

DISTRICT COURT, _____ COUNTY, COLORADO Court Address:	
In Re the Marriage of: _____, Petitioner, And _____, Respondent.	▲ COURT USE ONLY ▲
<i>Attorney for Petitioner:</i> <i>Attorney for Respondent:</i>	Case Number: Division: Ctrm:
AGREEMENT FOR THE DIVISION OF FPPA PENSION BENEFITS	

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between _____ (the "Member") and _____, (the "Alternate Payee") for the purpose of dividing the pension benefits of the Member as follows:

WITNESSETH:

WHEREAS, the parties to this Agreement are currently parties in an action for dissolution of marriage, legal separation or declaration of invalidity of marriage; and

WHEREAS, the Member is a member of the **Statewide Hybrid Plan** (the "Hybrid Plan"), the **Statewide Death and Disability Plan** (the "Death & Disability Plan"), and/or the

Money Purchase Plan (the “MP Plan”) established pursuant to Colorado law and administered by the Fire and Police Pension Association (“FPPA”) collectively called the Plans; and

WHEREAS, the parties are desirous of entering into this Agreement pursuant to Colo. Rev. Stat. § 14-10-113(6)(c)(I) and (II), as amended, which Agreement shall be binding upon both parties and shall divide retirement benefits under the Plans as set forth hereinafter; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

PARTIES

1. The Member:

(a) Name (as shown on retirement plan documents):

(b) Mailing Address (P.O. Box or Street, City, State, Zip Code):

(c) Social Security Number: _____

(d) Date of Birth: _____

(e) Place of Birth: _____

2. The Alternate Payee:

(a) Name (as shown on retirement plan documents):

(b) Mailing Address (P.O. Box or Street, City, State, Zip Code):

(c) Social Security Number: _____

(d) Relationship to Member: _____

(e) Date of Birth: _____

(f) Place of Birth: _____

**BENEFIT DISTRIBUTION
HYBRID PLAN DEFINED BENEFIT COMPONENT**

Benefits under the Defined Benefit component of the Hybrid Plan are to be divided in this section as follows:

(1) Normal, Early, Deferred or Vested Retirement: The Alternate Payee shall receive the following amount of the Member's monthly Defined Benefit payment under the applicable type of retirement. (*Insert "n/a" in each blank if the parties do not wish to divide this benefit.*)

(1.1) For Members who have commenced receipt of pension benefits or who have entered the Deferred Retirement Option Plan ("DROP") prior to the execution of this Agreement:

The Alternate Payee shall receive the flat dollar amount of
\$ _____ per month.

(1.2) For all other Members (Select (a), (b) or (c). Option (d) may also be elected if (a) or (c) is elected.):

(a) _____ % of the monthly benefit

OR

(b) \$ _____ per month

OR

(c) The Alternate Payee's share shall be determined by dividing the number of months of service credit acquired under the plan during the marriage (_____ months), by the number of months of service credit in the plan at the time of the Member's entry into DROP or separation from service as determined by the plan, which quotient shall be multiplied by _____ %, and the product of which shall be further multiplied by the amount of the payment to the Member at the date of separation from service.

The initial monthly Defined Benefit payment to the Alternate Payee shall be derived by applying the instructions in *one* of the four options above. The amount will reflect all subsequent annual Cost Of Living Adjustments (COLAs) after the initial payment.

The parties understand and agree that the Defined Benefit Plan will make payments to the Alternate Payee when payments commence to the Member. The Alternate Payee will not receive benefit payments if the benefit payments to the Member cease, except as provided under the Severed Option, or if the Member dies before benefit payments commence.

AND

(d) Check this box if the following Severed Option is elected:

The Severed Option is only available if the Alternate Payee receives a benefit distribution and: 1) if the formula or the percentage option, in paragraph (1.2)(a) or (1.2)(c) above, is selected in dividing the monthly Defined Benefit payments and 2) if selected prior to the commencement of benefit payments and participation in DROP.

Defined Benefit Severed Option: At the earlier of the date the Member enters DROP OR the date the Member separates from service and commences receiving a benefit distribution, the Alternate Payee’s portion of the benefit: 1) shall be severed from the Member’s benefit, 2) shall be adjusted based on actuarial factors such as the Alternate Payee’s life expectancy, and 3) the actuarial equivalent amount shall be paid over the lifetime of the Alternate Payee. The Alternate Payee’s payment shall terminate upon the death of the Alternate Payee. The Alternate Payee’s payment shall not revert to the Member, the Member’s survivor, dependent(s), or estate upon the death of the Alternate Payee.

In the event that the Defined Benefit Severed Option is elected and the Member subsequently enters DROP, a separate DROP account shall be established for the Alternate Payee and the Alternate Payee’s severed portion of the defined benefit shall be deposited in the Alternate Payee’s DROP account. The Alternate Payee shall self-direct the investment of the Alternate Payee’s DROP account. The Alternate Payee shall not take a distribution from the DROP account until the Member has separated from service.

(2) **Member Contributions:** In the event that the Member terminates employment and elects a refund of Member Contributions in lieu of a monthly retirement benefit, the Alternate Payee shall receive the following amount of the Member’s Contribution account balance including any applicable interest payable on the balance, paid as a lump sum distribution. [Note: If the Member is Vested, the Member may leave the Member Contributions in the Plan and qualify for a monthly benefit payment upon reaching Normal retirement age. Division of a monthly benefit shall be according to the instructions in paragraph (1) above.] *(Insert “n/a” in each blank if the parties do not wish to divide this benefit.)*

(a) _____ % OR (b) \$ _____

OR

- (c) The Alternate Payee's share shall be determined by dividing the number of months of service credit acquired under the plan during the marriage (_____ months), by the number of months of service credit in the plan at the time of the Member's separation from service as determined by the plan, which quotient shall be multiplied by _____%, and the product of which shall be further multiplied by the amount of the Member contributions plus interest at the date of separation from service.

The parties understand and agree that the Member Contributions benefit payment to the Alternate Payee will be derived by applying the instructions in one of the three options above when payment is made to the Member within 120 days of separation from service. Note: If a refund of the Member Contributions is taken, the Member's Separate Retirement Account is forfeited.

- (3) **Deferred Retirement Option Plan ("DROP")**: In the event that the Member elects to participate in the Deferred Retirement Option Plan ("DROP"), the Alternate Payee shall receive the following amount of the Member's DROP benefit in an account in the Alternate Payee's name when the Member separates from service. (*Insert "n/a" if the parties do not wish to divide this benefit.*)

- (a) If the parties have not elected the Severed Option in paragraph (1)(d) above, the Alternate Payee is awarded \$ _____ from the Member's DROP account as of _____ [*insert date if it is known or "date Member separates from service" if the date is not known*], combined with any pro rata earnings or losses on said amount from said date through the date of distribution into the Alternate Payee's account.

OR

- (b) If the parties have not elected the Severed Option in paragraph (1)(d) above, the Alternate Payee is awarded _____ % from the Member's DROP account as of _____ [*insert date if it is known or "date Member separates from service" if the date is not known*], combined with any pro rata earnings or losses on the calculated amount from said date through the date of distribution into the Alternate Payee's account.

OR

- (c) **IF THE DIVISION OF PROPERTY IS COMPLETED PRIOR TO THE MEMBER ENTERING DROP, THE FOLLOWING OPTION MAY BE SELECTED:** The Alternate Payee's share shall be determined pursuant to paragraph (1.2) above.

The parties understand and agree that distribution from the DROP account to the Alternate Payee shall be derived by applying the instructions in one of the three options above and may commence on or approximately 90 days after the date the Member separates from service depending on which option is applied.

**BENEFIT DISTRIBUTION
HYBRID PLAN MONEY PURCHASE COMPONENT**

Check this box if this plan does not apply.

Benefits under the MP Component of the Hybrid Plan are to be divided as follows:

(1) Money Purchase Account: The Alternate Payee will receive the following amount of the Member's account in an account in the Alternate Payee's name: *(Insert "n/a" in each blank if the Member has a 457 account, but the parties do not wish to divide this benefit.)*

(a) The Alternate Payee is awarded \$_____ from the Member's account balance as of _____, _____ *[insert date]* combined with any pro rata earnings or losses on said amount from said date through the date of distribution to the Alternate Payee's Account.

OR

(b) The Alternate Payee is awarded _____ % of the Member's account balance as of _____, _____ *[insert date]* combined with any pro rata earnings or losses on the calculated amount from said date through the date of distribution to the Alternate Payee's Account.

The parties understand and agree that payment from the Money Purchase Component to the Alternate Payee shall be derived by applying the instructions in one of the two options above within one hundred twenty (120) days after FPPA receives a certified Court Order approving this Agreement and application for payment has been made by the Alternate Payee.

**BENEFIT DISTRIBUTION
STATEWIDE DEATH & DISABILITY PLAN**

Benefits under the Disability component of the Statewide Death & Disability Plan are to be divided as provided in this section:

(1) Disability Retirement: The Alternate Payee shall receive the following amount of the Member's monthly benefit as noted. *(Insert "n/a" in each blank if parties do not wish to divide this benefit.)*

(1.1) If Member is already receiving disability payments:

The Alternate Payee shall receive the flat dollar amount of
\$ _____ per month

(1.2) For all other Members (Select (a), (b) or (c). Option (d) may also be elected if (a) or (c) is elected.):

(a) _____ % of the monthly benefit

OR

(b) \$ _____ per month

OR

(c) The Alternate Payee's share shall be determined by dividing the number of months of service credit acquired under the plan during the marriage (____ months), by the number of months of service credit in the plan at the time of the Member's separation from service as determined by the plan, which quotient shall be multiplied by ____ %, and the product of which shall be further multiplied by the amount of the payment to the Member at the date of separation from service.

The initial monthly Disability Retirement benefit payment to the Alternate Payee shall be derived by applying the instructions in one of the four options above. This amount will be increased to reflect all subsequent annual Cost Of Living Adjustments (COLAs) after the initial payment.

The parties understand and agree that the Disability portion of the Statewide Death & Disability Plan will make payments to the Alternate Payee when payments commence to the Member. The Alternate Payee will not receive benefit payments if the benefit payments to the Member cease, unless the Severed Option is selected below, or if the Member dies before benefit payments commence.

AND

(d) Check this box if the following Severed Option is elected:

This Severed Option is only available if the Alternate Payee receives a benefit distribution from the Disability component of the Death & Disability Plan, and: 1) if a formula or percentage, in paragraph (1.2)(a) or (1.2)(c) above, is selected in dividing the monthly Disability benefit payments and 2) if selected prior to the commencement of Disability benefit payments.

Disability Retirement Severed Option: At the time the Member separates from service and commences receiving a Disability benefit distribution from the Death & Disability Plan, the Alternate Payee’s portion: 1) shall be severed from the Member’s benefit, 2) shall be adjusted based on actuarial factors such as the Alternate Payee’s life expectancy, and 3) the actuarial equivalent amount shall be paid over the lifetime of the Alternate Payee. The Alternate Payee’s portion shall terminate upon the death of the Alternate Payee. The Alternate Payee’s portion shall not revert to the Member, the Member’s survivor, dependent(s), or the Member’s estate upon the death of the Alternate Payee.

This DRO will not provide for the distribution of Death Benefits. Please refer to FPPA’s web site at www.fppaco.org for an explanation of these benefits.

**BENEFIT DISTRIBUTION
SECTION 457 DEFERRED COMPENSATION PLAN**

Check this box if this plan does not apply.

Benefits under the 457 Plan are to be divided as provided in this section:

(1) 457 Plan: The Alternate Payee will receive the following amount of the Member’s account in an account in the Alternate Payee’s name. (*Insert “n/a” in each blank if the Member has a 457 account, but the parties do not wish to divide this benefit.*)

(a) The Alternate Payee is awarded \$ _____ from the Member's account balance as of _____, _____ [insert date] combined with any pro rata earnings or losses on said amount from said date through the date of distribution to the Alternate Payee’s Account.

OR

(b) The Alternate Payee is awarded _____ % of the Member's account balance as of _____, _____ [insert date] combined with

any pro rata earnings or losses on the calculated amount from said date through the date of distribution to the Alternate Payee's Account.

The parties understand and agree that payment from the 457 Plan to the Alternate Payee shall be derived by applying the instructions in one of the two options above within one hundred twenty (120) days after FPPA receives the original Certified Court Order approving this Agreement and application for payment has been made by the Alternate Payee.

CONDITIONS OF PLAN PAYMENT

1. The parties understand and agree that the Plan(s) are not obligated to provide to the Alternate Payee any type or form of benefit or any option not otherwise available to the Member or for which the Member is not eligible or has not properly and timely applied as required by the Plan.
2. The parties understand and agree that the Alternate Payee's ongoing right to payments will terminate upon the involuntary termination of benefits (i.e. death) payable to the Member or upon the death of the Alternate Payee, whichever occurs first except those benefits paid under the Defined Benefit Severed Option or Disability Retirement Severed Option benefit elections.
3. The parties understand and agree that this Agreement will not affect payments that are currently required to be paid to another Alternate Payee or which may already be subject to a statutory assignment or lien. A Member may have more than one DRO or multiple DROs.
4. The parties understand and agree that if a final property division Court Order concerning the parties' public employee retirement benefits has been previously entered, this Agreement (concerning the same parties) when Court Ordered is submitted to replace that Agreement and will be considered to supersede that Agreement. Other Agreements with other parties that have been Court Ordered are not affected.
5. The parties understand and agree that actual payment of any amounts under this Agreement shall be provided with a defined percentage, dollar amount, or formula permissible under the Plan and as determined by FPPA.
6. The parties understand and agree that FPPA's DRO forms must be used without modification as authorized by Colo. Rev. Stat. § 14-10-113(6), as amended, FPPA Board approved and in compliance with FPPA Rule 706.03. It is recommended that the DRO first be approved by FPPA before it is submitted to the Court. It must be approved and accepted by FPPA prior to being implemented by FPPA.
7. The parties understand and agree that the approved, executed, and accepted Agreement shall be submitted to the Court with the Court Order by the parties for approval as part of the Permanent Orders regarding property distribution. The original Certified Court stamped copy of

the Order and Agreement must be submitted by the parties to FPPA within ninety (90) days of the date of the Order and at least 30 days before it is to become effective.

8. The parties understand and agree that the Court may not modify, alter or change this Agreement. The Court may retain jurisdiction to supervise the implementation of this Agreement. Agreements modified, altered and/or changed by the Court are subject to FPPA approval before acceptance and implementation.

9. The parties affirm that the decree of dissolution of marriage, legal separation, or declaration of invalidity of marriage was entered on *[insert date]* _____, _____.

SIGNATURES OF PARTIES

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Member

Subscribed and sworn to before me in the (City and) County of _____, State of _____, this ____ day of _____, _____, by the **Member**.

Notary Public

Commission expiration

SEAL

Alternate Payee

Subscribed and sworn to before me in the (City and) County of _____, State of _____, this ____ day of _____, _____, by the **Alternate Payee**.

Notary Public

Commission expiration

SEAL

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for Member

Attorney for Alternate Payee