

EXHIBIT 1
ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, REPEALING THE EXISTING CITY OF HALLANDALE BEACH POLICE OFFICER'S AND FIREFIGHTER'S PERSONNEL RETIREMENT TRUST ORDINANCE NUMBER 2011-11; APPROVING AND CODIFYING A REVISED PENSION PLAN DOCUMENT TO REFLECT COLLECTIVELY BARGAINED CHANGES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hallandale Beach (City) presently has a pension plan for sworn law enforcement personnel and firefighters in the Police and Fire Departments known as the City of Hallandale Beach Police and Fire Pension Plan (Plan); and

WHEREAS, the Plan was previously codified in Ordinance No. 2011-11; and

WHEREAS, the most recent collective bargaining agreement between the City and the International Union of Police Associations (IUPA), which represents the City’s police officers and sergeants, expired on September 30, 2018 and subsequent agreements have been approved in April 2021; and

WHEREAS, a successor collective bargaining agreement between the City and IUPA contain certain changes to the Retirement Plan; and

WHEREAS, effective January 4, 2020, the City of Hallandale Beach fire department merged with the Broward Sherriff's Office (BSO); and

WHEREAS, pursuant to Sec. 112.0515, Fla. Stat., certain fire employees elected to remain a member of the Hallandale Beach Police and Fire Pension Plan; and

WHEREAS, this Ordinance will ensure that the Plan is administered in accordance with the pension changes in respective collective bargaining agreements and the fire BSO merger; and

WHEREAS, City Code of Ordinances, Chapter 21, PERSONNEL, Article IV, Retirement, Sections 21-328-340 are currently designated as “reserved”; and

WHEREAS, it is the intention of the City Commission that this ordinance serve to consolidate multiple previous pension ordinances and the more recently negotiated pension changes into a single cohesive document and code expressing the current state of the pension plan. By way of this ordinance it is not the intent of the City Commission to otherwise change or

44 invalidate any existing provisions of the previous pension ordinances that are currently applicable,
45 but rather to consolidate those provisions herein, as modified by the most recent collective
46 bargaining agreements; and

47
48 **WHEREAS**, the City Commission. finds that it is in the best interest of the City and its
49 employees to amend the Plan and codify it in City Code of Ordinances, Chapter 21, PERSONNEL,
50 Article IV, Retirement, Sections 21-328 through 21-343,

51
52 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
53 **CITY OF HALLANDALE BEACH, FLORIDA, THAT:**¹

54
55 **SECTION 1.** The foregoing “Whereas” clauses are hereby confirmed as accurate and true
56 and incorporated herein.

57
58 **SECTION 2.** The current Retirement Plan Ordinance Number 2011-11 is hereby repealed
59 in its entirety.

60
61 **SECTION 3:** A revised Retirement Plan Ordinance is hereby enacted as incorporated
62 below.

63
64 **SECTION 4:** This Ordinance shall be referenced in the City Code of Ordinances, Chapter
65 21, PERSONNEL, Article IV, Retirement, Section 21-323.1 and Sections 21-328 through 21-343
66 as reflected in Exhibit A and incorporated herein, and in the current Section 210341 and 342,
67 renumbered in accordance with this Ordinance as Sections 21-344 and 21-345 accordingly.

68
69 **SECTION 5:** The terms, powers, and offices of the current Board of Trustees are hereby
70 continued without interruption and all the benefits, obligations, contracts, and procedures are
71 hereby continued without interruption unless specifically stated in the Retirement Plan Ordinance
72 enacted herein.

73
74 **SECTION 6:** Section 21-323.1 is hereby amended to read as follows:

75
76 The city hereby adopts and establishes a pension plan, known as the Hallandale
77 Beach Police and Fire Pension Plan, for the benefit of all eligible police and fire
78 personnel. The City shall maintain the plan document, as incorporated in Sections
79 21-328 through and including 21-343, on file in the city clerk’s office.

80
81 **SECTION 7:** Sections 21-328 through 21-343 are hereby added to read as follows:

82
83
84 **Sec. 21.328. Retirement Plan Established; Name; Operative Date; Membership**

¹ Words in ~~strikeout~~ type are deletions from existing text and words in underline type are additions.

85
86 A Retirement Plan is hereby established and placed under the exclusive administration and
87 management of a Board of Trustees for the purpose of providing retirement benefits pursuant to the
88 provisions of this Ordinance and for defraying the reasonable expenses of the Retirement Plan.

89
90 The Retirement Plan established by this Ordinance shall be known as the City of Hallandale Beach
91 Police Officers and Firefighters Personnel Retirement Trust.

92
93 This Retirement Plan shall be effective on the date of adoption by the City.

94
95 All police officers and firefighters, as defined herein, shall be members of the Retirement Plan as a
96 condition of continued employment. The City may, at its option, provide for the exclusion of the
97 Police Chief and Fire Chief from the Retirement Plan as permitted by state law.

98
99 Restoration of retired members. A member in receipt of a retirement benefit, except a disability
100 retirement, shall have the right to again become a member of the system or to decline membership
101 upon rejoining the City's workforce. The retirement member shall elect to accept or decline
102 membership in the Plan within thirty (30) days of a return to work status. In the case of an employee
103 in receipt of a service retirement benefit who elects continued membership in the system, the
104 payment of retirement benefits shall be suspended during the period of reemployment. The employee
105 shall again become a contributing member so the Plan and shall earn credited service, up to the
106 amount of any maximum accrual permitted by the Plan, during the period of reemployment. At the
107 conclusion of the term of reemployment, a new retirement calculation shall be made, taking into
108 account any additional credited service and any change in the salary calculation. The total calculated
109 benefits shall then be combined for a single retirement payment. In the case of an employee who
110 declines further membership, the employee shall be permitted to continue to receive the retirement
111 benefit while employed by the City; but, shall receive no credited service, no salary recalculation
112 and no adjustment for enhanced benefits during the period of reemployment.

113 114 **Sec. 21-329. Definitions**

115
116 Unless a different meaning is plainly required by the context, the following words and phrases as
117 used in this Ordinance shall have the following words and meanings:

118
119 **Accumulated Contributions** – shall mean the sum of all amounts deducted from a member's
120 compensation or picked up on behalf of a member. Accumulated contributions shall also include
121 buy-back amounts paid under sections 8.07 and 8.08.

122
123 **Active Membership** – shall mean membership in the Retirement Plan as an employee.

124
125 **Actuarial Equivalence** – shall mean that any benefit payable under the terms hereof in a form
126 other than the normal form of benefit shall have the same actuarial present value on the date
127 payment commences as the normal form of benefit. For purposes of establishing actuarial present

value of any form of payment other than a lump sum distribution, all future payments shall be discounted for interest and mortality using eight percent (8%) interest and the 1983 Group Mortality Table for Males, with ages set ahead five (5) years in the case of disability retirees. In the case of a lump sum distribution, the actuarial present value shall be determined on the basis of the same mortality rates as just described and the pension benefit guaranty corporation's interest rates for terminating single employer plans which are in effect on the first day of the plan year in which the distribution is to be made.

And – shall have a conjunctive meaning.

Beneficiary – shall mean any person receiving a retirement allowance or other benefit from this Retirement Plan.

Benefit – shall mean a retirement allowance or other payment provided by the Retirement Plan.

Board or Board of Trustees – shall mean the Board of Trustees of the Retirement Plan.

City – shall mean the City of Hallandale Beach, Florida. To the extent certain firefighters elected to remain members of the Plan after January 4, 2020 (the BSO merger date), the term "City" may refer to the Broward Sheriffs' Office as applicable in the instance.

COLA- shall refer to cost of living adjustments.

Credited Service – shall mean membership credit upon which a member's eligibility to receive benefits under the Retirement Plan is based or upon which the amount of such benefits is to be determined.

Disability – shall mean the permanent and total incapacity to perform regular and continuous duties as a police officer or firefighter for the City of Hallandale Beach.

DROP- shall refer to the City of Hallandale Beach's deferred retirement option plan as adopted and incorporated in the City of Hallandale Beach Police and Fire Pension Plan.

Early Service Retirement – shall mean a member's withdrawal from service under circumstances permitting the payment of a retirement benefit before such member is eligible for normal service retirement.

Employee – shall mean a firefighter or police officer presently employed by the City.

Final Average Compensation – Effective January 1, 2006, Final Average Compensation (FAC) for Police Tier One members shall mean a Police Officer's average monthly rate of pensionable earnings for the two most recent Calendar Years, prior to entering retirement. Effective April 15, 2021, Final Average Compensation for Police Tier One members shall mean a Police Officer's

171 average monthly rate of pensionable earnings for the highest four (4) full Calendar Years.
172 Members retiring prior to January 1, 2025 with normal retirement will be able to select a Final
173 Average Compensation of either highest four (4) or last two (2) prior to entering retirement.
174

175 Effective March 20, 2013, Final Average Compensation for Police Tier Two members shall mean
176 a Police Officer's average monthly rate of pensionable earnings for the five most recent Calendar
177 Years.
178

179 Effective October 1, 2006, Final Average Compensation for Fire Tier One members shall mean a
180 Firefighter's average monthly rate of pensionable earnings for the two most recent Calendar Years.
181

182 Effective August 7, 2013, Final Average Compensation for Fire Tier Two members shall mean a
183 Firefighter's average monthly rate of pensionable earnings for the five most recent Calendar Years.
184

185 For purposes of this section, Calendar Year shall mean a one-year period ending on December 31.
186 Effective October 1, 2006, members entering the DROP or retiring prior to September 30, 2008
187 shall be allowed to select either two or three-year averaging for calculating final average
188 compensation.
189

190 A Firefighter's Final Average Compensation, for benefit determination, shall include Outside
191 Service Duty Detail Compensation up to a maximum of \$10,000.00 per Plan Year for Outside
192 Service Duty Detail Compensation earned from October 1, 2006 through February 15, 2011.
193

194 A Police Officer's Final Average Compensation, for benefit determination, shall include Outside
195 Service Duty Detail Compensation up to a maximum of \$10,000.00 per Plan Year for Outside
196 Service Duty Detail Compensation earned from October 1, 2006 through July 7, 2010.
197

198 For Outside Service Duty Details worked by a Police Officer from October 1, 2006 through July
199 7, 2010 and worked by a Firefighter from October 1, 2006 through February 15, 2011 to be
200 considered part of Final Average Compensation, they must have been worked during the two
201 Calendar Years immediately preceding the date on which the Police Officer or the Firefighter
202 retires or enters DROP.
203

204 Effective July 8, 2010 for Police Officers and effective February 16, 2011 for Firefighters, Outside
205 Service Duty Detail Compensation shall not be part of Final Average Compensation and, as such,
206 shall not be considered pensionable earnings nor subject to pension fund contributions from Police
207 Officers and Firefighters.
208

209 Prior to January 1, 2006 for Police Officers and prior to October 1, 2006 for Firefighters, final
210 average compensation shall mean a member's average monthly rate of pensionable earnings from
211 the City during the seventy-eight (78) highest consecutive bi-weekly pay periods of service
212 proceeding actual retirement of the member or the termination of the member's service with the

retirement of the member of the termination of the member's services with the City, whichever shall occur earlier.

For purposes of non-service disability calculations, if a member shall have been employed for less than seventy-eight (78) consecutive bi-weekly pay periods, such average shall be taken only over the period of actual employment.

The terms "Average Final Compensation", "Final Monthly Compensation" and "Final Average Compensation" shall have the same meaning and shall be interchangeable when used herein and within the bargaining unit contracts.

Firefighter – shall mean any person employed by the City, who was hired prior to January 4, 2020 (BSO merger date) and elected to remain a member of the Plan, and who is certified as a firefighter as a condition of employment in accordance of the provisions of Section 633.35 Fla. Stat., and whose duty it is to extinguish fires, to protect life and to protect property.

Fire Tier One – shall mean the defined benefit pension program for Firefighters hired before August 7, 2013, as applied to firefighters who elected to remain members of the Plan after January 4, 2020.

Fire Tier Two – shall mean shall mean the defined benefit pension program for Firefighters hired on or after August 7, 2013, as applied to firefighters who elected to remain members of the Plan after January 4, 2020. Benefits shall be administered in the same manner as Fire Tier One benefits, except as follows: (1) the Normal Retirement Benefit for Fire Tier Two members shall be determined by multiplying 3% of Final Average Compensation by the number of years of credited service; (2) Final Average Compensation for Fire Tier Two members shall be calculated using the member's average monthly rate of Pensionable Earnings for the five (5) most recent Calendar Years; (3) Fire Tier Two members shall not be entitled to a COLA; and (4) Fire Tier Two members shall not be eligible to participate in DROP.

Fund – shall mean the City of Hallandale Beach Police and Fire Personnel Retirement Trust Fund.

May – shall mean a permissive term.

Member – shall mean a police officer or firefighter actively employed by the City for whom contributions to the Retirement Plan are made as required by this Ordinance. A re-hired, retired member, except a reinstated member on disability, shall have the option to restore active membership as provided in this Plan.

Option – shall mean one of several choices available to members with respect to the manner in which a retirement allowance may be paid.

Pension – shall mean a series of periodic payments, usually for life, payable in monthly installments.

Pensionable Earnings – shall mean shall mean a member's base salary, including pick-up contributions for all straight time hours worked, overtime, assignment pay, payments received for vacation and sick leave taken in lieu of pay for actual services rendered, jury duty pay, bereavement leave taken in lieu of payment for actual services rendered, premium pay, longevity and educational incentive payments. Effective October 1, 2006 through February 15, 2011, Pensionable Earnings for Firefighters shall include Outside Service Duty Detail Compensation up to a maximum of \$10,000.00 per Plan Year for Outside Service Duty Detail Compensation earned from October 1, 2006 through February 15, 2011. Effective October 1, 2006 through July 7, 2010, Pensionable Earnings for Police Officers shall include Outside Service Duty Detail Compensation up to a maximum of \$10,000.00 per Plan Year for Outside Service Duty Detail Compensation earned from October 1, 2006 through July 7, 2010. Effective July 8, 2011 for Police Officers and effective February 16, 2011 for Firefighters, Pensionable Earnings shall not include Outside Service Duty Detail Compensation. All administrative cost for implementing the treatment of Service Duty Detail Compensation as pensionable earnings shall be paid by the Pension Fund. Pensionable Earnings shall not include payments for accrued sick leave, accrued vacation leave, sick leave buy back or accrued compensatory leave paid as a lump sum upon separation from service, uniform allowances, expense allowances, commissions, and bonuses.

Pick-Up Amounts – shall mean employer contributions derived from a member's Pensionable Earnings through a reduction in the member's compensation.

Plan Year – shall mean the period from October 1 through September 30 of the following year.

Police Officer – shall mean any person who is appointed or employed full time by the City who is certified or required to be certified as a law enforcement officer in compliance with Section 943.1395, Fla. Stat., who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state.

Police Tier One - shall mean the defined benefit pension program for Police Officers hired before March 20, 2013.

Police Tier Two - shall mean the defined benefit pension program for Police Officers hired on or after March 20, 2013. Benefits shall be administered in the same manner as Police Tier One benefits, except as follows: (1) the Normal Retirement Benefit for Police Tier Two members shall be determined by multiplying 3% of Final Average Compensation by the number of years of credited service; (2) Final Average Compensation for Police Tier Two members shall be calculated using the member's average monthly rate of Pensionable Earnings for the five (5) most recent Calendar Years; (3) Police Tier Two members shall not be entitled to a COLA; and ~~(4) Police Tier Two members shall not be eligible to participate in DROP.~~

Retirement – shall mean a member’s withdrawal from active service with a benefit granted to the member pursuant to the provisions of this Ordinance. Unless otherwise provided herein, participants in the Deferred Retirement Option Plan (DROP) shall be treated as retired for pension purposes, with actual receipt of benefits deferred until separation from service.

Retirement Allowance – shall mean a pension provided by the Retirement Plan.

Retirement Plan – shall mean the City of Hallandale Beach Police Officer’s and Firefighter’s Personnel Retirement Trust. The terms “Retirement Plan” and “Plan” shall have the same meaning and shall be interchangeable as used herein.

Service – shall mean active service as an employee.

Service Duty Detail – shall mean police or firefighter related work or duties performed within the municipal corporation limits of Hallandale Beach and shall not include similar work engaged outside of said corporate limits nor shall it include any other type of work whether within or without the City. The terms “Service Duty Detail”, “Outside Service Duty” and “Off-duty Detail” shall have the same meaning and shall be interchangeable when used herein and within the bargaining unit contracts.

Service Retirement – shall mean a member’s retirement from active service under circumstances permitting payment of a retirement allowance without reduction because of age or length of service and without special qualifications such as disability. Service retirement shall be considered normal retirement.

Trustee – shall mean a member of the Board of Trustees of the Retirement Plan.

Minimum Vesting – shall mean ten (10) years of credited service before the member is entitled to retirement benefits except for service incurred disability retirement income or service incurred death benefits.

Vested Benefit – shall mean an immediate or deferred benefit to which a member has gained a non-forfeitable under the provisions of this Ordinance.

Sec. 21-330. Administration of the Retirement Plan

- (1) The sole and exclusive administration of, and the responsibility for, the proper effective operation of the Retirement Plan and for making the provisions of this Ordinance is vested in a Board of Trustees.

(2) The Board of Trustees shall consist of five persons; two of whom shall be legal residents of the City of Hallandale Beach and who shall be appointed by the City Commission. One members of the Board of Trustees shall be a police officer who shall be elected by a majority of the police officers who are active members of the Plan. One member shall be a firefighter who shall be elected by a majority of the firefighters who are active employee members of the Plan. In accordance with §175.061, Fla. Stat., when the number of firefighters who are active members of the Plan falls below ten (10), an active firefighter member seat may be held by either a retired member or an active firefighter member of the Plan who is elected by the active and retired members of the Plan. If there are no active or retired firefighters remaining in the Plan or capable of serving, the remaining Board members may elect an individual to serve in the active firefighter seat. Such person's name will be submitted to the City Commission for appointment as a ministerial duty. A fifth member of the Board shall be chosen by a majority of the previous four persons, and such person's name shall be submitted to the City Commission for appointment. The City Commission shall appoint the fifth member selected by the other four as a ministerial duty.

All Trustees shall serve a term of ~~two~~ four years. If a vacancy shall occur prior to the expiration of a member's term, a replacement member shall be chosen in the same manner as the person who has left office. A replacement Trustee shall serve a full term measured from the date of replacement. All Trustees shall serve until their replacements are selected.

The Board of Trustees shall prescribe a uniform election procedure for the selection of the active member Trustee.

All Trustees shall serve without compensation, but they shall be reimbursed from the Fund for all necessary expenses authorized by the Board. The Board shall be permitted to prescribe uniform rules for reimbursement for travel expenditures.

The Board of Trustees shall annually select a Chairman and a Secretary who shall execute all documents on behalf of the Board.

A majority of the members of the Board shall constitute a quorum for the transaction of business and shall have full power to act under the terms of the Plan. Three concurring votes shall be required of the Board to take action.

The Board shall keep minutes of all meetings and a record of any action taken by the Board shall be kept in written form and maintained by the Board.

The Board of Trustees shall have the authority to make such uniform rules and regulations and to take such action as may be necessary to carry out the provisions of the Plan and all decisions of the Board of Trustees, made in good faith, and shall be final, binding and conclusive on all parties.

The Board of Trustees shall be deemed the name fiduciary of the Plan and shall discharge its responsibilities solely in the interest of the members and beneficiaries of the Plan for the exclusive purpose of providing benefits to the members and their beneficiaries and to defray the reasonable expenses of the Plan. The Trustees shall exercise those fiduciary responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a similar character and with similar aims.

The Board of Trustees shall have the following administrative duties:

- a) To maintain such records as are necessary for calculating and distributing retirement benefits;
- b) To maintain such records as are necessary for financial accounting and reporting of Retirement Plan funds;
- c) To maintain such records as are necessary for actuarial evaluation of the Retirement Plan, including investigations into the mortality, service and compensation experience of its members and beneficiaries;
- d) To compile such other administrative or investment information as is necessary for the management of the Retirement Plan;
- e) To process, certify and/or respond to all correspondence, bills and statement received by the Retirement Plan, as well as all applications submitted to the Board for retirement benefits.
- f) To establish and maintain communication with City departments and other agencies of government as is necessary for the management of the Retirement Plan, including preparing, filing and distributing such reports and information as are required by law to be prepared, filed or distributed on behalf of the Retirement Plan;
- g) To determine all questions relating to and process all applications for eligibility, participation and benefits;
- h) To distribute at regular intervals to employees, a comprehensive Summary Plan Description and periodic reports as required by law;
- i) To retain and compensate such professional and technical experience as is necessary to fulfill its fiduciary responsibilities;

- 422
- 423 j) To make recommendations regarding changes in the provisions of the Plan;
- 424
- 425 k) To assure the prompt deposit of all member contributions, City contributions,
- 426 Chapter 175 and 185 monies, and investment earnings;
- 427
- 428 l) To establish a uniform set of rules and regulations for the management of the Trust;
- 429
- 430 m) To take such other action as the Trustees shall deem, in their sole and exclusive
- 431 discretion, as being necessary for the efficient management of the Plan.
- 432

433 The Board shall have the authority to retain its own legal counsel, accountants, actuaries and other

434 professional advisors to assist the Board in the performance of its duties. The Board may act

435 without independent investigation upon the professional advice of the advisors so retained.

436

437 The Board is authorized to prosecute or defend actions, claims or proceedings of any nature or

438 kind for the protection of the Fund assets or for the protection of the Board in the performance of

439 its duties.

440

441 Neither the Board nor any of its individual members shall have any personal liability for any action

442 taken in good faith. The Trustees individually and the Board as a whole shall be entitled to the

443 protections of Section 768.28 Fla., Stats. The Trustees shall also be authorized to purchase from

444 the assets of the Fund, errors and omission insurance to protect the Trustees in the performance of

445 their duties. Such insurance shall not provide protection against a Trustee's fraud, intentional

446 misrepresentation, willful misconduct or gross negligence.

447

448 No Trustee shall be responsible at his or her own expense, to take legal action to correct the

449 misconduct of any other member of the Board or Trustees. A Trustee shall have an affirmative

450 obligation, however, to publicly reveal any misfeasance, malfeasance or nonfeasance by a co-

451 Trustee, and upon make such revelation in a public meeting, shall be relieved further individual

452 responsibility of the actions of that co-Trustee.

453

454 If an action of the Board has an impact on the City of Hallandale Beach contribution the action

455 must be approved by the City Commission. The City retains the right to obtain independent

456 actuarial services to determine financial impact.

457

458 Board of Trustees Shall Not Amend the Plan.

459

- 460 a. The Board of Trustees shall not amend the provisions of the Retirement Plan
- 461 without the approval of the Hallandale Beach City Commission. The Board of
- 462 Trustees shall administer the Retirement Plan in accordance with the Retirement

Plan ordinance as written, providing that the authority of the Board of Trustees to exercise its exclusive authority to administer the Plan shall not be diminished or impaired by this provision. Actions required by order of a court of law are excluded.

b. The Board of Trustees shall provide the City, ~~BSO and~~ Union representatives written notice of any action it intends to take that may be reasonably expected to increase the City's contribution at least ~~thirty (30)~~ sixty (60) days prior to the effective date of any such action. Such notice shall specifically describe the action, the reason for the action and an estimate from the actuary of the anticipated cost ("estimated actuarial valuation cost"). This estimated actuarial valuation cost must include the overall change to the UAAL and the dollar impact to the annual contribution for the current year and for the next (5) five years. This notice requirement does not apply to (1) Board action approving a change to the actuarial assumptions mandated by statute or regulation, (2) investment-related Board action, (3) adoption of an assumed rate of return, ~~or~~ (4) board action affecting only one member, (5) actions required by order of a court of law, (6) actions taken prior to the effective date of the enacting ordinance, or (7) adoption of the annual actuarial valuation.

c. Upon receipt of notice as required by paragraph (b), the City must notify the Pension Board in writing if it objects to a proposed action of the Pension Board. Should the Board approve any action contemplated as stated in paragraph (b) of this subsection, and the City's annual contribution, as determined by the ~~annual~~ estimated actuarial valuation cost, will increase by \$125,000 or more due to an action or directive of the Board of Trustees, the ~~firefighter member~~ employee contribution will be increased by up to 5% of pensionable earnings to offset the increase until the issue is resolved. The maximum increase of 5% is cumulative of all increases and in no event shall the total number of increases pursuant to this paragraph exceed 5% at any given time. This paragraph does not apply to increases resulting from changes to actuarial assumptions mandated by statute or regulation of the Division of Retirement, increases resulting from investment losses, increases resulting from changes to the assumed rate of return, increases resulting from action of the Pension Board that affects only one member, actions required by court order, actions taken prior to the effective date of this ordinance, or adoption of the annual actuarial valuation.

d. The amount of the police member contribution increase required pursuant to paragraph c. shall be calculated as follows:

- 501
502 i. The total amount of the annual increase shall be divided by half, one
503 half to be considered the “City’s Additional Contribution Total”; and
504 one half to be considered the “Members’ Additional Contribution
505 Total,” except that the City’s Additional Contribution Total shall not
506 be less than \$125,000.
- 507
508 ii. The Members’ Additional Contribution Total will be multiplied by the
509 ratio of active Police members to active Fire members of the Plan.
510 (For example, if 70% of active plan members are Police, the
511 Members’ Additional Contribution Total will be multiplied by 0.7).
512 This sum will be the Police Additional Contribution Total.
- 513
514 iii. The Police Additional Contribution Total will be divided by 1% of the
515 previous year’s active police members’ pensionable earnings. The
516 total shall be the percentage of increased employee contribution for
517 the purposes of paragraph c.
- 518

519 **Sec. 21-331. Member Contributions**

520

521 The City shall pick-up, rather than deduct from each member’s pay, beginning with the date of
522 employment, eight (8%) percent of the member’s pensionable earnings. Effective October 1, 2006,
523 the employee contribution shall be ten percent (10%) of pensionable earnings. Effective July 8,
524 2010, the City shall pick-up, rather than deduct from each Police Officer’s pay nine and one-half
525 percent (9.5%) of the Police Officer’s pensionable earnings. Effective February 16, 2011, the City
526 shall pick-up, rather than deduct from each Firefighter’s pay nine and one-half percent (9.5%) of
527 the Firefighter’s pensionable earnings. Effective October 1, 2021, the City shall pick-up, rather
528 than deduct from each Police Officer’s pay ten and one-half percent (10.5%) of the Police Officer’s
529 pensionable earnings. Effective October 1, 2022, the City shall pick-up, rather than deduct from
530 each Police Officer’s pay eleven and one-half percent (11.5%) of the Police Officer’s pensionable
531 earnings. The monies so picked-up shall be deposited in the Fund on a bi-monthly basis. An
532 account record shall be maintained continuously for each member. Pick-up contributions shall
533 continue until death, entry into the DROP, disability or termination of service, whichever shall
534 occur first. Contributions shall remain in the Fund unless withdrawn as provided in the Plan. No
535 member shall have the option to choose to receive the contributed amounts directly instead of
536 having them paid by the City directly to the Plan. All such pick-up contributions by the City shall
537 be deemed and be considered as part of the member’s accumulated contributions and subject to all
538 provisions of the Plan pertaining to accumulated contributions of members. The intent of this
539 provision is to comply with Section 414(h)(2) of the Internal Revenue Code. For the purpose of
540 accruing and calculating pension benefits, social security benefits, overtime compensation,
541 percentage increases to base pay, supplemental percentage payments for particular assignments,

education, experience, longevity, years of service, payroll steps, licensure or training, and for paying social security taxes, and for such other purposes except as specified in this Plan, the amount of employee contributions “picked-up” or paid by the City will be added to the amount distributed on a current basis in order to determine total wages, salary, pay or compensation.

All benefits payable under this Plan are in lieu of a refund of accumulated contributions. In any event, however, each member shall be guaranteed the payment of benefits at least equal in total amount to the member’s accumulated contributions.

Any monies received or receivable by reason of the laws of the State of Florida for the express purpose of funding or paying for retirement benefits for police officers and firefighters shall be deposited into the Fund immediately, but not later than five (5) business days after receipt by the City.

The City shall make such contribution under the Florida Protection of Public Employee Retirement Benefits Act and Chapters 175 and 185, Florida Statutes, which together with contributions picked-up on behalf of members, plan earnings and state insurance premium tax rebates will maintain the Fund on a sound actuarial basis, as determined by the Board in conjunction with its actuary.

Expenses, charges and fees attributable to the management of the Plan shall be paid from the Fund.

The City shall have no right, title or interest in the Fund or in any part thereof, and no contribution made thereto shall revert to the City, except such part of the Fund, if any, which remains therein after the satisfaction of all liabilities to persons entitled to benefits under the Plan.

Sec. 21-332. Fund Management and Investments

The Plan is hereby established as an irrevocable Trust Fund into which shall be deposited all of the assets of the Plan of every kind and description.

The actual custody and supervision of the Fund shall be vested in the Board. All assets of the Plan may be co-mingled provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate accounts regarding the following:

- a. Current amounts of accumulated contributions of members, both on an individual and aggregate basis;
- b. Receipts and disbursements;
- c. Benefit payments;
- d. All contributions from the City;

- e. All contributions from the State of Florida pursuant to Chapters 175 and 185;
- f. All interest, dividends, gains and losses from investment;
- g. Such other entries as may be required for a clear, complete financial report of the status of the Fund.

The Board shall establish a written investment policy, with the advice and counsel of such advisors as the Board deems necessary and said investment policy shall set forth the types of securities and other types of investments into which shall be placed the assets of the Fund. The policy shall further set forth appropriate limitations on those investments, including but not limited to, anticipated rate of return, quality of investment, class of investment and acceptable risk. The investment policy shall comply with the provisions of Florida Statutes, 112.661. The Board shall have the authority to invest and reinvest the assets of the Plan in such securities or property, real or personal, as the Board deems appropriate, including but not limited to:

- a. Bond, notes or other obligations of the United States or any of its agencies, or those guaranteed by the United States or for which the credit of the United States is pledged for the payment of the principal and interest or dividends thereof;
- b. Accounts or certificates of deposit in any bank or other financial institution incorporated under the laws of the State of Florida, or any national bank organized under the laws of the United States, or authorized to do business and situated in the State of Florida to the extent that such certificates of deposit are secured by the deposits of securities United States government;
- c. Notes secured by first mortgages on real property insured or guaranteed by the Federal Housing Administration or the Veterans Administration;
- d. Interest bearing obligations with a fixed maturity or any corporation organized under the laws of the United States, any state or organized territory of the United States and the District of Columbia; provided that the entire fixed income portfolio has a mean quality rating of investment grade or higher;
- e. Foreign investments, including bonds issued by the State of Israel, in an amount not to exceed 25% of the portfolio on a market value basis;

- f. Real estate, which may be in the form of co-mingled ownership and financial institutional futures, listed options, stock index futures, which may be sued under specific instruction of managers;
- g. Common stock, preferred stock and interest-bearing obligations of domestic corporations having an option to convert into common stock, trading on a national exchange and issued by a corporation organized under the law of the United States, any state or organized territory of the United States or any state or organized territory of the United States and the District of Columbia;
- h. Co-mingled or common trust funds and mutual funds.

The Board may determine the percentage of each type of investment to be held without regard to the limitations set forth in Section 175.071, Fla. Stats., and Section 185.06, Fla., Stats.

The Board shall be authorized to retain one or more money managers for the management of property held in the Plan and the Board shall convey property of the Plan to such money managers for investment and reinvestment in accordance with the terms of this Ordinance and the investment policies established by the Board. Any such money manager contracting with the Board for the investment of its assets shall be deemed a fiduciary of the Plan.

The Board shall have a continuing duty to observe and evaluate the performance of any money manager retained by the Board. The Board shall, in selecting a money manager or other investment advisor, exercise all judgment and care in the circumstances then prevailing which persons of prudence, discretion and intelligence, familiar with such matters, and in the management of an activity of a like character and purpose

The Board shall require that any money manager or other agent who has custody or control of any property of the Plan to keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions pertaining to such Trust property and the Board shall further require that all accounts, books and records pertaining thereto be open for inspecting and audit at all reasonable times by the City, the Board or the designees.

The Board shall also keep accurate and detailed accounts of all investments, receipts, disbursements or other transactions pertaining to the Trust property and all accounts, books and records pertaining thereto shall be open to inspection and audit at all reasonable times by the City or its designees.

Sec. 21-333. Service Retirement Benefits

- (1) A member may retire on the first day of the month coincident with or next following

the earlier of: the date upon which the member completes 25 years of credited service, regardless of age; or the date upon which the member attains age fifty-two (52) with ten years of credited service. There shall be no mandatory retirement age.

(2) For members retiring on or after October 1, 2002, the normal retirement benefit shall be determined by multiplying three and two-tenths (3.2%) percent of final average compensation by the number of years of credited service. For members retiring on or after October 1, 2002, the amount provided in this section shall not exceed eighty (80%) percent of final average compensation, except as may be required to meet the minimum standards of Chapters 175 and 185, Florida Statutes. Notwithstanding the foregoing, the normal retirement benefit for Police Tier Two and Fire Tier Two members shall be determined by multiplying three percent (3%) of Final Average Compensation by the number of years of Credited Service, not to exceed seventy-five percent (75%) of Final Average Compensation.

(3) A service retirement benefit shall be payable on the first day of each month. The benefit shall commence on the first day of the month coincident with or next following the member's actual retirement and shall continue until the death of the member. No member shall be permitted to accrue more than the equivalent of forty (40) years of credited service at the minimum benefit level provided in Chapters 175 and 185, Florida Statutes.

(4) A member shall be guaranteed a benefit equal to one hundred twenty (120) payments. If the member shall die prior to receiving one hundred twenty (120) payments, the remaining benefit shall be paid to the beneficiary designated by the member or pursuant to an option providing a survivor benefit, if any, which has been selected by the member prior to actual retirement. In the event that no survivor has been designated, the member's estate shall be the recipient of the remaining balance of payments.

(5) Early retirement shall be available to a member on the first day of the month coincident with or next following the attainment of age forty-five (45) and a completion of ten (10) years of credited service.

(6) A member electing early retirement may receive either a deferred payment or an immediate payment under the following formula:

- (a) A deferred payment shall commence on the normal retirement date of the member. This shall mean the earlier of the date upon which the member would have completed 25 years of credited service or the date upon which the member attains age fifty-two (52) with ten years of credited service. A deferred payment shall be determined in the same manner as a normal retirement, except that final monthly compensation and credited service shall be based upon the early retirement date.

(b) An immediate retirement benefit may commence on the first day of the month coincident with or next following the date of early retirement. The benefit shall be determined for normal retirement and then actuarially reduced for the number of actual years and months at which the starting date of the benefit precedes the normal retirement date. The normal retirement date shall be the earlier of the date upon which the member would have completed 25 years of credited service or attained age fifty-two (52) with ten years of credited service. The actuarial reduction factor applied to the benefit shall be a reduction of one-half percent for each month by which the early retirement date preceded the normal retirement date.

(7) The payment of the early retirement income shall be subject to the same conditions as normal retirement income.

(8) In the event a member elects early retirement, the benefit formula in effect on the early retirement date shall be applicable to the member.

(9) A member entitled to a normal or early service retirement benefit shall have the right at any time prior to the date upon which the first payment is received to elect to have the benefit payable under one of the options provided in this plan. A member shall be permitted to revoke any such election and to elect a new option at any time prior to the receipt of the first payment. Each retirement option shall be the actuarial equivalent of the other retirement options available. The present value of payments to a retiring member must be equal to at least 50 percent of the total value of payments to a retiring member and designated beneficiary. Election of the retirement option shall be on a form prescribed by the Board.

(a) Joint and Last Survivor Option.

A member may elect to receive a benefit for life and to have the benefit (or a designated fraction of the benefit) continued after the member's death and during the lifetime of a designated survivor. A designated survivor may be any natural person or persons, named jointly or sequentially, but need not be the spouse of the member. In the event that the designated survivor dies before the member's benefit payments begin, this option shall be canceled automatically and a retirement income shall be payable to the member as if the election had never been made.

(b) Other Options.

(c) The Trustees may authorize the payment of the retirement benefit in any form which is the actuarial equivalent of the other forms of retirement provided in this plan. An interest only option or an option providing

guaranteed payments over a period in excess of 20 years or beyond age eighty-five (85) may not be offered. The Board, in its sole discretion, may make a lump sum distribution which is the actuarial equivalent of the monthly benefit if the lump sum is not greater than \$1,750.00.

(d) Pop-up option.

Upon retirement, including entry into the DROP, a member may select an actuarially equivalent pop-up option as part of the joint and last survivor annuity. An eligible member, by electing this option, consents to the actuarial adjustment of the member's retirement benefits sufficient to cover the cost of this option. Notwithstanding the provisions of subsection 6.09(a), in the event that a member has selected a joint and last survivor option with a pop-up, and the member's designated joint annuitant predeceases the member, the survivorship benefit shall be deemed cancelled and the member's annuity shall be recalculated as the normal form of benefit without adjustment for optional forms of payment, and shall be paid for the life of the participant.

(10) *Medical Stipend:* Members hired prior to January 1, 1996 who have terminated employment and are receiving pension benefits shall be entitled to receive a monthly stipend of \$10 per year of service to a maximum of \$200 per month. The benefit shall continue for the life of the eligible retiree and any surviving spouse, if the spouse was chosen with the survivor option. Eligible stipend recipients shall no longer be required to provide annual proof of health insurance. The Medical Stipend is eliminated for all members hired after January 1, 1996.

(11) Except as set forth in Sections (12) and (13) below, each Police Tier One member and Fire Tier One member employed on or after October 1, 2002 shall be eligible, upon retirement or entry into DROP, to receive a cost of living adjustment (COLA) as follows: on January 1 of the first year after a member retires or enters the DROP and every January 1 thereafter a two (2%) percent annual COLA shall be paid, provided that the Consumer Price Index for Urban Areas (CPIU) is equal to or greater than 0.5% for the immediately preceding 12 month period on or about September 30. The COLA hereby created shall apply to benefits paid to joint annuitants of members employed on or after October 1, 2002.

(12) *COLA During DROP:* Police Tier One members who enter the DROP on or after March 20, 2013 shall not be eligible for a COLA while in the DROP (except for those Police Tier One members who attain twenty-four (24) or more years of Credited Service in the Plan by March 20, 2013) and Fire Tier One members who enter the DROP on or after August 7, 2013 shall not be eligible for a COLA while in the DROP (except for those Fire Tier One members who attain twenty-four (24) or more years of Credited Service in the Plan by December 28, 2013).

(13) *Benefit Cap:* Effective March 20, 2013 for Police Officers and August 7, 2013 for

Firefighters, no annual service retirement benefit based on the normal annuity form (life with 10 year certain) payable in the initial year of retirement shall exceed \$95,000 (hereinafter the "Initial Year Benefit cap").

Effective April 15, 2021, subject to the 80% of AFC cap, the benefit cap for Police Tier One members shall be \$110,000. Police Tier one members who reach the cap and who were otherwise eligible to receive cost of living adjustments on their benefit will earn up to eight (8) 2% pension cost of living adjustments on their benefit after reaching the \$110,000 cap.

Police Tier One members shall receive a COLA for pre-2013 service. The prorated COLA will be based on years of service and service time purchased prior to the effective date of the 2013 Ordinance, March 20, 2013. The pre-2013 COLA will be paid as a percent of the full benefit after all other current COLA benefits have been paid. (For example, any member who earned 12.5 years of service prior to the 2013 pension ordinance effective date and retires at the pension cap benefit of \$110,000 will first receive the current 8 COLAS of 2% after which time the member will continue to receive a 1% COLA.

Subject to the 75% of AFC cap, the benefit cap for Police Tier Two members shall be \$110,000.

Optional annuity forms, actuarially equivalent to the normal annuity form, will be determined using the Initial Year Benefit Cap, if applicable. The Initial Year Benefit Cap shall apply to all Police Officers who have not entered the DROP and are not eligible for normal retirement as of March 20, 2013, except for those Police Officers who have accrued twenty-four (24) or more years of service as of March 20, 2013. The Initial Year Benefit Cap shall apply to all Firefighters who have not entered the DROP and are not eligible for normal retirement as of August 7, 2013, except for those Firefighters who have accrued twenty-four (24) or more years of service as of December 28, 2013. Notwithstanding the Initial Year Benefit Cap, Police Officers and Firefighters who are otherwise eligible for COLAs shall receive up to eight (8) COLA adjustments after their annual benefit reaches the Initial Year Benefit Cap (modified by any optional form of annuity elected, if applicable).

(14) *Minimum benefit accrual:* Notwithstanding the foregoing, in no case shall benefits accrued under the Plan for Police Tier One members be less than benefits accrued by such members as of March 20, 2013 and in no case shall benefits accrued under this Plan for Fire Tier One member be less than benefits accrued by such members as of August 7, 2013. Police Officers may elect to receive their respective March 20, 2013 benefit accrual and paid according to the terms and conditions applicable to that accrued benefit instead of benefits accrued under the Plan as amended herein and Firefighters may elect to receive their respective August 7, 2013 benefit accrual and paid according to the terms and conditions applicable to that accrued benefit instead of benefits accrued under the Plan as amended herein.

(15) *Transition of Firefighters to Broward Sheriff's Office:*

Notwithstanding any other provision of this Retirement Plan, the provisions of this Section 21-333 (15) shall take effect January 4, 2020 for firefighter members employed by the City on December 31, 2019 who became employees of Broward Sheriff's Office (BSO) on January 4, 2020, in accordance with the Agreement between the City and BSO to provide fire/rescue services to the City. The current provisions of this Retirement Plan in effect on December 31, 2019 shall continue to apply, except as otherwise provided in this section.

- (a) Upon becoming employees of BSO, firefighter members shall have the option to remain in this Retirement Plan or enroll in the Florida Retirement System for future service at the BSO.
- (b) Firefighter members with ten (10) or more years of credited service in this Retirement Plan on December 31, 2019 who elect to enroll in the Florida Retirement System shall be entitled to receive normal retirement benefits from this Retirement Plan based on the average of their five highest years of earnings (including earnings received from the City, BSO or a combination of the two), upon attaining 25 years of combined service with the City and BSO, regardless of age (including additional accrual service), or upon reaching age 52 with ten (10) or more years of credited service. Such members shall be entitled to receive an in-service distribution from this Retirement Plan upon reaching eligibility for normal retirement benefits as provided in the preceding sentence, with no requirement of separation from BSO employment.
- (c) For firefighter members who elect to continue participating in this Retirement Plan on or after January 4, 2020 and are not eligible for normal retirement on that date or within twenty- five (25) months thereafter, the following provisions shall apply:
 1. Employee contributions shall increase to 10.75% of pensionable earnings on or after January 4, 2020, and shall increase to 11.25% of pensionable earnings on January 1, 2022.
 2. The benefit multiplier for all future service shall be 3.00% per year of credited service, up to the maximum cap provided in paragraph (5) below.

3. Average Final Compensation shall be based on the highest five (5) years of the last ten (10) years of credited service (including BSO service); but for firefighter members hired before August 7, 2013, Average Final Compensation shall be no less than the average of the two most recent calendar years before January 4, 2020.
4. The normal retirement age shall be the earlier of age 52 with ten (10) years of credited service or attainment of twenty-five (25) years of credited service (including BSO service) regardless of age; or upon reaching the maximum benefit accrual percentage provided in section 6.02 once the member has completed the terms of their additional accrual service purchase agreement, if applicable.
5. Effective,— February 19, 2020, the maximum annual service retirement benefit payable to firefighter members, excluding cost of living adjustments and the health care stipend, shall not exceed \$100,000 or the maximum percentage of average final compensation provided in section 6.02. Effective January 1, 2021 and every two years thereafter, the \$100,000 maximum annual service retirement benefit for firefighter members shall increase by 2%, until it reaches \$125,000, at which point there shall be no further increases. The maximum percentage of average final compensation provided in section 6.02 above shall continue to apply; provided in no event shall a member's normal retirement benefit, including the health care stipend, be less than 2.75% for all years of credited service, to include additional accrual service once the member has completed the terms of their additional accrual service agreement.
6. Tier 1 firefighter members (firefighter members hired before August 7, 2013) who enter the Deferred Retirement Option Plan on or after January 4, 2020, shall earn annual interest credits equal to the net market rate of return on Retirement Plan investments during the preceding plan year, with a minimum of zero and a maximum of 6%.
7. Tier 1 firefighter members shall receive a prorated 2% annual cost of living adjustment (COLA) on the portion of their accrued benefit

901 based on credited service before August 7, 2013. Tier 1 members
902 shall receive eight annual COLAs on the portion of their accrued
903 benefit based on service between August 7, 2013 and January 1,
904 2020, and shall not receive a COLA for any benefit accrued on and
905 after January 1, 2020. Tier 2 firefighter members (firefighter
906 members hired on or after August 7, 2013) are not eligible for a
907 COLA.
908

909 8. All earnings considered pensionable by the Florida Retirement
910 System shall be considered pensionable earnings under this
911 Retirement Plan for firefighter members who elect to continue
912 participating in this Retirement Plan on or after January 1, 2020,
913 except no more than 300 hours of overtime pay per fiscal year may
914 be included in pensionable earnings, and payments for accrued
915 unused sick and annual leave shall be excluded, and wages earned
916 for details shall not be pensionable.
917

918 9. Firefighter members who are eligible for normal retirement under
919 this Retirement Plan as provided in section 6.01 within twenty-five
920 months following January 1, 2020 may elect to retain the current
921 Retirement Plan benefits (as written in the Retirement Plan on
922 December 31, 2019, not as amended by legal opinions dated
923 between 2016-2018), if they complete and submit an irrevocable
924 retirement application before March 1, 2020, for retirement no later
925 than the first date of normal retirement eligibility.
926

927 10. Firefighter members who elect to continue participating in this
928 Retirement Plan after January 1, 2020 may receive an in-service
929 distribution of benefits from this Retirement Plan upon reaching
930 eligibility for normal retirement, with no requirement of separation
931 from BSO employment.
932

933 11. The City shall continue participating in Ch. 175, F.S. The City and
934 the union representing firefighters have agreed that all Ch. 175
935 premium tax revenues will be used to offset City contributions to the
936 Retirement Plan.
937

Sec. 21-334. Disability

938
939 (1) A member shall be disabled under the terms of the Plan if the member has suffered an
940 illness, injury or disease which renders the member permanently and totally incapacitated,
941 physically or mentally, from regular and continuous duty as a police officer or firefighter.
942 Disability shall not be determined based solely on the fact that a member cannot perform
943 all of the duties of a police officer or a firefighter as set forth in the job description. The
944 definition of disability shall be applied to an individual who because of illness, injury, or
945 disease, cannot perform any job in the police or fire department which is within the
946 member's physical or mental capabilities and further provided that a vacancy exists which
947 will be made available by the City, or BSO as applicable to firefighters. The City shall be
948 required to accommodate disabled workers in accordance with state and federal law. A
949 disability benefit cannot be based on a condition which pre-existed membership in the
950 plan unless the course of the disability would reasonably be expected to give rise to a
951 disability in a person without the pre-existing condition.

952
953 (2) A member shall be eligible for a service incurred disability retirement from the entry date
954 into the plan. A service incurred disability retirement shall mean that the disability arose as a
955 result of an act occurring in the performance of service with the City, or BSO as applicable to
956 firefighters.

957
958 (3) A member shall be eligible for a non-service incurred disability retirement upon the
959 completion of ten years of credited service. A non-service incurred disability shall be an illness,
960 injury, or disease, which did not occur as a result of an act in the performance of service with the
961 City, or BSO as applicable to firefighters.

962
963 (4) The service incurred disability benefit shall be paid in equal monthly installments in an
964 amount equal to 75 percent of the member's pensionable earnings at the time of the disability. A
965 disability retiree may select any of the optional forms of payment available to service retirees.
966 The disability benefit shall be subject to an offset against disability benefits received from the
967 Social Security Administration in an amount equal to 64 percent of the Social Security benefit.
968 The member's disability benefit shall be subject to an offset against worker's compensation
969 benefits received from the City and a member's outside income at the rate of one dollar (\$1.00)
970 for each three dollars (\$3.00) earned, to the extent that the sum of the worker's compensation
971 benefit and the disability benefit exceed 100 percent of the member's earnable compensation. If
972 a member receives a cost of living adjustment to the Social Security disability benefit or to the
973 worker's compensation benefit, those cost of living benefits shall not be used in the calculation
974 of the offset. In no event shall the disability benefit payable under this Plan, net of all offsets, be
975 less than the greater of the member's accrued benefit or forty-two (42%) percent of the member's
976 earnable compensation.

977
978 (5) In the case of a lump sum settlement of worker's compensation, the application of the
979 lump sum payment shall be applied to the offset provisions in Section 7.04 in accordance

with the terms of this section. Only that portion of a lump sum settlement attributable to lost wages shall be applied to the offset. Offsets shall not apply to that portion of a lump sum settlement attributable to future medical benefits and attorney's fees. The lump sum payment received shall be divided the number of months in which the payment would have been received had the lump sum not been offered, and that amount shall be applied on a monthly basis to the determination of the offset. In the case of a lifetime worker's compensation benefit, the lump sum amount shall be divided by the number of months remaining in the member's actuarial lifetime, and that fraction shall be applied on a monthly basis to the determination of the offset. The Board may prescribe uniform rules for the application of this Section.

(6) The non-service incurred disability benefit shall be paid on a monthly basis in an amount equal to 3.2 percent of final average compensation multiplied by the number of years of credited service. This amount shall be subject to an offset against the member's Social Security disability benefit in an amount equal to 64 percent of that Social Security benefit. In no event shall a non-service incurred disability benefit exceed 50 percent of the member's final average compensation; provided however, that the minimum benefit shall be the greater of the member's accrued retirement benefit or twenty-five percent (25%) of the member's final average compensation. For the purposes of a non-service incurred disability benefit, final average compensation shall be determined as of the last day the member was actively at work for the City, or BSO as applicable to firefighters. A disability retiree may select any of the optional forms of payment available to service retirees.

(7) Disability benefits shall be paid on the first day of each month. Entitlement to a disability benefit shall accrue on the first day of the month coincident with or next following the later of the date upon which the disability has existed for ninety (90) days or the date upon which the member has made written application for disability benefits on the form prescribed by the Board of Trustees. No benefit shall be paid until the Board of Trustees has actually considered and voted upon entitlement to disability.

(8) Disability retirement income shall continue until the death of the member or recovery from disability, as determined by the Board of Trustees. In the event of the death of a member who is retired on a disability benefit and has not received one hundred twenty (120) payments, the remaining unpaid benefits shall be paid to a designated beneficiary selected by the member and communicated to the Board on the form prescribed by the Board. In the event that there is no designated beneficiary, the remaining unpaid benefits shall be paid to the estate of the deceased member.

(9) The Board of Trustees shall have the continuing right to require disabled members to submit to a medical examination to determine that the member remains disabled. In order for a member to be deemed recovered, the medical board must recommend to the Board of Trustees that the member has sufficiently recovered to again engage in the duties of a police officer or firefighter and that the City has certified that it has a position within the police or BSO has certified that it has a position for fire service available for the member consistent with the member's medical condition.

(10) Upon finding that a member is no longer disabled, the member shall return to work for the City, or BSO as applicable to firefighters, at the same rank and position previously occupied and shall be placed into the appropriate step in the pay plan which the member would have occupied but for the disability. The member shall again become an active member of the plan but shall receive no creditable service for any period of time in which the member was receiving disability benefits. If the member declines re-employment within the City, or BSO as applicable to firefighters, the member shall be deemed to have terminated employment on the date that the disability benefit commenced.

(11) No member shall be eligible to receive disability benefits from the retirement plan during any period of time that the member is receiving a salary from the City, or BSO as applicable to firefighters. This section shall not apply to the receipt of worker's compensation benefits.

(12) Application for disability retirement shall be made on a form prescribed by the Board of Trustees. The member shall execute such medical releases as are necessary to permit the Board of Trustees to review the medical records needed to determine the question of disability and to discuss said records at a public meeting. Upon receipt of an application for disability, the Board shall appoint a medical committee to be composed of not less than one nor more than three licensed physicians. The applicant for disability shall be required to submit to examination by the medical committee. The medical committee shall report its findings to the Board of the Trustees which shall include a determination, to the extent reasonably possible, the origin of the disability, whether the disability is permanent, and whether the disability is total. In making that determination, the medical committee shall be bound by the definition of disability set forth in this plan.

(13) As a part of the disability application, notice of the application shall be forwarded to the ~~Personnel~~ Human Resource Department of the City, or BSO as applicable to firefighters, together with a questionnaire seeking information from the City, or BSO as applicable to firefighters, concerning any available job openings for the applicant in the appropriate department, consistent with the applicant's physical limitations. In addition, the City, or BSO as applicable to firefighters, shall be requested to provide a copy of any worker's compensation records. The Board is not bound in its deliberations by any worker's compensation proceeding, but should be apprised of any medical or other information contained in those records which

bears on the questions of the permanency, totality, and causation of the disability.

(14) Upon receipt of the report of the medical committee, the Trustees shall schedule a public hearing at which time the Board shall review all reports of the medical committee, together with any such documentary evidence as the applicant may wish to submit. The Board shall conduct a preliminary determination as to whether the member is permanently and totally disabled based upon the written documentation presented. If the Board does not grant the application based on the written documentation, it shall inform the member in writing of the reasons for the denial of the application. The member may, within thirty (30) days of receipt of the Board's preliminary denial, request a full evidentiary hearing before the Board. Said hearing will be conducted consistent with the principles of due process and the rules of evidence generally applicable to administrative proceedings shall apply. The Board shall have the power to issue subpoenas compelling the attendance of witnesses. At said hearing the applicant may present such oral and written evidence as the applicant deems necessary to establish its burden of proof. The Board may appoint special counsel as an advocate to cross-examine witnesses and to offer argument in opposition to the application. The attorney for the Board shall not serve both as advocate and as advisor to the Board in the same proceeding. The applicant and the Board shall have the right to examine and cross-examine all witnesses. The decision of the Board shall be based solely upon the evidence presented and the law applicable to this plan. Following the conclusion of the hearing, the Board shall render an opinion in writing setting forth the reasons for the grant or denial of the benefit. In the event that the disability benefit is denied, the applicant shall have the right to judicial review by complaint for common law certiorari in the Circuit Court of Broward County.

(15) The Board of Trustees may prescribe rules of procedure to implement the provisions of this plan relating to the conduct of disability hearings.

(16) No member shall be granted a disability pension upon a determination by the Board that the disability resulted from:

- a. Excessive and habitual use of drugs, intoxicants or narcotics;
- b. Injury or disease sustained while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;
- c. Intentionally self-inflicted wounds, injuries or ailments;
- d. Any occurrence arising from compensable employment unrelated to regular City employment, and such employment having been undertaken without prior permission of the appropriate department head having been granted to such member in writing.

(17) The provisions of Section 112.1816, Fla. Stat., as amended, providing for a non-rebuttable conclusive cancer presumption for firefighters, are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform

administrative rules relating to this presumption and for the determination of any disqualifying events as reflected in Chapters 112 and 175, Fla. Stat., as amended.

Sec. 21-335. Vesting and Termination

- (1) Except as otherwise provided in this section, all rights to benefits under this plan shall terminate when a member's employment terminates for any reason other than normal service retirement, early service retirement, or disability retirement. Any member who completes ten years of credited service and whose contributions remain in the plan has a vested right to accrued benefits from the plan. No member who has completed less than ten years of credited service shall have a vested interest in any accrued benefit.
- (2) A member who shall leave the service of the City prior to eligibility for normal service retirement or early service retirement, but who has completed ten years of creditable service shall be entitled to receive retirement benefits commencing at the regular normal service retirement date. Such benefits will be based on final monthly compensation and credited service as of the date of termination.
- (3) Every member shall have the right to elect to receive, in lieu of all benefits under the plan, a return of the member's accumulated contributions. If the member terminates with less than five years of credited service, the member shall be entitled to a return of the contributions with no interest. If a member has completed more than five years of credited service and elects a lump sum return of contributions, the member shall receive interest at the rate of three percent for each full year of credited service, to be prorated for the final year of employment.
- (4) A member who elects a lump sum return of contributions releases and discharges the City of Hallandale Beach and the Retirement Plan from the right to any other benefits from the plan.
- (5) If a member of the plan has completed ten years of credited service and dies prior to retirement, the beneficiary of the vested member shall receive a monthly retirement income for one hundred twenty (120) months based on final monthly compensation and credited service as of the date of the member's death. In the event that there is no beneficiary designated on a form prescribed by the Board, the benefits otherwise payable will be paid to the estate of the deceased member.
- (6) If a member who has terminated service prior to retirement re-enters the police or fire service of the City, the member will be entitled to reinstate the credited service that the member had on the date of termination in lieu of the benefits to which the member became

entitled at time of separation. If, at the time of separation, the member withdrew the member's accumulated contributions, credited service can only be restored by repaying to the pension plan an amount equal to the accumulated contributions plus five percent interest from the date the contributions were withdrawn.

- (7) A member with prior police or firefighter service with another employer or who has served on active military duty in the Armed Forces of the United States may purchase up to a maximum of four (4) years of service credit, provided that for each year being purchased the member pays to the pension plan eight and four tenths (8.4%) percent of the member's current salary for each year being purchased. A member who is receiving, or will receive a pension benefit for prior service in any other pension plan supported by public funds, except a military pension, shall not be eligible for buy-back of that prior service, under the provisions of this section. In order to be permitted to purchase prior service under this Section, the member must submit proof to the Board that the member is not receiving and will not receive a pension benefit from another plan based on the prior service. Members hired after October 1, 2001 must exercise this option within ninety (90) days of completion of probation in accordance with policy adopted by the Board.

All payments must be completed within five (5) years and may be made by payroll deduction or by rollover from a qualified plan, including the City's 457 plan. Purchased service shall count towards vesting. A member may not purchase in excess of five years of combined service credit and/or accrual service under this Section and Section 8.08. Effective October 1, 2006, police officers shall not be credited with prior service under this Section until the police officer has earned ten (10) years of actual service as a member of the Plan. Effective November 1, 2006, firefighters shall not be credited with prior service under this Section until the firefighter has earned ten (10) years of actual service as a member of the Plan.

- (8) Police officers hired after January 1, 2006 and firefighters hired after January 1, 2007, shall have the option to purchase up to five years of additional accrual service, which shall be calculated in the form of an enhanced multiplier of an additional three and two-tenths (3.2%) percent, resulting in a total multiplier of six and four-tenths (6.4%) percent for each completed year during the sixteenth through twentieth years of service, if five years of additional accrual service are purchased. Where less than five years are purchased, the enhanced multiplier shall be applied, as appropriate, during the final years of service corresponding with the number of years purchased. In order to qualify for this benefit, the member must have been employed as a Police Officer or Firefighter for at least one year. Members must exercise this option within ninety (90) days after completion of probation, in accordance with policy adopted by the Board. Members electing this option shall contribute the full actuarial cost of the benefit for each year of enhanced multiplier purchased. Members must complete the required contribution within ten (10) years or prior to entry into the DROP, whichever shall occur first. Payments may be made by payroll deduction. A member may not purchase in excess of *five* years of

total service credit and/or accrual service under this Section and Section 8.07. Service purchased under this section shall not count for vesting purposes.

Sec. 21-336. Death Benefits

- (1) A member shall be eligible for service incurred death benefits from the date of entry into the Plan.
- (2) A member who is killed or dies as a direct result of an occurrence arising in the performance of the service of the City shall be entitled to a service incurred death benefit. The benefit shall be an amount equal to the greater of 30 percent of the member's rate of pensionable earnings at the time of death or the member's accrued monthly retirement benefit at the time of death. The benefit shall be paid on a monthly basis to the member's designated beneficiary on a ten-year certain and life thereafter basis. In the event that the member has not designated a beneficiary on a form prescribed by the Board, the death benefit shall be payable for a guaranteed one hundred twenty (120) months to the estate of the deceased member.
- (3) A non-service incurred death benefit shall be available to a member who has completed ten years of credited service in the Plan.
- (4) The non-service incurred death benefit shall be equal to the member's accrued monthly retirement benefit at the time of death. The benefit shall be paid on a monthly basis to the member's designated beneficiary on the basis of a ten-year certain and life thereafter calculation. In the event that the member has not designated a beneficiary on the form prescribed by the Board, the benefits shall be payable for one hundred twenty (120) months to the estate of the deceased member.

Sec. 21-337. Compliance with the Internal Revenue Code

- (1) It is the intention of the City and of the Board that the plan remain at all times a qualified plan as that term is defined under the Internal Revenue Code. In recognition of the changing requirements of plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Council.

(2) No member's annual benefit may exceed the limitations set forth in Section 415 of the Internal Revenue Code.

(3) In no event may a member's retirement benefit be delayed beyond the later of April 1st following the calendar year in which the member attains age ~~seventy and one-half (70-1/2)~~ or April 1st of the year following the calendar year in which the member retires seventy-two, provided the member had not attained age 70 1/2 by December 31, 2019.

When a distribution of the participant's entire interest is not made in a lump sum, the distribution will be made in one of the following ways: over the life of the participant; over the life of the participant and designated beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.

(4) If the distribution has commenced before the participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as the date of the participant's death.

The method of distribution, if the participant dies before distribution is commenced, must satisfy the following requirements:

a. Any remaining portion of the participant's interest that is not payable to a beneficiary designated by the participant will be distributed within five years after the participant's death;

b. Any portion of the participant's interest that is payable to a beneficiary designated by the participant will be distributed either: (i) within five years after the participant's death; or (ii) over the life of the beneficiary, or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if a designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the participant would have attained age ~~seventy and one-half (70-1/2)~~ seventy-two (72).

(5) Direct transfers of eligible distributions shall be made as follows:

(a) General.

This subsection applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this

subsection, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution made directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(i) *Eligible Rollover Distribution.* An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of a substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income.

(ii) *Eligible Retirement Plan.* An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an Individual Retirement Annuity described in Section 408(b) of the Internal Revenue Code, an Annuity Plan described in Section 403(a) of the Internal Revenue Code, or a Qualified Trust described in Section 401(a) of the Internal Revenue Code that accepts a distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to a surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) *Distributee.* A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.

(iv) *Direct Rollover.* A Direct Rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Sec. 21-338. Amendment or Termination of the System

(1) It is the intention of the City and the Board. that this pension plan shall constitute an irrevocable trust and no portion of the assets may revert to the employer until all other obligations of the plan, including the payment to the last surviving member and beneficiary has been paid.

(2) In the event of termination or partial termination of the plan, each participant's accrued pension benefit shall become nonforfeitable (100 percent vested) to the extent funded. At such time, the funds shall be appropriated and distributed in accordance with the provisions of Chapters 175 and 185.

1301
1302 In the event that the plan is terminated, the assets of the plan shall first be distributed to
1303 retired members and their beneficiaries. If there is any asset value remaining after the
1304 apportionment to retired members and their beneficiaries, apportionment shall next be made to
1305 each member in the service who has completed at least ten years of credited service and has
1306 contributed to the fund for at least ten years and who is not otherwise eligible to retire. If there is
1307 any asset value after the apportionments to retirees and their beneficiaries and to vested members
1308 of the plan, apportionment shall lastly be made in respect of each member in the service of the
1309 City for an amount not to exceed the total value of the member's contributions. In the event that
1310 there is any asset value remaining after full apportionment to all members and beneficiaries of
1311 the plan, the excess, if any, shall revert proportionately to the City and the State of Florida on the
1312 basis of contributions to the plan.
1313

1314 1315 **Sec. 21-339. Qualified Domestic Relations Orders** 1316

- 1317 (1) In the event that the Board is served with a qualified domestic relations order or other
1318 legal process purporting to require the payment of any portion of a member's benefit to
1319 another person as a result of dissolution of marriage, the Board shall cause such order to
1320 be reviewed to determine compliance with the provisions of the plan.
1321
- 1322 (2) The Board of Trustees shall be authorized to intervene in any suit) dissolution of
1323 marriage proceeding to ensure that such qualified domestic relations order is otherwise
1324 consistent with the distribution of an interest in a public employee's retirement plan under
1325 state law.
1326
- 1327 (3) Any cost associated with the modification or correction of such qualified domestic
1328 relations orders shall be the responsibility of the plan member.
1329

1330 **Sec. 21-340. Miscellaneous** 1331

- 1332 (1) The present or future right of a person to money in the Pension Fund or to a retirement
1333 allowance, an optional allowance, a death benefit, the return of contributions, or any other
1334 right accrued or accruing under the provisions of this plan shall not be assignable and
1335 shall not be subject to execution, garnishment, attachment, the operation of bankruptcy
1336 or insolvency law or any other process of law whatsoever, except with respect to
1337 alimony, child support or medical payments to a former spouse.
1338
- 1339 (2) The Board shall have the power to examine into the facts upon which any pension has
1340 been granted under any prior or existing law or which may be granted in the future or
1341 obtained erroneously, fraudulently, or illegally for any reason. The Board is empowered

to purge the pension rolls of any person who has been granted a pension under a prior or existing law, or who is hereafter granted a benefit under this ordinance if the granting of that pension is found to be erroneous, fraudulent, or illegal for any reason; and to reclassify any pensioner who has under any prior or existing law or who may under this ordinance be erroneously, improperly or illegally classified.

- (3) Should any change or error in retirement system records be discovered or result in any member or beneficiary receiving from the retirement plan more or less than he or she would have been entitled to receive had the records been correct, the Board shall have the power to correct such error and, as far as possible, adjust~~ment~~ the payments in such a manner that the actuarial equivalent of a benefit to which such member or beneficiary was correctly entitled shall be paid.

- (4) If any member or beneficiary is a minor or is under any other legal disability, the Board of Trustees shall have the power to withhold payment of benefits until the Board is presented with proof satisfactory to the Board of the appointment of a guardian. If the Board becomes aware that any member or beneficiary is incapable of personally receiving and giving a valid receipt for any payment due under the plan, the Board shall cause notice to be given to that participant or beneficiary of a hearing to determine whether said benefits should continue to be paid until the appointment of a guardian. During the pendency of any such hearing, however, the Board may continue to pay benefits to the member or beneficiary and that such payment shall be a complete discharge of any liability under the plan for such payment.

Sec. 21-341. Deferred Retirement Option Plan

- (1) A deferred retirement option plan ("DROP") was created, effective January 1, 1998.
- (2) Any erroneous contributions picked up on behalf of members after entry into the DROP shall be refunded to the member.
- (3) Police Tier One and Fire Tier One Members are eligible ~~eligibility~~ to participate in the DROP ~~is~~ based upon the attainment of age fifty-two (52) with twenty (20) years of service (including purchases of service credit and buyback), the completion of twenty-five (25) years of credited service (including purchases of service credit and buyback), regardless of age, or, effective October 1, 2002, for members entering the DROP after October 1, 2002, the date that a member's service credit reaches the eighty (80%) percent benefit accrual limitation set forth in Section 6.02.

(4) Effective April 15, 2021, Police Tier Two members are eligible to participate in the DROP upon the completion of 25 years of credited service, regardless of age (including the purchase of service time).

~~Notwithstanding the foregoing, Police Tier Two and Fire Tier Two members shall not be eligible to participate in DROP.~~

(5) Participation in the DROP for Police Tier One and Fire Tier One members must be exercised within ninety (90) days of the date of a member's twenty-fifth anniversary of employment, the completion of twenty-five (25) years of credited service (including purchases of service credit and buyback), attainment of age fifty-two (52) with twenty (20) years of service (including purchases of service credit and buyback), or the date that a member's service credit reaches eighty (80%) percent benefit accrual, or the right to participate in the DROP is forfeited.

(6) Participation in the DROP for Police Tier Two members must be exercised within ninety (90) days of the date of a member's twenty-fifth anniversary of employment, the completion of twenty-five (25) years of credited service (including purchases of service credit and buyback), or the date that a member's service credit reaches seventy-five (75%) percent benefit accrual, or the right to participate in the DROP is forfeited.

(7) The maximum period of participation in the DROP is five (5) years or a total of thirty (30) years of service (including purchases of service credit and buyback). Notice of election to DROP must be accompanied by a post-dated letter of resignation which shall be fully binding upon the member. Any subsequent election to voluntarily terminate employment, prior to the maximum limit of the DROP, shall be by binding written notice to the employer at least thirty days in advance.

(8) Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize Final Average Compensation for determining the benefit.

(9) Payment shall be made into the employee's DROP account as if the employee had terminated employment in the City in an amount determined by the employee's selection of Options 1 and 2 as enumerated in Section 21-333(9).

(10) Subject to Sections 21.341 (16) and (17) of this Ordinance, a Police Tier One and Fire Tier One member's account in the DROP program shall earn or lose interest based upon the actual earnings of the retirement plan for the preceding year or the most recent Assumed Rate of Return of the actuarial valuation. The member must choose an irrevocable earnings option at the time of entry into the DROP. As of the effective date of this ordinance, Police Tier One members

entering the DROP program shall earn interest credits equal to the net market rate of return on Pension Plan investments during the preceding plan year, with a minimum of 0% (zero percent) and a maximum of 6% (six percent). Pension Plan assets that are not used to provide DROP interest in accordance with this paragraph shall remain assets of the Plan. Interest credit for Police Tier Two members shall be based on net plan earnings on DROP balances with no guarantee of returns. The Board may, by uniform administrative rule, establish an employee-directed investment program.

- (11) DROP participant shall terminate service with the City at the conclusion of five (5) years in the DROP or a total of thirty (30) years of service (including purchases of service credit and buyback).
- (12) All interest shall be credited to the employee's DROP account at the end of the DROP period.
- (13) Upon termination with the City, an employee may receive payment within forty-five (45) days of the member requesting payment or may defer payment until a time not later than the latest date authorized by Section 401(a)(9) of the Internal Revenue Code at the option of the member. Payments for the DROP may be received as a lump sum, rollover, installment payment, annuity or combination of payments, provided, however, that at all times, the DROP shall be subject to the provisions of the Internal Revenue Code. No payment may be made from the DROP until the employee actually separates from the service with the City.
- (14) If an employee shall die during participation in the DROP, the employee shall be treated as any other vested member in the Plan who dies after retirement.
- (15) Upon commencement of participation in the DROP, the member shall no longer be eligible for disability retirement from the pension plan. If a member becomes disabled during the DROP period, the member shall be treated as if he/she voluntarily terminated DROP participation on the day prior to the date of disability.
- (16) An administrative fee of one-half percent (1/2%) will be assessed on the DROP account balance to cover the administrative costs of the DROP.
- (17) If a Firefighter DROP participant selected the fixed rate option, upon exiting the DROP the firefighter DROP participant's investment rate shall revert to the actual earnings method set forth in subsection (10). This provision shall not apply for Firefighter members who entered the DROP prior to October 3, 2006.

- (18) Effective July 8, 2010, Police Officers who have not yet entered the DROP and upon entering the DROP select to have their DROP accounts earn interest on the most recent Assumed Rate of Return of the actuarial valuation shall have their DROP investment rate revert to the actual earnings of the Plan for the preceding year upon exiting the DROP. This provision shall not apply to those Police Officers who entered the DROP prior to July 8, 2010.

Sec. 21-342. Defined Contribution Component (“Share Plan”)

- (1) Pursuant to the requirements of Florida Statutes 175.351(6) and 185.35(6), a defined contribution plan (“DC Plan”) is hereby created as a component of the Plan, but will not be activated unless and until a portion of the Chapter 175 and 185 premium tax revenues have been assigned to fund the DC Plan. The provisions of the DC Plan, when and if activated, shall be negotiated at the time funding has been assigned to the DC Plan. Assignment of premium tax revenues can result either from agreement between the parties, or from application of the provisions of ~~Ch. 2015-39, Laws of Florida~~ Chapter 175 and Chapter 185, Florida Statutes.

Sec. 21-343 Usage of Premium Tax Revenues

- (1) All annual premium tax revenues received by the City in accordance with Chapters 175 and 185, Florida Statutes, shall be applied to reduce the City pension contribution.
- (2) All funds in the excess state monies reserve shall be applied to reduce the City pension contribution.

SECTION 8: The current Section 21-341.- **Established**, shall be renumbered as Section 21-344, all parts remaining the same.

SECTION 9: The current Section 21-342., **Execution of agreements**, shall be renumbered as Section 21-345, all parts remaining the same.

SECTION 10: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

SECTION 11: All ordinances or parts of ordinances, resolutions or parts of

resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED on first reading by the City Commission of the City of Hallandale Beach, Florida, this ____ day of _____, 2021.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Hallandale Beach, Florida, this ____ day of _____, 2021.

JOY F. COOPER
MAYOR

SPONSORED BY: CITY ADMINISTRATION

ATTEST:

JENORGEN GUILLEN, CMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY and
FORM

JENNIFER MERINO
CITY ATTORNEY