



Agreement For Domestic Relations Order

This Agreement is made and entered into by and between _____, ("Participant"), a Participant in the Public Employees' Retirement Association of Colorado ("PERA"), and _____, the spouse of the Participant ("Alternate Payee") to use a Domestic Relations Order ("DRO") for a PERA benefit plan in accordance with C.R.S. § 14-10-113(6).

The Participant and Alternate Payee are parties in an action for dissolution of marriage, legal separation or declaration of invalidity of marriage, in Case No. _____, District Court of _____ County, State of _____ (the "Case").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, as well as the entire division of all marital property, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PERA BENEFIT PLANS COVERED BY THIS AGREEMENT

[check all that apply]

- PERA Defined Benefit Plan (Section 3A or 3B)
- PERA Defined Contribution Plan (Section 4)
- PERA 457 Plan (Section 5)
- PERA 401(k) Plan (Section 6)
- Modification of Prior DRO (attach copy of DRO to be modified and complete only the sections below that apply)

2. CURRENT STATUS OF THE PERA PARTICIPANT

[check only one]

- PERA Retiree
- PERA Member

3. PAYMENT TO THE ALTERNATE PAYEE UNDER THE PERA DEFINED BENEFIT PLAN (Complete Section 3A for a Retiree OR Section 3B for a Member.)

A. PERA RETIREE

- (1) Method of Division of Monthly PERA Benefit
[check only one and fill in blank]

- Percentage of Monthly Dollar Amount _____ %
- Fixed Monthly Dollar Amount \$_____

- (2) Changing or Deleting Cobeneficiary
[check only one]

If the Alternate Payee was named as the Participant's cobeneficiary at the time of retirement, the Participant is allowed to change or delete the cobeneficiary.
 Yes Not Applicable

(if the answer is "Yes," PERA must be provided with the required information to change the cobeneficiary)

B. PERA MEMBER

(1) Method of Division of Future PERA Benefit
[check only one and fill in blank(s)]

Percentage: _____ %

Fixed Dollar Amounts
(complete both blanks below)

Lump-Sum Dollar Amount:
\$ _____

Monthly Dollar Amount:
\$ _____

Time Rule Formula
(complete both blanks below)

Months of PERA service credit
acquired during marriage _____

Agreed upon percentage _____ %

Date of Decree Formula
(complete both blanks below)

Months of PERA service credit
acquired during marriage _____

Agreed upon percentage _____ %

Other Method or Formula
*Attach Description of Alternative Method
or Formula*

(2) Alternate Retirement Age

When the Participant reaches age 65, or the age of _____ (must be a whole number higher than 65) and no payment is being made to the Participant by the PERA Plan, then the Alternate Payee may begin to receive a monthly payment from the PERA Defined Benefit Plan, even though no payment is being made to the Participant by PERA. **Upon retirement, the Participant's monthly benefit will be reduced actuarially to reflect these payments to the Alternate Payee.**

**4. PAYMENT TO THE ALTERNATE PAYEE
UNDER THE PERA DEFINED CONTRIBUTION PLAN:**

(1) Method of Division
[check only one]

Fixed Dollar Amount:
\$ _____

Percentage: _____ %

Valuation Date: _____

**5. PAYMENT TO THE ALTERNATE PAYEE
UNDER THE PERA 457 PLAN:**

(1) Method of Division
[check only one]

Fixed Dollar Amount:
\$ _____

Percentage: _____%

Valuation Date: _____

**6. PAYMENT TO THE ALTERNATE PAYEE
UNDER THE PERA 401 (k) PLAN:**

(1) Method of Division
[check only one]

Fixed Dollar Amount:
\$ _____

Percentage: _____%

Valuation Date: _____

7. AGREEMENT AND UNDERTAKING OF THE PARTIES:

- (1) No payment shall be made to the Alternate Payee until PERA determines that the DRO is valid with respect to PERA and all applicable statutes, and PERA Rules and procedures have been followed, including completion of all required PERA forms by the parties.
- (2) Payment shall be made to the Participant or the Alternate Payee only as required by law and in accordance with PERA Rules and procedures.
- (3) The Alternate Payee's rights to receive any payment under this Agreement terminate upon the involuntary termination by PERA of benefits payable to the Participant or upon the death of the Alternate Payee, whichever occurs first, unless the parties elect a PERA benefit option under the PERA Plan that provides for a cobeneficiary benefit to the Alternate Payee.
- (4) This Agreement shall remain in effect and apply to any successor plan to the PERA Plan.
- (5) Within thirty (30) days after applying for a lump-sum refund or a monthly benefit under a PERA Plan, the Participant shall notify the Alternate Payee in writing of such application at the Alternate Payee's last-known address.
- (6) The parties hereby authorize PERA, its employees and agents to release financial information to the other party that may be deemed confidential according to C.R.S. § 24-51-213(1) where it is necessary or helpful in PERA's sole discretion, in carrying out this Agreement. The parties further release and discharge PERA from any liability therefor.
- (7) Each party confirms that he or she has read and understands this Agreement, as well as the Instructions for Completion of a Valid PERA DRO and the PERA Benefits and Divorce brochure provided by PERA.
- (8) Each party acknowledges that he or she is solely responsible for all of his or her legal, tax and other consequences which occur as a result of this Agreement and has sought all the legal, tax and other advice from such party's own advisors, which have not included PERA or any of its trustees, employees or agents.
- (9) This Agreement constitutes the entire agreement of the parties concerning the PERA Plan(s) and supersedes any and all other prior and contemporaneous oral and written agreements concerning the division of the Participant's interest in the PERA Plan(s).

IN WITNESS WHEREOF, the parties have voluntarily signed this Agreement on the date as set out below.

PARTICIPANT

ALTERNATE PAYEE

Name (Last, First, MI)	Name (Last, First, MI)
Social Security Number	Social Security Number
Address	Address
City, State, ZIP Code	City, State, ZIP Code
Date of Birth	Date of Birth
Signature	Signature
Date	Date

NOTARY PUBLIC CERTIFICATION

NOTARY PUBLIC CERTIFICATION

<p>State of _____ , County of _____ , Acknowledged before me this _____ day of _____ , 20____ by the Participant herein.</p> <p>_____ Notary Public</p> <p>My commission expires _____.</p>	<p>State of _____ , County of _____ , Acknowledged before me this _____ day of _____ , 20____ by the Alternate Payee herein.</p> <p>_____ Notary Public</p> <p>My commission expires _____.</p>
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APPROVED AS TO FORM

APPROVED AS TO FORM

Attorney Signature	Attorney Signature
Date	Date
Attorney Name (Last, First, MI)	Attorney Name (Last, First, MI)
Address	Address
City, State, ZIP	City, State, ZIP