following procedures are provided for your information:

1. Advise your supervisor/department head in writing of your plans to file for a disability retirement.
2. Contact the Executive Director to set up an appointment to complete an application for disability retirement.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary's birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).

4. Provide names, addresses and phone numbers to the Executive Director of all doctors, hospitals and other medical facilities that have treated you for the disability.
5. Sign medical records release forms provided by Executive Director.
6. After, and only after, all medical information has been received from your doctors will appointments be made with the Retirement System's Medical Board physicians.
7. You are then examined by the Medical Board physicians and their written reports are sent to the Board of Trustees.
8. The Medical Board's reports are reviewed by the Board of Trustees at a hearing held by the Board of Trustees and the disability is either approved or denied.

SURVIVOR BENEFITS

Before Retirement

If you die while you are an active employee but before you are vested, your Beneficiary will receive a death benefit equal to one times your annual earnings, plus a refund of your accumulated contributions plus interest. The death benefit related to your annual earnings will be payable in equal monthly installments for 48 months. The refund of your contributions plus interest will be paid in a single lump sum immediately upon proof of death. If you are an Elected Official or Appointee, your Beneficiary is not entitled a refund of the contributions made by the City on your behalf.

If you die after you become vested, your Beneficiary will receive a monthly benefit for 10 years as though you had retired on your date of death and had selected to receive your benefit under Option 2, 10 Year Certain and Life (see Forms of Benefits Payable). Your Beneficiary will receive this benefit whether or not you were eligible for early or normal retirement benefits at the time of your death. Your Beneficiary's monthly benefit will be eligible for cost of living adjustments as described in detail in the Cost of Living Adjustment section later in this document.

After Retirement

If you were receiving an optional form of retirement payment which provided for a survivor's benefit to be paid after your death, your Beneficiary will receive payments following your death in accordance with that option.

DEFERRED RETIREMENT OPTION PLAN (DROP)

Once you have attained 20 years of service, and are at least age 55, or attained 3 years of service and are at least age 62, you are eligible to enter the Deferred Retirement Option Plan (DROP).

DROP Provisions

Your election to enter the DROP is irrevocable and cannot later be changed. You may participate in the DROP for a maximum of five (5) years (60 months), and must agree to terminate your employment (i.e. separate from service) no later than the end of this period. DROP participants are not entitled to pre-retirement death or disability benefits from the Retirement System.

DROP Account

Your DROP Account will be credited with the monthly benefit you would have received had you retired from service on the date you enter the DROP, taking into consideration any optional form of benefit selected, as explained in the Retirement Benefits section of this document. Your DROP Account will be credited with interest at the same rate as the investment earnings assumption for the Plan, paid through your employment termination date.

Upon Termination

Upon termination of employment, you will receive a distribution of your accumulated DROP Account balance and will begin receiving a monthly benefit equal to the monthly benefit you would have received had you retired from service on the date you entered the DROP, taking into consideration any optional form of benefit selected.

DROP Participants wishing to exit the DROP must notify the Pension Office of their employment termination date, and therefore their intent to exit the DROP, at least seven (7) business days prior to the next scheduled monthly Board meeting date in order to have their DROP exit approved at that meeting. DROP exit notifications received after the cutoff date will be placed on the following month's meeting agenda and may delay the issuance of the participant's DROP distribution and the start of their monthly retirement benefit payments.

Cost of Living Adjustments

Your monthly benefit will not be eligible for cost of living adjustments while you are participating in DROP. Upon exiting the DROP

your monthly benefit will qualify for a cost of living adjustment as described in detail in the Cost of Living Adjustment section later in this document.

Procedures For Filing For DROP

The following procedures are provided for your information, to assist you as you prepare for entering the DROP.

1. Advise your supervisor/department head in writing of your plans to enter the DROP at least 30 days prior to the date you wish to enter the DROP.
2. Contact the Executive Director to set up an appointment to complete an application for the DROP program and designate the Beneficiary of your DROP account.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary’s birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).
4. The Executive Director will advise you when the final benefit calculation has been completed so that you can make a benefit selection. Your selected Beneficiary and one trustee should be present when the benefit option is selected.
5. The board of Trustees then approves your DROP entry at its next monthly board meeting.

VESTED RETIREMENT BENEFIT

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

Vested Interest			
Completed Years of Service	Elected and Appointed Employees	Senior Management Employees	All Other General Employees
Less than 5	0%	0%	0%
5 to 7	100%	100%	0%
7 or more	100%	100%	100%

If you become eligible for Early or Normal Retirement while you are working for the City, you are automatically 100% vested. The vested benefit is payable at your Normal Retirement Date.

If you have fewer than 20 years of Credited Service before your termination, the time after your termination will count toward determining when you reach your Normal Retirement Date, but you will not accrue any additional benefit for the time after termination.

If you have 20 or more years of Credited Service before your termination, you may receive your vested benefit, reduced as for Early Retirement, at any time after your termination (see Early Retirement Benefit).

Your monthly benefit will be eligible for cost of living adjustments as described in detail in the Cost of Living Adjustment section later in this document.

You may elect to immediately receive a refund of your own contributions, plus three (3) percent interest per annum, even if you are not yet eligible to receive a retirement benefit. Please note that the election to take a refund of your contributions with interest would be in lieu of any and all future benefit payments.

If you terminate before you are vested you will receive a refund of your own contributions, plus three (3) percent interest per annum. Please note, however, that you must have at least one year of Credited Service to receive the three percent interest. If you are an Elected Official or Appointee, you are not entitled a refund of the contributions made by the City on your behalf.

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

Requesting a Refund of Contributions

The following procedures are provided for your information:

1. Notify the Executive Director of your termination of employment and arrange to complete an Application for Refund of Contributions form and to obtain the required IRS Special Tax Notice Regarding Plan Payments.

2. Because complex rules apply to your refund and the rollover of payments, you should seek competent tax advice from your tax advisor.
3. Allow 3-4 weeks after you have completed the Application for Refund of Contributions and terminated your employment for your check(s) to be issued by the Plan's Custodian, whether the refund is paid to you or payment is made directly to your IRA or another qualified employer plan.

FORMS OF BENEFIT PAYMENTS

Normal Form of Benefit Payment

Unless you elect otherwise before retirement, your pension is payable as a Life Annuity. This is a series of monthly payments payable to you for your life; upon death, no further payments will be made.

Election of Optional Forms of Benefit Payments

You have the right at any time before your actual retirement date to elect not to have your retirement benefit paid in the Normal Form. Your benefit would then be paid in the optional form which you choose.

You may choose among the options described below and revoke any such elections and make a new election at any time before your actual retirement. You must make such election by written request to the Executive Director and such election shall be subject to the approval of the Board of Trustees. This election also applies to terminated Participants who are eligible for payment of deferred Vested Retirement Benefits. The options available are as follows:

1. Option 1 – Joint and Last Survivor Option

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit (or a designated fraction thereof) continued after your death to your designated Beneficiary for the rest of the Beneficiary's lifetime. This election will be null and void if your designated Beneficiary dies before you retire and you do not select another Beneficiary prior to your retirement. The present value of the payments to you must initially be at least 50% of the total combined present value of payments to both you and the designated beneficiary.

2. Option 2 – Ten Year Certain and Life Thereafter Annuity

You may elect to receive a decreased retirement benefit with 120 monthly payments guaranteed. If you die before receiving 120 payments, the payments will continue to your Beneficiary until a total of 120 payments have been made. If you live longer than ten years, payments are continued for the rest of your life, ceasing upon death.

3. Option 3 – Other

In lieu of the other optional forms enumerated in this section, retirement benefits may be paid in any form approved by the Board of Trustees so long as actuarial equivalence with the benefits otherwise payable is maintained.

Under no circumstances shall the Board of Trustees approve a lump sum distribution of the present value of your accrued benefit. However, if you so elect, you may receive a distribution of all of your accumulated contributions, plus 3% interest, in lieu of a monthly retirement benefit.

In no event may the total of benefit payments to you and your Beneficiary be less than your own accumulated contributions plus 3% interest.

COST OF LIVING ADJUSTMENT

Hired Prior to June 8, 2011

Beginning October 1, 2000 for members hired prior to June 8, 2011, the Plan allows for an annual guaranteed Cost of Living Adjustment (COLA) equal to two percent (2%) payable on October 1, plus an additional, variable COLA equal to up to one percent (1%) if Plan earnings are sufficient (as certified by the Plan's actuary). The COLA is payable to each Retiree who has been retired for at least one year at the time of COLA payment (October 1). All retirees and their beneficiaries are eligible for the COLA once they have been retired for one year.

All COLA's will be paid on October 1 and will be payable to each Retiree who has been retired for at least one year as of that respective October 1. Once a Retiree has reached his/her first anniversary of retirement, such Retiree will be granted an annual COLA effective on the first retirement anniversary date, but payable on the next October 1.

Example:

Normal Retirement Date = March 1, 2011
First anniversary of retirement = March 1, 2012
First COLA is payable October 1, 2012

Hired on or after June 8, 2011

For members hired on or after June 8, 2011, a COLA based on the schedule below will be paid to each retiree beginning on October 1 following the fifth anniversary of retirement. Once a Retiree has reached his/her fifth anniversary of retirement, such Retiree will be granted an annual COLA payable on each October 1 thereafter.

Age	COLA Amount
Under 55	0%
55 to 64	1%
65 and older	2%

In addition, a variable COLA equal up to one percent (1%) may be granted if the Plan is sufficiently funded (as certified by the Plan's actuary).

Example:

Normal Retirement Date = March 1, 2041 at age 55
Fifth anniversary of retirement = March 1, 2046
First COLA of 1% is payable October 1, 2046
Annual COLA's of 1% are payable each October from 2047 through 2050.
Annual COLA's of 2% are payable beginning October 1, 2051.

For all Retirees, in the event the Plan is not sufficiently funded in any one year to provide the additional, variable one percent increase, a retroactive variable COLA will be provided in subsequent years when the Plan is once again sufficiently funded (as certified by the Plan's actuary).

TERMINATION OF THE PLAN

If the Plan is terminated or if the Employer discontinues making contributions, you will immediately become 100% vested in the benefit you have earned to date. All of the assets of the Plan would then be allocated to the Members according to certain classes of priority. Only after all accrued benefits have been paid and any other liabilities have been satisfied can any remaining money be returned to the Employer.

IMPORTANT NOTICE

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

1. If you terminate employment before reaching the Normal or Early Retirement Date and do not have enough Credited Service to have earned a vested interest, no benefits will be payable except for a return of your own contributions with interest.
2. No credit is allowed either for benefit accrual or vesting purposes for any period in which you are not considered a full-time employee.
3. Your retirement benefit will not be payable until your actual retirement date, even if you continue to work beyond your Normal Retirement Date.
4. In the event this Plan terminates and the available Plan assets are less than the value of all Accrued Benefits, your Accrued Benefit may be reduced.
5. Payment of your benefits may be subject to an income deduction order made pursuant to state or federal domestic relations laws.

YOUR ACCRUED BENEFIT MAY BE FORFEITED UNDER CERTAIN CIRCUMSTANCES

Benefits are forfeitable pursuant to various provisions of the Florida Statutes, which provide for the forfeiture of retirement benefits of persons who are convicted of certain offenses.

Section 112.3173, Florida Statutes, requires the official or board responsible for paying benefits under a public retirement system to make a forfeiture determination when the board has reason to believe that the rights of the person under any such system are required to be forfeited pursuant to the statute.

The Florida Constitution provides:

"Any public officer or employee who is convicted of a felony involving a breach of public trust shall be subject to forfeiture of rights and privileges under a public retirement system or pension plan in such manner as may be provided by law."

The Florida Legislature has implemented this constitutional provision in section 112.3173, Florida Statutes. Subsection (3) of the statute requires that:

"any public officer or employee who is convicted of a specified offense committed prior to retirement, or whose office or employment is terminated by reason of his or her admitted commission, aid, or abetment of a specified offense, shall forfeit all rights and benefits under any public retirement system of which he or she is a member, except for the return of his or her accumulated contributions as of the date of termination."

A "specified offense" for purposes of the statute includes: (i) embezzlement of public funds; (ii) theft by a public officer or employee from his or her employer; (iii) bribery in connection with employment; (iv) certain felonies involving bribery or misuse of public office; (v) committing an impeachable offense; (vi) commission of a felony to obtain profit or advantage through the use of a public office or employment; and (vii) commission of lewd or lascivious offenses against certain victims by a public officer or employee through the use of his or her public office or employment.

Section 112.3173(5), Florida Statutes, creates the procedure for a forfeiture determination to be made by the official or board responsible for paying benefits under a public retirement system. The statute requires that, upon receipt of notice or whenever the board "*otherwise has reason to believe that the rights and privileges of any person under such system are required to be forfeited under this section,*" the board must give notice and hold an administrative hearing pursuant to Chapter 120, Florida Statutes, to determine whether the subject retirement rights and benefits must be forfeited. If a determination is made that such rights and privileges are required to be forfeited, the board must order the forfeiture. Orders of forfeiture of retirement system rights and privileges are appealable to the district court of appeal.

Section 112.3173, Florida Statutes, requires that "all rights and benefits under any public retirement system of which [the officer or employee] is a member" shall be subject to forfeiture.

YOUR RESPONSIBILITIES

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

CLAIMS PROCEDURES

Claims Procedures

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

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Board of Trustees shall furnish you with a written notice of this denial within 15 days after its decision. The written notice will contain the specific reason or reasons for the denial, stated as clearly and concisely as is possible.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

Claims Review Procedure

1. Upon the denial of your claim for benefits, you may file a written request for review with the Executive Director.
2. You must file the request for review no later than 15 days after you have received written notification of the denial of your claim for benefits.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Executive Director.
4. Within 90 days after the receipt of your request for a rehearing and review, the Board of Trustee shall meet, after giving you a minimum of 15 days' notice. You will have the right to be present at the rehearing with legal counsel, if you desire. At this rehearing you may present any additional evidence in support of your claim. You will be responsible for your own attorney's fees.
5. Your request for review will then be given a full and fair review. If your request is again denied, you may, within 30 days of the denial, appeal the Board of Trustees' final decision to the Circuit Court in and for the Seventeenth Judicial Circuit of Broward County. You will be responsible for your own attorney's fees.

TAX, ACCOUNTING AND LEGAL ADVICE DISCLAIMER

The Board of Trustees does not provide tax, legal or accounting advice. This material has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transaction associated with this Plan.