

The City of St. Augustine, Florida VALIC 457 Deferred Compensation

403(b) Salary Reduction and 457(b) Deferred Compensation Agreement (Governmental)

□ Group ID# 49463001



Your Employer sponsors a 403(b) Salary Reduction and a 457(b) Deferred Compensation Plan. To participate in both Plans, you must complete the information requested below for both Plans, even if in the past you completed a similar agreement for one or both of these Plans. This agreement will replace any prior Salary Reduction or Deferred Compensation Agreement.

Please indicate to which plan this Agreement applies:

Check One:

☐ 403(b) ☐ 457(b) ☐ Both

Check One:

☐ New Enrollment ☐ Changes to earlier agreement ☐ Cancellation

EMPLOYER: _____

EMPLOYEE INFORMATION:

Employee Name: _____ SSN: _____

Address: _____ City: _____ State: _____ ZIP: _____

Date of Birth: _____ Phone: (____) _____ Date of Hire: _____

Salary (Optional): _____ Marital Status: ☐ Married ☐ Not Married

AGREEMENT/AUTHORIZATION:

Contributions can be made pre-tax only, after-tax Roth only, or a combination of both pre-tax and after-tax Roth. The percentage or dollar amount listed in the pre-tax and after-tax sections together represent the total amount to be reduced from the Employee's salary. Subject to the terms of your Plan, catch-up contributions can only be made after-tax Roth if your wages in the preceding year exceed the IRS limit for pre-tax contributions.

This Agreement is made by and between Employer and Employee. The parties agree to and acknowledge the following:

Pre-Tax Salary Reduction 403(b)

Employee agrees to defer the right to receive compensation as follows:

Commencing on (date): _____ (MM/DD/YYYY).

• \$ _____ each pay period, (____ pay periods per year).

After-Tax Roth Salary Deduction 403(b)

Employee agrees to have amounts deducted from Employee's pay as follows:

Commencing on (date): _____ (MM/DD/YYYY).

• \$ _____ each pay period, (____ pay periods per year).

~~The frequency with which a 403(b) Salary Reduction Agreement may be entered into or amended, the compensation as to which such agreement applies, and the ability to revoke such agreement shall be determined under the applicable federal income tax rules and your Employer's Plan.~~

Pre-Tax 457(b) Deferred Compensation

Employee agrees to defer the right to receive compensation as follows:

Commencing on (date): _____ (MM/DD/YYYY).

• \$ _____ each pay period, (____ pay periods per year).

After-Tax Roth Salary Deduction 457(b) Governmental Plans Only

Employee agrees to have amounts deducted from Employee's pay as follows:

Commencing on (date): _____ (MM/DD/YYYY).

• \$ _____ each pay period, (____ pay periods per year).

*If the commencement date is earlier than the first day of the month following the date of this Agreement, such date will be the first day of the month after the date of this Agreement.

Employee requests that the Employer invest the funds in a custodial account, trust and/or VALIC annuity contract as applicable.

The Employee agrees and acknowledges that contributions under this Agreement shall be subject to the provisions of the respective Plans and that the Employer may impose its own or additional administrative rules and procedures.

Employee may only contribute amounts that have not already been paid or made available. Employee agrees and acknowledges that contributions shall not exceed applicable limits under the Plan or federal law and that Employer may limit contributions in order to comply with federal law and the Plan document. Employee hereby directs that any contribution in excess of such limits be returned to Employee in accordance with governing legal requirements.

This Agreement shall terminate any prior Salary Reduction or Deduction or Deferred Compensation Agreement executed between the Employer and the Employee under the Employer's Section 403(b) and/or 457(b) plans. This Agreement shall continue indefinitely until amended or terminated: (1) for the 403(b) plan, by either party giving either (a) at least thirty (30) days' written notice prior to the date of such amendment or termination, or (b) such other time period as may be required with respect to the Plan; or (2) for the 457(b) plan, by either party giving written notice to the other party prior to the beginning of the month (subject to any processing time requirements for the Plan) for which such amendment or termination is to be effective. If the Employer elects to cease all employee elective contributions to either Plan, this Agreement shall automatically terminate with respect to such Plan. Unless otherwise provided with respect to the Employer's Plan, this Agreement shall automatically terminate upon the Employee's Severance from Employment with the Employer and/or if the Employee otherwise becomes ineligible to participate in either of the Plans.

Nothing in this Agreement shall be deemed to constitute an employment agreement and nothing contained herein shall be deemed to give the Employee any right to be retained in the employ of the Employer.

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Employee Signature: _____ Date: _____

Employer Signature: _____ Date: _____

By: _____ Title: _____
(Print Name)