IS YOUR BENEFICIARY FORM CURRENT? IN THE EVENT YOU DIE, YOUR BENEFIT OR CONTRIBUTIONS WILL BE DISTRIBUTED TO THE PERSON OR PERSONS DESIGNATED BY NAME ON THE BENEFICIARY FORM ON FILE WITH THE PENSION PLAN. NO PROVISION IN YOUR LAST WILL AND TESTAMENT WILL CHANGE THIS SELECTION. PLEASE BE SURE THAT YOUR BENEFICIARY FORM DESIGNATES THE PERSON OR PERSONS YOU INTEND TO RECEIVE YOUR BENEFITS AND THAT YOU REVIEW THIS CHOICE IN THE EVENT OF A MAJOR LIFE CHANGE SUCH AS A DIVORCE OR THE DEATH OF YOUR BENEFICIARY.
TOWN OF ORANGE PARK FIREFIGHTERS' RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION

INTRODUCTION

The Board of Trustees of the Town of Orange Park Firefighters' Retirement Plan is pleased to present this booklet which briefly explains the provisions of your Firefighters' Pension Plan. As a participant in the Fund, you are included in a program of benefits to help you meet your financial needs at retirement, or in the event of disability or death.

This booklet can assist you in preparing for your retirement and financial future. If you need further information on any of the topics presented in this booklet, please contact any member of the Board of Trustees. They will either answer questions you might have to help you understand your benefits or otherwise get you an answer to your questions. We urge you to read and understand this booklet in order to become familiar with the benefits of the plan and how they contribute to your financial security and how they will enrich your retirement years.

The information presented is only a summary of the pension plan ("Plan") as provided in the ordinances of the Town of Orange Park. If there are any conflicts between the information in this booklet and the ordinances of the Town of Orange Park, the ordinances shall govern. The provisions of this Summary Plan Description shall not constitute a contract between the member and the Board of Trustees. The Plan shall be administered in accordance with state and federal law, notwithstanding any provisions in this booklet or ordinances to the contrary. A copy of the ordinance establishing the Plan can be obtained from the Town Clerk's office, which is located at 2042 Park Avenue, Orange Park, Florida 32073.

Chairman, Board of Trustees, Town of Orange Park Firefighters' Retirement Plan

Date
1. **BOARD OF TRUSTEES AND PLAN ADMINISTRATION**

   **A. Administration.** The Town of Orange Park Firefighters' Retirement Plan is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the Plan. The Board consists of 5 Trustees, 2 of whom are legal residents of the Town who are appointed by the Town Council, 2 of whom are members of the System who are elected by a majority of the Firefighters who are members of the of the System and a fifth Trustee who is chosen by a majority of the first 4 Trustees. Each Trustee serves a 2 year term.

   **B.** The names and addresses of the current Trustees are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board of Trustees is designated as agent for the service of legal process.

2. **ELIGIBILITY FOR PLAN MEMBERSHIP**

   Each person employed by the Town Fire Department as a full-time Firefighter becomes a member of the Plan as a condition of his employment. All Firefighters are therefore eligible for Plan benefits as provided for in the Plan document and by applicable law.

3. **PLAN BENEFITS**

   All claims for benefits under the Plan shall be made in writing to the Board of Trustees.

   **A. Normal Retirement Eligibility.** You are eligible for retirement upon the earlier of the attainment of age 55 and the completion of 10 years of credited service or the completion of 25 years of credited service.

   **B. Amount of Normal Retirement Benefits.** The amount of the normal retirement benefit is based on your credited service and average final compensation:

   "Credited Service" is generally your period of employment as a Firefighter in the Fire Department measured in years and parts of years. Credited service will include credit for up to five years for a break in employment for military service, pursuant to conditions provided for under state or federal law, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection J. below).

   "Average Final Compensation" is the 3 best years of the last 5 years of credited service prior to retirement, termination or death. A year is defined as 12 consecutive months.

   "Salary" or "Compensation" is your fixed monthly remuneration for actual services rendered to the Town while you are a member of the System. Remuneration shall include salary and wages, longevity pay, overtime pay, shift differentials, pay for periods of absence from work by reason of vacation, holiday, and sickness, deferred compensation amounts under deferred compensation programs recognized by the Board. Compensation shall not include any payment or reimbursement not specifically stated to be included, such as assignment pay, clothing, equipment, cleaning, meals or travel allowance, reimbursement of expenses, vehicle allowances, bonuses, termination of pay, severance pay, payments in consideration of unused vacation and sick leave, and the values of any fringe benefit.

   The Board of Trustees has determined that in addition to holiday pay, payments for holiday pay-outs shall also be included in the definition of 'Salary' or 'Compensation' for pension purposes.
Please be aware that an amendment to the definition of salary, in Chapter 175/112 Florida Statutes, has been adopted by the State Legislature and became effective, for plans that are collectively bargained, on the date that the first collective bargaining agreement is entered into on or after July 1, 2011. Overtime up to, but not exceeding, 300 hours per year may be included for pension purposes.

The normal retirement benefit is calculated by multiplying 3% times years of credited service times your average final compensation: (3% x CS x AFC = normal retirement benefit).

Normal and early retirement payments will commence on the first day of the month coincident with or next following your last day of employment. Early retirees may defer the commencement of benefits. The benefit is paid to you for your life, but you or your beneficiary shall receive at least 120 monthly benefit payments in any event.

C. Early Retirement. You are eligible for early retirement upon the attainment of age 50 and the completion of 10 years of credited service.

D. Amount of Early Retirement Benefits. The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:

(1) Beginning on the date on which you would have qualified for normal retirement; or

(2) Beginning immediately upon retirement, but if beginning immediately, the amount of the monthly benefit is reduced by 3% for each year that the early retirement date precedes the date which would have been your normal retirement date had you continued employment as a Firefighter.

E. Optional Forms of Retirement. At retirement, certain additional options are available as follows:

(1) In lieu of the amount and form of retirement income payable under normal and early retirement, you may elect to receive a retirement benefit in a different form so long as the form you elect is of equal actuarial value as the normal benefit. The optional forms of benefits which are available are:

(a) A retirement income of a monthly amount payable to you for your lifetime.

(b) A retirement income of a modified monthly amount, payable to you during the joint lifetime of you and your joint pensioner and following the death of either of you, 100%, 75%, 66-2/3%, 50% of such monthly amount payable to the survivor for the lifetime of the survivor.
(2) Deferred Retirement Option Plan (DROP).

(a) If you become eligible for normal retirement, and are still employed by the Town as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional 5 years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the Town not later than 5 years from the commencement of DROP participation. You must request, in writing, to enter the DROP.

(b) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

(c) At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum and you will also begin receiving your monthly retirement benefit.

(d) Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.

(e) Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(f) Additional information about the DROP can be obtained from the Board.

F. Disability Retirement. You are considered disabled when you become totally and permanently disabled to the extent that you are wholly prevented from rendering useful and efficient service as a Firefighter. A written application is made to the Board of Trustees for a disability pension and the Board of Trustees receives evidence of the disability and decides whether or not the pension is to be granted. If the pension is granted, the benefit amount shall be:

(1) If the injury or disease is service connected, a benefit equal to 3% of your average final compensation times your years of credited service, but not less than 42% of your average final compensation.

(2) If the injury or disease is not service connected, a benefit equal to 3% of your average final compensation times your years of credited service. This non-service connected benefit is only available if you have at least 10 years of credited service.

Terminated persons, either vested or non-vested, are not eligible for disability benefits, except that those terminated by the Town for medical reasons may apply for a disability benefit within 30 days after termination.
Your disability benefit terminates upon the earlier of death, with 120 payments guaranteed, or recovery. You may, however, select a "life only" or "joint and survivor" optional form of benefit as described above under "Optional Forms of Retirement".

Your benefit will be reduced if you receive workers' compensation and/or social security disability benefits and your combined benefit exceeds 100% of your average final compensation.

Any condition or impairment of health caused by hypertension or heart disease resulting in death or total and permanent disability is presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence; provided that you have successfully passed a physical examination on entering into service and there is no evidence of the condition at that time.

For conditions diagnosed on or after January 1, 1996, if you suffer a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, which results in total and permanent disability, it shall be presumed that the disability is in the line of duty, unless the contrary is shown by competent evidence as provided for in Section 112.181, Florida Statutes; provided that the statutory conditions have been met.

To receive disability benefits, you must establish to the satisfaction of the Board, that such disability was not occasioned primarily by:

1. Excessive or habitual use of any drugs, intoxicants or narcotics.

2. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.

3. Injury or disease sustained while serving in any branch of the Armed Forces.

4. Injury or disease sustained after your employment as a Firefighter with the Town of Orange Park shall have terminated.

As a disabled pensioner, you are subject to periodic medical examinations as directed by the Board to determine whether a disability continues. You may also be required to submit statements from your doctor, at your expense, confirming that your disability continues.

G. Death Before Retirement. If you die prior to retirement from the Fire Department, your beneficiary shall receive the following benefit:

1. Prior to Vesting or Eligibility for Retirement. If you were not receiving monthly benefits or were not yet vested or eligible for early or normal retirement, your beneficiary shall receive a refund of 100% of your accumulated contributions.

2. Deceased Members Vested or Eligible for Retirement. If you die and, at the date of your death were vested or eligible for early or normal retirement, your beneficiary shall be entitled to a monthly benefit payable for life which represents the actuarial equivalent of the pension benefit accrued by you at your date of death. In lieu of a benefit, your beneficiary may elect to receive a refund of your accumulated contributions.
H. **Termination of Employment and Vesting.** If your employment is terminated, either voluntarily or involuntarily, the following benefits are payable:

1. If you have less than 5 years credited service upon termination and are not eligible for retirement, you shall be entitled to a refund of your accumulated contributions made to the Fund after July 1, 1963, less any disability benefits paid to you after July 1, 1963, or you may leave it deposited with the Fund.

2. If you have 5 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit. The benefit shall be determined in the same manner as for normal or early retirement and based upon your credited service, average final compensation and the benefit accrual rate as of the date of termination. The benefit shall be payable to you commencing at your otherwise normal or early retirement date, determined based upon your actual years of credited service, provided you do not elect to withdraw your accumulated contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.

The Internal Revenue Code provides that certain eligible lump sum distributions from the pension plan may be directly rolled over into qualified individual retirement accounts, annuities or certain other pension plans. A 20% withholding shall be required on taxable portions of such lump sum distributions not directly transferred to a new custodian.

I. **Reemployment After Retirement.** If you retire under normal or early retirement and wish to be reemployed by the Town, you should be aware that your ability to continue to receive your pension benefit upon reemployment may be restricted.

J. **Additional Credited Service.** In addition to credited service actually earned in the employment of the Fire Department, you may also receive credited service as follows:

1. **"Buy-Back" for Prior Fire Service.** The years or fractional parts of years that you previously served as a Firefighter with the Town of Orange Park during a period of previous employment and for which period accumulated contributions were withdrawn from the Fund shall be added to your years of credited service provided that within the first 90 days of your reemployment you pay into the plan the withdrawn contributions with interest.

If, after 90 days from your reemployment you have failed to purchase credited service pursuant to the previous paragraph or if you served as a full-time paid Firefighter for any other municipal, county or special district fire department in the State of Florida, you will receive credited service only if:

(a) You contribute to the plan a sum equal to:

(i) the amount that you would have contributed to the plan, based on your salary and the member contribution rate in effect at the time that the credited service is requested, had you been a member of the plan for the years or fractional parts of years for which you are requesting credit, plus
(ii) an additional amount to be determined by the Board's actuary so that there is no cost to the plan in giving you the additional years of credited service, plus

(iii) the amount charged by the actuary for determining the amount you must contribute.

(b) Multiple requests to purchase credited service may be made at any time prior to retirement.

(c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.

(d) The maximum credit under this subsection shall be 5 years of credited service and shall count for all purposes, including vesting but shall not count for eligibility for not-in-line of duty disability benefits.

(e) In no event, however, may credited service be purchased pursuant to this subsection for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan.

(f) In addition to service as a firefighter in this state, credit may be purchased in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Division of State Fire Marshal, as provided under Chapter 633, Florida Statutes, or you provide proof to the board that such service is equivalent to the service required to meet the definition of a firefighter.

(2) "Buy-Back" for Military Service Prior to Employment. The years or fractional parts of years that you serve or have served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the Town Fire Department shall be added to your years of credited service provided that:

(a) You contribute to the plan a sum equal to:

(i) the amount that you would have contributed to the plan, based on your salary and the member contribution rate in effect at the time that the credited service is requested, had you been a member of the plan for the years or fractional parts of years for which you are requesting credit, plus

(ii) an additional amount to be determined by the Board's actuary so that there is no cost to the plan in giving you the additional years of credited service, plus

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(iii) the amount charged by the actuary for determining the amount you must contribute.

(b) Multiple requests to purchase credited service may be made at any time prior to retirement.

(c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.

(d) The maximum credit under this subsection shall be 4 years and shall count for all purposes except vesting and eligibility for not-in-line of duty disability benefits.

(3) Rollovers or Transfers of Funds to Purchase Service. In the event you are eligible to purchase additional credited service as provided above, you may be eligible to rollover or transfer funds from another retirement program in which you participate (traditional IRA, deferred compensation plan maintained by a government employer 457 plan, 401k plan, profit sharing plan, defined benefit plan, money purchase plan, annuity plan or tax sheltered annuity) in order to pay all or part of the cost of purchasing such additional credited service.

K. Contributions and Funding. The Town is paying the portion of the cost of the pension plan over and above your contributions and any amounts received from the state insurance rebates. You contribute 3% of your salary to the Fund. After September 7, 2004, your contributions will be excluded from your gross income for withholding purposes so you will realize income tax benefits.

L. Maximum Benefits. In no event will the annual benefits paid from this Plan exceed $200,000 annually, subject to certain cost of living adjustments and actuarial reductions, under certain circumstances, prior to age 62 as set forth in Section 415 of the Internal Revenue Code.

You cannot receive a benefit in excess of 100% of your average final compensation.

M. Forfeiture of Pension. If you are convicted of the certain crimes committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the Plan, except for the return of your contributions as of the date of your termination.

N. Conviction and Forfeiture: False, Misleading or Fraudulent Statements. It is unlawful for you to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

If you violate the previous paragraph, you commit a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for a violation described above, you or your beneficiary may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which you would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.
O. **Claims Procedure Before the Board.** You may request, in writing, that the Board review any claim for benefits under the Plan. The Board will review the case and enter a decision as it deems proper within not more than 180 days from the date of the receipt of such written request, or in the case of a disability claim, from receipt of a medical release and completed interrogatories. The time period may be extended if you agree to the extension.

The Board's decision on your claim will be contained in an order which will be in writing and will include:

1. The specific reasons for the Board's action;
2. A description of any additional information that the Board feels is necessary for you to perfect your claim;
3. An explanation of the review procedure next open to you which includes a formal evidentiary hearing.

4. **NON-FORFEITURE OF PENSION BENEFITS**

   A. **Liquidation of Pension Fund Assets.** In the event of repeal, or if contributions to the Fund are discontinued by the Town, there will be a full vesting of benefits accrued to date of repeal.

   B. **Interest of Members in Pension Fund.** At no time prior to the satisfaction of all liabilities under the Plan shall any assets of the Plan be used for any purpose other than for the Firefighters' exclusive benefit. In any event, your contributions to the Plan are non-forfeitable.

5. **VESTING OF BENEFITS**

   Your retirement benefits are vested after 5 years of credited service.

6. **APPLICABLE LAW**

   The Plan is governed by certain federal, state and local laws, including, but not limited to the following:

   A. Internal Revenue Code and amendments thereto.
   B. Chapter 175, *Florida Statutes*, "Municipal Firefighters' Retirement Trust Funds".
   D. Ordinances of the Town of Orange Park.
   E. Administrative rules and regulations adopted by the Board of Trustees.

7. **PLAN YEAR AND PLAN RECORDS**

   The Plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the Plan are maintained on the basis of the Plan year.
8. APPLICABLE PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS

The current collective bargaining agreement between the Town and the Firefighters contains no provisions which deal directly with pension benefits. However, pension benefits can be a bargainable issue.

9. FINANCIAL AND ACTUARIAL INFORMATION

A report of pertinent financial and actuarial information on the solvency and actuarial soundness of the Plan has been prepared by the Pension Plan's actuary, Foster & Foster, Inc., and is attached as Exhibit "B".

10. DIVORCE OR DISSOLUTION OF MARRIAGE

Federal and state law provides certain restrictions regarding the payment of your pension benefits in the event of your divorce or dissolution of marriage. Immediately upon your involvement in such a legal proceeding, you should provide a member of the Board of Trustees with the name and address of your attorney or your name and address if you have no attorney. The Board's attorney will then provide you or your attorney with information concerning the legal restrictions regarding your pension benefits. In addition, a copy of any proposed order must be submitted to the Board prior to entry by the court. Failure to do so may require you to pay any expenses incurred by the Board in correcting an improper court order.
EXHIBIT "A"

BOARD OF TRUSTEES

The names and addresses of the members of the Board of Trustees are:

Chairman: Jack Barrick
2025 Smith Street
Orange Park, FL 32073

Secretary: Justin Frisbee
2025 Smith Street
Orange Park, FL 32073

Member: Dennis Frick
2025 Smith Street
Orange Park, FL 32073

Member: Curtis Sewell
2025 Smith Street
Orange Park, FL 32073

Member: R. B. Juneau
2025 Smith Street
Orange Park, FL 32073