

THE FIREMEN'S RETIREMENT SYSTEM OF ST. LOUIS
1601 SOUTH BROADWAY – ST. LOUIS, MO 63104
314-588-2288 Phone – 314-588-2289 Fax

AUTHORIZATION

WHEREAS, _____, (hereinafter alternately referred to as “Member” or “retired Member”) and _____ (hereafter referred to as “Former Spouse”) were married on _____ and a Judgement and Decree of the _____ Court (herein referred to as “Court”) was entered on _____, dissolving their marriage;

WHEREAS, the Member had been employed during the course of the marriage as a St. Louis City Fireman and accrued and accumulated retirement and other benefits through participation in The Firemen's Retirement System of St. Louis (hereinafter referred to in the aggregate as “Retirement Benefits”);

WHEREAS, the Member acknowledges that a portion of the Member’s Retirement Benefits accrued and was accumulated during the marriage and constitutes marital property subject to division;

WHEREAS, pursuant to a properly executed Separation Agreement and Judgement of Dissolution of Marriage, the Member and the Former Spouse agreed, and the Court entered as a Judgement, a division of the Member’s accrued Retirement Benefits:

WHEREAS, Member agrees to direct that a portion of his Retirement Benefits that are payable to him now or in the future by The Firemen’s Retirement System of St. Louis shall be withheld and paid directly to the Former Spouse, as provided in the Judgement of Dissolution of Marriage;

WHEREAS, Member states that the Marital Portion of Member’s Retirement Benefits shall be determined by the following calculation:

Retirement Benefits (monthly or otherwise) x Months Creditable Service during Member's marriage to Former Spouse
Total months of Members Creditable Service

NOW, THEREFORE, the Member does hereby irrevocably authorize, assign and consent to the following:

1. This Authorization directs the Firemen's Retirement System of St. Louis (hereinafter referred to as "Firemen's Retirement System") to withhold from the Member's Retirement Benefits which would otherwise be paid directly to him and to pay directly to the Former Spouse the following:

A. Lump Sum Retirement Benefits. An amount equal to _____ percent of the Marital Portion of any Retirement Benefits paid to Member in a lump sum, after first reducing said lump sum amount by all tax withholdings.

B. Monthly Retirement Benefits. An amount equal to _____ percent of the Marital Portion of any Retirement Benefits paid monthly to Member, after reducing said monthly amount by all tax withholdings.

2. The Former Spouse shall not receive any payments pursuant to this Authorization except from sums withheld from Retirement Benefits which would otherwise actually be paid to the retired Member. The retired Member shall receive a form 1099 for all taxable benefits paid hereunder, including sums withheld and paid to the Former Spouse, and shall be responsible for payment of all federal and state taxes due as a result of such payments.

3. Upon the death of the Member, this Authorization shall expire and be of no further force or effect, and the Former Spouse's right to payments of any sums from a retired Member's Retirement Benefits, as herein above provided, shall immediately cease.

4. In no event shall this Authorization impose upon The Firemen's Retirement System the requirement to pay to the former Spouse any amount that The Firemen's Retirement System would not otherwise have to pay to the Member.

5. In the event that The Firemen's Retirement System fails to withhold any benefits which are assigned to the Former Spouse pursuant to the terms of this Authorization, the retired

Member shall pay such benefit amount directly to the Former Spouse within ten (10) days of receipt. The Firemen's Retirement System shall have no liability to the Former Spouse for its failure to withhold or pay any benefits to said Former Spouse pursuant to the terms of this Authorization.

6. The Member shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Authorization, or that could diminish or extinguish the rights and entitlements of the Former Spouse as set forth herein. Notwithstanding anything contained herein, the terms of the Agreement can be modified in writing and upon the express written consent of the Member, the Former Spouse, and The Firemen's Retirement System.

7. This Authorization relates to the provision of marital property rights for the Former Spouse as a result of the judgment and decree of Dissolution of Marriage, between the Member and the Former Spouse, entered by the Circuit Court of _____ on _____.

8. The name, last known address, social security number, and date of birth of the member is:

Name:
Address:
Social Security #
Date of Birth:

9. The name, last known address, social security number of the Former Spouse is:

Name:
Address:
Social Security Number:
Date of Birth:

The Member and the Former Spouse shall notify The Firemen's Retirement System in writing, of any known changes in his or her mailing address subsequent to the execution of this Authorization.

10. This Authorization is directed to The Firemen's Retirement System. If not prohibited under any successor plan to The Firemen's Retirement System, then said successor plan which assumes liability for provision of the Member's Retirement Benefits, shall be subject to the terms of this Authorization. Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect the Former Spouse's rights as stipulated under this Authorization.

11. All correspondence should be sent to:

Firemen's Retirement System of St. Louis
ATTN: John Brewer
1601 South Broadway
St. Louis, MO 63104

12. RELEASE: The undersigned Member, for good and valid consideration the receipt of which is hereby acknowledge by the Member, does individually and on behalf of his heirs, executors, administrators, and successors release and forever discharge The Firemen's Retirement System of St. Louis, its employees, its Trustees, and their successors, assigns, associates, heirs, executors, and administrators from any and every claim, demand, right, or cause of action of whatever kind or nature relating to, regarding, or in any way arising out of The Firemen's Retirement System's division, distribution, assignment, payment or other actions taken pursuant to this Authorization with regard to the Member's retirement benefits. The Member releases all liability arising out of said incidents including, but not limited to, all liability for contribution and indemnity, and further acknowledges that liability is denied by the Firemen's Retirement System.

It is covenanted and agreed by the Member and the Former Spouse that this release and Authorization is not to be construed as an admission of liability on the part of said Firemen's Retirement System; and that this release and Authorization shall not be used by said Member or anyone on his behalf as a defense or estoppel in any action which is now pending or may hereafter be brought.

No promise, agreement, statement, or representation not herein expressed has been made to or relied upon by the Member in this release and this Authorization and release contains the

entire agreement between the Member and The Firemen's Retirement System as to the matter herein.

13. This Authorization shall be honored by The Firemen's Retirement System only if executive by both the Member, and the Former Spouse and the Firemen's Retirement System.

SO AUTHORIZED:

Member Signature

Member Printed Name

Date

Former Spouse Signature

Former Spouse Printed Name

Date

The Firemen's Retirement System of St. Louis

Signature

Printed Name and Title

Date

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