

**RETIREMENT PLAN AND TRUST  
FOR THE FIREFIGHTERS  
OF THE CITY OF OLDSMAR**

**Summary Plan Description**

**Plan Sponsor and Administrator**

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

**Plan Trustee**

Florida Municipal Pension Trust Fund  
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

**Plan**

Plan representing the Chapter 175 Municipal Firefighters' Pension Trust Fund of the City of Oldsmar hired after January 1, 1996.

**Effective Date**

01/01/96

**Plan Anniversary Date**

October 1 each year

**Plan Year**

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

**Eligibility**

All full-time firefighters hired prior to October 1, 2014, shall become a participant after the effective date.

**Salary:**

Salary means the fixed monthly remuneration paid a firefighter; where as in the case of a Volunteer Firefighter, remuneration is based on actual services rendered, salary shall be the total cash remuneration received yearly for such services, prorated on a monthly basis. Effective February 8, 2012, payments for accrued sick and vacation leave in excess of the amount of leave accrued on February 7, 2012, and overtime pay in excess of 156 hours per fiscal year, shall be excluded from salary for retirement calculation purposes.

**Credited Service:**

Total number of years and fractional parts of years as a Participant during which the Participant made required contributions to the Plan, omitting intervening years or fractional parts of years when such Participant is not employed by the Employer.

**Final Monthly Compensation:**

One-twelfth of the highest average earnings during the five (5) best years out of the last ten (10) years of Credited Service prior to separation as an active member, or the career average, whichever is greater.

**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:**

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The normal form of benefit is a 10 year certain and life annuity.

**Normal Retirement Date:**

The first day of the month coincident with, or next following attainment of age fifty five (55) and ten (10) years of service or attainment of twenty five (25) years of service.

**Normal Retirement Benefit:**

The Monthly retirement benefit shall be equal to the number of years of credited service multiplied by three and one-quarter percent (3.25%) for credited service prior to May 31, 2012; and three and one-eighth percent (3.125%) multiplied by final monthly compensation credited service on or after June 1, 2012.

**Early Retirement:**

A member may 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 fifty (50) and the completion of ten (10) years of credited service.

**Early Retirement Benefit:**

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

**Termination of Service Benefit:**

If a member terminates before completing ten (10) years of credited service all employee contributions are returned. After the completion of ten (10) years of credited service, any member who elects to leave their employee 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 sixty-six percent (66%) of average monthly compensation as of his disability retirement date or an amount equal to the accrued retirement benefit.

**Disability - (Off-Duty):**

After ten (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 twenty five percent (25%) of average monthly compensation as of his disability retirement date or an amount equal to the accrued retirement benefit.

**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 members accumulated contributions.

**Death Benefit after Vesting:**

If a member dies prior to retirement and is vested, his beneficiary shall choose either the return of all the member's accumulated employee contributions or immediate payment of fifty percent (50%) of the benefits otherwise payable to the member as if the member retired on the date of death.

**Employee Contributions:**

All participants contribute five percent (5%) of his salary on a pre-tax basis.

**Cost of Living Adjustment**

A cost-of-living increase is awarded each year to benefits in payment status in the amount equal to three percent (3%). The cost-of-living-adjustment will be effective with the first payment in each plan year after benefit payments have been in force for twelve (12) consecutive payments.

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### **Supplemental Retirement Benefit**

A supplemental retirement benefit shall be added to each benefit at an amount of \$3.00 per year of service per month (maximum of \$90.00 per month).

### **Share Plan**

Participants actively employed by the City on October 1, 2016, will participate in the Share Plan. Shares shall be allocated based on years of credited service under the Retirement Plan. Vesting period is 10 years. Participants are entitled to a distribution at the same time as receiving their retirement benefits. Account balances are not guaranteed and will change as the quarterly actual rate of investment return changes.

### **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, 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

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