CITY OF FORT LAUDERDALE
GENERAL EMPLOYEES' RETIREMENT SYSTEM

401 NE 4th Street Suite 201, Fort Lauderdale, FL 33301
Phone: 954-828-5171
E-mail: contact@citypension.com

Application for DROP

Name: _____ Employee ID#: _____

Permanent Address: _____

City: _____ State: _____ Zip: _____

E-Mail Addresses: Work: _____ Personal: _____

Phone Numbers: Work: _____ Cell: _____ Home: _____

EMPLOYMENT INFORMATION

Date of Full-time Permanent Employment: _____

Were you initially employed in a part-time or temporary position?: Yes/No (circle one) If Yes, date: _____

Have you ever received a refund of your contributions from the Retirement System?: Yes/No (circle one)

If Yes, date(s) and details: _____

During your employment with the City , have you ever experienced?:

If Yes, date(s) and details: _____

_____

Leave of Absence	Yes/No
Suspension	Yes/No
Active Military Leave	Yes/No
Termination of Employment	Yes/No
Reinstatement	Yes/No
Reemployment	Yes/No

(circle one)

DROP ENTRY INFORMATION

Normal Retirement Date: _____ DROP Entry Date: _____

Employment Termination Date: _____ Final Retirement Date: _____
(the day immediately after termination date)

AKNOWLEDGEMENTS

I understand that DROP participation is subject to specific conditions that are prescribed within City Ordinance and acknowledge the following :

_____ (initials) My participation in the DROP requires that **I will resign and terminate my employment with the City no later than sixty (60) months (the DROP Period) from my normal retirement date.** My DROP Period may be less than sixty (60) months if this Application or an Irrevocable Resignation of Employment and Waiver Form is not filed in a timely manner in conjunction with my normal retirement date.

_____ (initials) My participation in the DROP **cannot begin any sooner than forty-five (45) days after this Application is filed** with the General Employees' Retirement System.

_____ (initials) An Irrevocable Resignation of Employment and Waiver Form must be filed with the City's Director of Human Resources **at least three (3) months prior to my DROP entry date.**

_____ (initials) Upon retirement, my DROP proceeds cannot remain in the System and must be distributed to me either directly or to rolled over to another qualified plan. I understand that interest earnings are payable only up to the date of my termination of employment.

- over -

BENEFICIARY/SURVIVORSHIP BENEFITS

DURATION AND SURVIVOR BENEFITS - if you were married on the date of your retirement and were married to the same person at the date of your death, that spouse will receive 100% of your monthly pension for one year and then 60% of your monthly pension thereafter until their death or remarriage. Minor children may also be entitled to benefits. If you were not married on the date that you retired, minor children may still be entitled to benefits.

_____ I am unmarried

_____ I am legally married, Spouse's Name: _____ Spouse Birth Date: _____

_____ I have minor children (names): _____

Absent a spouse or minor children at death, a minimum benefit equal to the sum of your personal contributions less any pension benefits that have already paid to you will be paid to your named beneficiary(s):

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

OPTIONAL FORMS OF PAYMENT - for a reduction in their pension, a Member may elect for a benefit payable as one of the options listed below or in any form approved by the Board of Trustees so long as the actuarial equivalence is maintained. These options are available upon request from the Pension Office.

Joint & Survivorship Benefit Option - provides a lifetime survivorship benefit to another person to a spouse or another person. An already married Member can increase their 60% duration and survivorship benefit up to a 100% survivorship benefit for their spouse.

10 Year Certain Option - payable for the lifetime of the member but with a minimum of 120 monthly payments guaranteed with a much a smaller reduction in the Member's benefit than the joint and survivorship option.

DIVORCE - under most circumstances, the designation of a spouse as a beneficiary is invalidated under Florida State Statutes (Section 732.703) after divorce. Duration and Survivor Benefits are generally invalidated by divorce due the requirement that the spouse be the same at both the Member's retirement date and death.

AKNOWLEDGEMENTS

I understand and acknowledge that:

_____ (initials) Beneficiary benefits are generally not payable to an ex-spouse or a spouse married after retirement, which includes DROP participation.

_____ (initials) Fraud perpetrated to attain additional pension or survivorship benefits results in the forfeiture of all future pension benefits, repayment of all overpayments and even possible criminal prosecution.

_____ (initials) Enhanced survivorship benefits (Optional Forms of Payment) are available at a reduction in my pension for which election must occur before retirement and are available upon request from the Pension Office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 20_____.

By:_____

Signature

STATE OF: _____

COUNTY OF: _____

Must be signed in the presence of a notary

The forgoing instrument was executed before me by means of ☐physical presence or ☐online notarization,

this _____day of _____, 20___, by _____,

who is personally known by me (or who has produced _____ as identification.

_____

Notary Public

General Employees' Retirement System

Election of DROP Participation

I will attain (have attained) my normal retirement date as described in City Ordinance Section 20-107 and indicated below and do hereby elect to participate in the City's Deferred Retirement Option Program (DROP) as described in Section 20-107 and on the information sheet provided to me.

I understand that my participation in this DROP Plan means that I will resign and terminate my employment with the City no later than thirty-six (36) months (the DROP Period) from the date my retirement benefits begin as stated below. My DROP Period may be less than thirty-six (36) months if this form is not filed in a timely manner in conjunction with my normal retirement date.

I understand that my participation in this DROP Plan cannot begin any sooner than three (3) months after the date this form is filed with both the General Employees' Retirement System Board of Trustees and the City's Personnel Director. * Members who qualify under Section 20-110 (a.1) (4) a. will be governed by those filing dates. *

I understand that I must obtain from the City's Personnel Director, an irrevocable resignation of employment and waiver form that must be filed at least forty-five (45) days prior to my date of retirement with both the General Employees' Retirement System Board of Trustees and the City's Personnel Director.

I further understand that I am not entitled to any monies contained in my DROP Account until the end of my DROP period or termination of employment with the City.

_____

Member Name (PRINT)

_____

Social Security Number

_____ _____

Normal Retirement Date **Witness**

_____ _____

Date of Retirement - First Date of DROP Participation **Date Filed in Retirement Office**

_____

Date of Termination – Last Date of DROP Participation

_____ _____

Signature of Member **Date**

CITY OF FORT LAUDERDALE
DEFERRED RETIREMENT OPTION PROGRAM
OWBPA ACKNOWLEDGMENT, WAIVER AND RELEASE AGREEMENT

I, _____, (employee), hereby agree that my employment with the City of Fort Lauderdale, Florida ("City"), will end effective _____ by reason of my voluntary election to resign and retire. I have freely and voluntarily elected to participate in the City's Deferred Retirement Option Program ("DROP"), as described in the information sheet provided to me separately from this OWBPA Acknowledgment, Waive and Release Agreement (hereinafter "Waiver").

1. In consideration for allowing me to participate in and derive the benefits of the DROP, to which I acknowledge I would not otherwise be entitled and which I have freely and voluntarily elected, I, hereby release and discharge the City of Fort Lauderdale, Florida and any and all of its agents, officers, or employees, in both their official and individual capacities, from all claims liabilities, demands and causes of action, whether known or unknown, fixed or contingent, which I may have or claim to have against the City and/or any of its agents, officers, or employees as a result of my employment with the City; including but not limited to my election to participate in the DROP and to voluntarily resign and retire on the date specified in my letter of resignation. I hereby promise not to file a lawsuit or pursue any administrative process to assert such claims except as specified in paragraph number 2 below. This Waiver includes, but is not limited to, claims and liability under the Constitution of the United State pursuant to 42 U.S. C. § 1983 as well as claims I may have under employment discrimination laws such as the Age Discrimination in Employment Act of 1967, (29 U.S. C. 621, et seq.) Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000e, et seq.) The Americans With Disabilities Act, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Florida Civil Rights Act of 1992, the Florida Public Employees Relations Act (and any and all amendments to any and all of the foregoing laws), and any other federal or state law or local ordinance dealing with employment discrimination such as age, sex, race, color, national origin, citizenship, religion, disability/handicap, age, marital or familial status. Further, also agree that this Release includes claims based on theories of contract or tort, whether based on statute, common law or otherwise.

_____ _____
Employee City

2. I understand and agree that by making this voluntary election to participate in the DROP and executing a letter of resignation, I am giving up any right to continued employment I now have or might otherwise have had after the date of my resignation becomes effective. I further understand that although my decision to resign and retire will not be revocable after the expiration of the seven (7) day revocation period set forth in Paragraph 7 below, I am not waiving any claims that may arise after the date on which I sign this Waiver.

3. I understand and agree that this waiver does not prohibit me from filing a charge with the United States Department of Labor, Equal Employment Opportunity Commission (EEOC) or from participating in an investigation or proceeding conducted by the EEOC. I understand that I will be precluded from recovering any relief as a result of any charge, lawsuit or proceeding brought by me or on my behalf arising out of my employment with the City and my separation from that employment. I also understand and agree that I will be ineligible for unemployment compensation benefits upon my resignation and retirement.

4. I understand and agree that this Waiver does not prohibit me from filing or pursuing any claim for worker's compensation benefits which may be provided for in Chapter 440, Florida Statutes, and that the City likewise may pursue any defense regarding such claims, if any.

5. I acknowledge that I have been encouraged by the City to consult with an attorney and a professional tax advisor of my own choice prior to signing this Waiver. I further acknowledge and affirm that I have been given adequate time to consult with an attorney prior to signing this Waiver.

6. I acknowledge and affirm that, prior to signing this Waiver, I was given a period of not less than forty-five (45) days within which to consider this Waiver and that I was made aware that I could use all or any part of that period. I have been provided with a written explanation of the DROP; and written information which includes the group of employees eligible for the DROP and separate listings of the job titles and ages of all employees eligible to elect participation in the DROP and of those not eligible for the DROP.

_____ _____

Employee City

7. I acknowledge and affirm that I have been advised that following my signing of this Waiver, I will have a revocation period of seven (7) calendar days during which I may revoke this Waiver and that this Waiver will not become effective or enforceable until the seven (7) calendar day revocation period has expired. I understand that in order to revoke this Waiver I must hand-deliver written notice of revocation to the City's Personnel Director at 100 North Andrews Avenue, Third Floor, Fort Lauderdale, Florida, prior to the expiration of the seven (7) calendar day period. In the event that I exercise my right of revocation under this paragraph, my letter of resignation will be null and void and I will be ineligible to participate in the DROP.

8. I acknowledge and affirm that I have not relied upon any representations, promises, or agreements of any kind made to or with me in connection with my decision to sign this Waiver except those specifically set forth in this Waiver and in the City's DROP Ordinance. I have read and I fully understand this Waiver.

9. In case any part of this Wavier is determined to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions will not in any manner be impaired.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of

_____, 20___.

By:_____
Signature

Witnessed By:

_____ _____

_____ _____
[Witness type or print name] [Witness type or print name]

_____ _____
Employee City

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ day of

_____,20___,

by _____, who is personally known by me [or who has

produced _____ as identification] and who took an oath.

_____
Notary Public
State of Florida at Large

_____
Type or Print Name of Notary

My Commission Expires:

_____
Employee

_____
City

NOTICE OF TERMINATION FROM DROP PROGRAM

DEPARTMENT _____

DATE _____

TO:

_____
(Department Head)

_____
(Division Head)

_____
(Supervisor)

Averill Dorsett, Director of Human Resources:

This is to advise you of my intention to enter the DROP, effective _____ for _____ months. My last day of employment will be _____
(must be a regular workday)

and my first day of retirement will be _____.
(date immediately following)

If my last day of employment will change between now and the above date, I will submit a revised letter of retirement.

Please forward this to the pension board for their information and consideration.

Sincerely,

_____
(signature)

_____
(name - please print)

cc: Pension Division
Payroll Division
Risk Mgmt Division