**County of Volusia**
**VOLUNTEER FIREFIGHTERS RETIREMENT ADVISORY BOARD MEETING AGENDA**

**Finance Conference Room**
**Thomas C. Kelly Administration Building 3rd Floor 123 West Indiana Avenue, DeLand, Florida**

**October 29, 2024 – 9:00 a.m.**

## ADVISORY BOARD MEMBERS

Brandy Futch, Volunteer Fire Service Representative
Mary L. Yochum, Volunteer Fire Service Representative
Dana Paige, Human Resources Director
Joe King, Fire Chief
Ryan Ossowski, Chief Financial Officer

## STAFF MEMBERS

Russ Brown, Deputy County Attorney
Roger Wittenberg, Operations Manager
Sonja Baker, Senior Administrative Assistant

## PUBLIC PARTICIPATION INFORMATION

The Finance Conference Room will be open to public participation. You may provide written comments regarding this agenda by email to rossowski@volusia.org, or by letter to Attn: Ryan Ossowski, Chief Financial Officer, Finance Department, 123 West Indiana Avenue, Room 300, DeLand, Florida 32720. Comments received by October 29, 2024, will be presented to the Advisory Board and become part of public record. Please include your name, address, and the case number in your correspondence.

To be recognized by the advisory committee during the time for Public Participation, a speaker shall fill notify the advisory committee when during the section for Public Participation on this agenda. Public participation shall be limited to 3 minutes.

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## NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (TITLE II)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the County of Volusia (“County”) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in County programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

County will make such reasonable modifications to policies and programs for qualified persons with disabilities to ensure they have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid, service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of County, should contact the office of the County’s ADA Coordinator, James Corbett, at (386) 248-1760 as soon as possible, but no later than two (2) business days before the scheduled event or meeting. This paragraph shall likewise apply to written requests by a physically handicapped person needing special accommodation to attend a public meeting in accordance with section 286.26, Florida Statutes.

Complaints that a program, service, or activity of County is not accessible to persons with disabilities should be directed to the County in accordance with the County of Volusia Grievance Procedure under the Americans with Disabilities Act (Title II). A copy of the procedure may be obtained by contacting the office of the County’s ADA Coordinator, (386) 248-1760.

County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the

Commission liaison by calling 386-736-5959, extension 12735 or 12777.

# VOLUSIA VOLUNTEER FIREFIGHTERS RETIREMENT ADVISORY BOARD MEETING AGENDA
**October 29, 2024**

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## I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC PARTICIPATION

IV. NEW BUSINESS

a) Approval of minutes from the meeting of August 27, 2024

b) Discussion and action on administrative procedures necessary to close the Volunteer Firefighters Pension.

V. ADJOURNMENT

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**From:** Samantha Olson
**To:** Ryan Ossowski; Joe King
**Cc:** David Robinson; Wade Walder; Roger Wittenberg; Jennifer Raulerson
**Subject:** [EX] Volusia County Volunteer Fire Pension Termination
**Date:** Wednesday, October 2, 2024 5:26:52 PM
**Attachments:** Notice and Benefit Package - Actives and TVs.pdf
Notice - Retirees.pdf

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Good afternoon-

1. Attached are the packages we plan to send to all participants upon approval. Please review and provide feedback so that we can make the appropriate adjustments. Some unknown dates and contact information have been highlighted.
    a. Freeze date - the County agreed upon a plan freeze date of 9/30/2024, however we want to make sure this is still appropriate since this date has passed and participants have not been notified. Usually plans must notify participants in advanced and make it know of the intent to freeze the plan prior to the actual freeze date as to not allow participants to accrue benefits and then retroactively take them away. This may be a non-issue if none of the actives hit 100 points from 10/1/2024 to when we send out the packages.
    b. Active and TV benefit return forms and payment date – want to give 30-60 days for election and enough time for finance to pay lump sums or annuities.
    c. Annuity placement date – can be first/second quarter of 2025.
2. We sent the plan out for preliminary bid (with the disability provision eliminated) and received the following feedback from annuity providers:
    a. Two providers declined because they are unable to administer the new joint annuitant upon death or divorce of the spouse for retirees.
    b. One provider did say "if you can schedule a final bid date we would be able to quote".
3. Data
    a. Please provide final service amounts as of 10/1/2024 for all actives.
    b. After a review of the missing data request, we still need the Social Security numbers for two beneficiaries receiving monthly payments, Dorothy Hansen and Ruth McDermott. We recommend contacting them to gather their SSNs since annuity providers will require this information.
4. Plan document updates have been made by David Robinson and I have reviewed them for completeness.

I am happy to discuss prior to or at the next advisory board meeting.
Sam

**Samantha Olson, ASA, EA**
Actuary
Nyhart, part of FuturePlan by Ascensus
**P** (770) 405-0756 **| E** samantha.olson@nyhart.com

Upcoming Out of Office October 24th – 28th

## Disclaimer

**BACKUP FOR DISCUSSION PROVIDED BY NYHART**

SAMPLE NOTICE FOR ACTIVE VOLUNTEERS

November 1, 2024

**IMPORTANT NOTICE REGARDING THE**
**County of Volusia**
**Volunteer Fire Services Pension System**

## 1. What is this notice?

The County of Volusia has made the decision to freeze the defined benefit pension plan, effective September, 30 2024, and subsequently terminate the plan. This process involves paying out benefits or transferring the plan obligations to an insurance company.

## 2. When can I receive my benefit?

You will receive benefit election forms in this packet, at which time you may make an election to receive your benefit in the fourth quarter of 2024. You may also elect to receive your benefit at a later time. Please return benefit elections forms by December 15, 2024.

## 3. What other information do I need to know?

**The benefit you accrued as of the freeze date is not changing.** As part of the plan termination, you will have several options. **We encourage you to seek appropriate counsel regarding these options as they may have tax consequences, tax penalties, or both.** It is important to us that you make the optimal decision for you. With that in mind, we encourage you to think about your long-term financial stability. Please consider transferring these retirement dollars to your employer sponsored 457(b) plan and let the assets continue to grow and facilitate a stable source of retirement income in the future.

You are not required to take a payout or begin a monthly payment at this time. Your options are as follows:

**Option 1: Take your benefit as a lump sum.** You will be able to receive your lump sum under one of the following options:

- **Transfer (rollover) to your employer sponsored 457(b) Plan or an IRA.** Under this option, the lump sum will be transferred to your employer sponsored 457(b) retirement plan or to an IRA of your choice. We encourage you to seek appropriate counsel, but it is likely that you will not owe taxes until you withdraw money from your employer sponsored 457(b) plan or IRA.
- **Take a distribution of your full lump sum as cash.** Under this option you may have tax consequences and/or penalties. A mandatory 20% federal tax will be withheld at the time of distribution. If you are under age 59 ½, additional taxes may be owed.
- **Take a partial distribution as cash and transfer (rollover) the remainder to your employer sponsored 457(b) Plan or IRA.** Under this option, the portion taken as cash will have a mandatory 20% federal tax withholding and you may have additional tax consequences and/or penalties. The portion transferred to the employer sponsored 457(b) or IRA will likely not be taxed at this time but we encourage you to seek appropriate counsel.

**Option 2: Choose to receive a monthly benefit now.** The Plan assets will be transferred to an insurance company who will guarantee the payment for the County of Volusia Volunteer Fire Services Pension System. The insurance company will pay you the same monthly amount that the County of Volusia Volunteer Fire Services Pension System would have paid you.

**Option 3: Defer Payment.** This choice means you wish to be paid your benefit at a later date. Your benefit will be paid to you from an insurance company who will guarantee the payment of future benefits for the County of Volusia Volunteer Fire Services Pension System. You will have the choice of a monthly benefit or lump sum in the future, but only after meeting Early or Normal Retirement Eligibilities. In all other ways, your benefit will be unchanged.

These distributions and transfers from the Plan will likely be paid in the fourth quarter of 2024. If you choose to defer your benefit or elect a monthly annuity, an insurance company will guarantee the future payment of all Plan benefits. The County of Volusia will be initiating a search for an appropriate insurance company to guarantee the payment of all future Plan benefits. Please realize that we take our responsibility of choosing an appropriate and financially sound insurance company very seriously, as we care about the long-term safety of your benefit.

Over the next several months, you will receive the following communications:

| Name of document… | When you will receive it… | What information is included… |
|---|---|---|
| Notice of Intent to Terminate | Included with this letter | Notification that we are beginning the termination process. |
| Frequently Asked Questions | Included with this letter | Answers to your questions to help you understand the plan termination. |
| Notice of Plan Benefits | Included with this letter | Important details about the monthly benefit you have earned under the plan. |
| Supplemental Notice of Annuity Information | Included with this letter | Listing of potential insurance companies from which an annuity will be provided on your behalf if you elect that option. |
| Benefit Election Form | Included with this letter | This form will allow you to elect to receive a one-time lump sum or to receive an immediate or deferred annuity. |
| **If you elect an annuity, you will also receive:** | | |
| Annuity Certificate | First Quarter 2025 | Once an insurance company has been selected and the annuity purchased on your behalf, you will receive an annuity certificate. |

## 4. What do I need to do now?

**Complete the Benefit Election Form included with this packet and return completed forms by December 15, 2024 to:**

**Mail: Nyhart (Attn: Samantha Olson)**
**PO Box 219240**
**Kansas City, MO 64121**
**or**
**Email: Samantha.Olson@nyhart.com**
**Phone: 770-405-0756**
**Fax: 619-239-0807**

It bears repeating: **The total value of your benefit will not change, and you will not be forced into changing your current benefit amount or form of annuity.**

**If you have any questions, and to keep your contact information up to date, please contact Jennifer Raulerson at 386-736-5940, extension 12925 or jraulerson@volusia.org.**

Sincerely,

County of Volusia

Enclosures: Notice of Intent to Terminate
Frequently Asked Questions
Notice of Plan Benefits
Supplemental Notice of Annuity Information
Benefit Election Form

# Frequently Asked Questions (FAQs) Regarding Plan Termination of the County of Volusia Volunteer Fire Services Pension System

### When will I receive the paperwork to make my election?

Benefit election forms describing your options are included with this packet. They must be returned by December 15, 2024 for immediate payment otherwise your benefit will be transferred to an insurance company.

### If I don't do anything, what happens to my benefit?

If you make no election to receive your benefit now, your benefit will be transferred to an insurance company who will then provide you with your benefit at a later date.

### Why is the Employer freezing/terminating the plan?

We have decided to freeze the pension plan effective September 30, 2024 and subsequently terminate the pension plan which is no longer open to new participants and not earning additional benefits for participants. Freezing and terminating the plan will allow us to remove all costs and risks and allow us to focus on active benefit offerings and other business needs.

Note the termination of the plan does not impact your benefit and you are not forced to take a payout at this time.

### How is my benefit impacted by the plan termination?

The monthly amount that you have earned will not change. Your benefit will be payable either as a lump sum in 2024, as a monthly benefit payable beginning in 2024, or in the future.

### What options do I have for receiving my benefit?

There are two main options to consider: how do you want your benefit to be paid and when do you want to receive your benefit. You can receive your benefit as a single one-time payment (lump sum) or in a series of monthly payments. You can also elect to receive this benefit now or later.

If you opt for the lump sum, you can either roll the lump sum into your employer sponsored 457(b) plan or an IRA. Alternatively, you can receive the benefit as cash. Please note a lump sum cash distribution is subject to a minimum of 20% withholding for federal income taxes and may be subject to an additional 10% excise tax if you are under age 59 ½.

If you elect to receive your benefit as a monthly payment as part of the plan termination, you must choose the form of payment.

If you wish to delay receiving your benefit (either as a monthly benefit or a lump sum), The County of Volusia Volunteer Fire Services Pension System will pay for your benefit to be provided in the future by an insurance company. When you choose to commence your benefit in the future, all payment options provided by the plan will be available from the insurance company once you've met the Early or Normal Retirement eligibility requirements.

### What happens if I elect to start receiving a monthly payment now?

The County of Volusia Volunteer Fire Services Pension System will pay for your benefit to be provided by an insurance company. This means that the County of Volusia will enter into a contract with an insurance company to provide you with the monthly benefit and form of payment you selected.

### What happens if I want to wait and receive my benefit at a later time?

The County of Volusia Volunteer Fire Services Pension System will pay for your benefit to be provided by an insurance company. This means that the County of Volusia will enter into a contract with an insurance company to provide your benefit to you. You will receive a certificate from the insurance company indicating that you have a right to a future benefit. When you wish to receive your pension benefit after satisfaction of the Plan's Early or Normal Retirement eligibility requirements, you will contact the insurance company. At that time, you will be able to select a monthly benefit or a lump sum, depending on what best suits your needs. You do not need to choose your form of payment now.

It is worth noting that since the County of Volusia Volunteer Fire Services Pension System will be entering into what is called a Group Annuity Contract, we will likely receive more favorable pricing than you may receive if you were to purchase an annuity product (monthly benefit) directly.

### What fees should I anticipate if my decision is to request a future payment?

There are no fees associated with requesting a future payment.

### What insurance company will pay my benefit after the plan terminates?

The insurance company will be chosen late in the first quarter of 2025 by the County of Volusia. Within this package, there is a list of potential insurance companies that the County of Volusia will be looking to for quotes. These insurance companies will be well known, respected insurance companies.

### How do I know if I am vested and eligible?

If you are receiving this notification, you are vested and eligible to make a decision to receive your benefit now or in the future.

### What payment forms are available from the plan or the insurance company?

You will be offered each of the forms below:

Payment form options:

- Life Annuity
- Joint and Survivor Annuity that will pay 50%, 75% or 100% of the monthly payment to your surviving beneficiary in the event of your death
- Lump Sum

### How do the payment form options work?

A *Life Annuity* is a series of payments every month until your death.

A *Joint and Survivor Annuity* pays a monthly payment, with the additional guarantee of a payment of some percentage (in this case – 50%, 75% or 100%) of your monthly benefit to be paid to your beneficiary in the event of your death. If your beneficiary predeceases you, upon your death no further benefit will be payable. These amounts will be a smaller dollar amount than the life annuity.

A *Lump Sum* is a one-time payment equal to the expected value, in today's dollars, of your benefit. Once taken, there is no additional benefit payable.

### Can I rollover my benefit to my employer sponsored 457(b) plan or an IRA?

If you elect to receive your benefit as a lump sum and are under the required minimum distribution age (age 70 ½ if you are 70 ½ before 12/31/2019, otherwise age 72), all or a portion of the lump sum can be rolled over to a qualified retirement plan (like your employer sponsored 457(b)) or to an IRA. If you are over the required minimum distribution age, a portion of your benefit will not be eligible to be rolled over.

### Can I take the benefit as cash?

Lump sum benefits can be taken as cash but are subject to a minimum of 20% withheld for federal income tax at the time of distribution and may be subject to an additional 10% excise tax if you are under age 59 ½. Additional tax information will be provided with your Benefit Election Forms.

### Where do I send my completed Benefit Election Form?

You can send your completed Benefit Election Form by December 15, 2024 to:

Mail: Nyhart (Attn: Samantha Olson)
PO Box 219240
Kansas City, MO 64121

or

Email: Samantha.Olson@nyhart.com
Phone: 770-405-0756
Fax: 619-239-0807

## NOTICE OF PLAN BENEFITS

This Notice of Plan Benefits is being provided to you in conjunction with the proposed termination of the County of Volusia Volunteer Fire Services Pension System. Please review the basic participant data carefully since this information is being used to calculate your benefits under this Plan. **Please review this information carefully and if there are any discrepancies, notify Jennifer Raulerson at 386-736-5940, extension 12925 or jraulerson@volusia.org.**

**Plan Information:**

| | |
|---|---|
| Plan Sponsor: | County of Volusia |
| Plan Name: | County of Volusia Volunteer Fire Services Pension System |
| Name, Address & Telephone Number of Contact Person: | Volusia County Fire Rescue Admin<br>Jennifer Raulerson<br>123 W. New York Avenue, Suite 284<br>DeLand, FL 32720<br>386-736-5940, extension 12925<br>jraulerson@volusia.org |

**Basic Participant Data:**

| | |
|---|---|
| Name: | John Doe |
| Date of Birth: | 1/1/1950 |
| Date of Hire: | 1/1/2000 |
| Date of Plan Freeze: | 9/30/2024 |
| Normal Retirement Date: | 1/1/2025 |

**Calculation of Benefit:**

| | | |
|---|---|---|
| a. | Benefit Level | $20.00 |
| b. | Credited Service as of Freeze Date: | 10 |
| c. | Accrued Benefit as of Freeze Date: | $200.00 |
| d. | Vesting Percentage as of Termination Date: | 100% |
| e. | Monthly Life Annuity Payable at Normal Retirement Date | $200.00 |

## IDENTITY OF INSURERS NOTICE

If you will receive a benefit in the form of an annuity, the plan administrator intends to purchase an annuity contract for your benefit from an insurer to be selected at a later date. If the plan administrator later decides to select an insurer other than one of those listed below, you will receive a supplemental notice no later than 45 days before the distribution date. The potential insurance companies we intend to purchase the annuity from include:

American General Life Insurance Company
2727-A Allen Parkway
Houston, Texas 77019

American National Insurance Company
One Moody Plaza
Galveston, TX 77550

American National Life Insurance Company of NY
344 Route 9W
Glenmont, NY 12077

American United Life Insurance Company
One American Square
P.O. Box 368
Indianapolis, IN 46206

Athene Annuity and Life Assurance Company
7700 Mills Civic Parkway
West Des Moines, IA 50266

Athene Annuity and Life Assurance Company of NY
69 Lydecker Street
Nyack, NY 10960

Banner Life Insurance Company
3275 Bennett Creek Avenue
Frederick, MD 21704

Companion Life Insurance Company
888 Veterans Memorial Highway, Suite 515
Hauppauge, NY 11788

TruStage
5910 Mineral Point Road
Madison, WI 53705

Great American Insurance Group
301 E Fourth Street
Cincinnati, OH  45202

Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 0111-0001

Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

Midland National
4225 38$^{th}$ Street South, Suite 201
Fargo, ND 58104

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101

Mutual of America Life Insurance Company
320 Park Avenue
New York, NY 10022

Nationwide Mutual Insurance Company
One Nationwide Plaza
Columbus, OH 43215

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397

Principal Life Insurance Company
710 9$^{th}$ Street
Des Moines, IA 50309-1502

The Prudential Insurance Company of America
200 Wood Avenue South
Iselin, NJ  08830

Securian Life Insurance Company
400 Robert Street North
St. Paul, MN 55101

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE  68175

Western & Southern Financial Group
400 Broadway
Cincinnati, OH 45202

## NOTICE OF STATE GUARANTY ASSOCIATION COVERAGE OF ANNUITIES

Your pension plan may pay you your pension benefit in the form of an annuity purchased from a licensed insurance company. Once the plan purchases an annuity for you, the insurance company will be responsible for paying your benefit.

All states, Puerto Rico and the District of Columbia have “guaranty associations.” The purpose of a guaranty association is to protect policyholders, up to specified limits, in the event the insurance company is financially unable to meet its obligations.

If you receive your pension benefits in the form of an annuity and the insurance company becomes unable to pay, a guaranty association may be responsible for all, part or none of your annuity. Generally, where you live at the time the insurance company is unable to pay determines which guaranty association is responsible. In certain circumstances, other factors, such as where the insurance company is licensed to do business, determine which guaranty association may be responsible.

Each guaranty association has dollar limits on the extent of its coverage. In most states, guaranty association coverage limits are $100,000 for individual annuities with an overall benefit “cap” for an individual life of $300,000, though some states have maximums that are higher. However, state laws vary and can change over time, and different states may calculate the value of annuities differently.

This notice is to help you understand the general nature of the guaranty association protection of the annuity you may receive. It is only a summary. If you need information now or in the event the insurance company fails, a list of the addresses and telephone numbers of guaranty association offices is available by contacting PBGC’s Customer Contact Center, PO Box 151750, Alexandria, VA 22315-1750, telephone: 1-(800)400-7242 or go to PBGC’s Web site at www.pbgc.gov/stateguaranty

# BENEFIT ELECTION FORM

Enclosed is your application packet to begin receiving benefits under the *County of Volusia Volunteer Fire Services Pension System.*

The *Calculation of Benefit Options* shows the amount of each benefit option available to choose. We have assumed you are married with spouse as the same age for the Joint and Survivor annuity estimated amounts. Please contact Nyhart if you wish to see Joint and Survivor annuity amounts with your spouse's actual age.

The *Application for Volunteer Retirement* requires you to provide a copy of your birth certificate and a copy of your beneficiary's birth certificate (if selecting a Joint and Survivor annuity option). Note, your signature must be notarized.

The *Spousal Agreement* (if applicable) needs to be completed if you are married and select a beneficiary other than your spouse or if you elect to take a life annuity or lump sum. Note, you and your spouse's signature must be notarized.

The *Electronic Payment Agreement* form only needs to be completed if you want your benefit to be direct deposited into your bank account, which is highly recommended. You will sign and date the form and provide a void check if applicable.

The *Address Form* will stay in our files and be shared with the annuity provider if you choose an annuity option.

Once all forms have been completed, you can mail, email, or fax them by December 15, 2024 to:

Mail: Nyhart (Attn: Samantha Olson)
PO Box 219240
Kansas City, MO 64121
Email: Samantha.Olson@nyhart.com
Fax: 619-239-0807

If you choose a future date to begin receiving your benefit, you do not need to complete or return anything. You may reach out to the annuity provider when you wish to begin receiving your benefit.

Once Nyhart receives your application and you begin receiving your monthly benefit, you cannot change your benefit election.

Sincerely,

County of Volusia

Enclosures:
1. Calculation of Benefit Options
2. Application for Volunteer Retirement
3. Spousal Agreement
4. Electronic Payment Agreement
5. Address Form

## Calculation of Benefit Options

### Information Submitted to Actuary

| | |
|---|---|
| Member's Name | John Doe |
| Date of Birth | 10/21/1969 |
| Service | 11 years |
| Beneficiary's Date of Birth | 3/1/1972* |
| Relationship | Spouse |
| Retirement Effective | 12/1/2024 |

### Benefits

Monthly Benefit as a Single Life Annuity at Normal Retirement Date

| | | | | |
|---|---|---|---|---|
| 11.000 | X | $20.00 | = | $220.00 |
| Early Retirement Reduction Factor | | | | 90% |
| Monthly Benefit at 12/1/2024 | | | | $220.00 |

### Monthly Optional Forms of Payment at 12/1/2024

| | Factor | Retiree Benefit | Survivor Benefit |
|---|---|---|---|
| 100% Joint and Survivor Annuity* | 0.860 | $ 189.20 | $ 189.20 |
| 75% Joint and Survivor Annuity* | 0.891 | $ 196.02 | $ 147.02 |
| 50% Joint and Survivor Annuity* | 0.925 | $ 203.50 | $ 101.75 |
| Lump Sum | | $ 41,342.60 | |

An additional one-time payment will be issued for benefits missed from Normal Retirement Date to 12/1/2024 if you are past normal retirement age.

*Spouse assumed to be the same age as member for estimate. Please contact Nyhart at Samantha.Olson@nyhart.com or 770-405-0756 to provide your spouse's actual date of birth for a recalculation of joint and survivor annuity amounts.

# VOLUSIA COUNTY FIRE RESCUE
## APPLICATION FOR VOLUNTEER RETIREMENT

| | | |
|---|---|---|
| Applicant's Printed Name | CAD ID | Social Security Number |
| Date of Birth (copy of certificate required) | Station # | Date of Service (this retirement) |
| Spouses Printed Name ______ If no spouse, indicate "none" | | Active military time: Yes No (copy of DD Form 214 required) |

I, ______________________, hereby make application for benefits under the Volunteer Retirement Program for Volusia County Fire Rescue. My requested retirement date is ______________________.

**I request to receive benefits under the option as indicated below:**

- □ Option 1 – 100% continuation to beneficiary
- □ Option 2 – 75% continuation to beneficiary
- □ Option 3 – 50% continuation to beneficiary
- □ Monthly benefit – with no beneficiary
- □ Lump Sum Benefit

**I request the following individual be my named beneficiary:**

| | | |
|---|---|---|
| Beneficiaries Printed Name | Date of Birth (copy of certificate required) | Social Security Number |
| Residential Address | | Beneficiary Phone Number |

Mailing Address (If mailing and residential address are the same, indicate "same")

**I certify the following individual as my Joint Annuitant:**

| | | |
|---|---|---|
| Name (Printed) | Date of Birth | Relationship |

Residential Address

Mailing Address (If mailing and residential address are the same, indicate "same")

**I request my benefit be mailed to the following address:**

______________________ Retiree Phone Number

Applicant's Signature (must be notarized)

State of Florida, County of ______________________

Sworn to and subscribed before me this ________ day of ______________________, 20________.

Notary Public Signature & Seal

**COUNTY OF VOLUSIA**
**FIRE RESCUE VOLUNTEER PENSION PROGRAM**
**SPOUSAL AGREEMENT**

Member Name: ___________________________ CAD ID: ___________

Retirement Date: __________________________

Spouse's Name: ___________________________ Spouse's DOB: __________

I, ______________________ understand my spouse, ______________________, has requested to begin receiving his/her Volunteer Firefighter Retirement Benefit effective: ______________.

I further understand he/she has requested to receive a: (circle one) Lump Sum Payout or a Lifetime Annuity which is the maximum monthly retirement benefit payable during his/her lifetime **with no beneficiary benefit.** I understand that upon his/her death, the benefit will cease.

Spouse's Signature: _____________________________________ Date: _____________

Member's Signature: _____________________________________ Date: _____________

State of Florida, County of ____________________

Sworn to and subscribed before me this ________________day of______________, 20______

_____________________________________________
Notary Public Signature

_____________________________________________
Notary Public Stamp/Seal

# Electronic Payment Agreement

**Direct Deposit:**

Please provide the requested information below. Please use ink.

**I hereby request all payments from the County of Volusia Volunteer Fire Services Pension System. to be deposited in my account #__________________ until such time as this authorization is revoked in writing.**

X______________________________ ______________________________
Signature Date

**The following is to be completed by your financial institution, or a voided check (NOT A DEPOSIT TICKET) from the appropriate account may be attached below.**

**Check One Only:** ☐ Savings Account ☐ Checking Account

______________________________ ______________________________
Banking Routing Number Payee Account Number

______________________________
Financial Institution Name

______________________________ ______________________________
Financial Institution Street / Mailing Address Financial Institution City / State / Zip

X______________________________ ______________________________
Financial Institution Representative Signature Date

**COUNTY OF VOLUSIA**
**FIRE RESCUE VOLUNTEER ADDRESS FORM**

**Please Print**

Volunteer CAD # ________________________

Name ________________________ ________________________ __________
Last First Middle Initial

Mailing Address ____________________________________________________________

City, State, Zip ____________________________________________________________

Check if residential & mailing address are the same ☐

Residential Address ____________________________________________________________

City, State, Zip ____________________________________________________________

Home Phone Number ____________________________________________________________

Cell Phone Number ____________________________________________________________

Email Address ____________________________________________________________

____________________________________________ ________________________
Signature Date

**BACKUP FOR DISCUSSION PROVIDED BY NYHART**

SAMPLE NOTICE FOR RETIREES

November 1, 2024

# IMPORTANT NOTICE REGARDING THE County of Volusia Volunteer Fire Services Pension System

## 1. What is this notice?

The County of Volusia has made the decision to freeze the defined benefit pension plan, effective September, 30 2024, and subsequently terminate the plan during 2024. This process involves paying out benefits or transferring the plan obligations to an insurance company.

## 2. What other information do I need to know?

**Please note, the total value of your benefit will not change.** Your monthly benefit will be transferred to an insurance company in the fourth quarter of 2024. The County of Volusia will be initiating a search for the appropriate insurance company to guarantee the payment of all future Plan benefits. Following the plan termination, your benefit will be provided by that insurance company instead of the County. Please realize that we take our responsibility of choosing an appropriate and financially sound insurance company very seriously, as we care about the long-term safety of your benefit.

Over the next several months, you will receive the following communications:

| Name of document… | When you will receive it… | What information is included… |
|---|---|---|
| Notice of Intent to Terminate | Included with this letter | Notification that we are beginning the termination process. |
| Frequently Asked Questions | Included with this letter | Answers to your questions to help you understand the plan termination. |
| Notice of Plan Benefits | Included with this letter | Important details about the monthly benefit you have earned under the plan. |
| Supplemental Notice of Annuity Information | Included with this letter | Listing of potential insurance companies from which an annuity will be provided on your behalf if you elect that option. |
| **If you elect an annuity, you will also receive:** | | |
| Annuity Certificate | First Quarter 2025 | Once an insurance company has been selected and the annuity purchased on your behalf, you will receive an annuity certificate. |

## 3. What do I need to do now?

Nothing is required of you. Your benefit will be transferred to an insurance company who will then provide the same monthly benefit in the same form of payment you are currently receiving.

**If you have any questions, and to keep your contact information up to date, please contact Jennifer Raulerson at 386-736-5940, extension 12925 or jraulerson@volusia.org.**

Sincerely,

County of Volusia

Enclosures: Notice of Intent to Terminate
Frequently Asked Questions
Notice of Plan Benefits
Supplemental Notice of Annuity Information

# Frequently Asked Questions (FAQs) Regarding Plan Termination of the County of Volusia Volunteer Fire Services Pension System

## If I don't do anything, what happens to my benefit?

Your benefit will be transferred to an insurance company who will then provide the same monthly benefit in the same form of payment you are currently receiving.

Please keep your contact information up to date and, if you are receiving a joint and survivor annuity, and your beneficiary has since died, please contact the County of Volusia. Otherwise, as part of the plan termination, your benefit information, including current tax withholding elections, will be transferred to the chosen insurance company. Once an insurance company has been selected, you will be notified and receive a certificate regarding your benefit with the insurance company.

## Why is the Employer terminating the plan?

We have decided to freeze the pension plan effective September 30, 2024 and subsequently terminate the pension plan which is no longer open to new participants and not earning additional benefits for participants. Freezing and terminating the plan will allow us to remove all costs and risks and allow us to focus on active benefit offerings and other business needs.

## How is my benefit impacted by the plan termination?

The current amount, timing, and annuity form of your benefit will not change. The only difference is the check you receive will be from an insurance company instead of the County of Volusia.

## What insurance company will pay my benefit after the plan terminates?

The insurance company will be chosen late in the fourth quarter 2024 by the County of Volusia. Within this package, there is a list of potential insurance companies that the County of Volusia will be looking to for quotes. These insurance companies will be well known, respected insurance companies.

# NOTICE OF PLAN BENEFITS

This Notice of Plan Benefits is being provided to you in conjunction with the proposed termination of the County of Volusia Volunteer Fire Services Pension System. **Please review this information carefully and if there are any discrepancies, notify Jennifer Raulerson at 386-736-5940, extension 12925 or jraulerson@volusia.org.**

**Plan Information:**

| | |
|---|---|
| Plan Sponsor: | County of Volusia |
| Plan Name: | County of Volusia Volunteer Fire Services Pension System |
| Name, Address & Telephone Number of Contact Person: | Volusia County Fire Rescue Admin<br>Jennifer Raulerson<br>123 W. New York Avenue, Suite 284<br>DeLand, FL 32720<br>386-736-5940, extension 12925<br>jraulerson@volusia.org |

**Basic Participant Data:**

| | |
|---|---|
| Name: | John Doe |
| Date of Birth: | January 1, 1950 |
| Date of Benefit Commencement: | January 1, 2000 |
| Monthly Benefit Amount: | $200.00 |
| Form of Payment: | Single Life Annuity |
| Beneficiary Date of Birth: | N/A |

## IDENTITY OF INSURERS NOTICE

If you will receive a benefit in the form of an annuity, the plan administrator intends to purchase an annuity contract for your benefit from an insurer to be selected at a later date. If the plan administrator later decides to select an insurer other than one of those listed below, you will receive a supplemental notice no later than 45 days before the distribution date. The potential insurance companies we intend to purchase the annuity from include:

American General Life Insurance Company
2727-A Allen Parkway
Houston, Texas 77019

American National Insurance Company
One Moody Plaza
Galveston, TX 77550

American National Life Insurance Company of NY
344 Route 9W
Glenmont, NY 12077

American United Life Insurance Company
One American Square
P.O. Box 368
Indianapolis, IN 46206

Athene Annuity and Life Assurance Company
7700 Mills Civic Parkway
West Des Moines, IA 50266

Athene Annuity and Life Assurance Company of NY
69 Lydecker Street
Nyack, NY 10960

Banner Life Insurance Company
3275 Bennett Creek Avenue
Frederick, MD 21704

Companion Life Insurance Company
888 Veterans Memorial Highway, Suite 515
Hauppauge, NY 11788

TruStage
5910 Mineral Point Road
Madison, WI 53705

Great American Insurance Group
301 E Fourth Street
Cincinnati, OH 45202

Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 0111-0001

Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

Midland National
4225 38th Street South, Suite 201
Fargo, ND 58104

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101

Mutual of America Life Insurance Company
320 Park Avenue
New York, NY 10022

Nationwide Mutual Insurance Company
One Nationwide Plaza
Columbus, OH 43215

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397

Principal Life Insurance Company
710 9th Street
Des Moines, IA 50309-1502

The Prudential Insurance Company of America
200 Wood Avenue South
Iselin, NJ 08830

Securian Life Insurance Company
400 Robert Street North
St. Paul, MN 55101

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175

Western & Southern Financial Group
400 Broadway
Cincinnati, OH 45202

## NOTICE OF STATE GUARANTY ASSOCIATION COVERAGE OF ANNUITIES

Your pension plan may pay you your pension benefit in the form of an annuity purchased from a licensed insurance company. Once the plan purchases an annuity for you, the insurance company will be responsible for paying your benefit.

All states, Puerto Rico and the District of Columbia have “guaranty associations.” The purpose of a guaranty association is to protect policyholders, up to specified limits, in the event the insurance company is financially unable to meet its obligations.

If you receive your pension benefits in the form of an annuity and the insurance company becomes unable to pay, a guaranty association may be responsible for all, part or none of your annuity. Generally, where you live at the time the insurance company is unable to pay determines which guaranty association is responsible. In certain circumstances, other factors, such as where the insurance company is licensed to do business, determine which guaranty association may be responsible.

Each guaranty association has dollar limits on the extent of its coverage. In most states, guaranty association coverage limits are $100,000 for individual annuities with an overall benefit “cap” for an individual life of $300,000, though some states have maximums that are higher. However, state laws vary and can change over time, and different states may calculate the value of annuities differently.

This notice is to help you understand the general nature of the guaranty association protection of the annuity you may receive. It is only a summary. If you need information now or in the event the insurance company fails, a list of the addresses and telephone numbers of guaranty association offices is available by contacting PBGC’s Customer Contact Center, PO Box 151750, Alexandria, VA 22315-1750, telephone: 1-(800)400-7242 or go to PBGC’s Web site at www.pbgc.gov/stateguaranty

COUNTY OF VOLUSIA VOLUNTEER FIRE SERVICES
PENSION SYSTEM

Amended and Restated October 2024

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**COUNTY OF VOLUSIA VOLUNTEER FIRE SERVICES
PENSION SYSTEM**

**WITNESSETH:**

WHEREAS, the County heretofore established a Pension Plan and Trust effective October 1, 1989, (hereinafter called the "Effective Date") known as County of Volusia Volunteer Fire Services Pension System (herein referred to as the "Plan") in recognition of the contribution made to its successful operation by its volunteers and for the exclusive benefit of its eligible participants; and

WHEREAS, under the terms of the Plan, the County has the ability to amend the Plan, provided the County Council joins in such amendment if the provisions of the plan affecting the County Council are amended;

NOW, THEREFORE, effective October 1, 1994, except as otherwise provided, the County and the County Council in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amend the Plan in its entirety and restate the Plan to provide as follows:

## ARTICLE I
## DEFINITIONS

1.1 "Accrued Benefit" means the retirement benefit a Participant would receive at his Normal Retirement Date based on a retirement benefit formula equal to twenty ($20.00) for each credited Year of Service. The Accrued Benefit of all Participants shall be frozen as of the Freeze Date, and no additions to the Accrued Benefit of any Participant shall be made based upon any service on or after the Freeze Date.

1.2 "Actuarial Equivalent" means a form of benefit differing in time, period, or manner of payment from a specific benefit provided under the Plan but having the same value computed using the most current mortality table used by the actuary pursuant to Article 4.2 Actuarial Methods~~.~~ The interest rate will change with economic conditions, the experience of the Pension System's Trust, and upon recommendation from the actuary. The Administrator or designee will make the annual determination of interest rate for the Pension System. Notwithstanding the foregoing, effective as of the date of adoption of this amendment, the mortality and interest rate assumptions for determining actuarial equivalence shall be respectively, the *Pub-2010 Headcount Weighted Safety Below Median Healthy Retiree Male Table, set forward 1 year, generational improvement scale MP-2018 Male, and 4.25% interest.*

1.3 "Administrator" means the person or entity designated by the County pursuant to Section 2.2 to administer the Plan on behalf of the County.

1.4 "Age" means age at nearest birthday.

1.5 "Anniversary Date" means October 1.

1.6 "Beneficiary" means the person designated as provided in Section 5.6 to receive the benefits which are payable Under the Plan upon or after the death of a Participant.

1.7 "Board" means the Volunteer Retirement Firefighter Advisory Board.

1.8 "Contract" or "Policy" means any life insurance policy, retirement income or annuity policy, or annuity contract (group or individual) issued pursuant to the terms of the Plan.

1.9 "County" means the County of Volusia, Florida.

1.10 "Earliest Retirement Age" means the earliest date on which, the Participant could elect to receive retirement benefits.

1.11 "Early Retirement Date" means the first day of the month (prior to the Normal Retirement Date) coinciding with or following the date on which a Participant or Former Participant completes 10 creditable Years of Service.

1.12 "Eligible Participant" means any Volunteer who has not, for any reason, become ineligible to participate in the Plan. No individual shall become a new "Eligible Participant" on or after the Freeze Date.

1.13 "Fiscal Year" means the County's accounting year of 12 months commencing on October Ist of each year and ending the following September 30th.

1.14 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

1.15 "Freeze Date" means November 1, 2024.

**Commented [DR1]:** Suggested date.

1.16 "Normal Retirement Age" means the earlier of (1) the date the Participant's attains 55 years of age and completes 10 creditable Years of Service; (2) the date the participant completes 35 creditable Years of Service.

1.17 "Normal Retirement Date" means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.18 "Participant" means any eligible Participant who participates in the Plan as provided in Sections 3.2 and 3.3, and has not for any reason become ineligible to participate further in the Plan. All participation in the Plan shall freeze as of the Freeze Date.

1.19 "Plan" means the County of Volusia Volunteer Fire Services Pension System including all amendments thereto.

1.20 "Plan Year" means the Plan's accounting year of twelve (12) months commencing on October Ist of each year and ending the following September 30th.

1.21 "Plan Year of Service" means a Plan Year during which a volunteer is a Participant and is credited with a creditable Year of Service.

1.22 "Present Value of Accrued Benefit" means the Actuarial Equivalent amount of a Participant's Accrued Benefit at date of valuation.

1.23 "Regulation" means the federal Income Tax Regulations as promulgated by the Secretary of the Treasury or his delegate, and as amended from time to time.

1.24 "Retired Participant" means a person who has been a Participant, but who has begun receiving retirement benefits under the Plan.

1.25 "Retirement Date" means the date on which a Participant retires for reasons other than Total and Permanent Disability, whether such retirement occurs on a Participant's Normal Retirement Date, Early or Late Retirement Date.

1.26 "Terminated Participant" means a person who has been a Participant, but whose service has been terminated other than by death, Total and Permanent Disability or retirement.

1.27 “Termination Date” means the date, as soon as practicable following the termination date, determined by the Advisory Board for the termination of the System upon the distribution of all assets as set forth herein.

1.28 "Total and Permanent Disability" means a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder , or of a non-vested Participant experienced while in service for the County which renders him incapable of continuing his usual and customary service with the County. The disability of a Participant shall be determined in the same format as is utilized by the County for Worker's Compensation benefits. The determination shall be applied uniformly to all Participants.

1.29 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.

1.30 "Vested" means the portion of a Vested Participant's Accrued benefits under the Plan that is nonforfeitable, under the terms set forth in Section 5.5, subject to Chapter 112 and Chapter 121 of the Florida Statutes.

1.31 “Volunteer” means any person whose name is carried on the active membership roll of the County of Volusia Volunteer Fire Services and whose duty it is to extinguish fires, to protect life and to protect property.

1.32 "Year of Service" means the computation period beginning on October Ist and ending on September 30th during which a volunteer has earned over 100 points. The criteria as amended and approved by the Pension Board for earning points is determined by the Department of Fire Services in the current Department of Fire Services Policy and Guidelines Manual. “Year of Service” shall also include those Plan Years prior to October 1, 1989, during which a Volunteer can prove, to the satisfaction of the Plan Administrator that the Volunteer attended a minimum of twelve (12) fire drills, provided that the number of Years of Service prior October 1, 1989, shall not exceed the number of Years of Service after October 1, 1989. Year of service shall not include Plan years prior to the plan year which began on October 1, 1984. The Years of Service of all Participants shall be frozen as of the Freeze Date and no additions to the Years of Service of any Participant shall be made based upon any service on or after the Freeze Date.

## ARTICLE II
## ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE COUNTY

(a) The County shall be empowered to appoint and remove the members of the Advisory Board and the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan.

(b) The County shall establish a "funding policy and method," i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The County or its delegate shall communicate such needs and goals to the County Council, which shall coordinate such Plan needs with its investment policy The communication of such a "funding policy and method" shall not, however, constitute a directive to the County Council as to investment of the Trust Funds. Such "funding policy and method" shall be consistent with the objectives of this Plan.

(c) The County shall from time to time review the performance of the Administrator or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The County Council shall appoint the Volunteer Firefighters Retirement Advisory Board as Administrator. Any member of the Board may resign by delivering his written resignation to the County or be removed by the County by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of a member of the Board, the County shall promptly appoint a successor to such position.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

The County reserves the right to assign duties and delegate responsibilities to individual members of the Volunteer Firefighters Retirement Advisory Board. In the event that no such assignment or delegation is made by the County, members of such Board may allocate the responsibilities among themselves.

2.4 POWERS AND DUTIES OF THE ADVISORY BOARD

The primary responsibility of the Board is to administer the plan for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan. The Board shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Board shall be conclusive and binding upon all persons. The Board may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. The Board shall have all powers necessary or appropriate to accomplish the purposes of this Plan.

In addition to the foregoing, the Board shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of volunteers to Participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) to compute, certify, and advise the County Council with respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(c) to advise the County Council with respect to all nondiscretionary or otherwise directed disbursements from the Trust;

(d) to maintain all necessary records for the administration of the Plan;

(e) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(f) to determine the size and type of any Contract to be purchased from any insurer and to designate the insurer from which such Contract shall be purchased.

(g) to compute and certify to the County Council from time to time the sums of money necessary or desirable to fund the Plan;

(h) to consult with the County Council regarding the short and long-term liquidity needs of the Plan in order that the County Council can exercise any investment discretion in a manner designed to accomplish specific objectives;

(i) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

2.5 APPOINTMENT OF ADVISERS

The County, or the Board with the consent of the County, may appoint counsel, specialists, advisers, and other persons as the Board or the County Council deems necessary or desirable in connection with the administration of this Plan.

2.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless paid by the County. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund. The County may, at its discretion, reimburse the Trust Fund for any administrative expense incurred.

2.7 MAJORITY ACTIONS

The Board, as Administrator, shall act by a majority vote of its members, but may authorize one or more individual member(s) to sign all papers on the Board's behalf.

2.8 CLAIMS PROCEDURE

Claims for benefits under the Plan may be filed in writing with the Administrator. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

2.9 CLAIMS REVIEW PROCEDURE

The Administrator's initial determination shall be subject to review and revision. The Board shall establish written procedures to be followed in such review process. Such procedures must contain provision for adequate notice and opportunity to be heard by all interested parties.

## ARTICLE III
## ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

Any eligible participant shall be eligible to participate hereunder on the date he commences his service with the County as a Volunteer. Notwithstanding the foregoing, no Volunteer shall be eligible to commence participation after the Freeze Date.

3.2 APPLICATION FOR PARTICIPATION

In order to become a Participant hereunder, each Volunteer shall make application to the Administrator, in the form prescribed by the Administrator, for participation in the Plan and agree to the terms hereof.

3.3 EFFECTIVE DATE OF PARTICIPATION

Upon proper application to the Board pursuant to Section 3.2, a Volunteer shall become a Participant effective on his first date of service with the County.

3.4 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each volunteer for participation in the Plan based upon information contained in the Volunteer's application under Section 3.2 and information furnished by the County. Such determination shall be conclusive and binding upon all persons.

3.5 TERMINATION OF ELIGIBILITY

In the event a Participant becomes ineligible to participate in the Plan, such Former Participant shall be entitled to receive only the vested portion of his Accrued Benefit of his retirement under the plan.

3.6 ELECTION NOT TO PARTICIPATE

A volunteer may, subject to the approval of the Advisory Board, decline to participate in the Plan. Any election to not participate in the Plan must be communicated to the Administrator, in writing, at least thirty (30) days before the beginning of a Plan Year.

## ARTICLE IV
## CONTRIBUTION AND VALUATION

4.1 PAYMENT OF CONTRIBUTIONS

No contribution shall be required from any Participant under the Plan. The County shall fund the Plan on an actuarially sound basis in accordance with the requirements of the applicable provisions of Chapter 112, Florida Statutes.

4.2 ACTUARIAL METHODS

In establishing the liabilities under the Plan and contributions thereto, the actuary will use such methods and assumptions as will reasonably reflect the cost of the benefits. The Plan assets are to be valued on the last day of the Plan Year (or on any other date determined by the Administrator) using any reasonable method of valuation that takes into account fair market value.

## ARTICLE V
## BENEFITS

5.1 RETIREMENT BENEFITS

(a) Normal Retirement Benefit. The amount of monthly retirement income payable to a participant who retires on or after his Normal Retirement Date shall be equal to his Accrued Benefit, which shall be equal to the Participant's credited Years of Service multiplied by twenty dollars ($20.00).

(b) Early Retirement Benefit. A Participant may elect to retire on his Early Retirement Date. In the event that a Participant makes such an election, he shall be entitled to receive payment of an Early Retirement Benefit commencing on the first day of the month coinciding with or next following his Early Retirement Date, which Early Retirement benefit shall be equal to his Accrued Benefit:

(1) reduced by five percent (5%) for each full year his Early Retirement Date precedes his Normal Retirement Date; and

(2) reduced by one-twelfth (1/12) of five percent (5%) for each month in a fractional year his Early Retirement Date precedes his Normal Retirement Date.

(c) The Normal Retirement Benefit payable to a Participant pursuant to this Section 5.1 shall be a monthly pension commencing on his Retirement Date and continuing for life. However, the form of distribution of such benefit shall be determined pursuant to the provisions of Article V, and includes the option for the Participant to take a one-time lump-sum payment to be calculated by the contracted actuary. The cost of the lump-sum calculation, up to $500, shall be paid for by the Pension System. Should a Participant request the calculation and delay retirement, any ensuing lump-sum calculations will be paid by the Participant.

(d) If a Former Participant again becomes a participant, such participant will begin a new vesting period pursuant to Section 5.5 hereof. No Participant is eligible to receive more than three (3) pensions under this plan and the total benefit payable under this Plan to any Participant shall not be based on greater than thirty-five (35) Years of Service. Once a participant retires and begins drawing a retirement benefit, the benefit will continue even if the Participant returns to service and begins working towards a second (or third) pension.

5.2 PAYMENT OF RETIREMENT BENEFITS

When a Participant retires, the Administrator shall immediately take all necessary steps and execute all required documents to cause the payment of his Accrued Benefit.

5.3 DISABILITY RETIREMENT BENEFITS

(a) If a Participant becomes Totally and Permanently Disabled pursuant to Section 1.26 prior to retirement or separation from service and by reason thereof participation ceases, then said disabled Participant shall be entitled to receive his Accrued Benefit payable pursuant to Section 5.1 (b) without regard to the age and service requirements.

(b) The benefit payable pursuant to (a) above shall be computed as of the Anniversary Date subsequent to termination of service.

(c) Notwithstanding the foregoing, the disability retirement benefit provided in this Section 5.3 shall terminate on the Freeze Date with respect to new applications for benefits. Accordingly, no application for disability retirement benefits may be filed after the Freeze Date.

5.4 DEATH BENEFITS

(a) The Administrator may require such proper proof of death and such evidence of the right of any person to receive the death benefit payable as a result of the death of a Participant as the Administrator may deem desirable. The Administrator's determination of death and the right of any person to receive payment shall be conclusive.

(b) Unless otherwise elected, the Beneficiary of the Participant shall be the Participant's spouse. Except, however, the participant may designate a Beneficiary other than his spouse if:

(1) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no qualified domestic relations order which provides otherwise); or

(2) the Participant has no spouse; or

(3) the spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Administrator. A Participant may at any time revoke his designation of a Beneficiary or change his Beneficiary by filing written notice of such revocation or change with the Administrator.

(c) The benefit payable under this Section shall be paid pursuant to the provisions of Sections 5.6, 5.7 and 5.8.

5.5 VESTED ACCRUED BENEFITS

(a) The Vested portion of any Participant's Accrued Benefit shall be a percentage of such Participant's Accrued Benefit determined on the basis of the Participant's number of creditable Years of Service according to the following schedule:

Vesting Schedule

| Creditable Years of Service | Percentage |
|---|---|
| less than 10 | 0% |
| 10 or more | 100% |

(b) Notwithstanding the vesting schedule above, the Vested percentage of a Participant's Accrued Benefit shall not be less than the Vested percentage attained as of the later of the effective date or adoption date of this amendment and restatement.

(c) Notwithstanding the vesting schedule above, upon any full or partial termination of the Plan, an affected Participant shall become fully Vested in his Accrued Benefit (to the extent funded as of such date of termination) which shall not thereafter be subject to forfeiture. All benefits under the Plan shall be frozen and determined as of the Freeze Date for all purposes under the Plan, and the Plan shall be terminated as of the termination date. In accordance with this Subsection, the Accrued Benefit of all participants shall be 100% vested as of the Termination Date.

(d) If any non-vested Terminated participant’s service as a Volunteer shall be resumed before four (4) Plan Years during which no points are credited, he shall not lose credit for creditable Years of Service credited prior to his termination of service.

5.6 DISTRIBUTION OF BENEFITS

(a) Unless otherwise elected or provided below, a Participant who does not die before his Retirement Date shall receive a monthly pension commencing on his Retirement Date and continuing for life.

(b) By filing a timely election with the Administrator a Vested participant who will be eligible to receive a pension under the Plan may designate his spouse or any person approved by the Administrator as his Beneficiary and elect to receive a pension payable in accordance with one of the following options, in lieu of the pension to which he may otherwise become entitled:

> Option 1: The Participant shall receive a reduced pension payable for life, and payment in the amount of one hundred percent (100 %) of such reduced amount shall, after the participant's death, be continued to the Beneficiary during the latter's lifetime.
>
> Option 2: The Participant shall receive a reduced pension payable for life, and payments in the amount of seventy-five *percent* (75%) of such reduced pension shall, after the participant's death, be continued to the Beneficiary during the latter's lifetime.
>
> Option 3: The participant shall receive a reduced pension payable for life, and payments in the amount of fifty percent (50%) of such reduced pension shall, after the Participant's death, be continued to the Beneficiary during the latter's lifetime.

The aggregate of the pension payments expected to be paid to a participant and his Beneficiary under any of the above options shall be the Actuarial Equivalent of the pension which the Participant is otherwise entitled to receive upon his Retirement Date.

(c) Any election made pursuant to Section 5.6 (b) must be made by the Participant in writing during the election period described in Section 5.6 (d) and be consented to by the participant's spouse. If the spouse is legally incompetent to give consent, the spouse's legal guardian, even if such guardian is the participant, may give consent. Such election shall designate a Beneficiary ( or a form of benefits) that may not be changed without spousal consent (unless the consent of the spouse expressly permits designations by the Participant without the requirement of further consent by the spouse). Such spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the participant and consented to by his spouse may be revoked by the participant in writing without the consent of the spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former spouse's waiver shall not be binding on a new spouse.

Should a beneficiary predecease or divorce a Retired Participant, the Retired Participant may designate a new beneficiary. However, the Retired Participant may only make 2 changes in beneficiary. The benefits will be adjusted based on the Retired Participant's current age, and the age of the new beneficiary, using the most up-to-date actuarial tables used by the actuary per Article 4.2. Since the County contracted actuary will make these calculations, the cost of the first beneficiary change calculation, up to $500, shall be paid for by the Pension System. If a Retired Participant desires to make a second beneficiary change, the Retired Participant will pay the entire cost of the calculation.

(d) The election period shall be the 90 day period ending on the "pension starting date." For purposes of this Section, the "pension starting date" means the first day of the first period for which an amount is paid as a pension benefit.

(e) In the event a Participant duly elects an optional form of benefit pursuant to subparagraph (b) above, the Administrator, pursuant to the election of the participant shall duly advise the County Council. Payment of benefits under the Plan may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and his designated Beneficiary). Other forms of payment are allowable subject to the approval of the Administrator.

5.7 DISTRIBUTION OF BENEFITS UPON DEATH

(a) The Participant's beneficiary may direct that payment of pension benefits commence within a reasonable period after the Participant's death (but in no case shall benefits commence later than the date required under Article XI).

5.8 TIME OF SEGREGATION OR DISTRIBUTION

(a) Plan Administrator is to make a distribution on or as of an Anniversary Date, the distribution may be made or begun on such date or as soon thereafter as is practicable. However, unless a Former Participant elects, in writing to defer the receipt of benefits (such election may not result in a death benefit that is more than incidental), the payment of benefits shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the 10th anniversary of the year in which the Participant commenced participation-in the Plan; or (c) the date the Participant terminates his service with the County.

(b) Not withstanding the foregoing, the failure of a Participant and spouse to consent to a distribution while any part of the Accrued Benefit could be distributed before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or 62, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

### 5.9 DISTRIBUTION FOR MINOR BENEFICIARY

In the event a distribution is to be made to a minor, then the Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the County and Plan from further liability on account thereof.

### 5.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or his Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being forfeited, such benefit shall be restored.

### 5.11 EFFECT OF SOCIAL SECURITY ACT

Benefits being paid to a Participant or Beneficiary under the terms of the Plan may not be decreased by reason of any post-separation Social Security benefit increases or by the increase of the Social Security wage base under Title II of the Social Security Act. Benefits to which a Former Participant has a Vested interest may not be decreased by reason of an increase in a benefit level or wage base under Title II of the Social Security Act.

### 5.12 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the Earliest Retirement Age. For the purposes of this Section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under IRS Code Section 414(p).

## ARTICLE VI
## COUNTY COUNCIL

6.1 BASIC RESPONSIBILITIES OF THE COUNTY COUNCIL

The County Council shall have the following categories of responsibilities:

(a) Consistent with the "funding policy and method" determined by the County, to invest, manage, and control the Plan assets subject, however, to the direction of an Investment Manager if the Council should appoint such manager as to all or a portion of the assets of the Plan;

(b) At the recommendation of the Administrator, to pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Beneficiaries;

(c) To review a written annual report per Section 6.5; and

(d) The County Council shall act by a majority of their number, but may authorize one or more of them to sign papers on their behalf.

6.2 INVESTMENT POWERS AND DUTIES OF THE COUNTY COUNCIL

(a) The County Council shall invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the County Council shall deem advisable, pursuant to current County investment policy regarding types of investments. The County Council shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the County. In making such investments, the Council shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Council shall give due regard to any limitations imposed by the IRS Code so that at all times the Plan may qualify as a qualified Pension Plan and Trust.

(b) The County Council may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

6.3 OTHER POWERS OF THE COUNTY COUNCIL

The County Council, in addition to all powers and authorities under common law, statutory authority and other provisions of the Plan, shall have the following powers and authorities, to be exercised in the Council's sole discretion:

(a) To purchase, sell convey, transfer, otherwise dispose of any securities or funds held by the Plan. No person dealing with the County Council shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such transaction, with or without advertisement;

(b) To cause any securities or funds to be registered in the Plan's own name and to hold any investments. The books and records of the Plan shall at all times show that all such investments are part of the Trust Fund;

(c) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the County Council shall deem advisable; and for any sum so borrowed, to issue a promissory note, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Plan shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(d) To keep such portion of the Trust Fund in cash or cash balances as the County Council may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(e) To accept and retain for such time as the County Council may deem advisable any securities or funds received or acquired hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(f) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(g) To follow the investment guidelines and policies of the County as enumerated in County of Volusia Resolution 88-16 dated January 14, 1988 or such guidelines or policies as may be from time to time adopted by the County of Volusia as their investment program;

(h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the County;

(j) To apply for and procure from responsible insurance companies, to be selected by the Administrator, as an investment of the Trust Fund such annuity, or other Contracts (on the life of any Participant) as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(k) To pool all or any of the Trust Fund, from time to time, with assets belonging to the County, and to commingle such assets and make joint or common investments to carry joint accounts on behalf of this Plan and such her trust or trusts, allocating undivided interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

(l) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the County Council may deem necessary to carry out the purposes of the Plan.

6.4 DUTIES OF THE COUNTY COUNCIL REGARDING PAYMENTS

At the recommendation of the Administrator, the County Council shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Council shall not be responsible in any way for the application of such payments.

6.5 ANNUAL REPORT TO THE COUNTY COUNCIL

Within a reasonable period of time after the later of the Anniversary Date or receipt of the County's contribution for each Plan Year, the Council shall receive a written statement of account with respect to the Plan Year for which such contribution was made setting forth:

(a) the net income, or loss, of the Trust Fund;

(b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(c) the increase, or decrease, in the value of the Trust Fund;

(d) all payments and distributions made from the Trust Fund; and

(e) such further information as the County Council and/or Administrator deems appropriate. The County, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Administrator of its approval or disapproval thereof. Failure by the County to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the County of any statement of account shall be binding as to all matters embraced therein as between the County and the County Council to the same extent as if the account of the County Council had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the County Council, the County and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the County Council of its right to have its accounts judicially settled if the County Council so desires.

6.6 DIRECT ROLLOVER

(a) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) For purposes of this Section the following definitions shall apply:

(1) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives for joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under IRS Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) An eligible retirement plan is an individual retirement account described in IRS Code Section 408(a), an individual retirement annuity

described in IRS Code Section 408(b), an annuity plan described in IRS Code Section 403(a), or a qualified trust described in IRS Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) A distributee includes a vested Participant or vested Former Participant or Beneficiary. In addition, the Participant's or Former participant's surviving spouse and the Participant's or Former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRS Code Section 414(p), are distributee's with regard to the interest of the spouse or former spouse.

(4) A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

## ARTICLE VII
## PLAN AMENDMENT

7.1 AMENDMENT

(a) The County shall have the right at any time to amend the Plan, subject to the limitations of this Section. Any such amendment shall be recommended by formal action of the Advisory Board and acted upon by the County Council. However any amendment which affects the rights, duties or responsibilities of the County Council and Administrator may only be made with the Council's and Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The County Council shall not be required to execute any such amendment unless the Trust provisions contained herein are a part of the Plan and the amendment affects the duties of the County Council hereunder.

(b) No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the Accrued Benefit of any Participant (except to the extent permitted under IRS Code Section 412(c)(8)); or causes or permits any portion of the Trust Fund to revert to or become property of the County.

## ARTICLE VIII
## PLAN TERMINATION

8.1 TERMINATION

The County shall have the right to terminate the Plan by delivering to the Administrator written notice of such termination. Upon any termination (full or partial), all amounts shall be allocated in accordance with the provisions hereof and the Accrued Benefit, to the extent funded as of such date, of each affected Participant shall become fully vested and shall not thereafter be subject to forfeiture. Upon full termination of the Plan, the Advisory Board shall direct the distribution of the assets in the Trust Fund to the Participants in a manner which is consistent with Section 5.6. In such case, the Advisory Board shall distribute the assets to the remaining Participants in the Plan and to retired Participants in cash or through the purchase of irrevocable immediately commencing or deferred commitments from an insurer, subject to provision for expenses of administration or liquidation. Such distributions shall be allocated in the following order to the extent of the sufficiency of such assets, basing such allocation on the Accrued Benefit for each such Participant at the date of termination of the Plan:

(a) to provide pensions to retired Participants who have retired under the Plan prior to its termination without reference to the order of retirement;

(b) to provide Normal Retirement Benefits to Participants who have reached their Normal Retirement Dates but have not retired on the date of termination, without reference to the order in which they shall have reached their Normal Retirement Date;

(c) to provide Normal Retirement Benefits to Participants who have not yet reached their Normal Retirement Date on the date of termination, in the order in which they will reach their Normal Retirement Date. Such benefits will be based upon Accrued Benefits as of the date of termination. The balance, if any, of the assets due to erroneous actuarial computation held by the Trust Fund after such allocation shall be returned to the County, but only after the satisfaction of all liabilities with respect to Participants and pensions under the Plan.

8.2 EFFECTIVE UPON TERMINATION DATE

The System shall terminate effective as of the Termination Date, as defined in Article I hereof. All participation in the System shall cease as of the Termination Date, and all assets of the System shall be disposed of in accordance with Section 8.1 by no later than the Termination Date. The System shall thereupon cease to exist.

## ARTICLE IX
## MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

9.1 REQUIREMENTS

Before this Plan can be merged or consolidated with any other qualified plan or its assets or liabilities transferred to any other qualified plan, the Administrator must secure (and file with the Secretary of Treasury at least 30 days beforehand) a certification from a government-enrolled actuary that the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any "section 411(d)(6) protected benefits" as described in Section 7.1.

## ARTICLE X
## MISCELLANEOUS

10.1 PARTICIPANT' S RIGHTS

This Plan shall not be deemed to constitute a contract between the County and any Participant or to be a consideration or an inducement for the service of any Participant or volunteer. Nothing contained in this Plan shall be deemed to give any volunteer the right to be retained in the service of the County or to interfere with the right of the County to discharge any volunteer at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

10.2 ALIENATION

(a) Subject to the exceptions provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the County Council, except to such extent as may be required by law.

(b) This provision shall not apply to a "qualified domestic relations order" defined in IRS Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

10.3 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

10.4 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the County Council or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the County Council or Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

10.5 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto must be used for the exclusive benefit of Participants or their Beneficiaries.

(b) In the event the County shall make an excessive contribution under a mistake of fact, the County may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the amount shall be returned to the County within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the County but any losses attributable thereto must reduce the amount so returned.

10.6 COUNTY'S PROTECTIVE CLAUSE

The County shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

10.7 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the County Council, and shall have no duty to see to the application of any funds paid to the County Council, nor be required to question any actions directed by the County Council. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

10.8 RECEIPT AND RELEASE FOR PAYMENTS

Any Payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the County, who may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the County or Administrator.

10.9 ACTION BY THE COUNTY

Whenever the County under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

10.10 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are (1) the County, (2) the Administrator and (3) the County Council. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as described herein and which are necessary to effectuate the purposes of this Plan.

10.11 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

10.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Contract purchased hereunder, the Plan provisions shall control.

## ARTICLE XI
## INTERNAL REVENUE CODE COMPLIANCE

11.1 COMPLIANCE

It is the intention of the County that the System exist at all times as a qualified plan in accordance with all applicable provisions of Section 401(a) of the Internal Revenue Code and all applicable regulations thereunder.

11.2 REQUIRED PROVISIONS

(a) *Maximum amount of retirement income:*

(1) The limitations of this subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this subsection (a) shall supersede any provision of the plan to the extent such provision is inconsistent with this subsection.

The annual pension as defined in paragraph (2) below otherwise payable to a member at any time shall not exceed the dollar limitation for the member multiplied by a fraction whose value cannot exceed one (1), the numerator of which is the member's number of years (or part thereof, but not less than one (1) year) of service with the County and the denominator of which is ten (10). For this purpose, no more than one (1) year of service may be credited for any plan year. If the benefit the member would otherwise accrue in a limitation year would produce an annual pension in excess of the dollar limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the dollar limitation.

(2) "Annual pension" means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

a. For limitation years beginning on or after July 1, 2007:

(I) the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the member's form of benefit; or

(II) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using a five (5.00) percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).

b. For limitation years beginning before July 1, 2007:

(I) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using the interest rate and mortality basis specified by the board of trustees for determining actuarial equivalence under the plan for the particular form of payment; or

(II) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using a five (5.00) percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to section 417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this subsection (a), and the amount payable under the form of benefit in any limitation year shall not exceed the limits of this subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to section 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(3) "Dollar limitation" means, effective for the first limitation year beginning after January 1, 2001, one hundred sixty thousand dollars ($160,000.00), automatically adjusted under Code section 415(d), effective January 1 of each year, as published in the Internal Revenue

Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a member's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The dollar limitation shall be further adjusted based on the age of the member when the benefit begins as follows:

a. For Annuity Starting Dates in limitation years beginning on or after July 1, 2007:

(I) If the annuity starting date for the member's benefit is after age sixty-five (65):

(i) If the plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement: The dollar limitation at the member's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the member's annuity starting date that is the actuarial equivalent of the dollar limitation with actuarial equivalence computed using a five (5.00) percent interest rate assumption and the mortality basis prescribed in Code section 415(b)(2)(E)(v) for that annuity starting date (and expressing the member's age based on completed calendar months as of the annuity starting date).

(ii) If the plan does have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement: The dollar limitation at the member's annuity starting date is the lesser of (aa) the dollar limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan at the member's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the plan at age sixty-five (65), both determined without applying the limitations of this subsection (a), and (bb) the limitation determined under subparagraph (3)a.(I)(i) of this subsection (a). For this purpose, the adjusted immediately commencing straight life annuity under the plan at the member's annuity starting date is the annual amount of such annuity payable to the member, computed disregarding the member's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the plan to a hypothetical member who is age sixty-five (65) and has the same accrued benefit as the member.

(II) Except with respect to a member who is a "qualified member" as defined in section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in section 415(b)(2)(I) of the Code), if the annuity starting date for the member's benefit is before age sixty-two (62):

(i) If the plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement: The dollar limitation at the member's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the member's annuity starting date that is the actuarial equivalent of the dollar limitation with actuarial equivalence computed using a five (5.00) percent interest rate assumption and the mortality basis prescribed in Code section 415(b)(2)(E)(v) for that annuity starting date (and expressing the member's age based on completed calendar months as of the annuity starting date).

(ii) If the plan does have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement: The dollar limitation at the member's annuity starting date is the lesser of (aa) the dollar limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan at the member's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the plan at age sixty-two (62), both determined without applying the limitations of this subsection (a), and (bb) the limitation determined under subparagraph (3)a.(II)(i) of this subsection (a).

b. For annuity starting dates in limitation years beginning before July 1, 2007:

| Age as of Annuity Starting Date: | Adjustment of Dollar Limitation: |
|---|---|
| Over 65 | The smaller of: |
| | (a) The actuarial equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified by the board of trustees for determining actuarial equivalence under the plan; or |
| | (b) The actuarial equivalent of the limitation for age 65, computed using a 5.00 percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v). |
| | Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the member. If any benefits are forfeited upon death, the full mortality decrement is taken into account. |
| 62 to 65 | No adjustment. |
| Less than 62 | The smaller of: |
| | (a) The actuarial equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified by the board of trustees for determining actuarial equivalence under the plan; or |
| | (b) The actuarial equivalent of the limitation for age 62, computed using a 5.00 percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v). |
| | This adjustment shall not apply to any "qualified member" as defined in section 415(b)(2)(H), nor to survivor and disability benefits as defined in section 415(b)(2)(I) of the code. |

(4) With respect to clause (3)a.(I)(i), clause (3)a.(II)(i) and paragraph (3)b. above, no adjustment shall be made to the dollar limitation to reflect the probability of a member's death between the annuity starting date and age sixty-two (62), or between age sixty-five (65) and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the member prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the member's death if the plan does not charge members for providing a qualified preretirement survivor annuity, as defined in Code section 417(c), upon the member's death.

(5) The term "limitation year" is the 12-month period which is used for application of the limitations under Code section 415 and shall be the calendar year.

(6) The limitations set forth in this subsection (a) shall not apply if the annual pension does not exceed ten thousand dollars ($10,000.00) provided the member has never participated in a defined contribution plan maintained by the County.

(7) Cost-of-living adjustments in the dollar limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under subsection 415(d) of the Code.

(8) In the case of a member who has fewer than ten years of participation in the plan, the dollar limitation set forth in paragraph (3) of this subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the plan, and (ii) the denominator of which is ten (10).

(9) Any portion of a member's benefit that is attributable to mandatory member contributions (unless picked-up by the County) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under section 415 of the Code.

(10) Should any member participate in more than one (1) defined benefit plan maintained by the County, in any case in which the member's benefits under all such defined benefit plans (determined as of the same age) would exceed the dollar limitation applicable at that age, the accrual of the member's benefit under this plan shall be

reduced so that the member's combined benefits will equal the dollar limitation.

(11) For a member who has or will have distributions commencing at more than one (1) annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to §1.401(a)-20, Q&A 10(d), and with regard to §1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(12) The determination of the annual pension under paragraph a.(1) of this subsection (a) shall take into account (in the manner prescribed by the regulations under section 415 of the Code) social security supplements described in section 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant §1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of section 415 of the Code, as amended, so that the maximum benefits provided by plans of the County shall be exactly equal to the maximum amounts allowed under section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this subsection (a) and the provisions of section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of section 415 of the Code. The value of any benefits forfeited as a result of the application of this subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in sections 401(a)(17) and 415 of the Internal Revenue Code, compensation shall include any elective deferral (as defined in Code section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the member and which is not includible in the gross income of the member by reason of section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the member by reason of section 132(f)(4) of the Internal Revenue Code. For limitation

years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) two and one-half (2½) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

(b) *Required beginning date:* Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which effective January 1, 2023, is defined as:

(1) With regard to a participant who reached age 70 ½ prior to January 1, 2020, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 70 ½ years; or

With regard to a participant who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 72 years; or

With regard to a participant who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) *Required minimum distributions.*

(1) *Required beginning date.* The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date as defined in subsection (b) of this section 58-104.

(2) *Death of participant before distributions begin.*

a. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by

December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained his or her required beginning date.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

b. The participant's entire interest shall be distributed as follows:

(i) *Participant survived by designated beneficiary.* If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in subparagraph (2)(A) above, over the life of the designated beneficiary or over a period certain not exceeding:

(I) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(II) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) *No designated beneficiary.* If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

c. *Death of surviving spouse before distributions to surviving spouse begin.* In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(3) *Requirements for annuity distributions that commence during participant's lifetime.*

a. *Joint life annuities where the beneficiary is not the participant's spouse.* If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's required beginning date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

b. *Period certain annuities.* Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age seventy (70), the applicable distribution period for the participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of seventy (70) over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this subparagraph (3)(B), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) *Form of distribution.* Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subparagraphs (4)(A), (4)(B) and (4)(C) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

a. *General annuity requirements.* If the participant's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;

(ii) The distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in paragraphs (2) or (3) above, whichever is applicable, of this subsection (c);

(iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) Payments will either be non-increasing or increase only as follows:

(I) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) To the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Code;

(III) To provide cash refunds of employee contributions upon the participant's death; or

(IV) To pay increased benefits that result from a plan amendment.

b. *Amount required to be distributed by required beginning date*. The amount that must be distributed on or before the participant's required beginning date (or, if the participant dies before distributions begin, the date distributions are required to begin under subparagraph (2)(A)(i) or (2)(A)(ii), whichever is applicable) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's required beginning date.

c. *Additional accruals after first distribution calendar year.* Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this subsection (c), distributions are considered to begin on the participant's required beginning date. If annuity payments irrevocably commence to the participant (or to the participant's surviving spouse) before the participant's required beginning date (or, if to the participant's surviving spouse, before the date distributions are required to begin in accordance with subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) *Definitions.*

a. *Designated beneficiary.* The individual who is designated as the beneficiary under the plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, of the Treasury regulations.

b. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (2) of this subsection (c).

c. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(d) *Eligible rollover distributions:*

(1) Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a

distributee may elect, at the time and in the manner prescribed by the administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions. The following definitions apply to this section:

a. *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more;

(ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

(iii) the portion of any distribution which is made upon hardship of the member; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

b. *Eligible retirement plan:* An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, a qualified trust described in section 401(a) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

c. *Distributee:* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in section 408(a) of the Code or an individual retirement annuity described in section 408(b) of the Code shall be considered a distributee.

d. *Direct rollover:* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this plan, the maximum amount of any mandatory distribution, as defined in section 401(a)(31) of the Code, payable under the plan shall be one thousand dollars ($1,000.00).

(f) *Compensation limitations under 401(a)(17):* In addition to other applicable limitations set forth in the plan, and notwithstanding any other provision of the plan to the contrary, the annual compensation of each participant taken into account under the plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is two hundred thousand dollars ($200,000.00), as adjusted by the commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

Any reference in the plan to the limitation under section 401(a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

IN WITNESS WHEREOF, this Plan has been executed the day and year first above written.

Signed, sealed, and delivered
in the presence of:

COUNTY COUNCIL
ATTEST: COUNTY OF VOLUSIA

| | |
|---|---|
| ____________________________ | ________________________ |
| George Recktenwald<br>County Manager | Jeffrey S. Brower<br>County Chair |
| Date:__________________________ | Date: ______________________ |