

# City of Atwater, CA 457(b) Participation Agreement



- Check if new participant
- Check if change to existing allocations

### Catch-up contribution eligibility

- I will be age 50 or older this calendar year.

## Employee Information

Name \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_ SSN \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date of Hire \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Date of Birth \_\_\_\_\_ E-mail \_\_\_\_\_

Employer Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

## Salary Reduction

The undersigned hereby agrees to the terms and conditions of the **City of Atwater, CA** Deferred Compensation Plan ("Plan") as such Plan now exists or is here in after amended and a copy of the Plan has been made available to them. This election shall continue until the undersigned makes a subsequent election as provided by the Plan. The hereby authorizes on the provider company to issue an annuity contract or custodial arrangement for the benefit of the participant without the signature of the employer provided that the owner of the annuity contract or custodial arrangement is designed as the employer's 457 Deferred Compensation Plan. Subject to the annual contribution limits and other requirements of the 457(b) Plan of the Employer, I authorize the Employer to reduce my cash compensation in exchange for the prompt payment of an equal amount for deposit to a qualified annuity contract or custodial account as a salary reduction contribution under the Plan. The amount of such reduction and payment shall be as follows: \$\_\_\_\_\_ per pay period. **This participation agreement will supercede all previous 457(b) participation agreement elections under the Plan. I hereby authorize my employer to reduce or suspend any deferrals established by this agreement, if in its opinion, the total annual deferral would exceed the maximum allowable limit in any calendar year.**

## Allocation of Contributions

**My deferrals cannot begin sooner than the month following participation agreement approval.** My accumulated deferrals will be held in trust by the **City of Atwater, CA** for the exclusive benefit of participants and their beneficiaries until paid to me under the rules of the Plan. I realize I may not assign or transfer my rights under the Plan. Please indicate ALL of the annuity contracts or custodial accounts to which salary reduction contributions should be allocated. **Allocations listed below will supersede all previous allocations for salary reduction contributions.** Allocations will be satisfied in the order listed below with any excess remaining allocated to the last account listed. Allocations may only be made to an annuity contract or custodial account that is approved for use with the Plan.

| Provider and Allocation Information   |                                |                       |               |         |
|---|--------------------------------|-----------------------|---------------|---------|
| Product Provider Name   | Address for Premium Remittance | EE or ER Contribution | Policy Number | Amounts |
|   |                                |                       |               | \$      |
|   |                                |                       |               | \$      |
|   |                                |                       |               | \$      |
|   |                                |                       |               | \$      |
| <i>(Total includes EE salary deferrals and ER contributions)</i> Total per Pay Period |                                |                       |               | \$      |

## Effective Date and Duration

The Salary Reduction and Allocation Agreement shall take effect:

- As soon as permitted under the Plan and as soon as administratively feasible; or
- Not before \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_.

This agreement will remain in effect as long as I remain an eligible employee under the Plan, or until I provide the Employer with a written request to end my salary reduction contributions or submit a new Salary Reduction and Allocation Agreement, as permitted under the Plan.

## Designation of Beneficiary

The beneficiary for each annuity contract or certified account to which contributions are allocated shall be determined in accordance with the terms of that specific contract or account.

## Release of Liability

The Employee agrees that the Employer and its agents shall have no liability whatsoever for any and all losses suffered by me with regard to my selection of the annuity and/or custodial account, its terms, the selection of the insurance company, custodian, or regulated investment company, the financial condition, operation of or benefits provided by said insurance company, custodian, or regulated investment company, or my selection and purchase of shares of regulated investment companies.

The employer hereby authorizes on the provider company to issue an annuity contract or custodial arrangement for the benefit of the participant without the signature of the employer provided that the owner of the annuity contract or custodial arrangement is designated as the employer's 457 Deferred Compensation Plan.

\_\_\_\_\_  
Employee Signature Date (mm/dd/yyyy) Employee Name (Please Print)

\_\_\_\_\_  
Financial Professional Name Phone E-mail

\_\_\_\_\_  
Employer Authorized Signature (if required) Date (mm/dd/yyyy)