

**CITY OF MIAMI BEACH EMPLOYEES'  
RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

**Prepared May 2012**

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## **INTRODUCTION TO YOUR PLAN**

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The City of Miami Beach has established a defined benefit pension plan to provide eligible employees with retirement and related benefits.

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

A copy of the Plan is on file at the Pension office and may be read by you, your beneficiaries or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask the Plan's Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

As much as possible, this document has been written in non technical terms, avoiding the formal language of the Plan. If questions of interpretation arise as a result of the attempt to make such retirement provisions easy to understand, the Plan remains, as it must, the final authority.

The information provided in this Summary Plan Description is based on the Plan in effect on the date this document was prepared. Such information is subject to modification based on changes to the Plan, subsequent interpretations of the Plan and changes in other laws that affect the Plan.

Individual Trustees are not agents of the Plan. The Board of Trustees is not responsible for erroneous information provided by an individual Trustee or provided by any other person purportedly representing the Plan, except as specifically set forth in writing executed by the Chairperson or Administrator.

## **GENERAL INFORMATION ABOUT YOUR PLAN**

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

### **Name of Plan**

Miami Beach Employees' Retirement Plan.

### **Employer**

City Miami Beach

### **Plan Administrator**

Board of Trustees  
Miami Beach Employees' Retirement Plan  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Contact: Rick Rivera  
(305) 673-7300 ext. 6573  
rickrivera@miamibeachfl.gov

### **Trustee**

Plan Administrator

### **Designated Agent for Service of Legal Process**

Chairman, Board of Trustees

### **Type of Administration**

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

### **Plan Year**

Each 12 month period beginning on October 1st and ending on September 30th. The Plan's fiscal records are maintained on this basis.

**Relevant Provisions of Local and State Laws**

The Retirement System for General Employees of the City of Miami Beach was set forth in Ordinance No. 1901. The Retirement System for Unclassified Employees and Elected Officials of the City of Miami Beach was created by Ordinance 88-2603. These two plans were merged to form the Miami Beach Employees' Retirement Plan by Ordinance 2006-3504.

The most recent amendment to the Plan which is reflected in this Summary Plan Description is Ordinance No. 2010-3706.

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

**Relevant Provisions of Collective Bargaining Agreements**

Certain employees covered by the Plan are members of the following collective bargaining unit(s). These units will be collectively referred to as the "Classified" group.

- Communications Workers of America (CWA).  
Agreement runs from 10/1/2009 through 9/30/2012.  
Section 8.13 refers to pension matters.
- Government Supervisors Association of Florida (GSA).  
Agreement runs from 10/1/2009 through 9/30/2012.  
Article 10 refers to pension matters.
- American Federation of State, County and Municipal Employees (AFSCME).  
Agreement runs from 5/1/2010 through 4/30/2013.  
Section 8.18 refers to pension matters.

**Custodian**

The custodian of the Plan is responsible for the safe-keeping of securities owned by the Pension Fund. The custodians are:

- Fiduciary Trust International, Miami, FL
- State Street Bank and Trust, Quincy, MA

**Investment Managers**

The investment manager is responsible for selecting the securities to be bought and sold by the Pension Fund, in accordance with guidelines established by the Plan Administrator. The investment managers are:

- Rhumblin Advisors, Boston, MA
- Wellington Management, Boston, MA
- Wentworth Hauser & Violich, San Francisco, CA
- I.C.C. Capital Management, Orlando, FL

**Investment Performance Monitor (Fund Evaluator)**

The investment performance monitor is responsible for monitoring the performance of the investment manager in accordance with guidelines established by the Plan Administrator. The performance monitor is:

- Milliman USA, Inc. San Francisco, CA

**Member**

Each employee of the Employer who is eligible to participate in the Plan and who fulfills the prescribed eligibility requirements.

**Beneficiary**

Each person designated to the Plan Administrator by you to receive any payments that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a member of the Plan. You may change your designation at any time upon written notification to the Plan Administrator.

**YOU SHOULD REVIEW AND UPDATE YOUR BENEFICIARY DESIGNATION AT LEAST ANNUALLY. CHANGES REGARDING NEWBORN CHILDREN, MARRIAGE, DIVORCE, SPOUSAL DEATH, ETC. MUST BE KEPT CURRENT AND LISTED CORRECTLY TO AVOID COSTLY LITIGATION AND/OR DISPUTES.**

**GROUPS & TIERS**

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The Members of the Plan belong to one of the twelve subgroups described by the table below. Members of a collective bargaining agreement (a union) are “Classified”. There are three Unions. All others are “Unclassified” or “Other”. Furthermore, Members are separated into three tiers; “Tier A”, “Tier B”, and “Tier C”. Compare your hire date to the dates listed in the table below to determine the Tier in which you belong.

Your Benefit provisions (e.g: retirement date, vesting, benefit amount) may vary depending on your Group and/or Tier:

<b>Classification</b>	<b>Group</b>	<b>Tier A</b>	<b>Tier B</b>	<b>Tier C</b>
Classified	AFSCME	Hired before 4/30/1993	Hired on or after 4/30/1993 and before 9/30/2010	Hired on or after 9/30/2010
	GSA or “Other”	Hired before 8/01/1993	Hired on or after 8/01/1993 and before 9/30/2010	Hired on or after 9/30/2010
	CWA	Hired before 2/21/1994	Hired on or after 2/21/1994 and before 10/27/2010	Hired on or after 10/27/2010
Unclassified	(n/a)	Hired before 10/18/1992	Hired on or after 10/18/1992 and before 9/30/2010	Hired on or after 9/30/2010

Please identify the categories in which you belong:

My Classification: \_\_\_\_\_

My Group: \_\_\_\_\_

My Tier: \_\_\_\_\_

Examples:

- If you were a member of the GSA collective bargaining unit, and were hired in 1990, then you are Classified, in group “GSA”. Since you were hired before 8/1/1993, you are in Tier A.
- If you were in the CWA and were hired on 4/3/2006, then you are Classified in the CWA group, and are in Tier B of that group.
- If you were hired in August of 1980, and were not in a union, then you are in the “Unclassified group, Tier A”.
- If you were in the CWA and hired on 10/15/2010, then you are Classified in the CWA group, and are in Tier C of that group.
- If you were hired in November of 2010, and were not in a union, then you are in the “Unclassified group, Tier C”.

## **CONTRIBUTIONS TO THE PLAN**

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

### **You**

If you are in Tier A, then your contribution rate is 12% of your covered salary. (See later page for definition of covered salary.) If you are in Tier B or Tier C, then your contribution rate is 10% of your covered salary. Your contribution will cease upon your retirement, death or employment termination. If you accrue the maximum retirement benefit percentage payable under the Plan and continue City employment, your contribution will be based on the amount of earnings in excess of your earnings at the time you reach the maximum accrued benefit.

### **Your Employer**

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



**Eligibility**

You are eligible to be a Member of the Plan if you are a Classified or Unclassified employee, working more than 30 hours a week. The following may not become Members of the Plan:

1. Persons compensated on a contractual basis.
2. Persons employed on a provisional, original probationary or other temporary basis.
3. Members of boards or commissions, officers, or employees receiving no salary or a nominal salary on a fee basis.
4. Members of the City Pension Fund for Firemen and Policemen in the City of Miami Beach.
5. Persons working less than 30 hours a week, except for members of the Classified System working less than 30 hours a week as of August 31, 1992.
6. Persons who have elected to join the Defined Contribution Retirement Plan sponsored by the City.

Other than those described above, each person who became a Member of the Plan under Ordinance No. 2006-3504 or becomes an employee of the City on or after March 8, 2006 shall become a Member of this Plan as a condition of employment, as of the date of employment.

**Creditable Service**

Creditable Service is used to compute the amount of pension benefit when you retire, to determine whether you are eligible for certain benefits and to determine whether you are vested. Your Creditable Service is equal to your length of service credited under the predecessor system plus the service with the Employer that is covered by the Plan. Vacations and other paid leaves of absence are included. Unpaid leaves of absence are not included. Also not included in Creditable Service is any period during which you could have but did not contribute to the Plan, or any period for which you have received a refund of your contributions.

**Break in Service**

If you terminate employment after you are vested and later return to work for the Employer, the following rules apply. The benefits you earn after your return to work are based on the provisions of the Plan in effect at your rehire date. If you terminate again before you retire, only the Creditable Service after your rehire date is considered for vesting of a second benefit. When you actually retire, you will receive the sum of the two (separately computed) benefits you have earned. They are calculated separately using the Creditable Service and final Average Monthly Earnings applicable at each of your dates of termination.

**Military Service**

Should you take a leave of absence from the Employer in order to enter the military, your period of leave will be included in your Creditable Service if you return to work for the Employer within one year after your discharge. You would be required to make a contribution to the Plan in the amount you would have contributed had you not taken the leave of absence.

Your active duty in the military prior to date of hire by the Employer is not included in Creditable Service.

**Purchase of Creditable Service for Initial Probationary Period**

At any time prior to retirement, you may purchase all or a portion of your service during which you were employed as a provisional or probationary employee. You must pay into the Plan an amount equal to the member contribution rate in effect during said probationary period, plus interest compounded annually based on the regular rate of interest in effect at the time of the purchase. The maximum benefit percentage applicable to your classification (80% or 90%) may not be exceeded by any such purchase.

**Optional Purchase of Two Years of Creditable Service**

If you have five or more years of Creditable Service, you may elect to purchase two additional years at any time prior to your retirement. The purchase must be for any of the following types of employment prior to being hired by the Employer:

- Active Duty in the Armed Forces of the United States or the Coast Guard,
- Full-time employment with another governmental entity, or
- Full-time employment in the private sector performing the same or very similar duties as you are now performing for the Employer.

In order to receive the additional Creditable Service, you will have to pay 10% of your annual rate of pensionable compensation multiplied by the number of years to be purchased, up to a total of two years. Payment must be made within six months following the date of your election to purchase additional service.

## COVERED SALARY & FINAL AVERAGE MONTHLY EARNINGS

### Covered Salary or “Earnings”

This is the amount of your base pay including longevity pay, but excluding any payment of overtime, shift differential or extra compensation allowances such as uniform and car allowances. The following exceptions apply:

#### Classified - Tier A

Base pay includes overtime pay up to a maximum of 10% above member’s highest pensionable earnings each year.

#### Unclassified - Tier A & Tier B

Base pay for calculating the *Normal Retirement benefit* includes annual payments for unused leave (excluding annual or sick leave).

#### Elected Official, City Manager or City Attorney

For periods of service as an Elected Official, City Manager or City Attorney, your earnings shall include *total* W-2 compensation, plus any other payments and allowances.

In no event may your pensionable earnings exceed the limit set forth by Internal Revenue Code section 401(a)(17). This limit in 2012 is \$250,000.

### Final Average Monthly Earnings (FAME)

Your Final Average Monthly Earnings (FAME) is one-twelfth of the average of your *five* highest paid years of Creditable Service with the following exceptions:

- If you have attained Normal Retirement age as of September 30, 2010 or are eligible for Normal Retirement within the 24 month period beginning on September 30, 2010, then your FAME is one-twelfth (1/12) of the average of your *two* highest paid years of Creditable Service (not less than the average monthly earnings for the 12 months immediately preceding March 18, 2006 for Unclassified Tier A members).
- If you are eligible for Normal Retirement within the 24 and 36 month period beginning on September 30, 2010, then your FAME is one-twelfth (1/12) of the average of your *three* highest paid years of Creditable Service.
- If you are eligible for Normal Retirement within the 36 and 48 month period beginning on September 30, 2010, then your FAME is one-twelfth (1/12) of the average of your *four* highest paid years of Creditable Service.

**Normal Retirement Date**

The Normal Retirement Date is the earliest date when unreduced retirement benefits may be paid.

Your Normal Retirement Date is:

**Tier A** - Age 50 with 5 years of Creditable Service

**Tier B** - Age 55 with 5 years of Creditable Service

**Tier C** – The earlier of age 55 with 30 years of Creditable Service or age 62 with 5 years of  
Creditable Service

**Early Retirement Date**

Each member of the Classified System who became a Member of this Plan on the effective date of Ordinance 2006-3504 (March 8, 2006) may retire under the Early Retirement provision. If you are such a Member, your Early Retirement Date is the date when you reach age 50 and the sum of your age at your last birthday plus your full years of Creditable Service is equal to 75. In addition, if you were hired after September 30, 2010, you may retire under the Early Retirement provision when you reach age 55 and the sum of your age plus your years of Creditable Service is equal to 75. Your Early Retirement Benefit amount is described in the next section.

**Normal Retirement Benefit**

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

- Your Covered Salary as previously defined.
- Your Final Average Monthly Earnings (FAME) as previously defined.
- Your years of Creditable Service at your Normal Retirement Date.
- Your Classification and/or Tier.

**Your Normal Retirement Benefit is calculated as follows:**

**Tier A Members**

- Classified:  
3% of FAME multiplied by your years of Creditable Service up to 15 years plus 4% of FAME multiplied by your years of Creditable Service in excess of 15 years, subject to a maximum of 90% of your FAME.

Example:

If your FAME is \$4,000 and service is 22 years then

your monthly benefit = 3% X \$4,000 X 15 Years + 4% X \$4000 X 7 Years = \$2,920.

- Unclassified:  
4% of FAME multiplied by your years of Creditable Service before October 18,1992, plus 3% of FAME multiplied by your years of Creditable Service after October 18, 1992, subject to a maximum of 80% of your FAME.

Example:

If your FAME is \$4,000 and service before October 18, 1992 is 2 years, and service after October 18, 1992 is 20 years then

your monthly benefit = 4% X \$4,000 X 2 Years + 3% X \$4,000 X 20 Years = \$2,720.

Tier B Members

3% of FAME multiplied by your years of Creditable Service subject to a maximum of 80% of your FAME.

Example:

If your FAME is \$4,000 and service is 22 years then  
your monthly benefit = 3% X \$4,000 X 22 Years = \$2,640.

Tier C Members

2.5% of FAME multiplied by your years of Creditable Service subject to a maximum of 80% of your FAME.

Example:

If your FAME is \$4,000 and service is 22 years then  
your monthly benefit = 2.5% X \$4,000 X 22 Years = \$2,200.

**The following exceptions apply:**

- (i). For an Elected Official, City Manager or City Attorney, the benefit is:  
4% of FAME for each year of Creditable Service *as an* Elected Official, City Manager, or City Attorney plus the retirement benefit as defined above for any other period of City employment.  
  
This sum is subject to a maximum of 80% of your FAME.
- (ii). In no event may this Plan pay benefits in excess of the limits set forth in Section 415 of the Internal Revenue Code. Any accrued benefits in excess of the Section 415 limits will be paid by a separate excess benefit plan sponsored by the Employer.

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

**Accrued Benefit**

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

**Early Retirement Benefit**

If you decide to retire early, you will receive an immediate Early Retirement Benefit which is payable for the rest of your life. The benefit is equal to your Accrued Benefit but reduced for the number of months by which the starting date of the benefit precedes your otherwise Normal Retirement Date. The benefit is reduced to take into account the younger age and earlier commencement of benefit payments.

**Post Retirement Adjustments**

On October 1<sup>st</sup> of each year, your pension benefit will increase by 2.5% if you are a Tier A or Tier B Member and 1.5% if you are a Tier C Member. This rate is compounded. You must be in retirement for at least one year before your first increase goes into effect.

**Deferred Retirement Option Plan (DROP)**

Upon reaching your Normal Retirement Date, you may choose to enter the Deferred Retirement Option Plan (DROP) upon 30 days' advance written notice to the City. This program allows you to retire for purposes of the Plan while you continue working for the City. Participation in the DROP is voluntary, but is irrevocable once payments begin. The maximum period of participation is three years for Tier A and Tier B Members and five years for Tier C Members. As a condition of participation in the DROP, you must irrevocably agree to terminate employment with the City at the end of the maximum DROP period. You may elect to terminate DROP participation and employment with the City before the maximum period upon 30 days' advance written notice to the City.



If you elect to participate in the DROP, you will no longer make contributions, you will cease to accrue further benefits under the Plan and you will no longer be eligible for disability or preretirement death benefits. Your Creditable Service and FAME as of the first date of participation in the DROP will be used to calculate your retirement benefit. The monthly benefit that you would have received if you had retired on your election date will be paid into a DROP account. However, you will not be eligible for Post Retirement Adjustments for the duration of your participation in the DROP, and under no circumstances will your annual and sick leave be included in earnings for retirement benefit calculation purposes.

You may direct your DROP payments to be invested in any of the investment options provided by the Board. Payments will be credited or debited with investment earnings or losses according to the performance of the investment options selected. At the conclusion of the DROP, your accumulated balance will be distributed to you and monthly benefit payments will be paid to you in accordance with the Plan provisions. Should you pass away while you are participating in the DROP, the account balance will be distributed to your Beneficiary, in addition to any survivor benefits payable by the Plan.

If you become totally and permanently disabled as provided by the Plan, you may be eligible for a disability benefit. In the case of a service-connected disability, you will be eligible for a benefit regardless of your length of service.

**Service Connected Disability**

**Tier A-Classified**

The benefit for a service-connected disability is the larger of 75% of your FAME and your Accrued Benefit.

**All Others**

The benefit for a service-connected disability is the larger of 65% of your FAME and your Accrued Benefit.

**Ordinary Disability**

In the case of an ordinary disability that is not service-connected, you will only be eligible for a benefit if you have at least five years of Creditable Service.

The benefit is the larger of 35% of FAME and your Accrued Benefit.

A disability benefit is payable until your death, recovery or attainment of your Normal Retirement Date. After Normal Retirement Date, the benefit is equal to your projected Normal Retirement Benefit.

Under certain conditions, your disability benefits may be reduced by payments from Workers' Compensation or by compensation you earn while receiving disability payments. Details of these reductions will be provided to you if you apply for a disability benefit.

**Before Retirement**

If you pass away with three or more years of Creditable Service, your spouse or domestic partner will receive a monthly benefit provided you had been married or the domestic partnership had been registered for at least one year at the time of your death. If you do not have a qualifying spouse or domestic partner at the time of your death, the benefits will be paid to your dependent children until they reach age 21. If your spouse or domestic partner is 15 years, or more, younger than you, then an actuarial calculation will be applied to reduce the benefit to the actuarial equivalent for a person 15 years younger.

The benefit payable to your Beneficiary is one-half of your Accrued Benefit calculated as though you had retired on the date of your death. For all Classified employees who were Members of the Plan as of March 8, 2006, the minimum benefit is 30% of FAME and the maximum is 40% of FAME.

**After Retirement**

Your Beneficiary will receive payments following your death in accordance with the form of retirement payment which you select, or the balance of any unused accumulated contributions. A later page describes the various forms of retirement payments.

## **VESTED RETIREMENT BENEFIT**

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If you terminate employment, other than by reason of retirement, disability or death, you may be entitled to a deferred Vested Retirement Benefit. This benefit is computed on the basis of your Final Average Monthly Earnings and Creditable Service at the time of termination, and your age as of the date when your monthly allowance commences. The earliest commencement date is your Normal Retirement Date, as defined for your sub-group.

The following chart shows your vested interest in your Accrued Benefit.

<b>Vesting Schedule</b>	
<b>Creditable Service</b>	<b>Vested Interest</b>
1	0%
2	0
3	0
4	0
5 or more	100

If you terminate employment before you are vested or if you wish to forfeit your vested Accrued Benefit, you may receive a refund of your accumulated contributions. Upon acceptance of such payment, all Creditable Service shall be canceled. If you return to employment under the Plan, you will be considered a new Member as of the date on which you again become a Member.

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

**Requesting a Refund of Contributions**

The following procedures are provided for your information.

1. Contact the pension office to set up an appointment to complete an Application for Refund of Contributions form and to obtain the required IRS Special Tax Notice Regarding Plan Payments.
2. Because complex rules apply to your refund and the rollover of payments, you should seek competent tax advice from your tax advisor.
3. Allow three to four weeks after you have completed the Application for Refund of Contributions for your check(s) to be issued, whether the refund is paid to you or payment is made directly to your IRA or another qualified employer plan.

**Normal Form of Benefit Payment**

**Tier A and Tier B**

Unless you elect otherwise before retirement, your pension is payable as a 50% Joint & Survivor annuity. This is a series of monthly payments for the rest of your life. Upon your death it is payable as follows:

**If you have a spouse or domestic partner**

If your spouse or domestic partner is living at the time of your death, 50% of your pension will continue for that person's remaining life. The spouse must have been married to you or the domestic partnership must have been registered for at least one year prior to the earlier of your date of retirement or termination of service. There will be a reduction in the 50% survivor benefit if the spouse or domestic partner is more than 15 years younger than you.

**If you do not have a spouse or domestic partner**

If you are not survived by a spouse or domestic partner, 50% of your pension will be payable to your dependent child or children until their marriage or attainment of age 18, or in certain cases to ages 22 or 25. If there are no dependent children upon your death, the 50% survivor benefit will be paid to your dependent parent(s).

**Tier C**

Unless you elect otherwise before retirement, your pension is payable as a life annuity. This is a series of monthly payments for the rest of your life with payments ending upon your death.

**Election of Optional Forms of Benefit Payments**

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

If you are eligible for Normal Retirement, you may elect to receive up to 25% of your pension in a

single lump sum payment. If you make this election, your monthly pension will be reduced by the lump sum.

You may choose among the options below and revoke any such elections and make a new election at any time before actual retirement. You must make such an election by written notice to the Plan Administrator. This election also applies to terminated participants who are eligible for payment of deferred Vested Retirement Benefits. The options available are as follows:

**1. Option 1 - 100% Joint and Last Survivor Annuity**

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit continued after your death to and during the lifetime of your Beneficiary.

**2. Option 2 - 66 2/3% Joint and Last Survivor Annuity**

You may elect to receive a decreased monthly retirement benefit during your lifetime with 66 2/3% of such decreased benefit continued after your death to and during the lifetime of your Beneficiary.

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

## **AMENDMENT OR TERMINATION OF THE PLAN**

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The Plan may be amended or terminated at any time by the Employer. If the Plan were terminated, you would immediately become fully vested in the benefit you had earned so far. Only after all accrued benefits have been paid and any other liabilities have been satisfied could any remaining money be returned to the Employer.



## **IMPORTANT NOTICE**

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

1. If you terminate employment before reaching the Normal or Early Retirement Date and you do not have enough Creditable Service to have earned a vested interest, no benefits will be payable except for a return of your own contributions with interest.
2. If you die before completion of three years of Creditable Service, no benefits will be payable except for a return of your own accumulated contributions with interest.
3. No credit is allowed either for benefit accrual or vesting purposes for any period in which you are not considered a full-time employee, except for members of the Classified System working less than 30 hours a week as of August 31, 1992.
4. Your retirement benefit will not be payable until actual retirement date, even if you continue to work beyond the Normal Retirement Date.
5. Your Accrued Benefit may be forfeited if you are convicted of certain felonies as provided by State law (Chapter 112.3173 F.S.)
6. Payment of your benefits may be subject to an Income Deduction Order.

## **YOUR RESPONSIBILITIES**

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

**Claim Procedures**

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

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of its denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Plan Administrator. The written notice must contain the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to those Plan provisions on which the denial is based;
3. A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if you or your Beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim shall be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

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

**Claims Review Procedure**

1. Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator. The form for this claim for review is available from the Plan Administrator.
2. You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
4. Your claim for review must be given a full and fair review. If your claim is denied, the Plan Administrator must provide you with written notice of this denial after the Plan Administrator's receipt of your written claim for review.
5. The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
6. If the Plan Administrator's decision on review is not furnished to you within a reasonable period of time, your claim shall be deemed denied on review.

<b>PERTINENT ACTUARIAL INFORMATION</b>		
	<b>As of October 1</b>	
	<b>2010</b>	<b>2009</b>
Number of Members of the Plan		
Active Employees	1,117	1,154
Those Receiving or Due to Receive Benefits	1,145	1,127
Annual Payroll of Active Members (Non-Drop)	\$ 68,844,264	\$ 70,097,549
Annual Rate of Benefits in Pay Status	32,677,150	30,900,400
Actuarial Accrued Liability	580,246,165	545,536,965
Actuarial Value of Assets	431,479,305	420,520,122
Unfunded Actuarial Accrued Liability	148,766,860	125,016,843
Required Contribution to be Made to the Plan Over and Above Contributions by Members of the Plan	17,583,191	14,474,678
Required Contribution as % of Payroll of Active Members (Non-Drop)	25.54%	20.65%
Required Contribution to be Paid During Year Ending	9/30/2012	9/30/2011

**RECONCILIATION OF PLAN ASSETS**

Item	September 30	
	2010	2009
A. Market Value of Assets at Beginning of Year	\$ 349,888,271	\$ 363,584,796
B. Revenues and Expenditures		
1. Contributions		
a. Employee Contributions	\$ 6,846,512	\$ 6,820,064
b. Employer Contributions	17,137,394	12,863,823
c. Other	-	-
d. Total	<u>\$ 23,983,906</u>	<u>\$ 19,683,887</u>
2. Investment Income		
a. Interest, Dividends, and Other Income	\$ 3,989,041	\$ 3,838,962
b. Net Realized and Unrealized Gains/(Losses)*	35,791,125	(6,201,923)
c. Investment Expenses	(791,421)	(656,864)
d. Net Investment Income	<u>\$ 38,988,745</u>	<u>\$ (3,019,825)</u>
3. Benefits and Refunds		
a. Refunds	\$ (579,709)	\$ (752,415)
b. Regular Monthly Benefits	(29,735,266)	(28,874,583)
c. DROP Disbursements	(46,599)	-
d. Other Payments (Transfers to Police & Fire Plan)	(408,164)	(57,999)
e. Total	<u>\$ (30,769,738)</u>	<u>\$ (29,684,997)</u>
4. Administrative and Miscellaneous Expenses	\$ (705,482)	\$ (675,590)
5. Transfers	\$ -	\$ -
C. Market Value of Assets at End of Year	\$ 381,385,702	\$ 349,888,271
D. Reserves		
1. DROP Accounts	<u>\$ (2,562,537)</u>	<u>\$ (472,207)</u>
2. Total Reserves	\$ (2,562,537)	\$ (472,207)
E. Adjustments		
1. Receivables from Excess Benefit Plan	\$ 1,555,384	\$ 1,126,404
2. Prepaid for FY 10/1/2011 - 9/30/2012**	(466,878)	-
3. Total Adjustments	<u>\$ 1,088,506</u>	<u>\$ 1,126,404</u>
F. Market Value Net of Reserves and Adjustments	\$ 379,911,671	\$ 350,542,468

\* We were not provided with the breakdown of this amount between realized gains/(losses) and unrealized gains/(losses).

\*\* This amount represents an overpayment by the City for fiscal year ending 9/30/2011.