

CITY OF TAMPA FIREFIGHTERS AND POLICE OFFICERS PENSION CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ [print today's date] by and between the City of Tampa, a municipal corporation under the laws of the State of Florida (hereinafter referred to as "City" or party of the first part), and the below named firefighter or police officer (hereinafter referred to as "Employee" or party of the second part), for the purpose of providing retirement and other ancillary benefits to Employee in recognition of service with the City as a firefighter or police officer.

Name Printed: _____ Fire _____ or Police _____ ID #: _____

WITNESSETH:

WHEREAS, pursuant to the provisions of various Special Acts of the State of Florida and Ordinances of the City of Tampa, the City of Tampa is authorized and empowered to enter into a pension contract with each and every firefighter and police officer who is employed by the City of Tampa, who is authorized to join the City Pension Fund for Firefighters and Police Officers in the City of Tampa, which alternatively shall be known as the Tampa Fire & Police Pension Fund, and elects to do so, as follows:

SECTION 1. CREATION OF THE FUND.

There is hereby created a special fund to be known as the City Pension Fund for Firefighters and Police Officers in the City of Tampa, which alternatively shall be known as the Tampa Fire & Police Pension Fund (hereinafter referred to as the Fund); said Fund is to be used exclusively for the purpose provided for in this Act, which Fund shall be collected, administered, and disbursed according to the provisions of this Act.

SECTION 2. FUNDING REQUIREMENTS.

The said Fund shall consist of monies and properties derived from the following sources, which shall be set apart and placed to the credit of such Fund:

- (A) The monies and assets now deposited to the credit of and held by the Fund.
- (B) The annual required contribution from all sources shall be sufficient to fund the normal cost each year and the remaining unfunded past service cost over a period of thirty (30) years from the date of the most recent actuarial report received.
- (C) The employees covered under this contract and the City shall contribute, at a ratio of 1:1.33 or, alternatively, a ratio of 1:1.34 if paid quarterly, an amount sufficient to cover the annual required contribution less any monies received under Chapters 175 and 185, Fla. Stat. as agreed upon by mutual consent of the collective bargaining parties. The Board of Trustees (hereinafter referred to as the Board) may rely on written communication from the City of Tampa and the bargaining representatives as conclusive on the issue of mutual consent.
- (D) Commencing for earnings paid the first pay date after January 1, 2002, all mandatory employee contributions to the Fund shall be picked-up and paid by the City into the Fund immediately after each pay period. Such contributions, although designated as employee contributions, will be paid by the City in lieu of contributions by the employee. The contributions so assumed shall be treated as tax-deferred employer "pick-up" contributions pursuant to Section 414(h) of the Internal Revenue Code. Members shall not have the option of receiving the contributed amounts directly instead of having such contributions paid by the City to the Fund.
- (E) All monies and assets which shall be received by the Board for deposit to the credit of or for the account of the Fund from all other sources including the State of Florida.
- (F) No monies raised by taxation or otherwise provided for said Fund shall be used other than for the purposes of this Act.
- (G) To the extent that the City of Tampa provides for the payment of benefits otherwise payable by the Fund, but for the limits in Section 415 of the Internal Revenue Code, then there shall be a reduction in the amount of the City's contributions otherwise payable to the Fund by an amount equivalent to the amount of benefits provided for by the City of Tampa; provided, however, such amounts shall be included in the calculation of the City's contributions to the Fund pursuant to Section 2(B) of this contract.

SECTION 3. DEFINITIONS.

When used herein the following terms shall have the following meanings:

- (A) The term "employee" shall mean any member of the Fire or Police Department employed as a firefighter or police officer, and whose employment shall be regular and continuous and not of a temporary character.
- (B) The terms "firefighter" and "police officer" shall be synonymous with the term "employee" as defined above.
- (C) The term "member" shall mean an employee contributing or required to contribute to the Fund and entitled to participate in the benefits thereof upon the terms and conditions hereof.
- (D) The term "surviving spouse" shall mean the lawful wedded spouse of an active or retired participant of the Fund at the time of death. The member must have been married to the surviving spouse while an active member of the Fund, or in the case of a post-retirement marriage, have elected a reduced benefit under Section 9(C)(1), in order for a surviving spouse to be eligible for certain benefits from the Fund.
- (E) The term "earnings" shall mean total cash remuneration paid or otherwise payable in a pay period by the City to a firefighter or police officer for services rendered, including any payments required to be included within the definition of compensation pursuant to Chapters 175 and 185, Fla. Stat., but not including any payments for extra duty, as determined by the Board. Earnings shall also

include payments for overtime paid by the City to a firefighter or police officer up to a maximum of 300 hours of overtime per fiscal year.

(F) The term "actuary" shall mean a Fellow or Associate of the Society of Actuaries, or a firm employing such person, provided that such firm must be nationally recognized in the actuarial field and acceptable to the State Treasurers Office and to the Board.

(G) The term "actuarial report" shall mean a report prepared at least once every three years and in any year in which the average earnings of members increases more than two per centum (2%) of the average earnings the year before, and in any year in which the same shall be required by Chapters 175 and 185, Fla. Stat.; such study to be prepared by an actuary and accepted by the Board; determining the costs of all benefits provided for under this Act as a result of employment of members and former members, including a review of experience and a determination of a pension earnings increase factor or factors, and including determination of the effect of adjustments for expected cost-of-living index changes, based upon the data current as of the effective date of the report; and, based upon cost methods, factors, and assumptions consistent with actuarial soundness, and acceptable to the State of Florida as being consistent with the requirements of Chapters 175 and 185, Fla. Stat., as they may be from time to time amended.

(H) Wherever the term "he" or "him" appears herein, the same shall also include "she" or "her" when applicable.

(I) The term "primary beneficiary" shall mean the beneficiary or beneficiaries designated by the member to receive benefits payable, if any, in the event of the member's death.

(J) The term "contingent beneficiary" shall mean the beneficiary or beneficiaries designated to receive benefits payable, if any, in the event of the member's death and the primary beneficiary has predeceased the contingent beneficiary.

(K) The term "joint annuitant" shall mean the person designated by the employee to participate with the employee in one of the optional forms of benefits. The term "joint annuitant" does not apply to the definition of a spousal beneficiary in the option for normal retirement.

(L) The term "normal retirement" shall mean retirement after earning ten (10) years of creditable service and the attainment of age forty-six (46) or retirement after earning twenty (20) years of service, regardless of age, in both cases the member may begin to immediately draw benefits.

(M) The terms "creditable service" or "credited service" shall be as defined by state law in Chapters 175 and 185, Fla. Stat.

SECTION 4. MEMBERSHIP ELIGIBILITY.

Except as otherwise provided herein, before any person shall become a member of the Fund he or she shall:

(1) Be required to furnish a list of all of their medical providers and authorizations to obtain such medical records; and

(2) Pass a complete medical examination including, but not limited to, echocardiogram, functional examination of the back and neck, and any other specific diagnostic tests as determined by the Medical Board based upon the individual's risk factors, medical history, and physical examination.

Such medical records and medical examination also shall be utilized by the Board for purposes of establishing baseline medical conditions for reviewing any future claims for disability benefits.

SECTION 5. BOARD OF TRUSTEES.

The general administration and responsibility for the proper operation of the pension system and for making effective the provisions of this Act are hereby vested in a board consisting of nine persons, as follows:

(1) Three members of the City Administration other than firefighters or police officers to be appointed as hereinafter provided;

(2) Three members of the Fire Department to be elected as hereinafter provided; and

(3) Three members of the Police Department to be elected as hereinafter provided.

(A) The term of office of each trustee shall be three years.

(B) The appointive trustees shall be appointed by the Mayor.

(C) The elective trustees shall be elected in the following manner, to wit: by per capita vote of all members of each of said respective departments who come within the purview of this Act, both active and retired, at elections to be held at places designated by the Board, at which elections all qualified members entitled to vote shall be notified in person or in writing ten days in advance of said election. The candidate receiving the majority of votes for each office shall be declared elected and shall take office immediately upon commencement of the term of office for which he is elected or as soon thereafter as he shall qualify therefor. The Board shall meet, organize, and elect one trustee as chairperson, one trustee as vice chairperson, and one trustee as secretary annually.

(D) The trustees shall serve without compensation, but they may be reimbursed from the expense fund for all necessary expenses which they may actually expend through services on the Board.

(E) Each trustee shall, within ten (10) days after his appointment or election, take an oath of office before the City Clerk of said City, that so far as it devolves upon him, he will diligently and honestly administer the affairs of the said Board, and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the retirement system. Such oath shall be subscribed to by the member making it and certified by the said clerk and filed in his office.

(F) Each trustee shall be entitled to one vote on the Board. Five votes shall be necessary for a decision by the trustees at any meeting of the Board. The chairman shall have the right to one vote only.

(G) Subject to the limitations of this Act, the Board shall from time to time establish rules and regulations for the administration of funds created by this Act and for transaction of its business, including provisions for compulsory attendance of its members, which shall have the force of law.

(H) The Board shall appoint its administrator as the Clerk of the Board. It shall engage such actuarial and other services as shall be required to transact the business of the pension system. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the retirement system shall be paid at such rates and in such amounts as the Board shall agree, but in no case shall the expenditures for such services or operations exceed three per cent of the maximum of the Fund each fiscal year. All funds shall be disbursed by the Board. The Clerk of the Board shall be bonded in such amount, not less than five thousand dollars, as the Board shall determine. The premium for said bond is to be paid out of this Fund.

(I) Any trustee who neglects the duties of his office shall be removed by the Board.

SECTION 6. INVESTMENTS AND PAYMENTS.

Money shall be withdrawn from the Fund created by this Act only upon warrants executed by a majority of the Board. Monies needed for the meeting of the current obligations of said Fund may be deposited in a depository recognized by law for the deposit of funds of the State of Florida and upon the posting of similar security for that required for state deposits. The Board shall have exclusive charge of the investment of any surplus in said Fund not needed for the current obligations thereof; and said funds shall be managed by said Board and shall be invested by said Board in accordance with the following:

- (1) That the Board shall retain the services of one or more nationally recognized professional investment counselors.
- (2) That not less than once every six (6) months a written opinion shall be obtained from the investment counselor or counselors as to the overall condition and composition of the investment portfolio.
- (3) That the portfolio, representing the principal or surplus funds of the Fund may be invested in the following securities or other property, real or personal, including, but without being limited to, bonds, notes, or other evidences of indebtedness issued, or assumed or guaranteed in whole or in part by the United States or any of its agencies or instrumentalities; or by any foreign government or political subdivisions or agencies thereof; or by the State of Florida, or by any county, city, school district, municipal corporation, or other political subdivision of the State of Florida, both general and revenue obligations; in mortgages and other interests in realty; or in such corporation bonds, notes, or other evidences of indebtedness, and corporation stocks including common and preferred stocks, of any corporation created or existing under the laws of the United States or any of the states of the United States, or of any foreign government or political subdivisions or agencies thereof, provided that in making each and all of such investments the Board shall exercise the judgment and care under the circumstances then prevailing which men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income therefrom as well as probable safety of their capital; provided, however, that not more than sixty-five per centum (65%) of said Fund, based on the total book value of all investments held, shall be invested at any given time in common stocks, and that not more than five per centum (5%) of said Fund shall be invested at any given time in the preferred and common, or either, stock of any one corporation and its affiliates and that not more than twenty-five per centum (25%) of said Fund, based on the total market value of all investments held, shall be invested at any given time in the bonds, notes, or other evidences of indebtedness of any foreign government or political subdivisions or agencies thereof or corporations created or existing under the laws thereof. The investment cap on foreign securities may not be revised, amended, increased, or repealed except as provided by general law.

SECTION 7. BENEFITS, PENSIONS TO MEMBERS.

The Board shall upon its application retire:

(A) Any member of the Fund having an aggregate of ten (10) years of service as defined in Section 17 in said departments, and having reached the age of 46 years, who then shall receive in monthly installments a pension equal to 31.5 percent of the member's average earnings for the three (3) highest years within the last 10 years of service for a period of ten (10) years certain and life. For each additional year of such service after 10 years, a member shall receive 3.15 percent of average earnings, not to exceed a total pension of 100 percent of said average earnings for a period of ten (10) years certain and life. After 10 years of service as defined in Section 17, this pension right shall be a vested right with the payment thereof to begin upon the employee's separation from the service or the employee's reaching the age of 46 years, whichever occurs later, so that an employee having 10 or more years of such service who resigns, retires, or is otherwise separated from the service prior to reaching the age of 46 years may elect to allow his contributions to remain in the Fund and upon reaching the age of 46 years shall be entitled to commence receiving a pension based upon his service as herein provided, and should such employee die before reaching 46 years of age, then at the time that decedent would have reached 46 years of age the surviving spouse shall receive such benefit as the surviving spouse would have received under subparagraph 9(C) if the employee had died while receiving a pension.

(B) Any member who in the service has received or shall receive within or without the city any injuries, disease, or disability, which injury, disease, or disability now permanently incapacitates him physically or mentally from regular and continuous duty as a firefighter or police officer, then he shall receive in equal monthly installments an amount equal to 65% of monthly salary plus 1/12 of any other earnings received within one year prior to the date of disability retirement, as determined by the Board, for a period of ten (10) years certain and life.

(C) Any member of the Fund who has completed ten (10) years of creditable service and becomes permanently incapacitated, physically or mentally, from regular and continuous service as a firefighter or police officer as a result of any injury, disease, or disability which is not incurred in the service of the City, shall receive in equal monthly installments for a period of ten (10) years certain and life an amount determined as of the date of disability retirement, as determined by the Board, equal to the greater of:

(1) 2% of his average earnings for each year of service with a minimum of 25% and a maximum of 50% of average earnings if he is not eligible for normal retirement; or

(2) the accrued benefit under Section 7(A) based upon years of service and average earnings if he is eligible for normal retirement.

(D) Notwithstanding the foregoing, any member of this Fund having an aggregate of 20 years of credited service as a firefighter or police officer in said departments in this Fund may elect to enter into the Deferred Retirement Option Program (DROP), or, if the member separates from the service as a firefighter or police officer, may elect to commence immediate receipt of benefits regardless of age.

(E) In lieu of the amount and form of pension payable as provided in Section 7(A), Section 7(B) or Section 7(C) of this contract, a member, upon written request to the Board and subject to the approval of the Board, may elect to receive a pension of equivalent actuarial value payable in accordance with one of the following options:

(1) A pension of a larger monthly amount, payable to the member for his lifetime only;

(2) A pension of a modified monthly amount, payable to the member during the joint lifetime of the member and a joint annuitant designated by the member, and following the death of either of them, 100 percent, 75 percent, 66 2/3 percent, or 50 percent of such monthly amounts payable to the survivor for the lifetime of the survivor;

(3) Such other amount and form of pension as, in the opinion of the Board, will best meet the circumstances of the retiring member.

No member may make any change in his retirement option after the date of cashing or depositing the first pension check.

(F) Upon electing one of the optional forms of pension income, the member shall designate the joint annuitant or beneficiary to receive the benefit, if any, payable under this Fund in the event of the member's death, and the member will have the power to change such designation from time to time, but any such change shall be deemed a new election and will be subject to approval by the Board. Such designation will name a joint annuitant or one or more primary beneficiaries where applicable. If a member has elected an option with a joint annuitant or beneficiary, and his pension has commenced, the member may thereafter change the designated joint annuitant or beneficiary, but only if the Board consents thereto. The consent of the member's joint annuitant or beneficiary to any such change shall not be required. The Board may request such evidence of the good health of the joint annuitant that is being removed as it may require, and the amount of the pension payable to the member upon designation of a new joint annuitant shall be actuarially redetermined taking into account the age and sex of the former joint annuitant, the new joint annuitant, and the member. Each such designation shall be made in writing on a form prescribed by the Board and filed with the Board. In the event that no designated beneficiary survives the member, such benefits as are payable in the event of the member's death subsequent to his retirement shall be paid to the member's estate. Pension payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

(1) If a member dies prior to retirement, benefits, if any, will be payable in accordance with Section 8 or 9 of this contract;

(2) If the joint annuitant dies before the member's retirement, the option elected will be cancelled automatically and a pension as provided for pursuant to Section 7(A), Section 7(B), or Section 7(C) of this contract will be payable to the member upon retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this section or a new joint annuitant is designated by the member prior to retirement;

(3) If both the retired member and the beneficiary designated by the member die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum to the member's estate;

(4) If a member continues to work beyond his normal retirement date pursuant to the provisions of this section, and dies from causes not attributable to active duties prior to actual retirement and separation from service, while a monthly retirement benefit option has been elected by the member, monthly pension payments will be made, under the selected option to a beneficiary designated by the member in the amount computed as if the member had retired under the option on the date on which death occurred.

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(1) Each member may designate in writing to the Board, on a form prescribed by the Board, a choice of one or more persons, named sequentially or jointly, as his beneficiary to receive the benefit payable pursuant to Section 8(F) or Section 9(E), if any, which may be payable in the event of the member's death; and each designation may be revoked by the member by signing and filing in writing with the Board a new designation of beneficiary form.

(2) A retired member may change his designation of joint annuitant only twice without the approval of the Board.

(3) If no beneficiary is named in the manner herein provided, death benefits shall be paid pursuant to the applicable provision in Section 8 or Section 9. If there are no persons eligible for benefits pursuant to Section 8 or Section 9, and if no beneficiary designated by the member survives the member, the death benefit, if any, which may be payable under this contract with respect to such deceased member shall be paid by the Board to the estate of such deceased member, provided that the Board, in its discretion, may direct that the commuted value of the remaining monthly pension payments be paid in a lump sum. Any payment made to any person pursuant to this subsection shall operate as a complete discharge of all obligations under this contract with regard to the deceased member and any other persons with rights under this contract and shall not be subject to review by anyone, but shall be final, binding, and conclusive on all persons ever interested hereunder.

(H) Reserved for future use.

(I) The Board shall make such rules as are necessary for the effective and efficient administration of Sections 7, 8, and 9, provided that such rules are not inconsistent with the terms of any collective bargaining agreement entered into by the City and the certified bargaining agents for firefighters and police officers. Notwithstanding any other provision of this section to the contrary, any provision of this section shall be construed and administered in such manner that the Fund will qualify as a qualified governmental pension plan under existing or hereafter enacted provisions of the Internal Revenue Code of the United States, and the Board may adopt any rule to accomplish the purpose of this section as is necessary to retain tax qualification, which rules shall have the force of law and shall be considered part of this contract.

(J) The minimum monthly pension for any retired member or surviving spouse shall be 100 percent of the amount of the poverty level for an individual member or a member with a family of two, as the case may be, as established annually by the Federal Bureau of Labor and Statistics and published in the Federal Register.

SECTION 8. DUTY-RELATED DEATH BENEFITS.

If any member of either department shall lose his life or later die from injuries or causes occurring while in the discharge of his duties, and shall leave a surviving spouse, or child or children under the age of eighteen (18) years, or age twenty-three (23) if a full-time student, the Board shall authorize and direct payment of a pension to the surviving spouse and/or child or children, but only in the following amounts and on the following conditions:

(A) To the surviving spouse in equal monthly installments an amount equal to one hundred per centum (100%) of the member's final year's earnings, computed from date of death, until death, less any benefits provided under paragraph (B) of this section, so that total benefits paid do not exceed one hundred per centum (100%) of the member's final year's earnings. For the surviving spouse of a firefighter or police officer killed in the line of duty prior to October 1, 1969, the minimum benefit under this section shall be \$1,500 per month (Base plus COLA).

(B) For each child until he or she shall have reached the age of eighteen (18) years, or age twenty-three (23) if a full-time student, in equal monthly installments an amount equal to fifteen per centum (15%) of the final year's earnings, computed from date of death, subject to a limitation of a total of one hundred per centum (100%) of final yearly earnings for surviving spouse and children combined.

Equal monthly installments paid to the child or children in the aggregate shall not exceed thirty per centum (30%) of the member's final earnings, and the fifteen per centum (15%) per child shall be adjusted in the event of more than two (2) children. Monthly installment amounts paid to the child or children shall reduce the surviving spouse monthly installments by the same amount paid to the child or children so that the total combined annual benefits of the surviving spouse and the child or children do not exceed one hundred per centum (100%) of the member's final year's earnings. Children's pensions shall terminate at the earliest of death, marriage, reaching age eighteen (18), or reaching age twenty-three (23) if a full-time student. Adopted children shall participate. Pension payments no longer paid to the child or children shall be paid to the surviving spouse.

(C) Upon death of the surviving spouse, the fifteen per centum (15%) child allowance shall be increased to thirty per centum (30%) for each child, and shall be paid in trust to eligible children, not to exceed a total of sixty per centum (60%) of member's final earnings.

(D) The trusteeship and disbursement of the pension to any child or children is to be determined by the Board.

(E) No pension shall be allowed to any stepchild or stepchildren of a deceased member.

(F) In the absence of an eligible surviving spouse or minor children, to the extent required by the Florida Statutes in the event of the death of a member prior to retirement, the member's designated beneficiary shall be entitled to the benefits otherwise payable to the member at normal retirement age for ten (10) years certain.

SECTION 9. NON-DUTY-RELATED DEATH BENEFITS.

To the surviving spouse (until death or remarriage) and child or children (under the age of eighteen (18) years) of any member who dies from causes not attributed to his active duties in the departments or who is retired, provided, however, that such member shall have been a member of such department for ten (10) years prior to the date of his death, the Board shall authorize and direct payment in equal monthly installments as follows:

(A) To the surviving spouse in equal monthly installments of sixty-five per centum (65%) of the service retirement pension earned by the member at date of death.

(B) In the case of a member who dies from causes not attributed to active duties in the department or who is retired, each child shall receive in equal monthly installments an amount equal to seven and one-half per centum (7½ %) of the final year's earnings, computed from date of death, subject to a limitation on the combined payments to children equal to fifteen per centum (15%) of final year's earnings. Children's pensions shall terminate at the earliest of death or marriage as well as reaching age eighteen (18). Adopted children shall participate. Upon death of the surviving spouse, the seven and one-half per centum (7½%) child allowance shall be increased to fifteen per centum (15%) for each child, and shall be paid in trust to eligible children, not to exceed a total of thirty per centum (30%) of member's final earnings. The trusteeship and disbursement of the pension to any child or children is to be determined by the Board.

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(a) Members (i) who have been retired for less than forty (40) years as of October 1, 2011, (ii) who retired or entered DROP prior to October 1, 2002, and (iii) who married or remarried after the date of the member's retirement may elect prospectively to receive a voluntarily reduced retirement benefit payable to the surviving spouse. The amount of the surviving spouse's benefit will be based on the actuarial equivalence calculated by the Fund's actuary, and such benefit shall not result in any additional cost to the Fund or to the plan sponsor than would have been incurred if the member had not elected such benefit under this paragraph. Said actuarial calculation shall be paid for by the retired member.

(b) The election under subparagraph (a) is available only if (i) the spouse is not more than twenty (20) years younger than the married or remarried member, (ii) the marriage or remarriage occurred at least three (3) years prior to the member's said election, and (iii) the electing member is restricted to exercising this provision for a maximum of two remarriages after retirement.

(D) No pension shall be allowed to any stepchild or stepchildren of a deceased member.

(E) In the absence of an eligible surviving spouse or minor children, to the extent required by the Florida Statutes, in the event of the death of a vested member prior to retirement, the member's designated beneficiary shall be entitled to the benefits otherwise payable to the member at normal retirement age for ten (10) years certain.

(F) In the event a retired firefighter or police officer dies after retirement but before he or she has received retirement benefits for a period of ten (10) years, the same monthly benefit will be paid to the eligible surviving spouse, or if there is no eligible surviving spouse, to the beneficiary as designated by the member for the balance of such ten (10) year period.

SECTION 10. MANDATORY MEMBERSHIP; EXCEPTIONS.

Membership in the Fund is a mandatory condition of employment, apart from those exceptions permitted in accordance with Sections 175.032(11)(a) and 185.02(16), Fla. Stat., where membership would be optional.

SECTION 11. RESERVED FOR FUTURE USE.

SECTION 12. CONTRACT.

Each Fund member and the City is hereby authorized, empowered, and directed to execute a contract as provided for herein in triplicate, one copy to be retained by the City, one copy to be retained by the Board, and the other copy to be delivered to the said employee joining in said contract, and shall thereafter be and remain a contract binding upon the said City and the employee, and enforceable in any Court in the State of Florida having jurisdiction of actions upon contracts in like amount, and by such relief, ordinary or extraordinary, at law, or in equity as may be suitable or appropriate in similar cases.

SECTION 13. MEDICAL BOARD.

The Board shall designate a Medical Board to be composed of three physicians who shall arrange for and pass upon all medical examinations required under the provisions of this Act, shall investigate all essential statements or certificates made by or on behalf of a member in connection with an application for disability or retirement, and shall report in writing to the Board its conclusions and recommendations upon all matters referred to it. The payment for such services shall be determined by the Board.

SECTION 14. REVIEW OF BOARD DECISIONS.

Judicial review of Board decisions shall be in accordance with state law applicable to quasi-judicial decisions of municipal boards.

SECTION 15. NON-EFFECT OF DISMISSAL FROM THE DEPARTMENT.

Members entitled to a pension shall not forfeit the same upon dismissal from the department but shall be retired as herein described. This section does not apply in the case of a forfeiture under Section 112.3173, Fla. Stat.

SECTION 16. DISABILITY REEVALUATION; REINSTATEMENT OF DISABLED MEMBERS.

Disability retirees need not be reevaluated after attaining age forty-six (46). If the City, in its sole discretion, reemploys a disability retiree in a position covered by this Fund, the reemployed member may elect to acquire credited service for the period of disability by paying into the Fund the contributions which would have been made by the member had that member not been retired on disability. In that event, the City shall make the corresponding employer contribution.

SECTION 17. COMPUTATION OF PENSION SERVICE AND PURCHASE OF PAST CREDITED SERVICE.

(A) In computing service allowance, creditable service shall include all service or employment of the member in the Fire or Police Department, either continuous or interrupted, provided, however, that any leave of absence without pay shall not be included. Credited service shall include credit for up to five (5) years of the time spent in the military service of the Armed Forces of the United States if the member is in the active employ of the City of Tampa immediately prior to such service and leaves a permanent, full-time position as a firefighter or police officer with the City of Tampa for the purpose of voluntary or involuntary service in the Armed Forces of the United States. The member must be entitled to re-employment under the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA). In order to be eligible for the benefits of this section, a member must return to employment as a firefighter or a police officer of the City of Tampa within one (1) year from the date of release of such active service. Pension contributions shall not be required for military service as described in this section, unless permitted by the Florida Statutes. The provision of this section shall not apply to temporary service for reserve training. Any member who, in order to perform such active military service, has left his employment in the Police or Fire Departments of the City of Tampa and (a) who received a certificate of honorable discharge upon completion of such active military service, (b) is still qualified to perform the duties of such position, (c) makes or shall have made application for reemployment within thirty (30) days after he is released from active military service, shall be restored by the Police or Fire Department of the City of Tampa to such position or a position of like seniority, status and pay. In the case of conflict between this section and any veteran's reemployment law, that reemployment law shall control.

(B) Immediately upon the passage of this Act, the Board shall at once establish the service record of all employees who may be entitled to participate in the benefits of this Act and shall keep a record thereof.

(C) A member who has separated from service as a firefighter or police officer and who has taken a refund of his pension contributions, who is later readmitted to the Fund, shall have the option of purchasing past creditable service.

(1) The readmitted member shall make the election in writing to purchase past creditable service on a form prescribed by the Board within 90 days of readmission, which election shall be legally binding.

(2) The readmitted member who elects to purchase past creditable service shall repay the withdrawn contributions with interest at the actuarially assumed rate of return of the Fund within 90 days of the later of, readmission or receipt of written notification from the Board of the amount due. Interest shall be calculated from the date of withdrawal to the date of repayment at the actuarially assumed rate of return of the Fund.

(3) A member who fails to pay withdrawn contributions with interest as provided in this subsection within 90 days of the later of, readmission or receipt of written notification from the Board of the amount due shall not receive creditable service for the period of time for which the withdrawn contributions apply.

(D) All active police officer or firefighter members shall be permitted to purchase up to an additional five (5) years of credited service based upon (i) service as a full-time certified firefighter or certified police officer employed by a city, county, state, federal, or other public agency, or (ii) military service in the Armed Forces of the United States. Temporary, auxiliary, reserve, volunteer, or private agency service shall not apply. Service credit purchased under the provisions of this section shall not count for vesting purposes.

(1) Prior service shall not be granted until the member has paid to the Fund the actuarial cost of the service purchased, as determined by the actuary for the Fund. Said actuarial calculation shall be paid for by the member. Members purchasing service credit shall provide the Board with proof of prior service with honorable separation. No service credit may be purchased if the member is receiving or will receive any other retirement benefit based on this service, except in the case of a military pension.

(2) The contribution by the member of the actuarially determined cost of the buyback may be made in one lump sum or may be made by payroll deductions in installments for a period of time which shall not exceed the number of years being purchased. A member electing to make installment payments shall be charged interest based on the actuarially assumed rate of return for the Fund. A member making installment payments shall complete all required payments prior to payment of any benefit under this section.

(3) A member who terminates service prior to vesting in the Fund shall be entitled to a refund, without interest, of all money paid to buy back prior military, firefighter, or police officer service.

SECTION 18. EXEMPTION FROM CLAIMS OF CREDITORS.

No pension provided for herein shall be assignable, subject to execution, or subject to garnishment for debt or for other legal process. This provision does not apply to domestic relations orders relating to alimony and child support under Chapter 61, Fla. Stat., or as authorized by Section 112.3713, Fla. Stat., or as authorized by federal law. The Fund is not authorized by State law to honor qualified domestic relations orders or domestic relations orders relating to equitable distribution which require direct payment from the Fund to a former spouse.

SECTION 19. DURATION OF MEMBER'S PENSION.

Pensions granted to retired members shall be paid to them for life and shall not be revoked nor in any way diminished except as provided in

this Act, and the payments of the member to this Fund shall cease upon his retirement and acceptance of a pension.

SECTION 20. CONTINUATION OF BENEFITS.

The Board shall direct that there be included in the pension list, and be subject to the benefits of this Act, all pensions now being paid by the Fund to surviving spouses, children, and retired members of the Fire and Police Departments who are now drawing a pension from said Fund or may be hereafter entitled thereto, but not to exceed the maximum provided by this Act, and are hereby directed to pay said pensions.

SECTION 21. CORRECTION OF ERRORS; BOARD INVESTIGATION.

The Board shall have the power to examine into the facts upon which any pension shall have heretofore been granted under any prior or existing law, or shall hereafter be granted under this Act, and ascertain if any pension has been granted or obtained erroneously, fraudulently, or illegally for any reason. Said Board is empowered to purge the pension rolls of any person heretofore granted a pension under prior or existing law, or hereafter granted under this Act, if the same is found to be erroneous, fraudulent, or illegal for any reason; and to reclassify any pensioner who has heretofore under any prior or existing law, or who shall hereafter under this Act, be erroneously, improperly, or illegally classified.

SECTION 22. RETURN OF MEMBER CONTRIBUTIONS.

Whenever any member in the service of either the Fire or Police Department shall sever his connection with such department, either voluntarily or by lawful discharge, all rights under this Act shall thereupon cease automatically unless at the time of such discharge or voluntary retirement such member has qualified under the terms of this Act for a pension as herein provided. Upon severance prior to qualifying for retirement, a member shall receive a refund of contributions without interest provided, that a member may voluntarily leave his contributions in the Fund for a period of five (5) years after terminating employment with the Fire or Police Department, pending the possibility of being rehired by the same department without losing credit for the time he has participated actively as a firefighter or police officer. If the member is not re-employed as a firefighter or police officer, with the same department, within five (5) years after terminating such employment, his contributions shall be returned without interest. In the event of the death of a member who is not vested, the member's designated beneficiary shall receive a return of the member's contributions without interest. In the event that the member has not designated a beneficiary, the member's estate shall be deemed the designated beneficiary.

SECTION 23. COST OF LIVING ADJUSTMENTS (COLAS).

(1) Commencing September 30, 1970, the size of the Fund, excluding the 13th check account, determined on a market value basis, shall be compared with the amount that would have been in the Fund, excluding the 13th check account, had the Fund, excluding the 13th check account, earned 5 percent, inclusive of realized and unrealized capital gains and losses, compounded annually from October 1, 1969. If on any September 30, the actual fund, excluding the 13th check account, exceeds the 5 percent accumulation, the excess will be known as the Post Retirement Adjustment Account (hereinafter referred to as PRAA), provided that for this purpose the 5 percent accumulation will not be reduced by any post-retirement benefit adjustment payments.

(2) Commencing January 1, 1980, and on each January 1 thereafter, installments due in the following twelve months to members and beneficiaries covered under this contract shall be increased or decreased by (a) below, but shall not be increased by more than (b) below:

(a) The increase or decrease since the preceding January 1, in the ratio of the current average cost-of-living index to the average cost-of-living index determined as the later of October 1, 1978, and the October 1 immediately preceding the date such installments commenced, rounded off to the nearest whole per centum.

(b) The increase which can be applied and continued for remaining installments, by using the excess, if any, on the preceding September 30 of the PRAA over the value of previous cumulative adjustments if continued for remaining installments, all as determined by the actuary.

(c) Provided that the effect of such cumulative adjustments shall not be such as to reduce installment payments below the rate at which they would have been paid if no such adjustments had ever been made.

(d) The "average cost-of-living index" shall be ascertained each year; determined as the average of the immediately preceding 24 monthly consumer price index figures, relative to the United States as a whole, known as The Consumer Price Index for All Urban Consumers (CPI-U), (1982-84 = 100 Basis), most recently issued as of such date by the Bureau of Labor Statistics. Should the base point or basis of the monthly Consumer Price Index be revised by the Bureau of Labor Statistics, this term shall mean the published average as adjusted by the Board with advice from the actuary so as to maintain consistency in index figures for purposes of this Fund.

(3) If a member elects to commence receipt of subparagraph 7(A) benefits after 20 years of service immediately upon separation from service as provided in subparagraph 7(D) or to enter into the Deferred Retirement Option Program (DROP) and prior to reaching the age of 46 years, adjustments provided for in this section shall commence on January 1 immediately following the October 1 on or before which the member separates from service as a firefighter or police officer in the fire department or police department, respectively, or enters the DROP.

(4) Only benefits paid by this Fund shall be subject to COLAs as provided herein.

SECTION 24. MAXIMUM BENEFIT PAYMENT.

(A) In the event that the provisions of the federal Internal Revenue Code operate to limit the benefit amount that the member or the member's survivors would otherwise be eligible to receive pursuant to this contract, then the member or the member's survivors shall not receive from the Fund retirement benefits in an amount in excess of the limits provided by the federal Internal Revenue Code or in an amount that would cause the Fund to lose its federal income tax-exempt status.

(B) In order to maintain the tax-exempt status of the Fund, said Fund shall not be required to pay benefits in excess of the appropriate limits established by Section 415 of the Internal Revenue Code (26 USC Section 415), nor shall said Fund be required to pay any benefits which would jeopardize its tax-exempt status.

(C) Should the benefits otherwise payable pursuant to this contract by the Fund be limited pursuant to Section 415 of

the Internal Revenue Code, then the City of Tampa shall provide for payment of those benefits in excess of the limits in Section 415 of the Internal Revenue Code.

(D) Notwithstanding any other provision of this contract to the contrary, any provision of this contract shall be construed and administered in such manner that this Fund will qualify as a qualified governmental pension plan under existing or hereafter enacted provisions of the Internal Revenue Code of the United States, and the Board may adopt any rule necessary to retain tax qualification, which rules shall have the force of law and shall be considered part of this contract.

SECTION 25. COMPLIANCE WITH STATE LAW AND INTERNAL REVENUE CODE.

(A) To the extent that any provision of this contract is in conflict with Sections 112.60-112.67, Fla. Stat., or other provisions of the Florida Statutes made applicable to the Fund, excluding Chapters 175 and 185, Fla. Stat., those provisions of the Florida Statutes shall prevail.

(B) To the extent that any provision of this contract would result in the loss of the tax-exempt status of the Fund, such contractual provision shall be null and void.

(C) To the extent a future amendment to state law requires a change to this contract to maintain compliance, such change may be made by local ordinance.

SECTION 26. DEFERRED RETIREMENT OPTION PROGRAM (DROP).

Notwithstanding any other provisions of this contract, and subject to the provisions of this section, the Deferred Retirement Option Program, hereinafter referred to as the DROP, is an option under which an eligible member may elect to have the member's pension benefits calculated as of a certain date prior to retirement and accumulate benefits plus the investment return pursuant to this section during the DROP calculation period. Participation in the DROP does not guarantee employment for the DROP calculation period, as defined in this section.

(A) Eligibility - In order to be eligible for the DROP option, the member must meet the following eligibility criteria:

(1) The member must have attained at least 20 years of service but no more than 33 years of service at the time the member files an election under this section. The service must be as a firefighter or police officer in the fire department or the police department, respectively, or a combination thereof. A member is eligible for accumulations pursuant to the DROP for the lesser of eight (8) years, or the difference between 33 years of service and the member's service as of the effective date of the member's DROP election.

(a) Members participating in the DROP and who have not completed five (5) years in the program and have not completed 30 years of service on the date this act becomes a law, will be eligible for accumulations pursuant to the DROP for the lesser of eight (8) years, or the difference between 33 years of service and the member's service as of the effective date of the member's DROP election.

(2) The member must meet all eligibility requirements for pension benefits, other than separation from service as a firefighter or police officer in the fire department or police department, respectively.

(3) Upon electing to participate in the DROP, the member shall submit on forms required by the City and the Board:

(a) An irrevocable written election to participate in the DROP, specifying a DROP benefit calculation date. This DROP benefit calculation date is used to determine the DROP calculation period, which commences on the DROP benefit calculation date and ends on the earlier of (i) the last day of DROP eligibility as determined under paragraph (1) or (ii) the member's separation from service or death;

(b) An irrevocable notice of employment termination to take effect upon the expiration of the DROP calculation period; provided that a DROP participant shall not be precluded from voluntarily terminating employment with the City as a firefighter or police officer before the expiration of the DROP calculation period, nor shall the City be precluded from terminating such DROP participant's employment as applicable due to disciplinary action, layoff, or other separation in accordance with the applicable collective bargaining agreement, civil service law, or other applicable law;

(c) A properly completed application for longevity retirement benefits to be calculated pursuant to subparagraph 7(A) or subparagraph 7(D) as of the DROP benefit calculation date; and

(d) Any other information required by the Board.

(4) A member may only make one DROP election during the member's lifetime.

(B) Status - For pension purposes only:

(1) During the DROP calculation period, there shall be no pension contribution deductions made from the earnings, wages, salary, or compensation earned by the DROP participant.

(2) Upon entry into the DROP, a DROP participant shall no longer be entitled to disability benefits pursuant to subparagraph 7(B) or subparagraph 7(C).

(3) Death benefits under the DROP - Upon the death of a DROP participant, the named beneficiary or beneficiaries shall be entitled to receive the benefits accumulated during the DROP calculation period as of the date of death. After the death of such DROP participant, pension benefits shall be paid as required by Section 9, provided however that a surviving spouse who was not married to the member during some period of the member's employment as a firefighter or police officer prior to the date of the member's entry into the DROP shall not be entitled to Section 9 benefits. Eligibility to participate in the DROP terminates upon the death of such DROP participant.

(4) A DROP participant shall not be eligible to be elected as a member of the Board.

(5) During DROP participation, a DROP participant shall be entitled to the 13th check benefit pursuant to Section 27.

(C) Benefits under the DROP -

(1) Effective with the DROP benefit calculation date, a DROP participant's monthly pension installments calculated pursuant to Section 7, including creditable service, such participant's average earnings, and the effective date of retirement shall be fixed.

(2) The DROP accumulation shall be calculated as follows:

- (a) The amount of the monthly installments to which the member would have been entitled to receive from the DROP benefit calculation date to the end of the member's DROP calculation period.
- (b) The amount of any COLAs pursuant to Section 23 during the DROP benefit calculation period.
- (c) Interest accumulation as set forth in this section.
- (d) The amount of the 13th check pursuant to Section 27.
- (3) At the conclusion of the member's DROP benefit calculation period, the Board shall distribute the member's benefits, subject to the following provisions:
 - (a) The Board shall receive verification by the City that such DROP participant's employment as a firefighter or police officer with the fire department or police department, respectively, has terminated.
 - (b) A terminated DROP participant or, if deceased, such participant's named beneficiary or beneficiaries, shall elect on forms provided by the Board to receive the DROP benefits in accordance with one of the options provided in subparagraph 26(E)(1). Once a DROP participant commences distribution under a payment method (or receives a lump sum), no further interest shall be payable to the DROP participant. For a DROP participant or beneficiary who fails to elect a method of payment within 60 days of termination of DROP participation, the Board will pay a lump sum as provided hereafter.
- (D) **Interest and Administrative Costs** - Interest shall accumulate annually, whether positive or negative, during the DROP calculation period, less the cost of administering the DROP, all of which shall be determined by the Board. A DROP participant shall have the opportunity to elect, as provided in this subsection, an investment option to be applied to such DROP participant's account for the fiscal year when entering the DROP and for each subsequent fiscal year. In such election, the DROP participant shall choose to have interest accumulate annually, whether positive or negative, at either (i) a rate reflecting the Fund's net investment performance, as determined by the Board, or (ii) a rate reflecting a low-risk variable rate selected annually by the Board in its sole discretion. Each election must be made at such time, on such forms, and in such manner as the Board may determine in its sole discretion. If the DROP participant fails to make a valid election upon entering the DROP, the Fund interest rate shall be applied as provided herein. If the DROP participant fails to make a valid election in a subsequent fiscal year, the election for the then-current fiscal year shall be applied.
- (E) **Payment -**
 - (1) Upon termination of employment with the City as a firefighter or police officer in the fire department or police department, respectively, the accumulated DROP benefits at the option of the terminated DROP participant, or if deceased, such participant's designated beneficiary, shall be distributed to the extent allowed by law by rollover to another qualified plan, as a lump sum payment, as a combination of both, or in such other forms as provided by rules and regulations adopted by the Board, provided that such distribution may be adjusted by the Board to maintain Internal Revenue Code qualification of the Fund.
 - (2) If a DROP participant dies during the DROP calculation period, or on or before the DROP participant's full DROP accumulation is distributed, any remaining DROP accumulation shall be distributed to the DROP participant's designated beneficiary, or, if there is no surviving designated beneficiary, to the participant's spouse, or if there is no surviving designated beneficiary and no surviving spouse, to the participant's estate. Any such payment shall be made in a lump sum payment, unless the participant had already commenced benefit payment of their DROP accumulation in an optional plan. In such an event, benefits shall continue to be paid pursuant to the optional benefit form selected.
 - (3) The form of distribution elected by a DROP participant or surviving beneficiary must comply with the applicable requirements of the Internal Revenue Code.
 - (4) A DROP participant who is involuntarily discharged who seeks review of such discharge shall not be entitled to receipt of pension benefits or benefits accumulation while in the DROP until it has been determined that the discharge was lawful, or at the expiration of DROP participation provided in subparagraph 26(A)(1), whichever is first.
 - (5) The accumulated benefits of any DROP participant, including any interest thereon, shall not be subject to assignment, garnishment, execution, attachment, or to any legal process whatsoever, except as provided in Section 18 of this contract.
 - (6) Upon termination from employment with the City as a firefighter or police officer in the fire department or police department, respectively, the monthly pension installments pursuant to Section 7 and the COLAs pursuant to Section 23, shall be paid to the member, and upon death of the member, monthly pension installments shall be paid pursuant to Section 9 with COLAs pursuant to Section 23.
- (F) **Conflict of Laws** - To the extent that any provision of this section is in conflict with Sections 112.60-112.67, Fla. Stat., or those provisions of Chapters 175 and 185, Fla. Stat., that apply to local law plans established by municipal ordinance or special act, or provisions of Florida Statutes made applicable to pension funds established by special act, or to the extent that any provision of this section would result in the loss of tax-exempt status of the Fund, the Board is hereby delegated the authority to adopt by rule changes to this section in order to comply with said laws, which shall have the force of law and shall be considered part of this contract.
- (G) **Administration of Program** - The Board shall make such rules as are necessary for the effective and efficient administration of this section, provided that such rules are not inconsistent with the terms of any collective bargaining agreement entered into by the City and the certified bargaining agents for firefighters and police officers concerning the DROP. The Board shall not be required to advise members of the federal tax consequences of an election related to the DROP but may advise members to seek independent advice. Notwithstanding any other provision of this section to the contrary, any provision of this section shall be construed and administered in such manner that such program will qualify as a qualified governmental pension plan under existing or hereafter enacted provisions of the Internal Revenue Code of the United States, and the Board may adopt any rule necessary to accomplish the purpose of this section as is necessary to retain tax qualification, which rule shall have the force of law and shall be considered part of this contract.

SECTION 27. 13TH CHECK PROGRAM.

Notwithstanding any other provisions of this contract, and subject to the provisions of this section, the 13th Check Program is a program which authorizes the Board to establish and make a supplemental pension distribution, pursuant to the following terms and conditions:

(A) **Eligibility** - The following persons shall be eligible for the supplemental pension distribution payable no later than June 30, 2002, and each June 30 annually thereafter:

(1) All retired members who have terminated employment as a firefighter or police officer in the fire department or police department, respectively, who, on the October 1 immediately preceding the June 30 by which distributions are to be made, were eligible to receive pension benefits for at least one (1) year. For purposes of this section only, a DROP participant shall be considered a retired member, and, during the DROP calculation period, a DROP participant shall be eligible for the 13th check benefit, provided that, on the October 1 immediately preceding the June 30 by which distributions are to be made, such DROP participant had participated in the DROP for at least one (1) year.

(2) All qualifying spouses who were eligible to receive pension benefits pursuant to Section 8 or Section 9 for at least one (1) year on the October 1 immediately preceding the June 30 by which distributions are to be made.

(3) All qualifying surviving spouses, who on the October 1 immediately preceding the June 30 by which distributions are to be made, were eligible for receipt of Section 8 or Section 9 benefits but who have not received such pension benefits for at least one (1) year provided that the deceased member was eligible for receipt of pension benefits on October 1 of the prior year.

(4) A joint annuitant who is also a lawfully wedded spouse of the retiree and who was eligible to receive pension benefits pursuant to Section 7 for at least one (1) year on the October 1 immediately preceding the June 30 by which distributions are made.

(5) A joint annuitant who is also a lawfully wedded spouse of the retiree and who on the October 1 immediately preceding the June 30 by which distributions are to be made was eligible for receipt of Section 7 benefits but who has not received such pension benefits for at least one (1) year, provided that the deceased member was eligible for receipt of pension benefits on October 1 of the prior year.

(6) Each 13th check vests on the date payment is determined in accordance with this section.

(B) **13th Check Account**

(1) There is hereby created a 13th check account within the Fund, which shall be funded by investment returns in excess of 10 percent (limited to 1 percent) on the base plan plus the PRAA market value of assets at each fiscal year ending September 30. For purposes of this section, the term "base plan" means those assets of the Fund excluding the PRAA, DROP account assets, the 13th Check Account, and assets allocated to fund the City of Tampa Firefighters and Police Officers Pension Fund Staff Pension Plan. The amount available for the 13th Check shall be calculated as of fiscal year end commencing September 30, 2007, for the fiscal year ending September 30, 2007, for payment no later than June 30, 2008, and each June 30 annually thereafter.

(C) **Amount of the 13th Check** - The amount of the 13th check shall be determined as follows:

(1)(a) The amount of the 13th check shall be the same for all retired members, regardless of years of service, age, years retired, or monthly installment.

(b) All eligible surviving spouses shall be entitled to 50 percent of what the eligible retired member would have received but for death.

(c) If a retired member is eligible on October 1 but dies before payment of the 13th check by the following June 30, the retired member's spouse shall receive the full amount of the payment, or if there is no surviving spouse, the retired member's designated beneficiary, or if none, the retired member's estate shall receive the payment.

(2) The Board shall establish by rule adopted no later than May 31, 2002, and each May 31 thereafter, the amount of the 13th check funded pursuant to Section 27(B)(1), subject to the following:

(a) The amount of the 13th check, or a method for calculating the amount of the 13th check in a manner that is definitely determinable and in accordance with the requirements of the Internal Revenue Code applicable to a qualified governmental plan; and

(b) Certification by the Fund's actuary that the amount of the payment will be funded on a sound actuarial basis as required by Section 14, Article X of the State Constitution.

(D) **Conflict of Laws** - To the extent that any provision of this section is in conflict with Sections 112.60-112.67, Fla. Stat., or those provisions of Chapters 175 and 185, Fla. Stat., that apply to local law plans established by municipal ordinance or special act, or provisions of Florida Statutes made applicable to pension funds established by special act, or to the extent that any provision of this section would result in the loss of tax-exempt status of the Fund, the Board is hereby delegated the authority to adopt by rules changes to this section in order to comply with said laws, which shall have the force of law and shall be considered part of this contract.

(E) **Administration of Program** - The Board shall make such rules as are necessary for the effective and efficient administration of this section, provided that such rules are not inconsistent with the terms of any collective bargaining agreement entered into by the City and the certified bargaining agents for firefighters and police officers concerning the 13th Check Program. Notwithstanding any other provision of this section to the contrary, any provision of this section shall be construed and administered in such manner that such program will qualify as a qualified governmental pension plan under existing or hereafter enacted provisions of the Internal Revenue Code of the United States, and the Board may adopt any rule to accomplish the purpose of this section as is necessary to retain tax qualification, which rules shall have the force of law and shall be considered part of this contract.

SECTION 28. DEFINED CONTRIBUTION PLAN COMPONENT. Pursuant to the requirements of Sections 175.351(6) and 185.35(6), Fla. Stat., a defined contribution plan component is established for this special act. The defined contribution component is not currently funded. If the defined contribution plan component is funded, the Board may adopt uniform administrative rules regarding the operation of the defined contribution plan component of this special act, which administrative rules shall have the force of law.

WHEREAS, it is beneficial to the said City to have its employees protected by the terms of said Fund and benefits and the said employee is desirous of participating in said Fund and benefits, it is thereupon,

UNDERSTOOD AND AGREED by and between the parties that the party of the second part does hereby allot, out of his salary, wages, or compensation, paid to him by the said City, the required percentage of his earnings and does hereby authorize and direct the

disbursing officer or officers of said City to retain out of said wages, salary, or compensation said percentage in compliance with the terms of the aforesaid Act of the Legislature, and to continue to make said allotment and authorize said deduction throughout the entire time of his employment or reemployment, or until such time as he shall be entitled to receive the pension allowance or benefit provided by the Fund created in the aforesaid Act.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties that the said Board will accept said allotment or deduction from the salary, wages, or compensation of said employee aforesaid, and when, under the terms of the aforesaid Act, said employee or other beneficiary of said employee shall be entitled, under the terms of the aforesaid provisions to receive the benefits from said Fund therein created, will pay said sum or sums from said Fund and all other benefits so authorized to said employee or his other beneficiaries, in accordance with said terms without diminution or deduction.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract shall remain in force without change, modification, or amendment, until all the purposes now intended to be fulfilled shall have been fully performed, except that payment or other benefits to the party of the second part or such party's beneficiaries may be increased but not diminished except as provided in Section 23.

IT IS FURTHER UNDERSTOOD AND AGREED that employees shall not lose any rights under the terms of this contract by reason of the refusal of the City at any time during the terms hereof to make an allotment or deduction from such employees' earnings.

IT IS FURTHER UNDERSTOOD AND AGREED that it is the intention of the parties hereto to create vested rights in the respective parties not to be hereinafter impaired for any cause whatsoever.

IT IS FURTHER UNDERSTOOD AND AGREED that the terms of the provisions hereinbefore set forth are declared to be a part of this contract and this contract is to be construed with reference thereto.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract supersedes any and all contracts heretofore entered into by the parties hereto upon or relating to the subject matter hereof and that any and all of such contracts are supplemental by replacement hereby as of the day and year first above written.

IN WITNESS WHEREOF the party of the first part has hereunto caused these presents to be executed, signed, and sealed, with the seal of said City, by its duly authorized officers, and the said party of the second part has hereunto set his hand and seal the day and year first above written.

Attested by:

City Clerk

* * * * *

CITY OF TAMPA

BY: _____


Mayor

Employee Signature

Employee Name --Printed--

Date Signed by Employee

Witness as to Employee:

Witness Signature

Witness Name --Printed--

Date Witnessed

Witness as to Employee:

Witness Signature

Witness Name --Printed--

Date Witnessed