

Exhibit 2

CITY OF GREENACRES FIREFIGHTERS' & POLICE OFFICERS' SHARE PLAN AMENDMENT NO. 2 3

(1) **Creation; purpose.**

Pursuant to F.S. §§175.351(1)(b) & 185.35(1)(b), a trust fund to be known as the "City of Greenacres Firefighters' & Police Officers' Share Plan" is established. The purpose of this Share Plan is to place excess premium tax revenues received pursuant to F.S. §§175.101, 175.351, 185.08 & 185.35 and earnings generated therefrom into a separate trust fund to pay extra benefits to City Firefighters and Police Officers who are active participants in the Public Safety Officers and Firefighters Retirement Plan and Trust. In accordance with the provisions of F.S. §§175.351(1) & 185.35(1), this Share Plan has been approved by a majority of such participants as of January 1, 2011. The Share Plan hereby created shall be in addition to any other benefits under the Public Safety Officers and Firefighters Retirement Plan and Trust.

(2) **Definitions.** The following words and phrases shall, unless otherwise defined or required by the context, for the purpose of the share plan, have the meanings indicated below.

- (a) "Account" means the participant's share plan account credited with: (i) the initial allocation of accumulated excess premium tax revenues under section 3(a) hereof; (ii) subsequent annual allocation of additional premium tax revenues under section 3(b) hereof; (iii) allocations of forfeitures under section 3(c) hereof; and (iv) the net investment return on the participant's share plan account in accordance with the participant's investment election pursuant to sections 3(d), 3(e) and 3(f) hereof.
- (b) "Accumulated Excess Premium Tax Revenues" means Chapter 175 and 185 premium tax revenues in excess of the allowable amount as determined in the Actuarial Valuation for the Retirement Plan for the Firefighter and Public Safety Officers of the City of Greenacres dated October 1, 2011. The total accumulated excess premium tax revenues as of October 1, 2011 was \$497,579.
- (c) "Additional Premium Tax Revenues" means Chapter 175 and 185 premium tax revenues received by the City during the plan year beginning October 1, 2011 and each plan year thereafter, in excess of the allowable amount.

- (d) "Allowable amount" of premium tax revenues means the amount that may be used to reduce the City's annual required contribution to the Retirement Plan. The allowable amount as of January 19, 2016 was \$336,796 (\$160,796 for firefighters pursuant to Chapter 175; and \$170,000 for police officers pursuant to Chapter 185), subject to the conditions set forth in Section 3(b) below.
- (e) "Beneficiary" means any person designated by a participant to receive any benefits payable in the event of the participant's death. If no beneficiary designation is in effect at the participant's death, the participant's surviving spouse, if any, shall be deemed to be the beneficiary; otherwise the beneficiary shall be the participant's estate.
- (f) "City" means the City of Greenacres, Florida.
- (g) "City Code" means the Code of Ordinances of the City of Greenacres as the same may be amended from time to time.
- (h) "Effective Date" means the date on which this share plan is adopted by Ordinance by the City Council of the City of Greenacres.
- (i) "Forfeiture" means the termination of a participant's account under section 5 of this share plan.
- (j) "IRC" means the Internal Revenue Code of 1986 as same may be amended from time to time.
- (k) "Net investment return for the retirement plan" means the retirement plan's rate of investment return on the retirement plan's assets as a whole as reported by the retirement plan's investment consultant, net of investment expenses and any administrative expense incurred by the retirement plan.
- (l) "Net investment return for the share plan" means the net investment return for the retirement plan, net of any investment expenses and any administrative expenses incurred by the share plan.
- (m) "Participant" means a member of the Retirement Plan who is (i) actively employed by the City on October 1, 2011, or on October 1 of any subsequent year ,or (ii) a sworn law enforcement officer who remains a member of the City Retirement Plan after becoming a PBSO employee in accordance with the Memorandum of Understanding dated January 19, 2016. Retired sworn law enforcement officers who became a PBSO employee in accordance with the Memorandum of Understanding will remain Participants after retirement, for purposes of the Share Plan only.

- (n) "Retirement Plan" means the Public Safety Officers and Firefighters Retirement Plan and Trust established pursuant to Section 10-148 of the City Code.
- (o) "Retirement Plan Board" or "Board" means the board of trustees of the Public Safety Officers and Firefighters Retirement Plan and Trust which serves as the administrative board thereof and holds title to, supervises, administers the Retirement Plan and manages the assets thereof and who shall likewise serve as the board of trustees for this share plan. The Board shall be the administrative board, which shall hold title to, supervise, administer and manage the assets of this share plan.
- (p) "Share Plan" means the City of Greenacres Share Plan as set forth herein.
- (q) "Share Plan Year" or "Plan Year" means each October 1st through September 30th, commencing October 1, 2011.
- (r) "State" shall mean the State of Florida.
- (s) "Trustee" means any member of the Retirement Plan Board.
- (t) "Valuation Date" or "Annual Valuation Date" means October 1st of any Share Plan Year. The Annual Valuation Date shall be the date upon which the fair market value of the assets of the Share Plan shall be determined.
- (u) "Vested Participant" means a participant with at least six (6) years of credited service in the Retirement Plan.
- (v) "Memorandum of Understanding" means the Memorandum of Understanding between the City of Greenacres and the Palm Beach County Police Benevolent Association, Inc. dated January 19, 2016.
- (w) "PBSO" means the Palm Beach County Sheriff's Office.

(3) Funding; allocation to accounts.

- (a) Initial Allocation of Accumulated Excess Premium Tax Revenues. Upon implementation of this Share Plan and as soon as practicable thereafter, the Retirement Plan Board shall allocate to each eligible Participant's account the Participant's share of the Accumulated Excess Premium Tax Revenues, which shall be equal to the ratio of the Participant's years and fractional parts of years of credited service under the Retirement Plan to the total years and fractional parts of years of credited service of all Participants in the Share Plan.
- (b) Subsequent Allocation of Additional Premium Tax Revenues. Commencing December 1, 2012 and each December 1 thereafter, the Retirement Plan

Board shall allocate the total Additional Premium Tax Revenues received during the preceding plan year among all Participant's share accounts as follows: each participant, with each participant who was employed for the entire preceding plan year receiving an equal share based on 12 complete months of credited service. Participants who were employed for less than the entire preceding plan year shall receive a proportionate share based on their complete months of credited service during the plan year.

Notwithstanding the allocation described above, beginning February 1, 2016, Chapter 185 premium tax revenues shall be allocated as follows:

1. The first \$170,000 of Chapter 185 revenue received each year shall be used to reduce the City's annual contribution to the City Retirement Plan.
2. The next \$57,400 of Chapter 185 revenue (above the first \$170,000) received each year shall be placed in a Contribution Reserve Account, to be maintained and used as provided herein.
3. The next \$4,200 of Chapter 185 revenue (above the first \$227,400) received each year shall be allocated to law enforcement officers' share accounts in equal shares. The allocation shares will include accounts for sworn law enforcement officers who remained a member of the City Retirement Plan after becoming a PBSO employee in accordance with the Memorandum of Understanding, with annual allocations to such Participant's share accounts until the Participant's death.
4. All annual Chapter 185 revenue in excess of \$231,600 shall be used to reduce the City's annual contribution to the City Retirement Plan or placed in the Contribution Reserve Account, as determined by the City.

Notwithstanding the allocation described above, effective December 7, 2020, Chapter 175 premium tax revenues shall be allocated as follows. If the City's required contribution to the City Retirement Plan for Firefighters should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the Plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Notwithstanding the allocation above, if the City's minimum required pension contribution should exceed the amount of the PBSO employer contributions to the City Retirement Plan in any plan year based on the most recent actuarial valuation for the Plan, the City may use the Contribution Reserve Account to cover the shortfall. In addition, the Contribution Reserve Account may be used to cover the cost of professional services provided to that portion of the City Retirement Plan that is dedicated to sworn law enforcement officer participants, including actuary fees and attorney's fees.

- (c) Allocations of forfeitures. As of the Annual Valuation Date in each Share Plan Year, all amounts forfeited under Section 5 since the preceding Annual Valuation Date shall be prorated and credited to the accounts of the individual Participants in the same manner as the allocations under subparagraph (b) above.
- (d) Allocation of net investment return. The Board shall invest the Share Plan assets together with the assets of the Retirement Plan. Except for the initial allocation of Accumulated Excess Premium Tax Revenues, the Board shall value the Share Plan's assets as of each Annual Valuation Date and shall allocate to each Participant's account his or her allocable share of the change in the fair market value of the Share Plan's assets, where such allocable share shall be based on the participant's account balance, if any, as of the preceding October 1st.
- (e) Payment of costs, expenses and fees. All costs, expenses and fees of administering the Share Plan shall be paid from the assets of the Share Plan in such fashion as the Board shall determine. Any allocation to a Participant's Account shall be net of the Participant's share of the costs, expenses and fees of administering the Share Plan.
- (f) Exclusive benefit rule. No part of the assets of the Share Plan shall be used for or diverted to any purpose whatsoever other than for the exclusive benefit of Participants thereof in accordance with the terms hereof and paying the expenses of the Share Plan as provided in subsection (e) above. No person shall have any interest in or right to any part of the assets of the Share Plan except as and to the extent expressly provided in the Share Plan.
- (g) Custody of fund assets. The Retirement Plan Board shall hold custody of Share Plan solely for use in paying the benefits provided by the Share Plan in accordance with the terms hereof and paying expenses of the Share Plan as described in subsection (e) above.
- (h) Maximum allocation limitation. Notwithstanding any provision of this Share Plan to the contrary, the maximum amount allocated to a Participant's account for any calendar year under the provisions of subsections (a), (b) and (c) of this Section 3 shall not exceed the limitations set forth in IRC section 415 and any regulations issued thereunder.
- (i) The Contribution Reserve Account created by the Memorandum of Understanding may be used, in the discretion of the City, to cover shortfalls in the Public Safety Plan only, occasioned by lower than expected returns on Retirement Plan investments, other actuarial losses, or to make up any shortfall resulting from PBSO employer contributions to the Retirement Plan that are less than the required employer contribution amount. The Contribution Reserve Account shall be capped at a maximum funding amount of two million dollars (\$2,000,000).

(4) Participation.

- (a) Establishment of Share Plan Account. An Account shall be established for each eligible Participant subsequent to the effective date of the plan adoption.
- (b) Distribution.
 - 1. A vested firefighter Participant shall request a distribution of his Share Plan account balance upon the Participant's commencement of retirement benefits under the Retirement Plan. The firefighter Participant's distribution shall be equal to the balance in his Account on the Participant's retirement date. A firefighter Participant shall receive his benefit in a single lump sum, as soon as practicable, as determined by the Board. In the event a firefighter Participant does not request a distribution, there will be no further earnings on the Participant's share account.
 - 2. A vested sworn law enforcement officer Participant shall request a distribution of his Share Plan account balance upon the Participant's commencement of retirement benefits under the Retirement Plan.
 - a. The sworn law enforcement officer Participant's distribution upon retirement shall be equal to the balance in his Account on the Participant's retirement date. A sworn law enforcement officer Participant shall receive his benefit upon retirement in a single lump sum, as soon as practicable, as determined by the Board. In the event a sworn law enforcement officer Participant does not request a distribution upon retirement, there will be no further earnings on the Participant's share account.
 - b. Sworn law enforcement officers who remained a member of the City Retirement Plan after becoming a PBSO employee in accordance with the Memorandum of Understanding, shall, following retirement, receive an annual distribution from the Share Plan in an amount equal to the allocation to the Participant's Account for that year. These amounts shall be paid in a lump sum as soon as practicable following allocation.
- (c) Termination of participation. Every firefighter-who is a Participant as of the effective date shall remain a Participant until death, termination of City employment as a firefighter, or retirement, whichever occurs first. Sworn law enforcement officers who remain members of the City Retirement Plan after becoming a PBSO employee in accordance with the Memorandum of Understanding shall remain a Participant until death. The Board may require and rely upon such proof of death and such evidence of the right of any eligible Beneficiary to receive the value of the Account of a deceased

Participant as the Board may deem proper and its determination of the right of that Beneficiary to receive payment shall be conclusive.

- (d) Payment of benefits. Benefits under this Section 4 shall be payable as soon as possible following the payment date described in subsection (b) above. Acceptance of any partial or full payment of a Participant's Account as provided in this Section 4 shall be in full settlement of all claims of a Participant or Beneficiary against the Share Plan as to the partial or full payment received.

(5) Forfeitures.

- (a) Forfeiture without cause. If a Participant terminates employment with the City or PBSO for any reason whatsoever prior to completing six (6) years of credited service in the Retirement Plan, the Participant's Share Plan Account shall be forfeited and allocated to the accounts of all remaining Participants in accordance with the provisions of paragraph (c) of Section 3 above.
- (b) Forfeiture for cause. Notwithstanding anything in the Plan to the contrary, if a Participant or beneficiary enters a plea of no contest where adjudication is withheld to a lesser charge or is convicted of a specified offense as set forth in F.S. §112.3173, as same may be amended from time to time, or F.S. §§ 175.195 or 185.185, as same may be amended from time to time, the provisions of either F.S. §§ 112.3173, 175.195 or 185.185, as applicable, shall apply and the Participant or Beneficiary shall forfeit all rights to receive a benefit from the Share Plan. For purposes of this subsection (b), "convicted" and "specified offense" shall have the meanings given to them in F.S. §§ 112.3173, 175.195 or 185.185 as may be applicable.

(6) Miscellaneous provisions.

- (a) City's responsibilities. The City shall have no responsibility for the operation of this Share Plan except those specified herein. The City shall not be required to levy any additional taxes on its residents or to make any contributions to the share plan.
- (b) Facility of payment. If the Board finds that a Participant or other person entitled to a benefit is unable to care for his or her affairs or is a minor or is legally incapacitated, the Board may direct that any benefit due such individual shall be paid to the individual's duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of this Share Plan for that benefit.
- (c) Information. Each Participant, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to such individual or credited to the Participant's Account under the fund, shall file with the Board the

information that it shall require to establish the individual's rights and benefits under the Share Plan.

- (d) Severability of provisions. If any provision of this Share Plan is for any reason held unconstitutional, inoperative or void, such holding shall not affect the remaining provisions of this Share Plan. It is the intent of the City Council to create this Share Plan without such unconstitutional, inoperative or void provision and the remainder of the share plan, after the exclusion of such provision, shall be deemed and held to be valid as if such provision had not been included herein.
- (e) Reports. The Board shall issue a report of this Share Plan's operations at least annually.
- (f) Reservations of right to amend Share Plan. Subject to the provisions of F.S. Chs. 112, 175, 185 & 447, Pt. II, the City reserves the right at any time to amend or modify this Share Plan, provided that no amendment shall cause any part of the Share Plan assets to be used or diverted to purposes other than the exclusive benefit of the Participants and their Beneficiaries. If at any time Chapters 175 and/or 185 are amended to allow additional premium tax revenues to be used to reduce the City's annual required contribution to the Retirement Plan, all premium tax revenues received after such amendment may be used to the maximum allowable extent to reduce the City's annual required contributions to the Retirement Plan. Following any such amendment participants' share accounts shall be maintained, and any further allocations of premium tax revenues to the share accounts shall be determined in accordance with the amendment.
- (g) Termination and discontinuance. Subject to the provisions of F.S. Chs. 112, 175, 185 & 447, Pt. II, this Share Plan may be terminated by the City. Upon termination of this Share Plan, the Share Plan assets shall be apportioned and distributed in accordance with the allocation formulas set forth herein. Upon termination of the Share Plan, each participant shall become 100% vested in his/her share account balance as of the date of termination.
- (h) Required distributions. In no event shall the provisions of this share plan operate so as to allow the distribution of a participant's account to begin after the later of April 1st following: (i) the calendar year in which the participant attains age 70½, or (ii) the calendar year in which the participant terminates employment with the City (the "required beginning date").
- (i) Distribution limitation. Notwithstanding any other provision of this share plan, all distributions from this Share Plan shall conform to the regulations issued under IRC section 401(a)(9), including the incidental death benefit provisions of IRC section 401(a)(9)(G). Further, such regulations shall

override any provision of this Share Plan that are inconsistent with IRC section 401(a)(9).

- (j) Direct rollover of certain distributions. Notwithstanding any provision of this share plan to the contrary that would otherwise limit a distributee's election under this subsection (j), a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly by the share plan to an eligible retirement plan specified by the distributee in a direct rollover. The following definitions apply to the terms used in this subsection (j):
 - (1) "Eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution to the extent such distribution is required under IRC section 401(a)(9) and the portion of any distribution that is not includible in gross income;
 - (2) "Eligible retirement plan" means an individual retirement account described in IRC section 408(a), an individual retirement annuity described in IRC section 408(b), an annuity plan described in IRC section 403(a), a deferred compensation plan described in IRC section 457, or a qualified trust described in IRC section 401(a), that accepts the distributee's eligible rollover distribution.
 - (3) "Distributee" means an employee or former employee. In addition, the employee's surviving spouse is a distributee with regard to the interest of the spouse; and
 - (4) "Direct rollover" means a payment by the fund to the eligible retirement plan specified by the distributee.
- (k) Non-alienation of benefits. Except as provided by law, the benefits provided by this share plan shall not be subject to garnishment, attachment; execution of any other legal process, except the board may authorize the deduction of alimony and child support, in accordance with F.S. §§ 175.061(7) or 185.05(6).
- (l) Amendment. The provisions of the plan are intended to meet the all applicable requirements of the Internal Revenue Code for tax exempt status, and other applicable federal and state laws. Should any changes be required to this Share Plan for it to comply or to continue to comply with applicable provisions of the IRC, the board shall recommend to the City Council any such required changes to the share plan.
- (m) Captions. The caption preceding the sections and paragraphs of this share text rather than the caption shall control.

- (n) USERRA. Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).