DISTRICT COURT OF _____, STATE OF _____

Case No. _____, Courtroom/Division _____

DOMESTIC RELATIONS ORDER FOR THE EL PASO COUNTY RETIREMENT PLAN

In re the Marriage of:

_____, Petitioner,

and

_____, Respondent.

The Court has jurisdiction over both parties to this Order.

The Court has reviewed the written agreement, signed by both parties, that has been entered into by them pursuant to C.R.S. Section 14-10-113(6) (the Agreement). The Agreement is attached to and incorporated into this Order.

After review, the Court finds that the parties have entered into this Agreement freely, voluntarily, knowingly, and intelligently and that this Agreement is reasonable and not unconscionable.

DATED: _____ BY THE COURT:

_____
District Court Judge

Case No. _____

AGREEMENT FOR DOMESTIC RELATIONS ORDER
PURSUANT TO C.R.S. SECTION 14-10-113(6)

CONCERNING THE EL PASO COUNTY RETIREMENT PLAN*

THIS AGREEMENT is entered into freely, voluntarily, knowingly, and intelligently by and between _____ (the Member) in the El Paso County Retirement Plan (the Plan), and _____ (the Alternate Payee), the Member's spouse or former spouse, to divide the Member's interest in the Plan by using a domestic relations order (DRO) in accordance with C.R.S. Section 14-10-113(6).

The Member and the Alternate Payee are the parties in an action for dissolution of marriage, legal separation, or declaration of invalidity of marriage in Civil Action No. _____, District Court, County of _____, State of _____(the Action), filed on _____.

The El Paso County Board of Retirement (the Board), 2880 International Circle, Suite N030, Colorado Springs, CO 80910, operates the Plan in accordance with C.R.S. Sections 24-54-101 *et. seq*., and the Plan document.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the sufficiency of which are hereby acknowledged, the parties irrevocably agree as follows:

THE PARTIES ARE AS FOLLOWS:

THE MEMBER	**THE ALTERNATE PAYEE**
_____	_____
Full Legal Name (Last, First, MI)	Full Legal Name (Last, First, MI)
_____	_____
Social Security Number	Social Security Number
_____	_____
Mailing Address (Street)	Mailing Address (Street)
_____	_____
Mailing Address (City, State, ZIP Code)	Mailing Address (City, State, ZIP Code)
_____	_____
Date of Birth (Mo/Day/Yr)	Date of Birth (Mo/Day/Yr)

*This form of agreement for domestic relations order must be used by checking the appropriate boxes and completing the appropriate blank spaces and without changing any of the language, as authorized by C.R.S. Section 14-10-113(6)(d).

THE PARTIES AGREE TO PAYMENT TO THE ALTERNATE PAYEE AS FOLLOWS:

Any payment to the Alternate Payee shall be in the same form (lump-sum refund or monthly benefit) selected by the Member and shall be made no earlier than when payment to the Member has commenced. The amount paid to the Alternate Payee shall not exceed the amount payable to the Member and shall not provide for any payment to the Alternate Payee for which the Alternate Payee would not be eligible in the absence of this proceeding. The amount payable to the Alternate Payee shall be determined by the Plan as follows:

Complete Part I if the Member is currently receiving monthly retirement benefits

OR

Complete Part II if the Member is an active employee or inactive Member (not currently receiving benefits)

PART I
MEMBER IS CURRENTLY RECEIVING BENEFITS

A. Method of division of Member's future benefit *(select and complete item (1), (2), or (3))*

☐ (1) **Fixed percentage of each monthly payment to be paid to Alternate Payee:** _____% (*whole number only*) (C.R.S. § 14-10-113(6)(c)(III)(A))

☐ (2) **Fixed dollar amount of each monthly payment paid to Alternate Payee:** $_____ (C.R.S. § 14-10-113(6)(c)(III)(B))

☐ (3) **Time Rule Formula:**
Months of service credit acquired during marriage (___) divided by total months of service credit (___) on the date of the Member's retirement, multiplied by ___% (*whole number only*) equals Alternate Payee's share. The percentage will apply to each monthly benefit payment. (C.R.S. § 14-10-113(6)(c)(III)(C))

B. Death of Member *(complete items (1) through (3), as applicable)*

(1) If the Member selected a single life benefit, is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of any unpaid amount of the Member's accumulated contributions as provided in Article VIII or Article IX of the Plan, as applicable, if the Alternate Payee survives the Member?
☐Yes ☐No

(2) If the Member selected a joint and survivor benefit or a single life benefit with 10 years certain at retirement, is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of the survivor benefit or remaining monthly benefits, as applicable, if the Alternate Payee survives the Member?
☐Yes ☐No

(3) Is the Alternate Payee designated as the Member's beneficiary for purposes of the $3,000 death benefit if the Alternate Payee survives the Member?
☐Yes ☐No

PART II
MEMBER IS AN ACTIVE EMPLOYEE OR INACTIVE PLAN MEMBER
(not yet receiving retirement benefits)

A. Method of division of Member's future benefit (*select and complete item (1), (2), or (3))*

☐ **(1) Fixed percentage:** *(consistent with II.B below, complete (a) or (b) with whole numbers only)* (C.R.S. § 14-10-113(6)(c)(III)(A))

(a) _____% of the lump sum refund if the Member selects a lump sum refund of accumulated contributions

(b) _____% of each monthly payment if the Member selects a monthly benefit

☐ **(2) Fixed dollar amount:** *(select and complete item (a) or (b))* (C.R.S. § 14-10-113(6)(c)(III)(B))

(a) $ _____ of the lump sum refund if the Member selects a lump sum refund of accumulated contributions

(b) $_____ of each monthly payment if the Member selects a monthly benefit

For a refund, the fixed lump sum dollar amount above shall be increased to include interest, using the same interest rate as applied to the Member's accumulated contributions from the date of the certified court order approving this Agreement, to the date of the refund. For a monthly benefit, the fixed monthly dollar amount above shall be the amount of each payment to the Alternate Payee.

☐ **(3) Time Rule Formula:**

Months of service credit acquired during marriage (___) divided by total months of service credit on the date of the Member's retirement multiplied by ___% (*whole number only*) equals Alternate Payee's share. The percentage will apply to a lump sum refund of accumulated contributions if the Member selects a lump sum refund or, if the Member selects a monthly benefit, to each monthly benefit payment. (C.R.S. § 14-10-113(6)(c)(III)(C))

☐ **(4) Date of Decree Formula:**

Months of service credit acquired during marriage (___) divided by total months of service credit (___) on the date of the decree, multiplied by ___% (*whole number only*) equals Alternate Payee's share. The percentage will apply to a lump sum refund of accumulated contributions if the Member selects a lump sum refund or, if the Member selects a monthly benefit, to each monthly benefit payment. (C.R.S. § 14-10-113(6)(c)(III)(D))

B. Form of Benefit Payment

The Option to be selected by the Member at retirement shall be: (*choose only one*)

- ☐ Lump Sum Refund
- ☐ Single Life Benefit
- ☐ Single Life Benefit with 10-Year Period Certain
- ☐ 50% Joint and Survivor Benefit

- ☐ 50% Joint and Survivor Benefit with Pop-up
- ☐ 100% Joint and Survivor Benefit
- ☐ 100% Joint and Survivor Benefit with Pop-up
- ☐ To be chosen at the time of retirement

C. Death of Member (*complete items (1) through (4), as applicable*)

(1) If the Member selects a single life benefit, is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of any unpaid amount of the Member's accumulated contributions as provided in Article VIII or Article IX of the Plan, as applicable, if the Alternate Payee survives the Member.
☐ Yes ☐ No

(2) If the Member selects a joint and survivor benefit or a single life benefit with 10 years certain, is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of the survivor benefit or remaining monthly benefits, as applicable, if the Alternate Payee survives the Member?
☐ Yes ☐ No

(3) Is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of the $3,000 death benefit if the Alternate Payee survives the Member?
☐ Yes ☐ No

(4) If the Member dies before commencing his retirement benefits, is the Alternate Payee designated as the Member's surviving spouse or beneficiary for purposes of Article IX of the Plan, if the Alternate Payee survives the Member?
☐ Yes ☐ No

PART III
DEATH OF ALTERNATE PAYEE

When the Alternate Payee dies, no benefit will be payable to anyone with respect to the individual's status as Alternate Payee. If the Alternate Payee dies before the Member, the amount awarded to the Alternate Payee will revert to the Member. Adjustments to any benefit being paid to the Member will be determined by the form of payment selected by the Member.

PART IV
THE PARTIES' AGREEMENT AND CONDITIONS TO PAYMENTS

The parties understand and agree as conditions to any payment by the Plan to the following:

A. Any payment to the Alternate Payee shall not exceed the actual amount payable to the Member under the Plan (based upon the Member's selection of a refund or monthly benefit).

B. No payment shall be made to the Alternate Payee unless and until (1) the Plan receives this

Agreement before the 90th day following entry of the decree and the permanent orders regarding property distribution in a proceeding for dissolution of marriage, legal separation, or declaration of invalidity of marriage, and determines that it complies with the Plan document and any statutes and rules governing the Plan and DROs; (2) the court enters the Agreement and DRO before the 90th day following entry of the decree and the permanent orders regarding property distribution in a proceeding for dissolution of marriage, legal separation, or declaration of invalidity of marriage; (3) the clerk of the court has certified the court's DRO approving this Agreement; (4) within 90 days after entry of the Agreement and DRO, the Plan receives certified copies of such DRO and Agreement; (5) the Plan receives certified copies of the DRO and Agreement at least 30 days before the Plan is to make the first payment pursuant to the DRO and Agreement; (6) the Plan has received all required applications, forms, and information from both the Member and the Alternate Payee; and (6) payment to the Member has begun.

C. After the death of the Member, whether any subsequent payment is made, and to whom, shall be governed solely by the provisions of the DRO and Articles VIII and IX of the Plan. Only in the event that the Alternate Payee is designated as the Member's surviving spouse under this Agreement or the Member's beneficiary under the Plan shall any payment be made to the Alternate Payee after the Member's death.

D. No payment shall be made to the Alternate Payee, based on such designation under the DRO, after the death of the Alternate Payee. After the death of the Alternate Payee, no beneficiary, heir, estate or other claimant of the Alternate Payee shall receive any payment from the Plan due to the DRO.

E. This Agreement does not require any payment to the Member or Alternate Payee by the Plan:

(1) in any form or type not otherwise permitted under the Plan,
(2) of any benefit, benefit amount, or distribution option not otherwise permitted under the Plan,
(3) of any amount for which the Alternate Payee or the Member would not otherwise be eligible in the absence of this Agreement, or
(4) of any amount required to be paid for an assignment or lien or to a different alternate payee.

F. After any involuntary termination of the Member's monthly benefit, no payment shall be made to the Alternate Payee unless and until payment to the Member resumes.

G. Benefit adjustments to the Alternate Payee shall be payable at the same time and in the same manner as any benefit adjustments applied to the Member's distribution.

H. This Agreement applies to any successor plan to this Plan. Any reference to the law applies to any corresponding provision, as subsequently amended or enacted. Any payment pursuant to this Agreement shall be made based upon the law in effect at the time of payment.

I. This Agreement may only be modified or changed prospectively by the parties. Neither party shall seek to modify or change this Agreement on a retroactive basis through appeal or otherwise.

J. Each party confirms that such party has read and understands this Agreement, as well as all of the instructions provided by the Plan with the form used for this Agreement. Each party confirms that such party has sought all legal, tax, and other advice from such party's own advisors. Each party acknowledges that the Plan, its trustees, the El Paso County Board of Retirement and its employees neither can, nor have, given any advice to such party. Each party acknowledges that such party is solely responsible for all of his or her tax and other consequences as a result of this Agreement.

K. No later than 30 days after applying for a refund or monthly benefit under this Plan, the Member shall notify the Alternate Payee in writing of such application at the Alternate Payee's last known address.

L. Both the Member and the Alternate Payee shall complete satisfactorily and provide to the Plan all appropriate forms before any payment shall be made to the Member or Alternate Payee, respectively.

M. Each party authorizes the El Paso County Board of Retirement and its employees to share one party's information with the other party to the extent that the Plan, it is sole discretion, determines that it would be either necessary or helpful in carrying out this Agreement.

N. The parties understand that if the Alternate Payee is not designated as the Member's surviving spouse under this Agreement, the Alternate Payee must be designated as the Member's beneficiary in accordance with the terms of the Plan to receive any death benefits under the Plan.

[SIGNATURE PAGE FOLLOWS]

Case No. _____

The foregoing Agreement for Domestic Relations Order was signed this _____ day of _____, 20___.

_____
Petitioner

Subscribed and sworn to before me this _____ day of _____, 20___, by _____, Petitioner.

My Commission Expires: _____

_____
Notary Public

The foregoing Agreement for Domestic Relations Order was signed this _____ day of _____, 20___.

_____
Respondent

Subscribed and sworn to before me this _____ day of _____, 20___, by _____, Respondent.

My Commission Expires: _____

_____
Notary Public

APPROVED BY:

_____ _____
Retirement Plan Executive Director or Plan Representative — Date