

**RETIREMENT PLAN AND TRUST FOR THE
CITY OF CLEWISTON FIREFIGHTERS
Summary Plan Description**

Plan Trustee

Florida Municipal Pension Trust Fund
P.O. Box 1757
Tallahassee, FL 32302-1757

Plan Sponsor and Administrator

Florida League of Cities, Inc.
P.O. Box 1757
Tallahassee, FL 32302-1757

Agent for Legal Process

Florida League of Cities, Inc.
P.O. Box 1757
Tallahassee, FL 32302-1757

Effective Date

1/1/2022

Plan Anniversary Date

October 1 each year

Plan Year

Twelve month period beginning
10/01 and ending 09/30

Eligibility

All full-time and volunteer firefighters when hired,
shall become a participant after the effective date.

Plan

Plan representing the Chapter 175 Municipal Firefighters' Pension Trust Fund of the City of Clewiston hired on or after January 1, 2022.

Salary:

Means the total amount of W-2 compensation plus tax exempt, tax sheltered and tax deferred items of income, but excluding overtime, extra duty or special detail work performed on behalf of a second party employer, and payments for unused sick or annual leave at termination of employment.

Credited Service:

Total number of years and fractional parts of years of employment with the City as a Firefighter including service prior to the implementation of the pension plan.

Average Final Compensation:

One-twelfth of the average annual compensation of the 5 best years out of the last 10 years of Credited Service prior to retirement, termination, or death.

Accrued benefit:

Means a fraction of the benefit to which a participant would be entitled at their Normal Retirement Date. The numerator of the fraction is the years of participation completed to date and the denominator is the years of participation in the Plan that would have been earned if the Participant continued employment until their Normal Retirement Date.

Normal Form of Benefit:

The normal form of benefit is a 10 Year Certain and Life Thereafter.

Normal Retirement Date:

The first day of the month coincident with, or next following attainment of age 55 and 10 years of service or earlier attainment of 52 and 25 years of service.

Normal Retirement Benefit:

The Monthly retirement benefit shall be equal to the number of years of credited service multiplied by 2.75% and multiplied by final monthly compensation.

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Early Retirement Date:

A member shall retire on his early retirement date which shall be the first day of any month coincident with or next following the later of the attainment of age 50 and the completion of 10 years of credited service.

Early Retirement Benefit:

The amount of accrued benefits will be reduced a maximum of 3% for each year before the Normal Retirement Age.

Termination of Service Benefit:

If a member terminates before completing 10 years of credited service, all contributions are returned. After the completion of 10 years of credited service, any member who elects to leave their contributions in the fund will receive their accrued benefit at their normal retirement date.

Disability - (On-Duty):

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

Disability - (Off-Duty):

After 10 years of service, a member deemed to be totally and permanently disabled from non-service connected injury or disease will receive the greater of monthly pension equal to 25% of average monthly compensation as of his disability retirement date or an amount equal to the accrued retirement benefit. Before 10 years of service, a member deemed to be totally and permanently disabled from non-service connected injury or disease will receive a return of employee contributions.

Death Benefit prior to Vesting :

If a member dies prior to retirement and he is not vested, his beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

Death Benefit after Vesting:

If a member dies prior to retirement and he is vested, his beneficiary shall receive benefits payable for 10 years. The monthly benefit will be actuarially reduced if paid before the member's normal retirement age.

Employee Contributions:

All participants contribute 5% (pre-tax) of his salary.

Forfeiture of Pension

Any Participant who is convicted of the any of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Fund, except for the return of his accumulated contributions as of the date of termination.

(A) Specified offenses are as follows:

- (1) The committing, aiding or abetting of an embezzlement of public funds;
- (2) the committing, aiding or abetting of any theft by a public officer or employee from employer;
- (3) bribery in connection with the employment of a public officer or employee;
- (4) any felony specified in Chapter 838, Florida Statutes;
- (5) the committing of an impeachable offense.

(B) The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.

(1) Conviction shall be defined as follows: An adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

(2) Court shall be defined as follows: Any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture,

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the Board shall hold a hearing on which notice shall be given to the Participant whose benefits are being considered for forfeiture. Said Participant shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Participant shall be afforded a full opportunity to present his case against forfeiture.

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

Source of Financing Plan

The plan will be funding by three sources, employer, employee, and state contributions.

Applicable Regulations Governing Establishment, Operation and Administration of the Plan

Chapter 175, Florida Statutes; Chapter 185, Florida Statutes; Chapter 112, Part VII, Florida Statutes; Chapter 60T-1, FAC, Internal Revenue Code

Attachments

The following documents should be attached to the Summary Plan Description, if applicable.

- 1) List of Board of Trustees including names, titles and addresses
- 2) A description of the relevant provisions of any applicable collective bargaining agreement
- 3) Claims Procedures
- 4) Disability Procedures

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