

DROP RETIREMENT AGREEMENT AND RELEASE

The City of Alexandria (“the City”) and _____ (“you”) (collectively “the Parties”), enter into this DROP Retirement Agreement and Release (“Agreement”) in connection with your voluntary decision to participate in the Deferred Retirement Option Program (“DROP”) under the City of Alexandria Firefighters and Police Officers Pension Plan (the “Pension Plan”). The DROP is a program that allows you to continue working for the City as a firefighter or police officer for a period of up to 3 years and to have your retirement benefits credited to a deferred account at the same time. Participation in the DROP is entirely voluntary. While the DROP is voluntary, once you voluntarily elect to participate in the DROP, you must actually retire within 3 years from the date the DROP election becomes effective.

You must have at least 30 years of credited service under the Pension Plan and have voluntarily elected to participate in the DROP. This Agreement evidences your voluntarily agreement to retire on or before your Retirement Date (as specified below) and, contains a waiver of any claims you may have concerning the requirement that you retire on or before your Retirement Date.

1. Mandatory Retirement. Your employment with the City will end no later than _____, 200_ (your “Retirement Date”). You understand and agree that participation in the DROP is not a guarantee of continued employment. You are subject to discharge, suspension, lay-off, etc. on the same basis as any other active firefighter or police officer. You can also elect to retire at any time prior to your designated Retirement Date. However, if you are still employed on your Retirement Date, you will be treated as having voluntarily retired (terminated employment) on your Retirement Date.

2. Complete Release of Claims. You hereby release and forever discharge the City, and its elected or appointed officials, managers, employees and agents (hereinafter referred to collectively as the “City”) from any and all grievances, covenants, contracts, agreements, promises, obligations, claims, demands, damages, actions, and causes of action of every kind, known or unknown, which arise out of, or are in any way related to, your participation in the DROP and the termination of your employment in accordance with this Agreement. Without limiting the scope of the preceding paragraph, you specifically acknowledge that this Release includes, without limitation, any claim relating in any way to all claims arising out of your decision to participate in the DROP and your agreement to terminate your employment on your Retirement Date in accordance with the terms of this Agreement, including, without limitation, any claim under arising the Age Discrimination in Employment Act (“ADEA”). This release does not cover and is not intended to apply to any claim arising out of a discharge or suspension prior to your Retirement Date.

You acknowledge that the waiver and release of certain claims for age discrimination, including claims under the ADEA, are governed by provisions of the Older Workers Benefit Protection Act (“OWBPA”). You further acknowledge that you are entitled to not less than 21 days in which to consider this Agreement before signing it, unless you waive that time period. You understand that your signature on this

Agreement prior to the expiration of 21 days constitutes an irrevocable waiver of said period under the OWBPA. You and the City further recognize, acknowledge, and agree that this Agreement may be revoked by you within seven (7) days of your execution of this Agreement. Any such revocation must be in writing and delivered (on or before on the seventh day after you execute the Agreement) to:

Pension Administration Division (City box number 42)
Department of Finance
301 King Street – City Hall
Alexandria, VA 22313

No provision of this Agreement should be construed or interpreted to preclude or in any way limit or restrict your right to initiate an action against the City under the OWBPA or ADEA challenging the waiver and release of claims under the ADEA contained in this Agreement on the grounds that they were not knowing and voluntary. To the extent that any provision of this Agreement is determined to be in violation of the OWBPA or ADEA, it should be severed from the Agreement or modified to comply with the OWBPA or ADEA, without affecting the validity or enforceability of any of the other terms or provisions of the Agreement.

3. Pursuit of Released Claims. You represent that you have not filed any charges, complaints or lawsuits with respect to any claims the provisions of Paragraph 3 purport to waive. To the maximum extent permitted by law, you agree not to sue or to institute or cause to be instituted any charges, complaints or lawsuits in any federal, state, or local court against the City concerning any claims the provisions of Paragraph 2 purport to waive. You further promise never to seek or accept any damages, remedies, or other relief for yourself personally (any right to which you hereby expressly waive) with respect to any such claims. You further agree not to assist, encourage or participate in the prosecution of litigation (or similar proceedings, including arbitration or mediation) by third parties against the City with respect to such claims unless so required by law.

4. Valuable Consideration. You acknowledge that you by participating in the DROP, you will receive benefits to which you are not otherwise entitled and that your participation in the DROP is conditioned on your execution of this Agreement. You agree that you will not argue that this Agreement, in whole or in part, is not supported by sufficient consideration. You acknowledge and agree that the releases contained in Paragraph 2 and the covenant not to sue set forth in Paragraph 3 are essential and material terms of this Agreement and that, without such releases and covenant not to sue, you would not have been eligible to participate in the DROP or received the benefits available under the DROP. You understand and acknowledge the significance and consequences of this Agreement.

5. Successors. This Agreement binds your heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all of the City and all other parties covered by the release contained in Paragraph 2.

6. **Entire Agreement.** The understandings set forth herein represent the Parties' complete Agreement concerning your agreement to retire on or before your Retirement Date. You have not relied upon any other agreements, understandings or representations except to the extent specifically set forth herein. This Agreement may not be altered or modified except by the mutual agreement of you and the City, evidenced in writing executed by the Parties and specifically identified as an amendment to this Agreement.

7. **Severability.** It is intended that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. In the event that any paragraph, subparagraph or provision of this Agreement shall be determined to be partially contrary to governing law or otherwise partially unenforceable, the paragraph, subparagraph, or provision and this Agreement shall be enforced to the maximum extent permitted by law, and if any paragraph, subparagraph, or provision of this Agreement shall be determined to be totally contrary to governing law or otherwise totally unenforceable, that particular paragraph, subparagraph, or provision shall be severed and disregarded and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

8. **Review.** You acknowledge by signing this Agreement that you have read and understand this document and that the City advised you to consult with an attorney of your selection regarding the terms and meaning of this Agreement prior to executing this Agreement, and that you did so to the extent you deemed appropriate.

9. **Interpretation.** Except to the extent governed by federal law, this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia excluding any that mandate the use of another jurisdiction's laws.

Employee _____

Dated: _____

Received in the Pension Administration Office on: _____ ,
Date

Signature

Title