

# City of Tamarac



## Firefighters' Pension Trust Fund Summary Plan Description

February 2015

**STATEMENT FROM THE BOARD OF TRUSTEES**  
**OF THE**  
**CITY OF TAMARAC**  
**FIREFIGHTERS' PENSION TRUST FUND**

This booklet is intended to inform you about the benefits provided by the City of Tamarac Firefighters' Pension Trust Fund. The latest Plan amendments included in the provisions set forth in this booklet includes all Ordinance Amendments up to and including No. 2013-14.

The purpose of the Plan is to assist you in providing for your retirement. The Plan offers advantages to you in that you are not subject to personal income tax for amounts credited to you during your period of participation. Income taxes are payable upon receipt of benefits at time of retirement, death, or receipt of benefits following termination of employment.

Since this booklet is only a summary of the actual provisions contained in the Plan, it may be necessary to refer to the Plan documents for the answers to certain questions.

You can examine these documents at the Office of the City Clerk in Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321. In case there is any conflict between this summary and the actual Plan, the provisions of the Plan will govern.

In the construction of this Summary Plan Description, the masculine shall include the feminine and the singular the plural in all cases where such meanings would be appropriate.

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This Summary Plan Description has been prepared for the purpose of advising you regarding the Plan and your rights hereunder.

## I. GENERAL INFORMATION

There is certain general information, which you may need to know about your Plan. This information has been summarized for you in this section.

### A. GENERAL PLAN INFORMATION

The name of your Plan is the City of Tamarac Firefighters' Pension Trust Fund. It is a defined benefit plan.

A participant is any individual employed by the City as a firefighter as defined by the Florida Statutes in a normal employer-employee relationship on a permanent, full-time basis.

The City has assigned Plan Number 001 to this Plan.

The provisions of the original Plan became effective on June 1, 1975. This date is known as the Effective Date of the Plan. The Plan was restated January 1, 1987.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on October 1 and ends on September 30.

### B. EMPLOYER INFORMATION

The Employer's name, address, and identification number is:

City of Tamarac  
7525 N.W. 88 Avenue  
Tamarac, FL 33321-2401  
59-1039552

### C. PLAN ADMINISTRATOR INFORMATION

A Board of Trustees consisting of five Trustees administers the Plan. The Board members are appointed by City officials and elected by Plan participants. The Board has sole discretion to interpret the provisions of the Plan, determine questions relating to eligibility, participation and benefits, and such other representation and duties as are necessary to the operation and administration of the Plan as set forth in the Retirement Plan and Trust Declaration.

The Plan Administrator has responsibility for the overall operation of the Plan. The Plan Administrator is also responsible to answer any questions you may have about the Plan. The name and address of the Plan Administrator is:

Board of Trustees  
City of Tamarac Firefighters' Pension Trust Fund  
7525 Northwest 88 Avenue  
Tamarac, Florida 33321-2401

The Plan Administrator has contracted with a Third Party Administrator to handle the routine day-to-day administrative duties. The Third Party administrator is:

City of Tamarac Human Resources Department/Pension Administration  
7525 NW 88<sup>th</sup> Avenue, Suite 106  
Tamarac, FL 33321  
Ph: 954-597-3618  
Fax: 954-597-3617

**D. PLAN TRUSTEE INFORMATION**

The names of the Plan's Trustees are:

PENSION BOARD TRUSTEES  
Steven Korte, Elected  
William Duesler, Elected  
James Moore, Appointed  
Peter Prior, Appointed  
Roberto Hernandez, Appointed

The mailing address for the Pension Board of Trustees is:

City of Tamarac Firefighters' Pension Trust Fund  
City of Tamarac Human Resources Department/Pension Administration  
7525 NW 88<sup>th</sup> Avenue, Suite 106  
Tamarac, FL 33321  
Ph: 954-597-3618  
Fax: 954-597-3617

The Plan's Trustees have been designated to hold and invest Plan assets for the benefit of you and other Plan participants.

**E. SERVICE OF LEGAL PROCESS**

The Chairman of the Board of Trustees is the designated agent. In his or her absence, service of legal process may also be made upon the Pension Board Legal Counsel or the Secretary.

**F. PENSION FUND OR TRUST FUND**

The required annual cash contributions from the Employer as well as premium tax refunds from the State are deposited promptly into the Pension Fund for investment purposes. No Employer amounts deposited in the Fund for retirement purposes can ever revert or be returned to the Employer, except in special cases permitted by law.

## **II. COST OF THE PLAN**

### **A. CITY CONTRIBUTIONS**

The City makes contributions to the Pension Fund in amounts determined by consulting actuaries to be sufficient, after allowing for Employee Contributions and Premium Tax Refunds, to fund all benefits under the Plan.

### **B. MEMBER CONTRIBUTIONS**

Effective January 1, 2013, your regular contributions shall be 10.5% percent of total cash remuneration for services rendered to the City. Your employer, City of Tamarac, shall assume and pay your contributions in lieu of payroll deductions from your after-tax earnings. You do not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City directly to the Plan. All such contributions by the City are considered a part of your Accumulated Contributions and are subject to all provisions of this Plan pertaining to Accumulated Contributions of Members.

### **C. STATE PREMIUM TAX REFUNDS**

Premium taxes are collected by the State of Florida and forwarded to the City for deposit into the Fund to provide minimum and additional benefits for Firefighters.

### **III. ELIGIBILITY AND SERVICE**

#### **A. ELIGIBILITY**

You will become eligible for participation in the Plan on your first day of full-time employment as a Firefighter with the City.

#### **B. SERVICE**

Service means years and completed months of continuous uninterrupted employment as a full-time firefighter employee of the City and service purchased for prior military service or prior service as a full-time professional firefighter with the City or any other governmental employer. Service is used to calculate the amount of your monthly pension benefit when you retire. It is also used to determine whether you are entitled to a "vested" benefit if you leave the City before becoming entitled to retirement benefits (see Section entitled Vested Benefits).

If you are a rehired employee and had received a refund of your accumulated contributions, you may be able to receive credit for your prior service if subsequently re-employed. To receive such credit for prior service, you will have to repay the refunded accumulated contributions plus interest to the plan. (See Section entitled Vested Benefits).

#### **C. VESTING CREDIT FOR EMPLOYEES PREVIOUSLY EXCLUDED DUE TO REACHING NORMAL RETIREMENT AGE**

If you have not made contributions for any period of covered service because the previous plan did not permit contributions or benefit credits for service after normal retirement age, you must pay retroactive contributions for any such period in order to receive Vesting Credit for that period. Such retroactive contributions shall be made over a period of time equal to the period of time for which contributions were not made unless the participant selects a shorter period. All retroactive contributions due must be paid in full prior to retirement.

#### **IV. RETIREMENT DATES AND ELIGIBILITY**

##### **A. NORMAL RETIREMENT DATE**

The Normal Retirement Date is the earliest date you may receive unreduced retirement benefits. Your Normal Retirement Date is the first day of the month coincident with or next following the date you reach your Normal Retirement Age, which is:

- (i) fifty-five (55) years of age with five (5) years of vested credits for participants hired prior to January 1, 2013; or
- (ii) fifty-five (55) years of age with eight (8) years of vested credits for participants hired on or after January 1, 2013; or
- (iii) twenty-five (25) vesting credits regardless of age.

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

##### **B. EARLY RETIREMENT DATE**

Your Early Retirement Date is the date you have earned at least ten (10) Vesting Credits and have reached your Early Retirement Age, which is fifty (50) years of age.

## V. RETIREMENT, COLA, SUBSIDY AND SUPPLEMENTAL BENEFITS

### A. NORMAL RETIREMENT BENEFIT

Normal Retirement is the benefit you will receive if you continue employment until your Normal Retirement Date. The amount of your Normal Retirement Benefit is based on the following two factors:

- 1) Your Average Final Compensation means one-twelfth (1/12) of your annual average compensation during the highest five (5) years of employment. Compensation is defined as total cash remuneration paid for services rendered to the City during such employment. However, your Average Final Compensation shall exclude all overtime in excess of 300 hours per calendar year earned on or after January 1, 2013. Furthermore, your Average Final Compensation shall also exclude payments for unused, accrued vacation and sick leave earned on or after January 1, 2013.
- 2) Your years of Vesting Credits at your Normal Retirement Date. You earn one Vesting Credit for each year of service.

The calculation of your Normal Retirement Benefit is as follows:

$$\begin{array}{c} X\% \text{ of Your Average Final Compensation} \\ \text{multiplied by} \\ \text{Your years of Vesting Credits} \end{array}$$

Where X is:

3% for Firefighters for first 15 years  
4% for Firefighters for each of the next 10 years  
3% for Firefighters all years after 25 years

For example:

A Firefighter whose annual Average Final Compensation at Normal Retirement Date is equal to \$6,800, and whose Vesting Credits are 25 years, the calculation for the Normal Retirement Benefit would be as follows:

3% of \$6,800 = \$ 204.00 per year of Vesting Credit x 15 years = \$3,060.00

4% of \$6,800 = \$ 272.00 per year of Vesting Credit x 10 years = \$2,720.00

Total Normal Retirement Monthly Benefit - \$5,780.00

The normal form of your retirement benefit (i.e. Ten Year Certain and Life) is paid to you monthly for the rest of your life, provided, should you die before receiving 10 years of payments (i.e. 120 payments), your designated beneficiary is entitled to receive the balance up to 120 payments guaranteed. (However, see the sections on Death Benefits After Retirement and Election of Optional Forms of Benefit Payments.) Normal Retirement Benefits from this Plan are not offset or reduced by any benefits received from Social Security.

**B. ACCRUED BENEFIT**

The portion of your Normal Retirement Benefit that you have earned at any point in time is called your Accrued Benefit. Your Accrued Benefit is computed in the same way as the Normal Retirement Benefit, except you use your present Average Final Compensation and Vesting Credits in the calculation. The Accrued Benefit is a monthly amount which starts on your Normal Retirement Date.

**C. EARLY RETIREMENT BENEFIT**

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

Immediate Early Retirement Benefit

The benefit begins on the Early Retirement Date and is paid for the rest of your life, with 120 payments guaranteed. The benefit is equal to your Accrued Benefit reduced to take into account the younger age and earlier commencement of benefit payments. Your benefit will be reduced if payments begin before you reach Normal Retirement Age by three (3%) percent each year by which you are younger than the Normal Retirement Age on the effective date of your early retirement.

Deferred Early Retirement Benefit

The benefit begins on your otherwise Normal Retirement Date and is paid for the rest of your life, with 120 payments guaranteed. The benefit is equal to your Accrued Benefit.

**D. COST OF LIVING ALLOWANCE (COLA)**

For participants who retire on or after June 1, 2013, retirement benefits increased by 2.25% compounded annually each January 1 after being retired at least 5 years.

**E. RETIREMENT SUBSIDY BENEFIT**

Each participant who was an active employee on or after March 1, 2001 shall receive, upon retirement and receipt of monthly benefits from this pension plan (separation, of service), a monthly subsidy benefit of ten dollars (\$10.00) for each completed year of credited service, as adjusted herein, to be not less than fifty dollars (\$50.00) and not to exceed three hundred dollars (\$300.00) per month. Such subsidy benefit shall be adjusted annually, commencing March 1, 2002, by a two and one-half percent (2.5%) increase. This retirement subsidy shall continue until the participant attains Medicare eligibility, at which time the subsidy benefit shall cease.

**F. SUPPLEMENTAL PENSION BENEFIT (SPB)**

For each eligible participant who was an active employee on or after March 1, 2007 with a maximum of 2496 hours of accrued sick leave (for which no payment has been received), SPB is equivalent to 3% of the average monthly compensation used to calculate their standard monthly retirement benefit.

Monthly Benefit is proportionally reduced for lesser amounts of accrued sick leave, will be adjusted in accordance with the optional form of benefit elected, is payable for the remaining period that a pension benefit is payable and is not subject to any cost of living adjustment.

## VI. DISABILITY BENEFITS

### A. ELIGIBILITY

#### **Service-Connected Disability**

A service-connected disability benefit is payable if:

- (i) you have suffered a service-connected injury, illness, disease or disability which permanently incapacitates you, either mentally or physically, from your regular and continuous duty with the City and wholly prevents you from rendering any useful or efficient service as a firefighter to the City; and
- (ii) you have filed a claim with the City for worker's compensation, long-term disability insurance and Social Security disability benefits; and
- (iii) you have filed a claim with the Plan for disability benefits.

Any claim for disability benefits must be made within ninety (90) days after termination of employment with the City.

#### **Non-Service Connected Disability with eight (8) Years or more of Vesting Credits**

A non-service connected disability is payable if:

- (i) you have suffered a non-service connected injury, illness, disease or disability which wholly prevents you from rendering any useful or efficient service as a firefighter to the City; and
- (ii) you have not reached normal or early retirement age; and
- (iii) you have filed a claim with the City for long-term disability insurance and Social Security disability benefits; and
- (iv) you have filed a claim with the Plan for disability benefits.

Any claim for disability benefits must be made within ninety (90) days after termination of employment with the City.

### B. DISABILITY RETIREMENT DATE

Your Disability Retirement Date is the date of the disability. Your first payment is due on the first of the month coincident with or next following the date of disability.

### C. DISABILITY RETIREMENT BENEFIT

#### **Service-Connected Disability**

For disability benefits approved on or after January 1, 2013, the monthly benefit shall be the greater of:

- 1) your accrued retirement benefit; or
- 2) your average monthly compensation at the time of disability minus disability benefits actually received from your employer's long term disability insurance, and worker's compensation benefits paid for lost wages.

The benefit paid by the Plan shall be equal to, but not exceed 42% of average monthly salary at the time of disability for firefighter participants.

The total benefit paid (including long term disability insurance benefits and workers compensation benefits) may not be less than 42% of the firefighter's average monthly compensation at time of disability.

The service-connected disability benefit shall continue until you reach normal retirement age. Upon reaching normal retirement age, your benefit shall be the greater of a normal retirement benefit (with vesting credits for each year of service-connected disability benefits and average annual compensation based upon the base wage rates paid by the City during the period of your disability for your last position and step), or the disability benefit continuing as provided by the retirement benefit option elected upon retirement.

The benefit is payable under the Ten Year Certain and Life option (see Section entitled Forms of Benefit Payments).

**Non-Service Connected Disability with eight (8) Years or more of Vesting Credits**

For disability benefits approved on or after January 1, 2013, the monthly benefit shall equal the greater of:

- 1) your accrued retirement benefit, or
- 2) your average monthly compensation at the time of disability minus disability benefits actually received from your employer's long term disability insurance.

The benefit paid cannot exceed 25% of average monthly compensation for firefighters; provided that the total benefit paid (including long term disability benefits) may not be less than 25% of the firefighter's average monthly compensation.

The monthly non-service-connected disability benefit shall continue until you reach normal retirement age. Upon reaching normal retirement age, your benefit shall be the greater of a normal retirement benefit (with vesting credits for each year of service prior to the date of disability) or the disability benefit continuing as provided by the retirement benefit option elected by you.

The benefit is payable under the Ten Year Certain and Life option (see Section entitled Forms of Benefit Payments).

**D. DETERMINATION AND REVIEW OF DISABILITY**

The Board may consider physicians' reports and disability determinations made by Social Security, Worker's Compensation and the Veteran's Administration in determining whether or not you are disabled. However, such reports shall not be binding on the Board. At the Plan's expense, you may be required to be examined by physicians and other professionals selected by the Board whose reports may be considered by (but shall not be binding upon) the Board.

The Board will consider disability benefits within 60 days after all required documentation and reports have been submitted to the Board. The Board may review the status of any disability retiree once a year, and in its sole discretion, may require you to submit to a medical examination, and/or provide physician's reports or other such documents to substantiate the continued disability.

Should the Board determine you have not complied with the obligations imposed, they may suspend benefits until you comply.

**E. VESTING CREDIT DURING DISABILITY**

If you receive a service-connected disability benefit, then recover from such disability and return to work, you will receive full vesting credit for all of the time you were receiving a disability benefit.

If you were receiving a non-service-connected disability benefit, then recover from such disability and return to work, you will not incur a break in service for the period of the disability if you pay into the fund the amount of employee contributions which would have been made had you not been disabled, plus interest as determined by the Board.

**F. RECOVERY FROM DISABILITY AND RE-EMPLOYMENT**

**Service-Connected Disability**

If you recover from a service-connected disability, the Board shall request the City to reinstate you to your former position although the City is not required to do so. If you resume such employment or decline an offer of such employment with the City, your disability benefit will be discontinued.

**Non-Service-Connected Disability**

If you recover from a non-service connected disability and are able to render useful and efficient service as a firefighter, your disability benefit shall be discontinued.

**G. DUTY TO COOPERATE AND SEARCH FOR WORK; REDUCTION IN DISABILITY BENEFIT**

Applicants for and recipients of disability pensions must apply for social security disability benefits, long-term disability insurance benefits and for service-connected disability, workers' compensation benefits. Applicants must provide the information necessary to support such claims to the insurer or Social Security Administration, diligently pursue such claims and submit to appropriate medical examinations requested by such insurers in connection with such claims.

## **VII. DEATH BENEFITS**

### **A. PRE-RETIREMENT**

If you die before your benefits commence, your designated beneficiary shall receive a benefit equal to your vested Accrued Benefit as of the date of your death or, if greater, the equivalent single sum value of the survivor benefit payable under the 100% joint and survivor annuity. The Pension Fund's actuary will calculate which benefit is greater and the Pension Fund will then pay the death benefit to your designated beneficiary.

The death benefit will be paid immediately after your death. It will be paid as a monthly benefit payable for life to your designated beneficiary, unless an alternate method of payment having the same value is agreed upon by the beneficiary and the Board of Trustees. If the total lifetime value of the death benefit is \$5,000 or less, a single lump sum benefit payment may be made instead of lifetime monthly payments.

### **B. AFTER RETIREMENT**

If you chose a type of pension which provides for a survivor's benefit to be paid after your death, your beneficiary will receive payments after you die. This is the only way that a death benefit from this Plan will be paid to anyone following your death after you start receiving benefits. However, if the total benefits paid to you and/or your beneficiary are less than the amount of your accumulated contributions, the difference shall be payable to your estate.

## VIII. VESTED BENEFITS

You earn one Vesting Credit for each year of service. If you terminate employment with at least five (5) years of Vesting Credits for those employees hired prior to January 1, 2013, and eight (8) Vesting Credits for those employees hired on or after January 1, 2013, other than by reason of retirement, disability, or death, you will be entitled to a deferred Vested Retirement Benefit. This benefit is equal to your Accrued Benefit on your termination date. The following table shows the Vesting Schedule for your Accrued Benefit.

### Vesting Schedule

<u>Vesting Credit</u>	<u>Vested Interest</u>
Less than 5	0%
5 or more (for employees hired prior to January 1, 2013)	100%
8 or more (for employees hired on or after January 1, 2013)	100%

If you are not vested when you terminate employment, you will receive a refund of your accumulated contributions. If you are vested when you terminate employment, you will be eligible to receive the benefit you accrued up to your date of termination. This vested benefit is payable at your Normal Retirement Date. If you terminate employment ten or more years before early retirement age, you shall have the option to receive a single lump sum benefit in lieu of a deferred monthly benefit.

If you die after becoming vested, but prior to collecting any benefits from the Plan, you shall be covered by a death benefit. (See Section entitled Death Benefits for further details).

If you have ten or more years of Vesting Credits but have not reached Early Retirement Age when you terminate employment, you may elect to receive your Accrued Benefit, reduced for Early Retirement, at any time following attainment of Early Retirement Age. A break in service shall occur when you are no longer employed by the City as a full-time Firefighter employee. Such breaks in service shall not occur if you are not employed because:

- (i) you entered the Armed Forces of the United States, provided you return to work in covered employment within the time frames provided in the Uniformed Services Employment and Reemployment Rights Act (USERRA) after discharge or release from hospital, if the person was hospitalized at the time of separation from the Armed Forces; or,
- (ii) become employed by the City in non-covered employment; or,
- (iii) are absent from work due to maternity or paternity leave, or due to unpaid leave of absence approved by the City; or,
- (iv) become temporarily totally disabled or are receiving disability benefits from the Plan; or,
- (v) terminate employment with the City and become re-employed by the City within five (5) years of termination, provided that you did not receive a refund of your employee accumulated contributions.

If you suffer a break in service before you are vested, you shall lose all Vested Credits earned to date.

## IX. FORMS OF BENEFIT PAYMENTS

### A. STANDARD BENEFITS

Unless you elect otherwise before retirement, your standard benefit shall be a monthly annuity payable for life with 120 payments guaranteed.

### B. ELECTION OF OPTIONAL FORMS OF BENEFIT PAYMENTS

#### Optional Benefits

You may elect to receive a monthly benefit for life or any other actuarially equivalent benefit approved by the Board.

Some of the options are:

1) Option 1 - Joint and Survivor Annuity

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

2) Option 2 -Joint and Survivor "Pop-Up" Annuity

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit (or a designated fraction thereof) continued after your death and during the lifetime of your Beneficiary in amounts of: 50%; 66%; 75%; or 100%. If your beneficiary predeceases you, then you will receive the amount for the remainder of your life that you could have received under "A" above (Standard Benefits) as if benefits under this Option 2 had not been elected. This increased amount is called the "pop-up" amount because your monthly benefit increases upon the death of your beneficiary.

3) Option 3 -Single Life Annuity

You may elect to receive an increased retirement benefit with monthly payments for life. If you die, the payments shall cease.

4) Option 4 -Deferred Retirement Option Plan (DROP)

Alternative to actual retirement and separation from the City's service, eligible employees electing DROP would have their monthly retirement benefit payment made into a DROP Account. Employee MUST irrevocably agree to resign from the City's service effective immediately at the conclusion of the DROP period. For Pension Plan purposes, the employee's status is "retired". Pre-retirement death benefits, disability benefits and the retirement subsidy are not available during the DROP Period. An employee in DROP who has a service incurred injury may be eligible for workers' compensation benefits, but not for pension disability benefits. Death during the DROP period would result in post-retirement death benefits as previously elected by the employee under the Pension Plan.

Eligible employees electing the DROP should contact the City's Human Resources Department or the Fund's Administrative Manager for a DROP Application Package (includes an Acknowledgment; Waiver and Release Agreement; Irrevocable Letter of Resignation; Application; Beneficiary Designation Form, Account Distribution Form and Application Booklet for Retirement Benefits which includes an Application and Instructions for how to apply for benefits).

If you have any questions about DROP, you should contact the City's Human Resources Department or the Fund's Administrative Manager.

**C. ELECTION AND REVOCATION OF BENEFITS**

Optional forms shall only be payable if a timely election is made. Such election must be in writing, signed by you, and on a form provided by the Board of Trustees. Any optional form of benefit must be elected prior to the commencement of payments.

Your election of a standard or optional form of benefit may be revoked at any time before you receive your first benefit payment. Your revocation must be in writing and signed by you.

If an election is revoked, the standard form will be paid unless another election of an optional benefit payment is made in a timely manner.

**D. BENEFICIARY**

The person or persons designated to the Board by you to receive any payments under the Plan when you die is called a "Beneficiary." A Beneficiary designation is made when you become a member of the Plan, and a change of beneficiary may be made at any time. After benefits commence, you may change your designation of joint annuitant or beneficiary up to twice in accordance with applicable Florida Statutes.

Beneficiary Designation forms are provided by the Board of Trustees or Plan Administrator.

**E. MINIMUM GUARANTEED BENEFITS**

You are guaranteed that the total payment of benefits made on your behalf shall at least equal the amount of your total Accumulated Contributions. If the total benefits paid are less than the amount of your Accumulated Contributions, the difference shall be paid in a lump sum to your designated beneficiary or, if no beneficiary, to your estate.

## **X. CLAIMS AND PROCEDURES**

### **A. HOW TO FILE A CLAIM**

Claims for benefits under the Plan must be filed with the Board of Trustees in writing on a form provided by the Board. 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. Death benefit claims must be filed within one year of the death of the participant.

Please keep your mailing address up-to-date with the City of Tamarac, the Board of Trustees or Plan Administrator.

All claims for benefits, elections for a specific form of benefit, notices of re-employment, notices of retirement, verifications of retirement, notices of mailing address, notices of appeal shall be sent to the Benefits Specialist, City of Tamarac, or the Plan Administrator. All other inquiries and matters concerning the Pension Plan shall be submitted to the Board of Trustees address as follows:

City of Tamarac Firefighters' Pension Trust Fund  
c/o City of Tamarac Human Resources Department/Pension Administration  
7525 NW 88<sup>th</sup> Avenue, Suite 106  
Tamarac, FL 33321  
Ph: 954-597-3618  
Fax: 954-597-3617

All inquiries will be answered promptly. The final decision for approval of benefits shall be made by the Board of Trustees.

### **B. DENIAL OF BENEFITS**

If your claim for benefits is denied, suspended, or terminated in whole or in part, you will be furnished with a notice of such no later than 30 days after the final decision has been made. The Notice shall be provided in writing, by certified mail, and shall set forth:

- 1) the specific reasons for the denial, suspension or termination of benefits;
- 2) the specific references to the pertinent provisions of the Pension Plan, upon which the action is based, with a copy of the Pension Plan provisions furnished;
- 3) a description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and
- 4) an explanation of the Claims Review Procedure.

### **C. CLAIMS REVIEW PROCEDURE**

If your claim for benefits is denied, suspended or terminated, in whole or in part, you may appeal to the Board of Trustees for a full and fair review. A written Notice of Appeal must be submitted within 60 days after the notice of denial, suspension or termination is

received by you for such later time as the Board of Trustees deems reasonable. The Notice of Appeal shall briefly describe the grounds upon which the appeal is based and shall be signed by you. You will be allowed to review all pertinent documents during normal business hours, and shall be permitted to submit comments and a statement of issues for consideration by the Board of Trustees.

You may designate an attorney, or any other duly authorized person, to act as your representative at any stage of the Claims Review Procedure. Any rights provided to you during the Claims Review Procedure shall automatically extend to your designated representative. A designation of representative shall be submitted in writing signed by you and the representative.

The Board of Trustees shall rule on all appeals. A final decision shall be made by the Board of Trustees, in writing, no later than 60 days after receipt of the Notice of Appeal, and all supporting documents or information requested by the Trustees, unless special circumstances require an extension of time. In no event, however, should the decision of the Board of Trustees be made later than 120 days after receipt of the Notice of Appeal and supporting documents and information. The decision of the Board of Trustees shall be final and binding.

No action in law or in equity shall be brought to contest a denial, suspension or termination of benefits until you have complied with the procedures provided in Plan Section 16-405 as stated above. In no case, however, shall any action be brought unless instituted within one year from the time you received the Notice of denial, suspension or termination.

## **XI. IMPORTANT NOTICE**

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

1. If you terminate employment before reaching the Normal Retirement Date and you do not have enough Vesting Service to earn a vested interest, you will receive a refund of your contributions.
2. If you retire and subsequently return to work for the City, you must notify the Board within 30 days. Your pension benefits will be suspended during your period of re-employment with the City until such time as you retire again although certain exceptions to this may be made by the Board of Trustees. You may request in advance whether certain work for the City may cause such forfeitures or suspension of benefits.
3. If you are convicted of any criminal offenses specified in Florida Statute Section 112.3173, your pension benefits may be forfeited.

## **XII. INCOME DEDUCTION ORDER**

As a general rule, your benefit, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your benefit.

There is an exception however to this general rule. The Board of Trustees may be required by law to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Board of Trustees must honor certain income deduction orders. An income deduction order is defined as a decree or order issued by a court that obligates you to pay child support or alimony by deductions from your pension benefits or otherwise allocates a portion of your Plan benefit to your spouse, former spouse, child or other dependent. If an income deduction order is received by the Board of Trustees, all or a portion of your benefits may be used to satisfy the obligation. The Board of Trustees shall determine the validity of any order it receives.

Any such legal order shall be immediately submitted to Legal Counsel of the Trust Fund, who shall provide an opinion as to whether the order is qualified within the meaning of the Code to the Board within 60 days. Such time period may be extended, if necessary.

### **XIII. TERMINATION OF THE PLAN**

In the event this Plan is terminated, the rights of all employees to benefits accrued to the date of such termination and the amounts credited to the employees' accounts are considered nonforfeitable and the Board of Trustees is charged with determining the asset value required as well as the distribution date. The Board of Trustees shall inform the City if additional assets are required, in which event the City shall continue to financially support the plan until all nonforfeitable benefits have been funded.

Since this is a governmental plan, it is not covered by termination insurance through the Pension Benefit Guaranty Corporation.

#### **XIV. YOUR RESPONSIBILITIES**

- A. Retain this Summary Plan Description with your other important papers for reference and/or replacement by updated versions and supplemental notices.
- B. Upon completing eligibility requirements, sign a Participation Form, including a Beneficiary designation form.
- C. Keep your Beneficiary designation form updated. Forms for changing your Beneficiary are available from the Benefits Specialist, City of Tamarac, or from the Plan Administrator.
- D. If you terminate employment with the rights to a deferred Vested Retirement Benefit, you should, before the date on which the benefit is to begin, contact and notify the Board of Trustees to ensure such payments begin.
- E. Upon your retirement under Early or Normal Benefit provisions, complete the necessary form or forms to indicate which optional form of benefit you desire.
- F. Keep your mailing address current with the Benefits Specialist, City of Tamarac, or with the Plan Administrator.