

DISTRICT COURT, _____ COUNTY, STATE OF COLORADO Court Address:	▲ COURT USE ONLY ▲
In Re the Marriage of: PETITIONER: and CO-PETITIONER/ RESPONDENT:	
ATTORNEYS FOR PETITIONER: ATTORNEYS FOR CO-PETITIONER/RESPONDENT:	
AGREEMENT FOR THE DIVISION OF PENSION BENEFITS	

Case No.: _____

Div: _____ Ctrm: _____

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 Death and Disability Plan** (the “Death & Disability Plan”), **Statewide Money Purchase Plan** and/or the **Section 457 Deferred Compensation Plan** (the “457 Plan”) established pursuant to Colorado law and administered by the Fire and Police Pension Association (“FPPA”) and any successor plans, 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
STATEWIDE DEATH & DISABILITY PLAN**

Benefits under the Disability component of the Statewide Death & Disability Plan are to be divided as provided in this section. Disability benefits paid after a divorce but prior to retirement eligibility are not generally considered marital property under Colorado Law. Disability benefits paid in lieu of a retirement benefit may be considered marital property subject to division under a domestic relations order under Colorado law.

(1) Disability Retirement: The Alternate Payee shall receive the following amount of the Member's monthly benefit. *(Select and complete only one option:*

	(a) The Alternate Payee shall receive this flat dollar amount per month upon the Member reaching age 55.	\$
	(b) The Alternate Payee shall receive this percentage of the monthly benefit upon the Member reaching age 55.	%
	(c) Check here if the parties elect not to divide the Disability Retirement benefit.	

This amount will be increased to reflect all subsequent annual Cost Of Living Adjustments (COLAs) after the initial payment.

The Alternate Payee will not receive benefit payments if the benefit payments to the Member cease. If the Member subsequently elects to terminate the Disability benefit and receive an alternative pension benefit, the Alternate Payee shall receive an equivalent share of the alternative pension benefit based on the methodology agreed upon herein.

(2) Separate Retirement Account (the "SRA"):

	(a) Check this box if the member does not have an SRA administered by FPPA.	
	(b) The Alternate Payee shall receive _____% of the Member's SRA as of the date of the Domestic Relations Order for the Division of Pension Benefits ("Order") combined with any pro rata earnings and losses on the SRA from the date of the Order through the Date of Division. An account for the Alternate Payee shall be created with the Alternate Payee's balance approximately 90 days but not later than 120 days. The Alternate Payee will not receive a distribution of the SRA if the Member dies before the Date of Division.	
	(c) The parties elect not to divide the SRA account.	

This DRO does 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
STATEWIDE MONEY PURCHASE PLAN ADMINISTERED BY FPPA

Benefits under the Statewide Money Purchase Plan are to be divided as provided as follows (*Select and complete only one option.*):

Money Purchase Account:

	(a) Check this box if the member does not have a Money Purchase account administered by FPPA.	
	(b) The Alternate Payee is awarded this flat dollar amount from the Member's account balance as of _____ [<i>insert date - mm/dd/yyyy</i>], 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.	\$
	(c) The Alternate Payee is awarded this percentage of the Member's account balance as of _____ [<i>insert date - mm/dd/yyyy</i>], 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.	%
	(d) Check here if the parties elect not to divide the Money Purchase account administered by FPPA.	

The parties understand and agree that payment from the Money Purchase Plan to the Alternate Payee shall be derived by applying the instructions in one of the options above within approximately ninety (90) days but not later than 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.

See Section 457 Deferred Compensation Plan on the next page

BENEFIT DISTRIBUTION
SECTION 457 DEFERRED COMPENSATION PLAN ADMINISTERED BY FPPA

Benefits under the 457 Plan are to be divided as provided in this section. The Alternate Payee will receive the following amount of the Member's account in an account in the Alternate Payee's name (*Select and complete only one option*):

457 Plan:

	(a) Check this box if the member does not have a 457 Plan account administered by FPPA.	
	(b) The Alternate Payee is awarded this flat dollar amount from the Member's account balance as of _____ [<i>insert date - mm/dd/yyyy</i>], 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.	\$
	(c) The Alternate Payee is awarded this percentage of the Member's account balance as of _____ [<i>insert date - mm/dd/yyyy</i>] 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.	%
	(d) Check here if the parties elect not to divide the 457 Plan account administered by FPPA.	

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 options above within approximately ninety (90) days but not later than 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.

See Conditions of Plan Payment on the next page

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.
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