

Committee Substitute for House Bill No. 1433

An act relating to the City of Orlando Firefighter Pension Fund, Orange County; amending chapter 23444, Laws of Florida, 1945, as amended; providing a member with 20 years or more of service who is involuntarily determined to be permanently and totally disabled not in the line of duty the right to elect a normal service retirement under certain conditions; providing for a change in the accrual rate for normal retirement benefit; providing for a change of the accrual rate for line of duty death benefits if member has completed more than 23.53 years of service; changing the Back Deferred Retirement Option Program (DROP) from 36 months to 60 months; revising provisions relating to DROP accounts; providing that distributions comply with the Internal Revenue Code; providing for changes necessary to maintain tax qualification; authorizing the legislative body of the City of Orlando to adjust the pension plan to comply with the Internal Revenue Code and to create a SHARE program or plan to provide for certain extra benefits; providing that benefit changes are not retroactive; specifying this act does not provide additional benefits to certain members and beneficiaries; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective July 1, 2009, sections 7, 12, 14, 21, and 27 of chapter 23444, Laws of Florida, 1945, as amended, are amended to read:

Section 7. Permanent Disability Pension; Not in Line of Duty. Each and every active member of the department who shall become permanently and totally disabled, if said disability was not directly caused by and attributable to the performance of duty as a member of the fire department and was not caused by the member's own imprudence, upon establishing to the satisfaction of said board that the member is so permanently and totally disabled, shall be entitled to a monthly pension as follows: A member with less than 10 full years of credited service at time of impairment shall be entitled to receive an amount equal to 3 percent of the member's average monthly salary for each year of said credited service, and a member with 10 full years or more of credited service at time of impairment shall be entitled to 4 percent of the member's average monthly salary for each year of said credited service. However, the monthly pension shall not exceed 60 percent of the member's average monthly salary as determined herein; provided, however, that the monthly pension for a member with more than twenty (20) full years of credited service at time of impairment may exceed sixty (60) percent and shall be sixty (60) percent plus four (4) per cent per year for each year of credited service in excess of twenty (20), based on such years of credited service, but may not exceed eighty (80) percent, unless the member has completed 40 years of credited service in which case the member shall receive an additional 2 percent per year for each year in excess of 40 years of credited service. Provided further, a member with 20 years or more of credited service who is determined by the board of trustees to be permanently and totally disabled not in the line of duty, but without application

for not in the line of duty disability benefits, may within thirty (30) days of such determination elect in writing to receive the normal retirement benefit that the member would be entitled to receive based on years of credited service. Provided, however, the total monthly benefit shall not exceed 100 percent of the member's average monthly salary. The phrase "permanently and totally disabled" shall be construed to mean and include the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing in one or both ears and any other condition which renders the member unfit to perform the required duties of the member's rank held at the time of impairment. The average monthly salary shall be determined by computing the member's average monthly salary for the member's last 3 years of credited service or for the member's total credited service if less than 3 years, or by computing the member's average monthly salary for the five best years of the last ten years of credited service, whichever amount is greater. Upon the death of the member on said disability pension, benefits shall be paid as follows:

(1) If a member has not elected and started receipt of the Section 34(1)(a) life with ten (10) years certain form of payment, or the Section 34(1)(b) life only form of payment, or the Section 34(1)(c) joint pensioner form of payment, benefits shall be paid pursuant to Section 14, "Benefits Payable Upon Death of Member", to the surviving spouse and issues under the age of eighteen (18), or dependent parents, and Section 35(3), "10 Year Certain Guarantee", if applicable.

(2) If a member has elected and started receipt of the Section 34(1)(a) life with ten (10) years certain form of payment and the member has not received 120 monthly payments, then benefits otherwise payable to the member shall be paid pursuant to Section 32, "Beneficiaries", for the remainder of the 120 monthly payments beginning on the first day of the month immediately following the member's death regardless of the age of the deceased member. If the firefighter makes this election, no benefits shall be paid pursuant to Section 14(5)(b) or Section 14(5)(d) to the surviving spouse, issue in being under the age of eighteen (18), or dependent parents. Provided however, the firefighter may designate as beneficiaries the surviving spouse, issue in being under the age of eighteen (18), or dependent parents to receive the remainder of the 120 monthly payments.

(3) If a member has elected and started receipt of the Section 34(1)(b) life only form of payment, no further payments shall be made upon the death of the member.

(4) If a member has elected and started receipt of the Section 34(1)(c) joint pensioner form of payment, benefits shall be paid as provided therein.

Notwithstanding anything that may be to the contrary in this act, at age 47 a member then receiving benefits under this section may make the election provided in section 12(1) or section 12(2) as the case may be and section 18, all of this act (Laws of Fla. ch. 23444(1945), as amended) in the manner therein specified, provided he is qualified by length of service prior to said disability and provided he makes the election within the 30 day period after reaching age 47. If the election is exercised in favor of salary deduction return, the return shall be minus disability payments paid hereunder. If the

election is exercised, all of the member's rights and the rights of the surviving spouse and issue and dependent parents under Section 14 shall cease.

Section 12. Service Requirement for Voluntary Retirement.

(1) Normal Retirement Date.

A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the completion of twenty (20) years of credited service regardless of age, or attainment of age forty-seven (47) and the completion of ten (10) years of credited service. Any member may retire on the first day of any month after the member's normal retirement date, and each member shall become 100% vested in his accrued benefit on the member's normal retirement date. Normal retirement is retirement from employment as a firefighter with the City of Orlando on or after the normal retirement date. Any member of the Fire Department who has more than 10 years of credited service but less than 20 years of credited service and who is discharged or voluntarily separates from service in the department thereafter but before attaining age forty-seven (47), may make an election to receive a monthly pension beginning at age 47.

(2) Normal Retirement Benefit.

(a) A member of the Fire Department who has ~~more than 10~~ or more years of credited service but less than 20 years of credited service shall be entitled to an amount equal to the number of the member's years of credited service multiplied by 2.0% multiplied by the member's average monthly salary.

(b) Any member of the Fire Department who has 20 years or more of credited service but less than ~~42.5~~ 40 years of credited service shall be entitled to a monthly pension of ~~68%~~ 60% of the member's average monthly salary plus ~~3.4%~~ 4% for each year of credited service in excess of 20 years of credited service but not to exceed ~~85%~~ 80%.

(c) Any member of the Fire Department who has completed ~~42.5~~ 40 years of credited service shall receive in addition to the amount specified in subparagraph (b) an additional 2% per year of credited service for each year in excess of ~~42.5~~ 40 years of service; provided, however, the total monthly benefit shall not exceed 100% of the average monthly salary used in calculating the member's pension benefit.

(3) Average Monthly Salary shall be determined by computing the average monthly salary of the member's last three (3) years of credited service, or by computing the member's average monthly salary for the five (5) best years of the last ten (10) years of credited service, whichever amount is greater.

(4) The additional actuarial cost of providing benefits to members who retire after completing 20 years of credited service but before attaining age 47 shall be borne by the members.

(5) If the member should die after separation or discharge before timely electing the pension form of payment or after the election but before receipt

of the pension, no benefit will be paid under a Section 34(1)(b) life only option or a Section 34(1)(c) joint pensioner option, and benefits shall be paid pursuant to Section 14, "Benefits Payable Upon Death of Member", with the Section 35(2) "10 years certain Guarantee", unless the member had elected the Section 34(1)(a) life with ten (10) years certain form of payment.

(6) Upon the death of a member who had started receipt of a Section 12 pension including a pension credited to the member's DROP account, benefits shall be paid as follows:

(a) If a member has not elected the Section 34(1)(a) life with ten (10) years certain form of payment, or the Section 34(1)(b) life only form of payment, or the Section 34(1)(c) joint pensioner form of payment, benefits shall be paid pursuant to Section 14 to the surviving spouse and issues under the age of eighteen (18), or dependent parents, with Section 35(3), "10 Year Certain Guarantee", if applicable.

(b) If a member has elected the Section 34(1)(a) life with ten (10) years certain form of payment and the member has not received 120 monthly payments, then benefits otherwise payable to the member shall be paid pursuant to Section 32, "Beneficiaries", for the remainder of the 120 monthly payments beginning on the first day of the month immediately following the member's death regardless of the age of the deceased member. If the firefighter makes this election, no benefits shall be paid pursuant to Section 14(5)(b) or Section 14(5)(d) to the surviving spouse, issue in being under the age of eighteen (18), or dependent parents. Provided however, the firefighter may designate as beneficiaries the surviving spouse, issue in being under the age of eighteen (18), or dependent parents to receive the remainder of the 120 monthly payments.

(c) If a member has elected the Section 34(1)(b) life only form of payment, no further payments shall be made upon the death of the member. If a member has elected the Section 34(1)(c) joint pensioner form of payment, benefits shall be paid as provided therein.

Section 14. Benefits Payable Upon Death of Member.

(1) Unless the member has elected a life with 10 year certain form of payment pursuant to Section 34(1)(a); or has elected and started receipt of or started DROP account accrual of a life only form of payment pursuant to Section 34(1)(b); or has elected and started receipt of or started DROP account accrual of a joint pensioner form of payment pursuant to Section 34(1)(c), upon the death of the member, the amounts stated in subsection (5) shall be paid to the member's surviving spouse, if any, for the remainder of the surviving spouse's natural life, regardless of marital status; provided, however, if the deceased member left surviving issue in being under the age of eighteen (18) who are issue of said decedent and the member's surviving spouse, twenty-five percent (25%) of the aforesaid surviving spouse's pension shall be paid to said surviving spouse for said issue, until said issue become eighteen (18), at which time the full surviving spouse's pension shall be paid to said surviving spouse for the remainder of the surviving spouse's natural lifetime regardless of marital status; and, provided further, if said

deceased member died with issue surviving in being under the age of eighteen (18) who are issue of said decedent and not of the surviving spouse, twenty-five (25%) of the aforesaid surviving spouse's pension shall be divided and paid on a per capita basis, to:

(a) the legal guardian or guardians of said issue, or a trustee of a trust of which said issue is a beneficiary, for said issue; until age eighteen (18); and

(b) the surviving spouse, for issue, if any, the surviving spouse and the deceased member may have had who survived the member and were in being and under eighteen (18) years of age at the time of the member's death.

(2) If said decedent leaves no surviving spouse, but does leave issue as aforesaid, the aforesaid full surviving spouse's pension shall be divided and paid on a per capita basis to the legal guardian or guardians of said issue, or a trustee of a trust of which said issue is a beneficiary, for said issue, until age eighteen (18). Notwithstanding anything to the contrary in this section, all payments for any issue shall cease at age eighteen (18) or at death of said issue prior thereto or at the times provided in Section 22 of this act and said cancelled payments for said issue shall not serve to increase the payments to any other issue but shall be paid to said surviving spouse if then alive for the remainder of the surviving spouse's natural lifetime regardless of marital status.

(3) If a deceased member of the said fire department, active or retired, shall leave no surviving spouse and shall not leave a surviving child or children in being and his issue and under the age of eighteen (18) years, but shall leave a surviving parent who is entirely dependent upon said member for support, the dependent parents pro rata shall receive the same pension to which the surviving spouse would have been entitled, unless and until such dependent parent becomes self-supporting or dies. If both dependent parents are receiving pension and one becomes self-supporting or dies, the one hundred percent (100%) of the benefit shall be paid to the other dependent parent.

(4) Notwithstanding anything to the contrary in this section, the fund, board of trustees, comptroller and the city shall not be liable or responsible in any way for identification or verification of the authenticity of surviving spouses, issues, guardians, or trustees, or dependent parents or changes in status thereof; moreover, without limiting the foregoing, to be entitled to be considered for said payments provided herein, proof of identification and authenticity of the surviving spouse, issue, guardians, and trustees, or dependent parents along with sufficient address and status information under Section 22 of this Act, must be presented to the board in writing within thirty (30) days of the death of said member and proof of changes therein presented to the board in writing within thirty (30) days after the change. Without limiting the foregoing sentence, any surviving spouse deeming himself or herself entitled under this section to an increase in pension on account of change in status of issue shall present in writing to said board proof satisfactory to the board of said change within thirty (30) days thereafter.

If the board of trustees decides, in its discretion, that proof of any of the aforesaid changes has been satisfactorily shown to it in writing, the change of pension shall be made by said board effective with the next monthly payment due after said showing; provided, however, no change in pension payment or amount thereof shall be retroactive.

(5)(a) If the member qualifies for benefits pursuant to Section 7, "Permanent Disability Pension; Not in Line of Duty", the amount of the monthly pension shall be equal to sixty-five percent (65%) of the pension that the deceased member was entitled to receive based on years of credited service, unless the member had twenty (20) years of credited service at time of retirement on disability in which case the monthly pension shall be equal to seventy-five percent (75%) of the pension that the deceased member was entitled to receive based on years of credited service.

(b) If the member's death qualifies for benefits pursuant to Section 8, "Pension for Death In Line of Duty", the monthly pension shall be seventy-five percent (75%) of eighty percent (80%) of the member's average monthly salary; provided however a member who has completed 23.53 ~~forty (40)~~ years of credited service shall be entitled to an additional 3.4% ~~two percent (2%)~~ over the eighty percent (80%) for each year of credited service in excess of 23.53 ~~forty (40)~~ years of credited service, but not to exceed eighty-five percent (85%) unless the deceased member had completed 42.5 years of credited service in which case the benefit shall be increased by an additional 2% per year for each year in excess of 42.5 years of credited service, but not to exceed one-hundred percent (100%).

(c) If the member qualifies for benefits pursuant to Section 9, "Permanent Disability Pension: In Line of Duty", the monthly pension shall be seventy-five percent (75%) of the pension the deceased member was entitled to receive.

(d) If the member's death qualifies pursuant to Section 10, "Pension for Death Not In Line of Duty", the monthly pension shall be sixty-five percent (65%) of the pension that the member was entitled to receive; provided however that if the active member at the time of his or her death shall have reached normal retirement date, the monthly pension shall be equal to seventy-five percent (75%) of the pension the deceased member was entitled to receive based on years of credited service.

(e) If a member is entitled to a pension pursuant to Section 12, "Service Requirement for Voluntary Retirement", the monthly pension shall be seventy-five percent (75%) of the pension that the member was entitled to receive.

(6) Effective for any pension paid a surviving spouse which started on or after January 1, 2008, any pension being paid under the terms and provisions of this act to any surviving spouse shall not cease upon the surviving spouse's remarriage. The surviving spouse of such deceased member killed in the line of duty whose benefits terminated because of remarriage shall have the benefit reinstated as of July 1, 1994, at an amount that would have been payable had such benefit not been terminated. No pension shall be paid under the terms and provisions of this section to any surviving spouse unless

the surviving spouse was the lawful spouse of the deceased member of the said fire department, at the time the member was placed on pension or entered DROP under the terms and provisions of this act. The pension provided for issue of the deceased member under the age of eighteen (18) years shall not cease by virtue of the remarriage of their surviving mother or father, but it shall continue until the occurrence of one or more of the events mentioned in Section 22 hereof.

(7) If the member was eligible for cost-of-living increases pursuant to Section 19, then those eligible for benefits payable upon the death of the member shall also be eligible for cost-of-living increases in the same percentage and at the same time that the member would have been entitled to receive the Section 19 cost-of-living increases.

Section 21. Deferred Retirement Option Program Plan.

(1) Deferred Retirement Option Program Plan—The Deferred Retirement Option Program Plan, hereinafter referred to as the “DROP,” allows any member who has elected to participate in the DROP, hereinafter referred to as a “DROP participant,” to receive a lump-sum payment, or other payment, in addition to a monthly pension, upon termination of employment. No benefits shall be paid under this section unless the DROP participant has terminated employment.

(2) DROP Eligibility—Any member may elect to participate in the DROP following the date upon which the member completes 20 years of active service as a firefighter with the City of Orlando and is eligible for a service retirement pension. A member may participate in the DROP only once.

(3) DROP Participation—

(a) An eligible member may participate in the Forward Drop for a period not to exceed a maximum of 60 months or, in the alternative, may participate in the Back DROP for a period not to exceed 60 ~~36~~ months. Notwithstanding, DROP participation may not continue beyond the date when the member’s combined years of credited service and time in the DROP equals 360 months.

(b) A member may apply to participate in the DROP by submitting an application to the Board of Trustees, which shall include the following:

1. A written election to participate in the DROP. Once submitted to the Board of Trustees, this election will be irrevocable.

2. Selection of the DROP participation and termination dates that satisfy the limitation stated in subsection (2) and paragraph (a). Such termination date shall be in a binding letter of resignation, establishing a deferred termination date.

3. A properly completed DROP application for a service retirement pension.

4. A properly completed designation of named beneficiaries in the event the member dies while participating in the DROP.

5. Any other information as may be required by the Board of Trustees.

(c) The DROP participant shall be a retiree under the provisions of the pension plan. However, participation in the DROP does not alter the DROP participant's employment status, nor does it constitute a contract or guarantee of continued employment.

(d) A DROP participant shall not accrue additional credited service under the pension plan after the effective date of DROP participation.

(4) Benefits Payable Under the DROP—

(a) Effective with the date of DROP participation, the DROP participant's initial monthly service retirement pension, including credited service and average monthly salary, shall be determined and fixed. Such service retirement pension and earnings shall be credited to the DROP participant's DROP account no less than monthly. Such earnings shall be credited as provided in subsection (7).

(b) The effective date of DROP participation for a participant who has elected to receive benefits under the pension plan shall be the first day of the month selected by the member to begin retirement under the pension plan and participation in the DROP.

(c) The service retirement pension and earnings thereon shall be credited to the DROP participant's DROP account periodically, as pension benefit payments would have otherwise been made.

(5) DROP Types—A member eligible for a service retirement pension may elect a Forward DROP or a Back DROP, but not both.

(a) Forward DROP—Under a Forward DROP, a member may retire, deferring receipt of the service retirement pension while continuing employment with the city. In that case, the deferred monthly service retirement pension shall be credited to the DROP participant's DROP account on behalf of the DROP participant, as provided in subsection (4), for the specified period of the DROP participation, as provided in subsection (3). Upon termination of employment, the DROP participant shall receive the balance of his or her DROP account and begin to receive the monthly service retirement pension.

1. A DROP participant remains an employee and receives all the benefits of being an employee during the DROP participation period; provided, however, the DROP participant is not eligible to participate in any other city provided pension or long term disability plan. A DROP participant shall be subject to termination of employment during the DROP participation period to the same extent as he or she was prior to participating in the DROP.

2. Effective with the start date of a DROP participant's Forward DROP participation, a member's contribution and the normal cost contribution to the pension fund by the city, on behalf of the member, shall cease.

3. Effective with the start date of a DROP participant's Forward DROP participation, a member shall not be entitled to any change in pension benefits unless specifically provided otherwise.

(b) Back DROP—Under a Back DROP, a member may retire with a retroactive date of retirement. A member may not select a retroactive retirement date earlier than the date upon which the member first became eligible for a service retirement pension, and in no event shall the retroactive date of retirement be more than 60 ~~36~~ months prior to the date of Back DROP election. The monthly service retirement pension shall be determined as of the retroactive retirement date. Except for years of credited service and average monthly salary, Back DROP benefits shall be calculated pursuant to the provisions of the pension plan in effect on the date the member separates from employment as a firefighter with the City of Orlando and not as of the Back DROP participant's retroactive date of retirement. The member shall then be credited with an account balance in his or her DROP account that is equal to the account balance he or she would have had if he or she had timely elected a Forward DROP under paragraph (a) on the retroactive retirement date. Upon termination of employment, the Back DROP participant shall receive or transfer the balance of this DROP account, pursuant to subsection (10), and shall begin to receive the monthly service retirement pension adjusted to reflect the retroactive retirement date.

(c) Eligibility exception—Notwithstanding the provisions of subsection 3(a), for 60 days after the effective date of this act, a member with more than 324 months of credited service may elect the Back DROP option and will not be subject to the combined years of credited service and DROP participation limitation of 360 months. Said member is subject to the maximum Back DROP participation period of 60 ~~36~~ months. A member with more than 324 months of credited service as of the effective date of DROP who does not elect to participate in the DROP, as set forth herein, during this one-time window period shall forfeit the right to deviate from the conditions for participation in the DROP set forth in subsection (3).

(6) DROP Accounts—Individual DROP accounts shall be established to account for each DROP participant's accrued DROP benefits, but there shall be no requirement that funds be segregated for any DROP participant. In the case of a member who selects the Back DROP option, the amount of that member's contributions made during the Back DROP period shall not be refunded or credited to the member.

(7) DROP Benefits Earnings and Reporting—

(a) A DROP participant's DROP account shall accrue earnings at 8% (eight percent) simple interest compounded annually, unless the parties otherwise agree.

(b) A DROP account shall be adjusted to reflect earnings until such time as the DROP account is distributed in full to the DROP participant or his or her beneficiaries.

(c) The Board of Trustees shall report to each DROP participant at least annually accrued DROP benefits in the participant's DROP account.

(8) Cost-of-Living Increase—A DROP participant will not be eligible to participate in cost-of-living increases during the DROP period. Cost-of-living

increases will be made pursuant to section 19, starting 3 years after the DROP participant's termination of employment.

(9) Benefits Payable upon Termination of DROP—Upon the DROP participant's termination of employment, for any reason, whether by resignation, discharge, disability, or death, the monthly service retirement pension will be distributed according to the provisions of this plan and the balance of the DROP account shall be distributed to the DROP participant or, if deceased, the DROP participant's beneficiaries, as provided herein.

(10) Payment Conditions and Options—Upon the DROP participant's termination of employment, for any reason, whether by resignation, discharge, disability, or death, the Board of Trustees shall distribute the balance of the DROP participant's DROP account, subject to the following provisions:

(a) The Board of Trustees shall receive verification from the city that such DROP participant has terminated employment.

(b) Following the termination of employment, the DROP participant or, if deceased, such DROP participant's beneficiaries shall elect on forms provided by the Board of Trustees to receive payment of the balance of the DROP account in accordance with one of the options listed below. For a DROP participant or beneficiaries who fail to elect a method of payment within 60 days of termination of employment, the Board of Trustees shall pay the balance of the DROP account in one lump sum as provided in subparagraph 1.

1. Lump sum—The balance of the DROP account, less taxes remitted to the Internal Revenue Service, if any, shall be paid to the DROP participant or beneficiaries.

2. Direct rollover—The balance of the DROP account shall be paid directly to the custodian of an eligible retirement plan pursuant to the then-applicable provisions as defined in s. 402(c)(8)(B) of the Internal Revenue Code. ~~However, in the case of an eligible rollover distribution to the widow or widower as a beneficiary, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402(c)(9) of the Internal Revenue Code.~~

3. Partial lump sum—A portion of the balance of the DROP account shall be paid to the DROP participant or beneficiaries, less taxes remitted to the Internal Revenue Service, if any, and the remaining balance of the DROP account shall be transferred directly to the custodian of an eligible retirement plan pursuant to the then-applicable provisions as defined in s. 402(c)(8)(B) of the Internal Revenue Code. ~~However, in the case of an eligible rollover distribution to the widow or widower as a beneficiary, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402(c)(9) of the Internal Revenue Code.~~ The proportions shall be specified by the DROP participant or beneficiaries.

4. Other methods—The balance of the DROP account shall be paid by a method that is in compliance with the Internal Revenue Code and as adopted by the Board of Trustees.

(c) The form of distribution payment selected by the DROP participant or beneficiaries complies with the minimum distribution requirements of the Internal Revenue Code.

(d) Distributions shall comply with the then-applicable requirements of the Internal Revenue Code.

(11) Disability—A DROP participant is not eligible to apply for a disability pension under this pension plan.

(12) Death of a DROP Participant—

(a) Upon the death of a DROP participant, the named DROP beneficiaries shall be entitled to apply for and receive the balance of the DROP participant's DROP account as provided in subsections (9) and (10). DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

(b) The monthly service retirement pension accrued to the DROP account during the month of the DROP participant's death shall be the final monthly service retirement pension benefit credited for such DROP participant.

(c) Eligibility to participate in the DROP terminates upon the death of the DROP participant. If the DROP participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly service retirement pension benefit being credited to the DROP, pension plan benefits shall be paid in accordance with applicable provisions of this pension plan.

(d) A DROP participant's beneficiaries shall not be eligible to receive survivor benefits as provided in sections 8 and 10.

(13) A DROP participant shall not be deemed to have been reemployed after retirement as that term is used elsewhere in the plan.

(14) Any actuarially-determined additional cost resulting from the benefits in this section shall be borne by the members of the pension plan.

Section 27. Tax Qualification, and Statutory Minimums, and SHARE Program.

(a) The legislative body of the City of Orlando is authorized to amend the pension plan to the limited extent necessary to obtain and maintain tax qualification of the plan under the Internal Revenue Code and to comply with mandatory and optional provisions of the Internal Revenue Code applicable to governmental pension plans for firefighters, but must obtain prior agreement of the members and their collective bargaining agent, if any, should such ~~required~~ amendments change any plan benefits.

(b) The legislative body of the City of Orlando is authorized to amend the pension plan to the limited extent necessary to comply with the minimum standards and benefits levels required by Chapter 175, Florida Statutes, in order to allow the plan to receive funds from the Police and Firefighters' Premium Tax Trust Fund, but must obtain prior agreement of the members

and their collective bargaining agent, if any, should such required amendments change any plan benefits.

(c) The legislative body of the City of Orlando is authorized to amend the pension plan to the limited extent necessary to create a SHARE program or plan to provide for extra benefits as required by section 175.351(1), Florida Statutes, funded by additional premium tax revenues, but must obtain prior agreement of the collective bargaining agent of the members.

Section 2. Unless otherwise specified, this act shall not entitle a member or beneficiary of a firefighter who separated from employment as a firefighter or entered Forward DROP, whichever came first, prior to July 1, 2009, to any additional benefits to those in effect at the time of the firefighter's separation from employment as a firefighter or entry into Forward DROP, whichever came first, or change in the calculation of normal retirement benefit. This section shall take effect July 1, 2009.

Section 3. This act is only an enabling act and is contingent upon contractual agreement through the collective bargaining process between the City of Orlando and the respective certified bargaining agent.

Section 4. Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 1, 2009.

Filed in Office Secretary of State June 1, 2009.