
STATEWIDE HYBRID PLAN
IRREVOCABLE ELECTION TO PARTICIPATE IN THE
DEFERRED RETIREMENT OPTION PLAN (DROP)
AND RESIGNATION FROM EMPLOYMENT

This agreement is made between _____,

a member of the **Statewide Hybrid Plan** ("Member"), and

_____, the Member's employer ("Employer").

WHEREAS, Member is an active full-time salaried employee of Employer serving at least one thousand six hundred hours (1600) hours in any calendar year and whose duties are directly involved with the provision of police or fire protection; and

WHEREAS, Member is covered by the Statewide Hybrid Plan ("Plan") for FPPA Members; and

WHEREAS, Employer is a municipality in Colorado offering police or fire protection service employing one or more Members or a special district, fire authority or county improvement district in Colorado offering fire protection service employing one or more Members; and

WHEREAS, pursuant to the Statewide Hybrid Plan Document, 4.09, the Plan includes a Deferred Retirement Option Plan (DROP) for the Defined Benefit Component; and

WHEREAS, the Member is eligible for retirement under the Plan and desires to participate in the DROP according to its terms and in conformance with the requirements of local, state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Member hereby irrevocably elects, in lieu of immediate termination of employment and receipt of a service retirement benefit, to continue employment and enter the DROP from _____ [insert DROP entry date] until the Member's termination of employment, which shall be no later than the fifth anniversary of the DROP entry date.
2. The Member acknowledges that participation in the DROP requires the Member to choose Member's retirement benefit payment option at the same time the Member elects to participate in the DROP. The Member has completed the FPPA Defined Benefit System Retirement Application.
3. During the DROP period the Member's otherwise deductible employee contributions (as picked up by the Employer under the terms of the Plan) and the Member's retirement benefits shall be paid into the DROP account until the end of the specified period of employment, at which time employment shall cease and the Member shall retire from active service. No employer contribution shall be required to fund the DROP.
4. No disbursement of any DROP funds can occur absent the retirement or death of the Member. During the DROP period, the Member shall earn no service credit or additional service-related benefits under the Defined Benefit Component of the Statewide Hybrid Plan. The amount of benefits for retirees who have elected the DROP shall be adjusted to the same extent as benefits for retirees who have not elected the DROP.
5. Once the Member enters the DROP, the Member will self-direct the DROP monies in the DROP account in any investment option offered by FPPA.
6. The DROP assets shall be held in trust for investment purposes as part of the fire and police members' self-directed investment fund, subject to such rules as may be adopted for the administration of the trust. The

Board of Directors of the Fire and Police Pension Association ("FPPA Board") shall be authorized to charge each account a reasonable fee for the administration of the DROP.

7. The Member acknowledges that it is possible, due to economic or investment factors or a combination of both, that substantial losses could occur in the DROP account. The Employer is not responsible for DROP account performance. Before signing this Agreement, and during the term of this Agreement, the Member should familiarize himself or herself with any and all regulations and policies adopted by the FPPA Board governing the DROP account. The Member agrees to abide by applicable rules and regulations, as they may be amended from time to time.
8. When the Member terminates employment or reaches the five-year limit for participation in the DROP, the Member shall become a retiree and shall receive, in addition to the retirement benefit and at the retiree's option, either A) a lump sum payment from the retiree's individual DROP account equal to its balance, plus net investment earnings and losses, or B) equal monthly installment payments from the retiree's individual DROP account over a period not to exceed the retiree's life expectancy or the joint life expectancies of the retiree and the retiree's designated beneficiary. The member may also elect to transfer all or a portion of his/her account balance back to FPPA to purchase a monthly benefit. Payout options for the DROP account are more specifically set forth in the Statewide Hybrid Plan Rules and Regulations, 6.10.
9. The Member acknowledges and agrees that the Member executes this irrevocable election and resignation because of the potential benefits which the Member acknowledges he or she may receive from participation in the DROP, and in consideration of these potential benefits, this Agreement also constitutes the Member's irrevocable resignation from the employ of Employer as of no later than the fifth anniversary of the DROP entry date. The Member may participate in the DROP only once.
10. In exchange for the Employer allowing the Member to elect to participate in the DROP, Member, on behalf of himself or herself, Member's heirs, executors, administrators, personal representatives and assigns and without any reservations whatsoever, agrees to forever release and waive any claim against the Employer, as of the date this Agreement is signed and executed by the Member, arising out of the termination of his or her employment with the Employer and participation in the DROP, including any claims under the Colorado Age Discrimination Statute, Colo. Rev. Stat. § 24-34-402, as amended.
11. The Member acknowledges that Member has received a copy of the Statewide Hybrid Plan Rule 6.10 (DROP). The Member has read the DROP rules and understands the provisions thereof. The Member understands that participation in the DROP may not be advantageous for every employee. Member acknowledges that Member has been advised in writing to seek independent legal and other professional counsel prior to executing this agreement. Member represents that Member has had ample opportunity to consult with an attorney and other professional advisor of the Member's choice before executing this agreement. Member is releasing Employer from any and all claims Member may have against Employer (except as expressly provided herein), including but not limited to, claims under the Age Discrimination in Employment Act related to Member's Participation in the DROP. Member further agrees that Member knowingly and voluntarily is executing this Agreement of Member's own free will. Member understands and agrees that Member is solely responsible for analyzing the tax and other financial and legal consequences of participation in the DROP.
12. Member represents that Member was given at least twenty-one (21) days to consider the Agreement and to determine whether Member wishes to execute the Agreement. Member understands that Member can change his or her mind and revoke Member's signature on this Agreement within seven (7) days after signing it by hand delivering notice of such revocation to the Human Resource Officer of the Employer and to the FPPA. Furthermore, Member understands that, unless properly revoked by Member during this seven-day period, the release and waiver above will become effective seven (7) days after Member signs the Agreement. The Agreement shall be null and void if the Member elects to revoke his or her signature and the Member will continue as an active Member of the Plan. Member hereby certifies that Member has read the entire Agreement, and fully understands and approves of the terms and effect of the Agreement, and each of the undersigned approves the terms thereof.

13. The Member acknowledges that the Employer shall enforce the terms of this Agreement, including the Member's obligation to cease employment on the date specified herein, unless the Employer and the Member subsequently agree to modify this agreement. Member and Employer further understand, under the terms of the Plan, that if the Member continues to work after the expiration of the DROP period, the DROP account will be forfeited and transferred from the fire and police members' self-directed investment fund to the fire and police members' benefit investment fund, and the Member will be awarded service credit for the DROP participation period, subject to Rules and Regulations adopted by FPPA. The Member acknowledges that if the balance in the DROP account at the time of transfer is less than the amount of monthly benefits transferred to the DROP account during the DROP period, the Member is required to make additional contributions in the amount of the difference between the DROP Account Contributions and the amount transferred. The Employer acknowledges that in the event the Employer permits the employment of the Member beyond the expiration of the DROP period, the Employer is required to make employer contributions to the DROP account for the DROP period, plus interest at the rate assessed for late contributions.
14. This Agreement embodies all the representations of the parties relative to the subject matter hereof, and no representations, understandings or agreements in relation to this Agreement exist between the parties except as expressly set forth herein.
15. The Employer shall promptly provide a copy of this Agreement to the FPPA. Both the Member and Employer knowingly and voluntarily execute this Agreement in accord with the above-described terms this day of [insert date].

EMPLOYER

By: _____
SIGNATURE

PRINT NAME _____

TITLE _____

ADDRESS

EMPLOYEE

By: _____
SIGNATURE

PRINT NAME _____

TITLE _____

ADDRESS _____

[Affix both signatures on the same date. Print the name, title and address of each party.]

FPPA DEFINED BENEFIT SYSTEM RETIREMENT APPLICATION

Dear Applicant,

Use this form to apply for any retirement under the Statewide Defined Benefit (SWDB) Plan or the Statewide Hybrid (SWH) Plan Defined Benefit Component. For an explanation of the different types of retirement benefits please refer to our web-site at www.FPPAco.org. If you have any questions, please contact a Retirement Coordinator at (303) 770-3772 or toll free at (800) 332-3772.

Completing the Retirement Application Process:

- Please complete this *Retirement Application* at the time of retirement, or if participating in the Deferred Retirement Option Plan (DROP), at the time of electing to participate in DROP.

- Parts A, B, & D • to be completed by the applicant
- Part D • this section requires the signature of the applicant to be notarized
- Part E • to be completed and signed by the applicant's employer and then notarized

- You will need to provide the following supporting documentation with this application:

- ☐ a copy of your driver's license,
- ☐ a copy of your birth certificate,
- ☐ a copy of your beneficiary's birth certificate,
- ☐ a copy of a court order or a current marriage license or civil union certificate or drivers license to verify any name change for the applicant or beneficiary.

- Upon receipt of your completed application, FPPA will confirm applicable employment information and, if your retirement is payable immediately, calculate your benefit payment options. (If your retirement is not payable immediately, the benefit options will be calculated approximately 60 days before your payment start date.) The benefit options form will be sent to you for your election.
- The information from this application will be presented for FPPA approval.
- Your retirement benefit will initially be paid based on a preliminary calculation. The final calculation and any adjustments will be made approximately 90 days following your retirement. This process is used to help ensure that final contributions have been received by FPPA.
- If you are using this application to enter the Deferred Retirement Option Plan (DROP), you must complete the *FPPA Defined Benefit System Termination of DROP Participation* form when you terminate employment.
- If you are a member of the Statewide Defined Benefit Plan, the funds in your SRA, if applicable will be available to you after you terminate employment and FPPA has approved your retirement benefit.
- If you are a member of the Statewide Hybrid Plan, the funds in your Money Purchase Component can be accessed by contacting Fidelity Investments at (800) 343-0860.

PART A - GENERAL APPLICANT INFORMATION

To be completed by the EMPLOYEE. Please print legibly.

Applicant's Last Name		First Name	Middle Initial
Mailing Address		Apt. #	() - - Home Phone Number
City	State	Zip	() - - Work Phone Number
/ / Social Security Number	/ / Date of Birth (mo/day/yr)		() - - Cell Phone Number
Email Address			

PART B - EMPLOYMENT INFORMATION

To be completed by the EMPLOYEE. Please print legibly. Name of all Colorado municipalities or special districts where you have been employed as a full-time FPPA Member and covered under the Statewide Defined Benefit Plan or the Statewide Hybrid Plan:

Name

Dates (from / to)

_____/_____
 _____/_____
 _____/_____

Type of Retirement Applying for:

Normal Retirement - At least 25 years of service and age 55.

- ☐ Not Entering DROP
☐ Entering DROP

Vested Retirement - At least 5 years of service.

- ☐ Not entering DROP - Retiring at any age with pension benefits payable at age 55.
☐ Entering DROP - At least age 55.

Early Retirement - At least 30 years of service or age 50.

- ☐ Not entering DROP
☐ Entering DROP

- ☐ **Deferred Retirement** - Eligible for Normal Retirement or vested and age 55 but elect to defer receipt of pension up to age 65.

Option to Purchase a Monthly Lifetime Benefit

You may use all or a portion of your Statewide Defined Benefit Plan Separate Retirement Account (SRA), Statewide Hybrid Plan - Money Purchase Component and/or DROP account to purchase a monthly lifetime benefit and have it considered as part of your monthly pension. **Marking the boxes on this application only indicates that you would like an estimate prepared. It is not an irrevocable election.** Once your retirement application is approved, payment option selection forms will be sent to you. One will contain benefits with the purchase of a monthly benefit and one will contain pension benefits only. **At that time, you will make an irrevocable election.** If you are entering DROP, this choice is available when you exit DROP. Please contact FPPA if you would like to discuss this option.

I would like an estimate prepared to purchase a monthly lifetime benefit using my:

Check any squares (below left) that apply and then how much of that plan you wish to consider to purchase a monthly lifetime benefit.

- ☐ **Statewide Defined Benefit Plan SRA** - select either: ☐ entire account - or - ☐ dollar amount of \$ _____
☐ **Statewide Hybrid - Money Purchase Component** - select either: ☐ entire account - or - ☐ dollar amount of \$ _____
☐ **DROP** - select either: ☐ entire account - or - ☐ dollar amount of \$ _____
☐ I do **NOT** want an estimate prepared on the purchase of a monthly lifetime benefit.

I understand that if I am considering reemployment with a Defined Benefit System employer, it is my responsibility to notify FPPA prior to returning to work as receipt of my benefit and/or SRA may be impacted.

 Applicant's Full Legal Signature

_____/_____/_____
 Date

PART C - DROP ACCOUNT INFORMATION

If you elect to enter the DROP, please be aware that it is your responsibility to direct the investment of contributions to your account. Fidelity Investments® is FPPA's recordkeeper and provides investment options for the DROP Plan. Once you have entered the DROP, you may contact Fidelity at 1(800) 343-0860 for an investment kit. The investment kit is designed to help you determine an investment strategy that might be right for you. The DROP plan allows you to choose from a wide variety of investment options offered through Fidelity Investments. Once you have a chance to review your investment options, call Fidelity at (800) 343-0860 to establish your investment elections. Until investment elections are provided to Fidelity, contributions to your account will be invested in the Fidelity Income Fund® (the default fund selected by FPPA). The assets in your DROP account will be valued at the close of every business day, enabling you to get updated balances daily.

In addition to directing the investment of your contributions, it is very important to contact Fidelity to designate a beneficiary for your DROP account. You may call the number above or designate your beneficiary online at www.fidelity.com/atwork.

PART D - DESIGNATED BENEFICIARY FOR FPPA DEFINED BENEFIT SYSTEM

In this section, you must rename your beneficiaries. All previously elected beneficiaries are hereby revoked.

The beneficiaries named herein are for: ☐ Statewide Defined Benefit Plan ☐ Statewide Hybrid Plan ☐ Both Plans

If you have time in both the Statewide Defined Benefit Plan and the Statewide Hybrid Plan and want to name separate beneficiaries for each plan, copy this page and submit a page for each plan. Be sure to mark the box to indicate the plan.

To be completed by the EMPLOYEE. Please print legibly.

Upon your death, this is the person who will receive a monthly benefit for life based on the joint-survivor option you select.

A beneficiary must be named for FPPA to calculate your retirement benefit survivor options. After a benefit option has been selected and the first pension payment has been deposited or otherwise negotiated, you may only change your beneficiary for your defined benefit pension in the event of a change in your marital or civil union status or the death of your named beneficiary. In the event of a change in beneficiary the pension benefits payable will be recalculated according to your life expectancy and that of your newly named beneficiary.

If you select Normal Option, no monthly benefit will be paid upon your death and your primary beneficiary named here becomes the person to receive a refund of any remaining contributions not paid to you in monthly benefits.

NOTE: Please contact Fidelity to designate a beneficiary for your DROP account if applicable.

PRIMARY BENEFICIARY

Only ONE person can be named as primary beneficiary.

Beneficiary's Last Name		First Name	Middle Initial
Mailing Address		Apt. #	() - - Home Phone Number
City	State	Zip	() - - Work Phone Number
/ / Social Security Number	/ / Date of Birth (mo/day/yr)	<input type="checkbox"/> Female	<input type="checkbox"/> Male
Relationship of Beneficiary to Applicant		If spouse, check which applies: <input type="checkbox"/> marriage <input type="checkbox"/> civil union	
Applicant's Full Legal Signature		/ / Date	

REFUND ONLY - BENEFICIARY OR ESTATE OR TRUST

Mark only ONE box below. This section applies only to a one-time refund of remaining member contributions not paid out in monthly pension benefits and only when there is no primary beneficiary payable. No monthly pension benefit would be paid to the beneficiaries listed below. Any previously elected Beneficiary-Refund Only or Estate or Trust is revoked.

- ☐ No Designated **Refund Only Beneficiary OR Estate OR Trust** is elected
- ☐ The following **Trust** is elected to receive a refund of remaining member contributions, if any.

Name of Trust

- ☐ I elect my **Estate** to receive a refund of remaining member contributions, if any.
- ☐ On the next page the following are named as **Refund Only Beneficiaries** to receive a refund of remaining member contributions, if any.

PART D - DESIGNATED BENEFICIARY FOR FPPA DEFINED BENEFIT SYSTEM

- continued -

If you have more than three **Refund Only Beneficiaries**, attach a page and mark the following box. ☐ I have attached a page.

Name

Relationship

_____-_____-_____
Social Security Number

Date of Birth

Phone Number

Email Address

Percent of Assets _____ %

Name

Relationship

_____-_____-_____
Social Security Number

Date of Birth

Phone Number

Email Address

Percent of Assets _____ %

Name

Relationship

_____-_____-_____
Social Security Number

Date of Birth

Phone Number

Email Address

Percent of Assets _____ %

All Percentage of Assets listed above must equal = 100%.

REQUIRED SIGNATURE NOTARIZATION

STATE OF _____ }
COUNTY OF _____ } ss

Subscribed and sworn to before me this _____ day of _____, year of _____.

Witness my hand and official seal.

My commission expires: _____ / _____ / _____ .

Notary Public Signature
SEAL

PART E - EMPLOYER'S SECTION

To be completed by each EMPLOYER that covered you under the FPPA Defined Benefit System (make copies of this section if necessary).

Employee's Name _____ Social Security # _____ / _____ / _____

Employee's Rank _____ Employee's Date of Hire (mo/day/yr) _____ / _____ / _____
(as an FPPA Member)

Employee's Last Day On the Payroll (for when pension contributions were deducted _____ / _____ / _____

NOTE: This is usually the last day on the job, however, this may be a projected date.

If applicable, calculate the date by adding the number of accrued vacation days to the last day on the job.

Has the employee incurred an unpaid break in service? ☐ yes ☐ no

If yes, from what dates? _____ / _____ / _____ to _____ / _____ / _____

Has the employee applied for disability benefits through FPPA? ☐ yes ☐ no

Employee's Last Contribution Deducted from Pay Period _____ / _____ / _____ to _____ / _____ / _____

The Amount of the Last Contribution Deducted from Employee's Salary \$ _____

Effective Date of Retirement (if not entering DROP) _____ / _____ / _____

NOTE: The effective date of retirement is the day after the last day on the payroll, or in the case of the vested retirement, it is the day the employee attains the age of 55.

Date entering DROP (if applicable) _____ / _____ / _____

I certify that the above information is correct to the best of my knowledge.

Name of Authorized Employer Representative (please print)

Title

Date

Signature of Authorized Employer Representative

City / Town / Special District

Mailing Address

(_____) - _____ - _____
Phone Number

City

State

Zip

REQUIRED SIGNATURE NOTARIZATION

STATE OF _____ }
COUNTY OF _____ } ss

Subscribed and sworn to before me this _____ day of _____, year of _____.

Witness my hand and official seal.

My commission expires: _____ / _____ / _____ .

Notary Public Signature

SEAL