

RESOLUTION NO. 14-\_\_

A RESOLUTION OF THE CITY OF FORT LAUDERDALE, FLORIDA ESTABLISHING AND DECLARATING THE CITY OF FORT LAUDERDALE OPEB TRUST AS SECTION 115 TRUST PURSUANT TO THE INTERNAL REVENUE CODE AND IN COMPLIANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS 43 AND 45; ESTABLISHING THE CITY OF FORT LAUDERDALE COMMISSION AS THE BOARD OF TRUSTEES; ESTABLISHING A TRUST ADMINISTRATOR RESPONSIBLE FOR THE DAY TO DAY ADMINISTRATION OF THE TRUST; PROVIDING FOR THE DUTIES AND POWERS OF THE BOARD OF TRUSTEES; PROVIDING FOR DELEGATION OF CERTAIN OF THE DUTIES AND POWERS OF THE TRUSTEES TO THE TRUST ADMINISTRATOR; ESTABLISHING THE CITY'S FINANCE DIRECTOR AS THE TRUST ADMINISTRATOR; PROVIDING FOR VARIOUS TERMS OF THE TRUST; AUTHORIZING TRANSFER OF \$ 8,578,116 TO THE OPEB TRUST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the City Commission of the City of Fort Lauderdale ("City") has established and maintains certain employee benefit plans that provide post-employment benefits other than pensions (as more fully defined hereinafter, "Benefits"), to serve as subsidies for such Benefits as, but not limited to dental, vision, medical and prescription drug coverage, to a class of ~~retired~~ former employees of the City, more particularly described below (collectively, "Beneficiaries"); and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued GASB Statement 43 ("GASB 43") and Statement 45 ("GASB 45") that establish standards for accounting and financial reporting for state and local governmental employers, such as the City, that offer Benefits to certain former employees; and

WHEREAS, the City, as Settlor of this Trust, desires to create and establish this Declaration of Trust, that will be separate from the City, for the purpose of providing funds to pay for Benefits with the intent that (i) the income of the Trust will be exempt from federal income tax under Internal Revenue Code Section 115; (ii) the Trust will qualify as a trust for purposes of GASB 43; and (iii) all assets of the Trust are and will be dedicated to, and shall be used for the exclusive purpose of, providing for payments of Benefits and for paying expenses of administering the Trust, and will not be available to any creditors of the City; and

WHEREAS, the City's provision of Benefits to Beneficiaries constitutes an essential governmental function within the meaning of Section 115(1) of the Internal Revenue Code; and

WHEREAS, Sections 115 and 671 of the Internal Revenue Code permit the City to establish a separate Trust that would serve as a vehicle for accumulating amounts needed to pay for Benefits; and

WHEREAS, the Trust established hereunder, either in whole or in part, shall not be used for, nor shall any of the income or other assets held under the terms of the Trust be used for purposes other than the payment of Benefits to or on behalf of Beneficiaries under the employee benefit Plans or the expenses incident thereto or expenses of the Trust or distribution in accordance with Section 4.02 hereof upon termination of the trust; and

WHEREAS, assets of the Trust shall be held by the Board of Trustees at all times and the Trust assets shall not be considered funds or assets of the City for any purpose, other than financial reporting purposes under Generally Accepted Accounting Principles (GAAP) other than as set forth in Section 4.02 hereof for distribution upon termination of the trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. Definitions. As used in this Resolution, unless otherwise defined or required by the context, the following terms shall have the meanings hereinafter set out:

- (a) "Actuarial Accrued Liability" shall mean that portion of the actuarial present value of Trust obligations, as determined under a particular Actuarial Cost Method and related administrative expenses.
- (b) "Actuarial Cost Method" shall mean a method of determining the actuarial present value of the obligations and administrative expenses of the Trust, and for developing an actuarially equivalent allocation of the value to time periods. Acceptable actuarial methods include the aggregate, attained age, entry age, frozen attained age, frozen entry age, and projected unit credit methods.

- (c) "Actuarial Valuation" shall mean the determination, as of valuation date, of the normal cost, Actuarial Accrued Liability, actuarial value of assets, and related actuarial present values for the Trust.
- (d) "Administrative Expenses" shall mean all reasonable expenses related to and incurred in the operation of the Trust, including all investment expenses.
- (e) "Annual Required Contribution" and "ARC" shall mean the amount to be contributed in a given year to fund the Trust, as determined by the Actuarial Valuation in accordance with requirements of GAAP and all other such requirements under GASB 43 and GASB 45. This amount should represent a level of funding that if paid on an ongoing basis is projected to cover the normal cost each year and amortize any Unfunded Actuarial Accrued Liabilities over a period not to exceed thirty (30) years.
- (f) "Beneficiaries" shall mean former employees of the City, who meet the criteria for eligibility for Benefits under the Plans for each respective class of employees.
- (g) "Benefits" shall mean post-employment benefits paid pursuant to the Plans on behalf of Beneficiaries after an employee's separation from service, other than pension benefits. Depending on the specific provisions of the Plans, such benefits may include, but shall not necessarily be limited to, subsidies for medical, prescription drugs, dental, and vision.
- (h) "City" shall mean the City of Fort Lauderdale, Florida, acting through its City Commission. The City is the Settlor of this Declaration of Trust.
- (i) "City Commission" shall mean the City Commission of the City of Fort Lauderdale the governing body for the City. The City Commission shall also constitute the Board of Trustees under the OPEB Trust. The Mayor of the City shall serve as the Chairman of the Board of Trustees.
- (j) "City Manager" shall mean the person holding the office of City Manager of the City.
- (k) "Code" means the Internal Revenue Code of 1986, as amended.
- (l) "Director of Finance" shall mean the person holding the office of the Director of Finance of the City. The Director of Finance shall also be the Trust Administrator.
- (m) "Employee" shall mean an employee or former employee of the City.

- (n) "Fiscal Year" shall mean October 1 of any year through September 30 of the following year.
- (o) "GASB" shall mean the Governmental Accounting Standards Board.
- (p) "Generally Accepted Accounting Principles" or "GAAP" shall mean accounting principles generally accepted in the United States of America.
- (q) "Minimum Annual Payment" and "Pay-as-you-go" amount shall mean the annual amount paid by the City, if any, toward Benefits, which, when combined with the Trust assets, will provide sufficient funds to cover all Benefits and related Administrative Expenses for that Fiscal Year.
- (r) "Obligations" shall mean those Benefits and Administrative Expenses of the Trust and the cost of the ARC which is allocated to such valuation year by the Actuarial Cost Method used for the Trust.
- (s) "Other Post-Retirement Benefits," "OPEB," or "Post-Retirement Health Care Benefits" means those benefits as addressed by GASB 43 and GASB 45, or any subsequent GASB statement that may be applicable to the Trust.
- (t) "Plan" shall mean such post employment benefit plan or plans for former employees of the City, which such Plan may be amended from time to time, for which Benefits are funded in whole or in part by the City under the Trust established hereunder. The term "Plan" shall not include the City's General Employees' Retirement System, the City's Police and Firefighters' Retirement System, nor any 401(a) or 457 account set up for the benefit of participating employees or former employees. The term "Plan" shall include those Plans described in Schedule One to this Trust and shall include amendments or revisions thereto which may be adopted from time to time.
- (u) "Trust" shall mean the City of Fort Lauderdale OPEB Trust created and set forth herein.
- (v) "Trust Administrator" shall mean the City's Finance Director who shall be responsible for the administration of the day-to-day operation and management of the Trust pursuant to Section 2.06 hereof and in accordance with the policies and directives issued by the Board of Trustees from time to time.
- (w) "Trustees" shall mean the City Commission acting as the Board of Trustees for the

City's OPEB Trust.

(x) "Unfunded Actuarial Accrued Liability" shall mean for any Actuarial Valuation, the excess of the Actuarial Accrued Liability over the actuarial value of the assets of the Trust under an Actuarial Cost Method used by the Trust for funding purposes.

## ARTICLE II ESTABLISHMENT OF TRUST

### SECTION 2.01. Creation of Trust; Purpose.

(a) The City, by and through its governing body, hereby creates this Declaration of Trust to be known as the "OPEB Trust". The OPEB Trust is hereby created for the sole purpose of providing funding for, and payment of, Benefits to Beneficiaries and the payment of reasonable expenses of administration of the Trust. The provision of Benefits to Beneficiaries constitutes an essential governmental function within the meaning of Section 115(1) of the Internal Revenue Code. The Trust is created for the purpose of funding and providing for the payment of Benefits to the Beneficiaries under the Plans and in no event shall any part of the principal or income of the Trust be paid or revert to the City for any purpose whatsoever other than to pay or to provide reimbursement for eligible Benefit expenditures for the exclusive benefit of Beneficiaries, including Administrative Expenses, except in accordance the terms and conditions set forth in Section 4.02, Termination of Trust. The Trust is created pursuant to the authority of Article VIII, Section 2 (b) of the Florida Constitution (1968), § 166.021, Florida Statutes (2014) and the City's Charter and other applicable law and shall constitute a governmental trust pursuant to Section 115 of the Code. The Trust may consist of the contributions from the City, all investments made or held under the Trust, and all income therefrom, both received and accrued, and any other property, that may be received or held by reason of the Trust. It is intended that the Trust shall be tax-exempt and shall qualify as tax-free under Section 115(1) of the Code and any amendments of the Code applicable to trusts of such type.

(b) No part of the net earnings of the Trust may inure to the benefit of any employee of the City or Beneficiary other than by Benefit payments or for Administrative Expenses. The assets of the Trust shall not be used for or diverted to purposes other than to provide the Benefits contemplated hereunder for the exclusive benefit of Beneficiaries, except any Administrative Expenses for which the Trust is liable as set forth herein, and except pursuant to and as provided for by Section 4.02 hereof upon termination of the Trust. A portion of net earnings may be used for payment of reasonable and necessary professional services,

costs, and expenses related to assisting the Trustees and Trust Administrator in the operation of the Trust.

(c) All income, profits, recoveries, contributions, forfeitures and any and all monies, securities and properties of any kind at any time received or held by the Trustees hereunder, shall become part of the Trust when received, and shall be held for the use and purposes hereof.

(d) The City shall not be liable for payment to the Trust of any amount other than those contemplated by this Declaration of Trust. Neither the City nor any Beneficiary, Trustee or Trust Administrator shall be liable for any debts, liabilities, nor obligations of the Trust except as provided herein.

SECTION 2.02. Conformity to Code. This OPEB Trust is established as a Code Section 115 governmental trust and shall conform to all applicable sections of the Code and all statutes, ordinances, rules, regulations, and judicial decisions interpreting the foregoing provisions. This OPEB Trust shall be interpreted in a manner consistent with such intent and the intention of the City that the Trust hereunder satisfies the requirements of GASB 43 and GASB 45.

SECTION 2.03. Exclusive Benefit. Except as provided under applicable law, no part of the corpus or income of the Trust may be used for, or diverted to, any purpose other than for the exclusive benefit of Beneficiaries under any Plan prior to the satisfaction of all liabilities of the Plan with respect to all Beneficiaries and payment of all Administrative Expenses, and in accordance with the provisions set forth in Section 4.02 hereof, regarding termination of the Trust.

SECTION 2.04. No Right of Reversion; Return of Contributions.

(a) Except as provided in subsection (b) below, neither the City, the Trustees nor Trust Administrator shall have any right, title, interest, claim or demand whatsoever in or to the funds held by the Trust, other than the right to a proper application thereof and accounting therefor as provided herein, nor shall any funds ever revert back to the City prior to the satisfaction of all liabilities of the Trust with respect to all Beneficiaries and payment of all Administrative Expenses in accordance with Section 4.02 hereof regarding termination of the Trust.

(b) Notwithstanding any other provisions of this Trust, if and to the extent permitted by the Code and other applicable laws and regulations thereunder and by GASB 43 and

GASB 45, upon the City's request, a contribution that is deposited into the Trust by a mistake in fact shall be returned by the Trustees to the City within a reasonable period of time.

SECTION 2.05. Spendthrift Provision. All assets, income, and distributions of the Trust shall be protected against the claims of creditors of the City and Beneficiaries, and shall not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws or other process whatsoever, nor shall any assignment thereof be enforceable in any court.

SECTION 2.06. Named Fiduciary.

(a) The Trustees and Trust Administrator shall be fiduciaries for the Trust, shall have the duty to invest and manage investment assets as set forth in § 738.11, Florida Statutes, as same may be amended from time to time and shall have the power to delegate responsibilities under the terms of this Trust. Such delegations of fiduciary responsibilities may be to officers and employees of the City, or to other individuals or organizations, including an actuary or a third-party administrator or record-keeper, all of whom shall hold those delegations at the pleasure of the Trustees, provided however, that such delegation shall not relieve the Trustees of their fiduciary responsibility and such delegates shall maintain fiduciary standards in the exercise of their duties. Any employee of the City, who already receives full-time pay, and to whom such fiduciary responsibilities are delegated, shall serve without additional compensation. The Settlor hereby creates the office of the Trust Administrator who shall be responsible for the administration of the day-to-day affairs of the Trust in accordance with the terms of this Trust and the policies adopted by the Trustees.

(b) The Trust Administrator shall meet with the Board of Trustees, no less frequently than quarterly. In the event that there is a prolonged absence, incapacity or vacancy in the position of Trust Administrator, the Trustees shall appoint a Temporary Trust Administrator to act as the Trust Administrator during the intervening period of any absence or incapacity of the Trust Administrator or until a new Director of Finance is appointed, whichever shall first occur. During such period the Temporary Trust Administrator shall have all the powers, responsibilities and duties otherwise vested in the office of the Trust Administrator.

SECTION 2.07. Segregation of Assets. Assets under the Trust may be segregated for investment purposes. No individual account for any Beneficiary will be maintained at any time under the Trust and no Beneficiary will have any right or title with respect to any specific assets of the Trust. Accordingly, no Beneficiary will have a preferred claim, lien on, security interest in, or any beneficial interest in, any particular assets of the Trust. Beneficiaries will

be entitled to receive payments of assets of the Trust (or have such assets paid on behalf of such Beneficiaries) only when, as and if determined by the Trustees in accordance with terms of the Plan.

SECTION 2.08. City Contributions. In its sole discretion, the City from time to time may make (or cause to be made) contributions of cash or other assets acceptable to the Trustees to the Trust, from City contributions or any other legally available source of funds. Neither the Trustees nor any Beneficiary nor any other person or entity shall have the right to compel such contributions. All such contributions and all income thereon are dedicated to, and shall only be used for, those purposes authorized by this Trust. The City shall develop the Minimum Annual Payment as part of its budget each year.

SECTION 2.09. Termination of Contributions. The City has established the Trust with the bona fide intention and expectation that from year to year the City will be able to and will deem it advisable to make its contributions as herein provided. However, the City reserves the right to fund the Benefits on a "Pay-as-you-go" basis and recognizes that circumstances not now foreseen or circumstances beyond the City's control may make it either impossible or inadvisable to continue to make the City's contributions as herein provided. In the event the City determines that it is impossible or inadvisable for the City to continue to make its contributions as herein provided, the City shall have the right to suspend or terminate its contributions.

SECTION 2.10. Expenses of Administration. All Administrative Expenses shall be paid out of the assets of the Trust.

### ARTICLE III

#### DUTIES AND POWERS OF THE TRUSTEE

SECTION 3.01. Creation of Board of Trustees. A board of trustees for the Trust is hereby created and such board shall be known as the Board of Trustees (the "Trustees"). Such Board of Trustees shall be comprised of the then current members of the City of Fort Lauderdale City Commission and shall meet as the Board of Trustees for the OPEB Trust not less frequently than quarterly. The Mayor of the City of Fort Lauderdale shall serve as chairman of the Board of Trustees and the City Clerk, shall serve as recording clerk to the Trustees. The City Clerk shall keep a complete minute book of the actions, proceedings, or hearings of the Trustee. To the extent allowed or required by the Code, and other applicable federal, Florida, or local law, the Board of Trustees for the OPEB Trust shall be a



separate legal entity with all powers and responsibilities conferred upon it by law and by this Declaration including the power to bring and defend lawsuits of every kind, nature and description. The Trustees are hereby authorized to make and adopt such reasonable rules and regulations as may be necessary or convenient to carry out the duties of the Trustees hereunder and the activities of the Trust. The Trustees hereby authorize the Trust Administrator to perform certain of the responsibilities of day to day administration of the City OPEB Trust on behalf of the Board of Trustees, as more specifically set forth herein. Meetings of the Trustees may be called from time to time by either the Chairman of the Board of Trustees or by the Trust Administrator.

SECTION 3.02. Administration of Trust.

(a) The Trust shall be administered for the benefit of all Beneficiaries as herein provided, without discrimination in favor of one or some Beneficiaries as against one or some other Beneficiaries. Nothing contained in this Trust shall constitute a guarantee that Trust assets will be sufficient to pay any Benefits to any particular Beneficiary.

(b) Whenever action is required by the Trustees hereunder, the same may be taken by the Trust Administrator, solely to the extent of those powers specifically delegated to the Trust Administrator, as delegated agent for that purpose by the Trustees. The Trust Administrator shall provide quarterly reports to the Trustees. The Trustees shall be entitled to rely upon information or instructions received from the Trust Administrator. Any information or instruction from the City to the Trust Administrator or to the Trustees shall be in writing and shall be effective upon delivery to the Trust Administrator or Trustee, as applicable.

(c) The Trustees shall be under no duty or responsibility to inquire into the acts or omissions of the City, nor shall the Trustees have any liability therefor. Should it become necessary to perform some act hereunder and there is neither direction in the Trust nor information nor instructions from the City on file with the Trustees, or Trust Administrator, as applicable, relating thereto, and such information or instructions cannot be obtained after reasonable inquiry, the Trust Administrator shall have full power and authority to act in their discretion, consistently with the purpose of the Trust; and in so acting or in following any instructions from the Trustees, the Trust Administrator shall be fully protected by the Trust and shall be absolved from all liability provided the Trust Administrator discharges its duties with the care, skill, and caution under the circumstances then prevailing which a prudent person, acting in a like capacity and familiar with those matters, would use in the conduct of an activity of like character and purpose.

(d) The duties, powers and responsibilities of the Trustees shall be limited as specifically provided herein. No person serving as a Trustee or Trust Administrator hereunder shall be liable or responsible to anyone for any matter or thing whatsoever, provided only that the Trustee and Trust Administrator have met the prudent person standard as described above.

(e) The Trustees and the Trust Administrator, in performing any act hereunder, shall be entitled to rely upon any affidavit, certificate, letter, notice, telegram or other paper or document believed by the Trustees or the Trust Administrator, whichever the case may be, to be genuine and upon any information or evidence believed by the Trustees or the Trust Administrator to be sufficient; and the Trustees shall be protected by the Trust in all payments hereunder if made in good faith and without actual knowledge of the happening of an event or a change in conditions which would affect such payments.

(f) Neither the Trustees nor the Trust Administrator shall take any action nor make any determination inconsistent with any qualification or ruling of the Internal Revenue Service, an arbitrator or the courts with respect to the Trust. In the case of amendments to the Code or changes of regulations by the Internal Revenue Service or other governmental agency, the Trustees are empowered to take all necessary actions authorized by this Declaration of Trust, federal and state law and regulations, to continue the qualification of the Trust as a Code Section 115 Trust.

(g) The Trustees shall discharge its duties with respect to the Trust solely in the interest of the Beneficiaries for the exclusive purpose of providing Benefits to Beneficiaries and paying Administrative Expenses of the Trust.

SECTION 3.03. Powers of the Trustees; Delegation of Certain Powers to Trust Administrator. The Trustees shall have the powers and rights set forth below, and the powers and rights contained in subsections 3.03 (a); (b); (c); (g); and (i), all of which are hereby delegated to the Trust Administrator; provided, however, that the Trustees hereby reserve unto themselves, and specifically do not delegate to the Trust Administrator, those powers of the Trustees that are contained in subsections 3.03 (d); (e); (f); (h); and (j); and further provided, that the Trustees hereby reserve unto themselves, and specifically do not delegate to the Trust Administrator, those powers of the Trustees that are invested in the Trustee by law.

(a) Administrative Powers. The Trustees shall receive, hold, invest and reinvest contributions to the Trust and shall make disbursements from the Trust pursuant to applicable provisions of this Declaration of Trust and the Plan. Financial reporting for the Trust shall be

in conformance with Generally Accepted Accounting Principles.

(b) Investment Powers. The Trustees shall have the power to hold, manage, and control the assets of the Trust during the life of the Trust. The Trustees shall have full power without any court order to sell, exchange, hold, control, invest and reinvest the same in such manner and upon such terms as the Trustees deems best, including (without limitation of these powers) the power to purchase shares in investment trusts and stock in investment corporations, irrespective of any statutes or rules or practices of courts now or hereafter in force limiting the investments of trust companies or trustees generally. The Trustees shall adopt an investment policy and shall invest the assets of the Trust in accordance with such investment policy, which policy may be amended from time to time. The Trust Administrator shall coordinate with the City's investment advisor for professional advice with respect to the investments of the Trust. The Trustees are authorized to hold cash un-invested at any time. No purchaser from the Trustees need see to the application of the purchase money to the purposes of the Trust, but the receipt of the Trustees shall be a complete discharge to any such person. No individual Trustee, or their respective designee, shall be personally liable upon any contract of, indebtedness of, or claim against, the Trust, executed under the provisions of this Declaration of Trust. The Trustees hereby declare its intent that assets of the Trust shall be held by a third party custodian or custodians and such declaration is binding on the Trust Administrator. The Trustees hereby delegates to the Trust Administrator the authority to contract with such third-party custodian or custodians.

(c) Voting and Related Powers. The Trustees may vote any stocks, bonds, or other securities, to give general or special powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust.

(d) Claims by or Against the Trust. The Trustees shall determine whether to sue or defend in any suit or legal proceedings by or against the Trust. The Trustees shall have full power in the Trustees' discretion to compound, settle, compromise, and adjust all claims and demands in favor of or against the Trust upon such terms as the Trustees may deem best. The Trustees may commence or defend legal or administrative proceedings and represent the Trust in all legal and administrative proceedings. In the administration of the Trust, the Trustees shall not be obligated to take any action that may subject the Trustees to any expense or liability unless the Trustees are first indemnified to the Trustees' satisfaction for all

expenses and liabilities that the Trustees may incur in connection with such action. The assets of the Trust shall not be subject to the claims of any creditors of the City.

(e) Employment of Agents. The Trustees shall employ such agents, attorneys-in-fact, experts, actuaries, accountants, investment advisors, brokers and investment and legal counsel, as they deem necessary and may delegate discretionary powers to or to rely upon information or advice furnished by such agents, attorneys-in-fact, experts or counsel.

(f) Execution of Instruments. The Mayor of the City of Fort Lauderdale, as Chairperson of the Board of Trustees and on behalf of the Board of Trustees, shall execute 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, and to perform any and all acts that may be necessary, proper or convenient in the proper administration of the Trust, provided that such power and authority to execute and deliver documents may be delegated from time to time to the Trust Administrator. The Trustees shall complete and provide to Beneficiaries and to the appropriate governmental agencies any reports as may be required by the Code, applicable federal, state, or local law.

(g) Necessary Acts. The Trustees shall do all acts whether or not expressly authorized that may be necessary or proper for the protection of the property held hereunder or for the carrying out of any duty under this Declaration of Trust.

(h) Holding of Trust Assets. All the assets in the Trust shall be held collectively for the benefit of all the Beneficiaries with no physical division thereof until such time as distribution is actually made by the Trustee.

(i) Disbursements. The Trustees shall have the power to make disbursements for the payment of Benefits under the Plan and for the payment of Administrative Expenses.

(j) Retention of Disputed Funds. The Trustees shall have the power to retain any funds or property subject to dispute without liability for the payment of interest; and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction.

SECTION 3.04. No Bond Required. Neither the Trustees nor the Trust Administrator shall be required to furnish any bond or other security for the faithful performance of its respective duties hereunder.

SECTION 3.05. Accounts. The Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection by any person whomsoever in accordance with Florida's public records laws. Not later than one hundred twenty (120) days after the end of each fiscal year of the Trust, excluding Fiscal year 2013-2014, the Trust Administrator shall file with the Trustees a written report setting forth all investments, receipts, disbursements, and other transactions effected by the Trustees from the date of the prior such report to the close of such fiscal year. Such report shall contain an exact description and market value of all securities and investments held at the close of such fiscal year and the cost of each item thereof, as carried on the books of the Trust. The financial records of the Trust shall be subject to the annual audit of the City as required by Florida law.

#### ARTICLE IV

#### AMENDMENT OR TERMINATION OF TRUST

SECTION 4.01. Amendments. The governing body of the City of Fort Lauderdale, as Settlor of this Trust, reserves the right to amend the Trust at any time, but no such amendment shall cause or permit (i) any portion of the corpus or income of the Trust to revert to or become the property of or be used for the benefit of the City, (ii) conflict with the terms of the Plan, or (iii) make the Trust revocable prior to the satisfaction of all liabilities of the Plan with respect to all Beneficiaries and payment of all Administrative Expenses in accordance with Section 4.02 hereof. Any amendment that is necessary to bring the Trust into conformity with government laws or regulations in order to qualify the Trust under GASB 43 and GASB 45 shall be made and applied retroactively, *nunc pro tunc*. Copies of all amendments and/or separate documents relating to the Trust or the Benefits provided under the Trust shall be provided to the Trust Administrator. The power to amend or revise the terms of the Trust shall not include the power or authority to amend or revise Section 4.02 of the Trust, unless otherwise provided by law.

SECTION 4.02. Termination of Trust. In the event that (i) the City's contributions to the Trust have been terminated completely in accordance with the provisions of Section 2.09 hereof and (ii) all assets of the Trust have been distributed in accordance with the purposes of the Trust, the governing body of the City of Fort Lauderdale, as Settlor of this Trust, subject to the terms of Section 4.02 hereof, shall also have the power to terminate the Trust completely by appropriate action specifying the date of such termination. In the event that assets of the Trust remain after (a) the termination of the Trust; (b) the satisfaction of all

liabilities and obligations of the Plan with respect to each and every Beneficiary; and (c) payment of all Administrative Expenses, any such remaining assets may be returned to the City. The power to amend or revise the terms of the Trust shall not include the power or authority to amend or revise Section 4.02 of the Trust, unless otherwise provided by law.

ARTICLE V  
MISCELLANEOUS

SECTION 5.01. Rights of Beneficiaries. Neither this Declaration of Trust nor the Trust shall give any Beneficiary any right to be retained for employment by the City or any right or claim to any Benefits hereunder. The adoption and maintenance of the Trust shall not be deemed to constitute a contract between the City and any Beneficiary, or to be a consideration for, inducement to, or condition of, employment of any such person. If a former employee is re-employed by the City, such re-employed former employee shall no longer be an eligible Beneficiary hereunder during such period of re-employment. Any Benefit payments to Beneficiaries hereunder shall be limited to the extent provided under the terms of the Plan and this Trust for such Beneficiary.

SECTION 5.02. Limited Indemnification by Beneficiaries. If any Beneficiary receives one or more payments under the Trust that are not specifically for Benefits, such Beneficiary shall indemnify and reimburse the City for any liability the City may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements; provided, however, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Beneficiary would have owed if the payments or reimbursements had been made to the Beneficiary as regular cash compensation, plus the Beneficiary's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Beneficiary. In the event of overpayment of benefits, the monies owed to the Trust shall be payable to the Trust in Fort Lauderdale, Broward County, Florida, within thirty (30) days of the date of demand for refund of such overpayment. The monies owed to the Trust shall accrue interest at the highest lawful rate allowed by law, but the Board of Trustees, in their discretion, shall have the authority to compromise such accrued interest. In the event the Board of Trustees finds it necessary to resort to litigation to collect the overpayment, venue for an action for overpayment shall be in Broward County, Florida. In the event the Board of Trustees is the prevailing party in an action to collect refund of such overpayments, the Board of Trustees shall be entitled to an award of attorneys' fees, together with interest at the highest lawful rate allowed by law.

SECTION 5.03. Defense of Trust. The Board of Trustees shall have the right to defend the position of the Trust created hereunder as tax-free under Section 115(1) of the Code.

SECTION 5.04. Accrued and Undistributed Income. Upon the death of any Beneficiary for whom a Benefit is held or a share of the Trust allocated, as of the date of death any accrued or undistributed net income with respect thereto shall be held and accounted for or distributed to the decedent's account or estate.

SECTION 5.05. Inspection of Records. The financial records of the Trustees with respect to the Trust shall be open at all reasonable times for inspection by the City and all Beneficiaries together with any other persons whomsoever in accordance with Florida's public records laws and in the event of the incapacity or minority of a then-current Beneficiary, by that Beneficiary's guardian, conservator, or custodian of the estate.

SECTION 5.06. Prohibition on Assignment. No Benefit shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No Benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person.

SECTION 5.07. Subrogation. In the event that Benefits are paid hereunder to or for a Beneficiary, the Trust shall be subrogated to any and all rights of recovery of such Beneficiary against a third party. The Trust's right of subrogation shall only become operative if the Beneficiary receives payment from the third party and shall be limited to the dollar amount previously paid by the Trust for said Benefits.

SECTION 5.08. No Vested Rights. Neither this Declaration of Trust nor this Trust creates any vested rights of any kind. No Beneficiary, nor any person claiming through or under him, shall have any right, title or interest in or through the Trust, or any part thereof.

SECTION 5.09. Severability. If any one or more of the covenants, agreements or provisions of this Declaration of Trust shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable and severable from the remaining covenants, agreements and provisions of this Declaration of Trust and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Trust established hereunder.

SECTION 5.10. Section Headings. The headings of the various articles, sections and subsections of this Resolution are used solely as a matter of convenience and in no way define, modify or limit the scope or intent of any provision of this Resolution.

SECTION 5.11. Interpretation. Where used in this Declaration of Trust, the masculine gender includes the feminine and the plural form includes the singular.

SECTION 5.12. Tax Effects. Neither the City, its officers or representatives, nor the Trustees, its officers or representatives, nor the Trust Administrator, make any warranty or other representation as to whether any payments made to any Beneficiaries will be treated as includible in gross income for federal or state income tax purposes of such Beneficiaries.

SECTION 5.13. Authorize Transfer of Funds to OPEB Trust. By adoption of this Resolution the City Commission hereby authorizes the transfer of \$ 8,578,116.00 to the OPEB Trust.

SECTION 5.14 . Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 5.15 . Effective Date. This Resolution and this Declaration of Trust shall take effect immediately upon its adoption on September 16, 2014.



ADOPTED this the \_\_\_\_ day of September, 2014.

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Mayor  
JOHN P. "JACK" SEILER

ATTEST:

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City Clerk  
JONDA K. JOSEPH

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**SCHEDULE ONE  
TO  
OPEB TRUST  
  
OPEB BENEFIT PLANS**

Schedule I  
Special Pay Practices  
Supervisory, Professional, Managerial Employees  
    With Amendments to 10/01/00  
    Retiree Health Benefit – Police Managers/Supervisors  
As Amended by Ordinance No. C-01-11, effective retroactive to October 1, 2000

Schedule I  
Special Pay Practices  
Supervisory, Professional, Managerial Employees  
    With Amendments to 10/01/00  
    Retiree Health Benefit - Fire Managers/Supervisors  
As Amended by Ordinance No. C-01-11, effective retroactive to October 1, 2000

Schedule I  
Special Pay Practices  
Supervisory, Professional, Managerial Employees  
    With Amendments to 11/27/2011  
    Non-Bargaining Unit Retiree Health Insurance Benefit and Special Health and Dental Insurance  
    Benefit for Retirees under the 2011/2012 Bonus Incentive for retirement Program  
    Ordinance No. C-11-38, effective 11/27/2011

**TEAMSTERS LOCAL UNION 769  
10.04.11 THROUGH 09.30.13**

Section 5.1. For bargaining unit members who retire on or after October 1, 2000, but prior to October 1,

2002, the City will contribute one hundred and fifty dollars (\$150.00) per month for medical insurance benefits to members for retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and shall remain constant until the member attains Medicare eligibility, at which time all contributions shall cease.

Section 5.2. For bargaining unit members who retire on or after October 1, 2002, the City will contribute two hundred dollars (\$200.00) per month for medical insurance benefits to members who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and shall remain constant until the member attains Medicare eligibility, at which time all contributions shall cease.

Section 5.3. The City will mail the retiree medical insurance benefit to the retiree's home address or deposit it in the City County Credit Union (savings or checking account).

To be eligible for this health insurance subsidy, a retired employee in this group need not have been a participant in the City's General Employees' Retirement System.

The term "normal retirement" shall have the definition ascribed to it in the City's General Employees' Retirement System, City Code Section 20-107.

**FEDERATION OF PUBLIC EMPLOYEES, a Division of the NFPPE, AFL-CIO, District 1 –  
MEBA  
10.04.11 through 09.30.13**

Article 35 – Comprehensive Health Care Program

Section 4 – Retiree Insurance Health Benefits

- A. For supervisory and professional employees, (i) with eight (8) or more years of service with the City who (ii) terminate their employment with the City (iii) on or after October 1, 2000 and (iv) on or after their Normal Retirement Date, as that date is set forth in the General Employee's Retirement System, the City shall pay four hundred dollars (\$400.00) per month for retiree health benefits. Payment of the retiree health benefits shall commence the beginning of the month after terminating employment with the City and shall remain constant until the employee attains Medicare eligibility, at which time the retiree health benefits payments shall cease.
  
- B. Supervisory and professional employees, who are fifty (50) or more years of age and who terminate their employment with the City after eight (8) or more years of service, but prior to

attaining their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, shall be eligible for either (i) \$400.00/month retiree health benefits commencing at their Normal Retirement Date, as that date is set forth in the General Employee's Retirement System, or (ii) a reduced retiree health benefit payment commencing the month after termination of employment with the City, with the amount of such retiree health benefit being reduced from the full \$400.00/month in accordance with the reduction formula applicable to early retirement for Group I Members of the General Employees' Retirement System, as set forth at Code Sec. 20-110 (b) (2). In either event, payment of the retiree health benefit shall remain constant until the employee attains Medicare eligibility, at which time the health insurance benefit shall cease.

- C. Employees enrolled in the Defined Contribution Plan are eligible to receive retiree health benefits in accordance with the terms and conditions contained in "A" or "B", whichever is applicable.
- D. Re-employed employees who are eligible for retiree health benefits resulting from classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.
- E. A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.

This benefit will be mailed by the City to the retiree's home address or deposited with the City County Credit Union (savings or checking account).

**SCHEDULE I  
SPECIAL PAY PRACTICES  
SUPERVISORY, PROFESSIONAL, MANAGERIAL EMPLOYEES**

**NON-BARGAINING UNIT RETIREE HEALTH INSURANCE BENEFIT AND SPECIAL HEALTH AND DENTAL  
INSURANCE BENEFIT FOR RETIREES UNDER THE 2011/2012 BONUS INCENTIVE FOR RETIREMENT  
PROGRAM**

**PURSUANT TO ORDINANCE NO. C-11-38,**

**SECTION 5 – PAY PLAN AMENDMENT****EFFECTIVE DATE: BEGINNING THE FIRST FULL PAY PERIOD AFTER FINAL PASSAGE  
(FINAL PASSAGE – 11.17.2011)**

Effective October 5, 1997, the City will contribute one hundred dollars (\$100.00) per month for health insurance benefits to non-bargaining unit employees\* who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and cease upon the employee attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

**Section 1** - Effective October 1, 1999, the City will increase its contribution by twenty-five (\$25.00) per month to one hundred twenty-five dollars (\$125.00) for health insurance benefits to non-bargaining unit employees who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and cease upon the employee attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

**Section 2** – For non-bargaining unit supervisory, professional and managerial employees, including Police and Fire managers and supervisors in the non-classified service, (i) with eight (8) or more years of service with the City who (ii) terminate their employment with the City (iii) on or after October 1, 2000 and (iv) on or after their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, the City shall pay four hundred dollars (\$400.00) per month for retiree health benefits. Payment of the retiree health benefits shall commence the beginning of the month after terminating employment with the City and shall remain constant until the employee attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time the retiree health benefit payments shall cease.

**Section 3** – Employees in Section 2, above, who are fifty (50) or more years of age and who terminate their employment with the City after eight (8) or more years of service, but prior to attaining their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, shall be eligible for either (i) \$400.00/month retiree health benefits commencing at their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, or (ii) a reduced retiree health benefit payment commencing the month after termination of employment with the City, with the amount of such retiree health benefit being reduced from the full \$400.00/month in accordance with the reduction formula applicable to early retirement for Group I Members of the General Employees' Retirement System, as set forth at Code Sect. 20-110 (b) (2). In either event payment of the retiree health benefit shall remain constant until the employee attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time the health insurance benefit payments shall cease.

**Section 4** – Re-employed employees who are eligible for retiree health benefits resulting from

classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.

**Section 5** – A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.

**Section 6** – Pursuant to Section 7 of Ordinance No. C-12-34, effective September 18, 2012, for employees within this class, hired on or after October 1, 2012, such employees shall not receive any retiree health insurance benefit.

**SCHEDULE II  
SPECIAL PAY PRACTICES  
NON-BARGAINING UNIT (CONFIDENTIAL) GENERAL EMPLOYEES**

**NON-BARGAINING UNIT RETIREE HEALTH INSURANCE BENEFIT AND SPECIAL HEALTH AND DENTAL  
INSURANCE BENEFIT FOR RETIREES UNDER THE 2011/2012 BONUS INCENTIVE FOR RETIREMENT  
PROGRAM**

**PURSUANT TO ORDINANCE NO. C-11-38,  
SECTION 5 – PAY PLAN AMENDMENT**

**EFFECTIVE DATE: BEGINNING THE FIRST FULL PAY PERIOD AFTER FINAL PASSAGE  
(FINAL PASSAGE – 11.17.2011)**

Effective October 5, 1997, the City will contribute one hundred dollars (\$100.00) per month for health insurance benefits to non-bargaining unit employees\* who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and cease upon the employee attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

**Section 1** - Effective October 1, 1999, the City will increase its contribution by twenty-five (\$25.00) per month to one hundred twenty-five dollars (\$125.00) for health insurance benefits to non-bargaining unit employees who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and cease upon the employee attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

**Section 2** – For non-bargaining unit confidential employees (i) with eight (8) or more years of service with the City who (ii) terminate their employment with the City (iii) on or after October 1, 2000 and (iv) on or after their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, the City shall pay four hundred dollars (\$400.00) per month for retiree health benefits. Payment of the retiree health benefits shall commence the beginning of the month after terminating employment with the City and shall remain constant until the employee attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time the retiree health benefit payments shall cease.

**Section 3** – Employees in Section 2, above, who are fifty (50) or more years of age and who terminate their employment with the City after eight (8) or more years of service, but prior to attaining their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, shall be eligible for either (i) \$400.00/month retiree health benefits commencing at their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, or (ii) a reduced retiree health benefit payment commencing the month after termination of employment with the City, with the amount of such retiree health benefit being reduced from the full \$400.00/month in accordance with the reduction formula applicable to early retirement for Group I Members of the General Employees' Retirement System, as set forth at Code Sect. 20-110 (b) (2). In either event payment of the retiree health benefit shall remain constant until the employee attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time the retiree health benefits payments shall cease.

**Section 4** – Re-employed employees who are eligible for retiree health benefits resulting from classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.

**Section 5** – A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.

**Section 6** – Employees that retire between November 23, 2011 and March 16, 2012 under the City's Bonus Incentive for Retirement Program are eligible, regardless of age, to remain in the City sponsored comprehensive health and dental insurance programs for twelve (12) months following their retirement date, subject to the conditions set forth in this Section 6. The retiree is responsible for payment of premiums in excess of the City's contribution at the same rate as current employees. Employees that retire under the Bonus Incentive for Retirement Program may decline the twelve (12) months of continuing health and dental insurance and receive an immediate retiree health insurance benefit subject to the provisions of Section 2 or 3 of this Schedule II above, whichever Section 2 or Section 3 is applicable. Upon completion of the twelve (12) months of continuing health and dental insurance, or earlier, should a retiree opt out of continuing City coverage prior to completion of the full twelve (12)

months, a retiree who has not attained (i) the age of 65 years or (ii) Medicare eligibility, whichever (i) or (ii) comes first, is immediately eligible for the applicable retiree health insurance benefit in accordance with the provisions of Section 2 or 3 of this Schedule II above, whichever Section 2 or Section 3 is applicable.

This benefit will be mailed by the City to the retiree's home address or deposited with the City County Credit Union (savings or checking account).

\*For purposes of this benefit, non-bargaining unit employees is defined as all Pay Schedule I and II employees who are members of the General Employees' Retirement System (G.E.R.S.). Non-classified employees not members of the G.E.R.S. shall also be entitled to this benefit if they otherwise would meet the requirements for normal retirement as provided for in the G.E.R.S.

**Section 7** – Pursuant to Section 8 of Ordinance No. C-12-34, effective September 18, 2012, for employees within this class, hired on or after October 1, 2012, such employees shall not receive any retiree health insurance benefit.

**LOCAL 765 FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC.,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC  
Effective 04.06.10 through 09.30.12**

Section 10. For bargaining unit members who retire on or after October 1, 2000, the City will contribute four hundred dollars (\$400.00) per month for health insurance benefits to employees who retire after their Normal Retirement Date. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date and shall cease upon the member attaining Medicare eligibility.

Section 13. The City will mail the retiree medical insurance benefit to the retiree's home address or deposit it with the City County Credit Union (savings or checking account).

**SCHEDULE I  
Special Pay Practices  
Supervisory, Professional, Managerial Employees  
With Amendments to 10-01-11**

**Retiree Health Benefit – Police Managers / Supervisors**



(As amended by Ordinance No. C-01-11, effective retroactive to 10.01.2000.)

Sworn police managers and supervisors are eligible for the following retiree health benefits:

Section 1. Effective October 1, 2000, the City shall pay four hundred dollars (\$400.00) per month for retiree health benefits to police managers and supervisors who retire from employment with the City after their Normal Retirement Date, as that date is set forth in the Police and Firefighters' Retirement System. Payment of retiree health benefits shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date, as set forth above, and shall cease upon the manager/supervisor attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

Employees hired on or after April 1, 2014 shall not receive any retiree health insurance benefit.

Section 2. Managers and supervisors on Deferred Retirement Option Program ("DROP") shall not be eligible for payment or retiree health benefits under Section 1 until termination of employment with the City.

Section 3. The City shall pay three hundred dollars (\$300.00) per month for retiree health benefits for eligible managers and supervisors who retire from employment with the City after their Normal Retirement date, as that date is set forth in the Police and Firefighters' Retirement System, during the period beginning October 1, 1991 through September 30, 2000. Payment of the retiree health benefit shall cease upon the manager/supervisor attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

Section 4. The retiree health benefits provided herein shall not be available to managers/supervisors who retired pursuant to the early retirement option set forth in an Addendum executed on October 7, 1991, who are already receiving a retiree health benefit of three hundred dollars (\$300.00) per month.

Section 5. Police managers and supervisors in the non-classified service shall be eligible for retiree health benefits in accordance with Schedule I, Special Pay Practices, Supervisory, Professional and Managerial Employees – Non-Bargaining Unit Retiree Health Insurance Benefit provisions. Re-employed police managers and supervisors who are eligible for retiree health benefits resulting from classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.

Section 6. A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.

**SCHEDULE I**  
**Special Pay Practices**  
**Supervisory, Professional, Managerial Employees**  
**With Amendments to 10-01-11**

**Retiree Health Benefit – Fire Managers / Supervisors**

(As amended by Ordinance No. C-01-11, effective retroactive to 10.01.2000.)

Uniformed fire managers and supervisors are eligible for the following retiree health benefits:

Section 1. For uniformed fire managers and supervisors employed on or after October 1, 1997, the City will contribute one hundred dollars (\$100.00) per month for health insurance benefits to employees who retire after their Normal Retirement Date. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date and shall cease upon the manager or supervisor attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

Section 2. For uniformed fire managers and supervisors who retire on or after October 1, 2000, the City will contribute four hundred dollars (\$400.00) per month for retiree health benefits to employees who retire after their Normal Retirement Date, as that date is set forth in the Police and Firefighters' Retirement System. Payment of this retiree health benefit shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date, as set forth above, and shall cease upon the manager or supervisor attaining age sixty-five (65) or Medicare eligibility, whichever comes first.

Section 3. Managers and supervisors on Deferred Retirement Option Program (DROP" shall not be eligible for payment or retiree health benefits under Section 1 until termination of employment with the City.

Section 4. Uniformed fire managers and supervisors in the non-classified service shall be eligible for retiree health benefits in accordance with Schedule I, Special Pay Practices, Supervisory, Professional and Managerial Employees – Non-Bargaining Unit Retiree Health Insurance Benefit provisions. Re-employed police managers and supervisors who are eligible for retiree health benefits resulting from classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.

Section 5. A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.