MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAUDERHILL, FLORIDA, AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE LODGE # 161

This Memorandum of Understanding ("MOU") is entered into this _____ day of November 2024, by and between the City of Lauderhill, Florida (the "City"), and the Florida State Lodge, Fraternal Order of Police Lodge #161 ("FOP").

WHEREAS, FOP represents a bargaining unit consisting of the City's sworn police officers and sergeants; and

WHEREAS, the Parties recently reached agreement on a successor collective bargaining agreement covering the period October 1, 2024 to September 30, 2027 (the "Agreement"), which was subsequently ratified by the City Commission on September 12, 2024; and

WHEREAS, Article 43 "Pension" of the Agreement sets forth the criteria and requirements regarding the City's Police Officers' Retirement Plan (the "Plan"); and

WHEREAS, the Parties desire to clarify specific provisions of Article 43 related to post-retirement stipends, Deferred Retirement Option Program participation, and cost of living adjustments to address language ambiguity and stylistic conformity with the City's Code of Ordinances related to the Plan; and

WHEREAS, the Parties recognize that this Memorandum of Understanding clarifies the interpretation and stylistically modifies certain provisions of Article 43 of the Agreement but does not amend or modify any Article contained in the Agreement.

NOW, THEREFORE, the Parties agree to as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Article 43 "Pension" of the Agreement is amended as follows[1]:

[1] Additions to existing text are shown by underline; deletions are shown by ~~strikethrough.~~

43.5.1 All members employed by the City on or after October 1, 2024, ~~as of July 1, 2020~~ who then retire from City service ~~after the ratification date of the 2019-2020 Agreement~~ shall, in the first full month following their retirement from City service (provided such member has at least twenty (20) years of credited service with the City or provided such member left the City at age fifty-five (55) or older with more than five (5) years of credited service with the City), receive a post~~[1]~~retirement stipend equal to forty dollars ($40) per month per year of service up to a cap of eight hundred dollars ($800) per month until they reach the age of sixty-five (65). For example, a member who worked for the City for twenty (20) years or more years shall, beginning the first full month after retirement, receive a stipend of eight hundred dollars ($800.00)/month until they reach the age of sixty-five (65).

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43.7 As soon as practicable following ratification of this Agreement, the parties agree to revise the Plan to allow bargaining unit members, who are presently in the DROP, or who enter the DROP on or after ratification of this Agreement, to remain in the DROP for up to seven (7) years, provided those employees make a one and one-half percent (1.5%) contribution of applicable Tier 1 or Tier 2 Earnable Compensation (to be deducted from pay) ~~(to be deducted for pay)~~ for any time worked during an employee's sixth or seventh year in the DROP.

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43.8 As soon as practicable following ratification of this Agreement, the parties agree to revise the Plan to include the following or similar language: "If the plan has a positive actuarial experience for the prior fiscal year, the Board of Trustees may authorize a non-recurring cost of living adjustment benefit increase for retired members commencing in the third year after retirement and separation from DROP if applicable. Such increase, if any, would not exceed 3.0% of the annual benefit in any given year. This aforementioned benefit is to replace the previous thirteenth check benefit/program for any member who separates from city service anytime on or after October 1, 2024. The pension board may adopt any administrative rules necessary to administer the cost-of-living benefit adjustment. Retirees who separated from city service prior to October 1, 2024 are not eligible for this benefit but shall retain all rights in effect on the date of their retirement.

3. The Parties recognize that this MOU only clarifies the interpretation of sections 43.5.1, 43.7, and 43.8 of the Agreement, and does not modify any other Article or subsection therein contained in the Agreement.

4. The Parties agree that this MOU represents that Parties' entire agreement and cannot

be amended or modified without the expressed, written consent of the Parties.

City of Lauderhill, Florida	**The Florida State Lodge, Fraternal Order of Police Lodge #161**
By: _____	By: _____
Dated: _____	Dated: _____