



# Authorization to Pay 80% Retirement Allowance

## AGREEMENT

***This Agreement is being made on [date] \_\_\_\_\_, 20\_\_\_\_, between [member's name] \_\_\_\_\_ and the Alameda County Employees' Retirement Association ("ACERA").***

Please Review and initial in the box:

I filed an application for retirement with ACERA on [date] \_\_\_\_\_, and I completed counseling with ACERA Benefits Department Staff concerning my application for retirement on [date] \_\_\_\_\_.

ACERA has informed me that I may be eligible to receive a monthly payment of up to 80% of the unmodified retirement allowance during the period between my effective retirement date and final calculation of my retirement allowance upon receipt of a complete retirement application. I understand that:

- *If ACERA determines I am eligible to receive a monthly payment of up to 80% of the unmodified retirement allowance, this payment will continue until I return my signed retirement option contract. ACERA will continue to process my application for retirement during this period.*
- *ACERA is under no obligation to pay up to 80% of the unmodified retirement allowance; these monthly payments are made to eligible ACERA members as a courtesy.*
- *ACERA will only pay 50% of the unmodified retirement allowance if I have a pending divorce (or terminated domestic partner) occurred during my ACERA membership. I must submit final judgment (all pages) for legal review. ACERA will not process 100% payment without conclusion of ACERA's legal department review. Final judgments do not need to be submitted if divorce was prior to your date of entry with ACERA.*

## DECLARATIONS

**Please Review, Initial, and Sign to execute this agreement:**

• *I hereby request that ACERA make a determination of my eligibility to receive a monthly payment of up to 80% of the unmodified retirement allowance.*

• *If ACERA finds me eligible to receive a monthly payment of up to 80% of the unmodified retirement allowance, I hereby agree to accept this payment which will be a partial payment of my ultimate retirement allowance.*

- I understand that ACERA may contact my Employer prior to my retirement date to review any health coverage issues or payroll issues.

- I understand that in the event money is due to ACERA because of missed contributions, underpayments, or age adjustment, an 80% will not be processed until payment to ACERA is received.

- I understand that if my retirement option contract includes election of Option 2 or Option 4, prior payment to me of 80% of the unmodified retirement allowance may mean I received an overpayment of my retirement benefits. I hereby agree that if I receive an overpayment of my retirement allowance because of my selection of Option 2 or 4, as described herein, ACERA is authorized to reduce the monthly retirement allowance paid to me to recover the overpayment made plus interest, if applicable, until the overpayment is repaid in full.

I enter into this agreement on this \_\_\_\_\_ Day of \_\_\_\_\_ of 20\_\_\_\_.

SIGNATURES

Member Signature: \_\_\_\_\_ Member Name: \_\_\_\_\_  
(Print)