

**DOMESTIC RELATIONS ORDER  
FOR THE EL PASO COUNTY RETIREMENT PLAN  
RULES AND PROCEDURES**

**2880 INTERNATIONAL CIR. #N030  
COLORADO SPRINGS, CO 80910  
(719) 520-7490**

**OVERVIEW**

A public employee's retirement benefit constitutes marital property that is taken into account when property is divided in a marital dissolution in Colorado. Colorado law permits the division of public employee retirement benefits to be made by a domestic relations order ("DRO") for: i) actions filed on or after January 1, 1997; and ii) actions filed prior to January 1, 1997 if the court did not enter a final property division order concerning the public employee retirement benefits prior to January 1, 1997.

For a participant's benefit under the El Paso County Retirement Plan (the "Plan") to be divided and paid to a spouse or former spouse, both of the parties to the dissolution must enter into a written agreement ("Agreement") to divide a participant's benefit and the court must enter the DRO based on that Agreement. The Plan is a "defined benefit plan," and any Agreement and/or DRO must: i) comply with Colorado's legal and statutory requirements, specifically including C.R.S. Section 14-10-113(6); ii) the requirements of the Plan; iii) these rules and procedures; and iv) any other laws, rules, and procedures applicable to DROs assigning benefits under the Plan.

Please note that the Plan will report payments to alternate payees to the Internal Revenue Service. The amount paid to the alternate payee will be reported in the name of the alternate payee, not the Plan Member. If after-tax contributions were made to the Plan, cost-recovery of such contributions is pro-rated between the alternate payee and the Plan Member. Each individual should seek his or her own advice on the tax consequences of any payments received.

If you have questions regarding the procedures and provisions of a valid Agreement or DRO, call the Plan office at (719) 520-7490. However, note that the Plan, its Trustees, the El Paso County Board of Retirement and its employees cannot provide legal advice to the parties or their attorneys.

**You are responsible for reviewing and complying with C.R.S. Section 14-10-113(6), the requirements of the Plan, these rules and procedures, and any other laws, rules, and procedures applicable to an Agreement and DRO assigning benefits under the Plan.**

## GENERAL RULES

1. Pursuant to C.R.S. § 14-10-113(6)(d), the standardized agreement and domestic relations order forms provided by the Plan must be used by the parties and the court for the Agreement and DRO. No changes or alterations to the standardized forms are permitted. The standardized forms must be executed voluntarily by both parties and properly completed to be valid.
2. **The parties must submit the Agreement to the Plan before the 90<sup>th</sup> 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.** Failure to submit the Agreement to the Plan as required by this paragraph will render the Agreement and/or DRO invalid.
3. **The court must enter the Agreement and DRO before the 90<sup>th</sup> 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.** Failure by the court to enter the Agreement and DRO as required by this paragraph will render the Agreement and/or DRO invalid.
4. **The parties must submit certified copies of the Agreement and DRO to the Plan, and the Plan must receive such certified copies, within 90 days after entry of the Agreement and DRO.** Failure by the parties to submit such certified copies as required by this paragraph will render the Agreement and/or DRO invalid.
5. In addition to the requirements of #4, the **certified copies of the Agreement and DRO must be received by the Plan at least 30 days prior to the date the Plan shall make its first payment pursuant to the DRO.** Notwithstanding submission of the Agreement pursuant to #2 above or entry by the court of the Agreement and DRO pursuant to #3 above, the Plan may not pay an alternate payee unless the Plan receives the certified copies of the Agreement and DRO.
6. A valid, existing DRO may be modified only by written agreement of the parties to the DRO and approved by the court. The standardized forms provided by the Plan must be used by the parties to modify a DRO. Certified copies of the agreement and modified DRO must be received by the Plan at least 30 days prior to the date the Plan shall make its first payment pursuant to the modified DRO.
7. The Agreement and DRO must specify the distribution method to the participant and alternate payee.
8. The DRO cannot require payment of any benefit, benefit amount, or distribution option for which the participant is not otherwise eligible under the terms of the Plan (e.g., cannot provide for payment to the alternate payee prior to the date the participant commences benefits or attains age 65 or actual retirement date, whichever is earlier).

9. The DRO cannot require the Plan to pay any amount already required to be paid to another alternate payee or already subject to an assignment or a lien.
10. If payment to a member ceases or is suspended for any reason, all payments to the alternate payee under the DRO will stop as well. If a suspension ends, the alternate payee's payments will recommence along with the member's payments.
11. Ad-hoc annual increases after monthly payments start will be applied proportionally to the payment to the alternate payee.

### **FORM COMPLETION INSTRUCTIONS**

1. Complete all applicable blanks on the form. Failure to complete the form in its entirety could result in an invalid Agreement and/or DRO.
2. Do not change or modify the forms in any way.
3. Ensure that a notary has certified the signatures of the member and alternate payee.

**IMPORTANT NOTE:** Receipt of the certified DRO is not the “application” for payment. Each party to the DRO must “apply” to the Plan before payment can commence. The alternate payee is responsible for providing a current address and completing any required forms for commencement of benefits from the Plan.