

**Broward Sheriff's Office, FL**  
**Participation Agreement for Internal Revenue Code Section 457(b)**  
**Deferred Compensation Program**

**1. Employee Information**

Employee Name	CCN / Employee Number
Work Location	Position

**2. Plan Type**

☐ 457(b)

☐ 457(b)Roth

**3. Part A. 457(b) Deferred Compensation Reduction/Deduction**

☐ New Participant    ☐ Change Amount    ☐ Discontinue Contribution

**YOU MUST OPEN AN ACCOUNT WITH AN AUTHORIZED INVESTMENT PROVIDER PRIOR TO SUBMITTING AN SRA AGREEMENT**

**Part B. -** With respect to services rendered by the Employee hereafter, the Employer and the Employee hereby agree the Employee's compensation for such services shall be reduced by:

**Authorized Investment Provider Name:** \_\_\_\_\_

Equal amounts of \$ \_\_\_\_\_ per pay period beginning the \_\_\_\_\_, 20\_\_\_\_\_ pay period.

\_\_\_\_\_ % per pay period the \_\_\_\_\_, 20\_\_\_\_\_ pay period.

*Deferred Compensation contributions may be stopped or modified via myBSO Self Service*

**Catch up provision utilized (select one):**                      Final 3 Year                      Age 50 to 59 or 64+                      Age 60 to 63

**DROP or Separation Deferred Accruals (select one): Lump sum amount \$** \_\_\_\_\_

Final 3 Year                      Age 50 to 59 or 64+                      Age 60 to 63

The amount elected above shall result in a total ANNUAL DEDUCTION not to exceed the maximum allowable contribution calculation. The Employer agrees that it will remit the amount of such deduction for the ROTH 457(b) Deferred Compensation Program offered by the Company listed above.

The undersigned hereby agrees to the terms and conditions of the **Broward County Sheriff's Office, FL** Deferred Compensation Plan ("Plan") as such Plan now exists or is hereinafter 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 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.

**I (the Employee) understand and agree to the following: My deferrals cannot begin sooner than the month following Participation Agreement approval.** My accumulated deferrals will be held in trust by the **Broward County Sheriff's Office, FL** 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.

I am responsible for the accuracy of the excludable amounts stated in the Agreement. Any overstatement of the amounts excludable as a salary deduction in the agreement, or any other violation of the requirement of IRS Code Section 457 could result in additional taxes, interest, and penalties to the Employee.

I hereby authorize my Employer to deduct 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. Should my deferral exceed the maximum limit, I authorize my Employer to disallow deferral of the excess and direct these amounts to be refunded to me.

**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 company, or my selection and purchase of shares of regulated investment companies.

The employer hereby authorizes 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.

**Any change to this Agreement must be completed within the myBSO Self Service portal and becomes effective upon the execution of the Agreement by Employee and Employer.**

This Agreement may be terminated by either the Employer or Employee upon thirty(30) days notice to the Company and to the Employer or Employee as applicable.

**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.

**Effective Date of this Agreement** \_\_\_\_\_, 20\_\_\_\_\_. **Broward Sheriff's Office, FL**

AGENT / REPRESENTATIVE NAME

AGENT / REPRESENTATIVE PHONE NUMBER

EMPLOYEE

Date: \_\_\_\_\_

EMPLOYER

Date: \_\_\_\_\_

**Contribution History:**

1) Under your previous employers Defined Benefit Plan what is the normal retirement age that you will receive unreduced pension benefits? \_\_\_\_\_

2) Have you made contributions to your previous employers' plan? \_\_\_\_\_

If yes, what is the total of all contributions made to retirement plans with your previous employer? \_\_\_\_\_

3) Have you utilized the three year catch up under your previous employers' plan? \_\_\_\_\_

If Yes, what is the total of all contributions made to your three year catch up with your previous employer? \_\_\_\_\_

I certify that I have read this complete agreement and provided the information necessary for the employer to administer the plan and that my salary reductions will not exceed the elective deferral or contribution limits as determined by applicable Law. I understand my responsibilities as an Employee under this Program, and I request that my Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by my beneficiary, my authorized representative or me. I understand that certain information about my 457(b) and/or Roth 457(b) accounts is necessary to properly maintain and administer my account under the 457(b) and/or Roth 457(b) plan(s). I authorize the holder of that information to make it available to the plan sponsor, the administrator of the plan and/or their representative(s) so long as the information is used exclusively for purposes of complying with legal and regulatory requirements and proper administration of the plan(s) and my account there under.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_