

DOMESTIC RELATIONS ORDER AGREEMENT

This Agreement is made and entered into by and between _____ (“Member”), a member in the Denver Employees Retirement Plan (“Plan”), and _____, Spouse of the Member (“Former Spouse”) to use a Domestic Relations Order (“DRO”) for a Plan benefit in accordance with Section 18-418 of the Revised Municipal Code of the City and County of Denver.

The Member and Former Spouse are parties in an action for dissolution of marriage, legal separation, or declaration of invalidity of marriage, in Case Number _____, District Court, County of _____, 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 marital property, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Plan benefits covered by this Agreement is the: *(please check **ONE** box)*
 - Defined Benefit Plan
 - Deferred Retirement Option Plan (DROP or DROP II)
 - Defined Benefit Plan **and** the Deferred Retirement Option Plan (DROP or DROP II)
 - Modification of a prior DRO *(Attach a copy of the DRO to be modified and complete only the sections that apply.)*
2. The current state of the Member is: *(please check **ONE** box)*
 - Active or Deferred Member
 - Retired Member
3. Payment as an annuity to the Former Spouse under the Plan’s defined benefit plan shall be: *(please check **ONE** box)*
 - A percentage of the monthly retirement benefit earned during the period of marriage, to be paid from the retirement benefit option chosen by the Member at retirement.
_____ % *(whole number only)*
 - An exact amount of the monthly retirement benefit earned during the period of marriage.
\$ _____ *(whole number only)*
4. Payment in a lump-sum to the Former Spouse under the Plan’s Deferred Retirement Option Plan (DROP or DROP II) shall be: *(please check **ONE** box)*
 - A percentage of the DROP / DROP II account earned during the period of marriage.
_____ % *(whole number only)*
 - An exact amount of the DROP / DROP II account earned during the period of marriage.
\$ _____ *(whole number only)*

5. AGREEMENT AND UNDERTAKING OF THE PARTIES:

- (1) No payment shall be made to the Former Spouse until the member retires and the Plan determines that the DRO is valid with respect to the Plan and all applicable sections of the Revised Municipal Code of the City and County of Denver, and the Plan's rules and procedures have been followed, including completion of all required Plan forms by the parties.
- (2) Payment shall be made to the Member or the Former Spouse only as required by law and in accordance with the Plan's rules and procedures.
- (3) The Former Spouse's right to receive payment under this Agreement terminates upon the involuntary termination by the Plan of benefits payable to the Member or upon the death of the Former Spouse or the death of the Member after retirement, whichever occurs first. However, the Former Spouse's payment shall be actuarially reduced and continue after the Member's death after retirement if the Former Spouse elects an extended payment option at the time the Former Spouse completes and application for the DRO payment. If the Member dies before retirement, the payment to the Former Spouse shall begin when the Member would have reached the age for normal retirement, only if a benefit is payable at that time.
- (4) This Agreement shall remain in effect and apply to any successor plan to the Plan.
- (5) Within thirty days after the Member has applied for a monthly retirement benefit under the Plan or the Plan first learns of the Member's death, the Plan shall notify the Former Spouse in writing of such event at the Former Spouse's last-known address.
- (6) The parties hereby authorize the Plan, its employees and agents to release financial information to the other party that may be deemed confidential where it is necessary or helpful, in the Plan's sole discretion, in carrying out this Agreement. The parties further release and discharge the Plan from any liability therefore.
- (7) Each party confirms that he or she has read and understands this Agreement, as well as the Plan's instructions for completion of a valid DRO, and the DRO brochure provided by the Plan.
- (8) Each party acknowledges that he or she is solely responsible for all of his or her legal, tax, and other consequences which occur or may occur as a result of this Agreement and has sought all legal, tax, and other advice from such party's own advisors, which have not included the Plan or any of its trustees, employees or agents.
- (9) This Agreement constitutes the entire agreement of the parties concerning the Plan's defined benefit plan and, if applicable, DROP or DROP II.

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

MEMBER

Printed Name: _____

Mailing Address: _____

City, State, Zip code: _____

Signature: _____

This signature must be notarized.

State of _____)

City of _____) ss.

County of _____)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20 ____ .

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

FORMER SPOUSE

Printed Name: _____

Mailing Address: _____

City, State, Zip code: _____

Signature: _____

This signature must be notarized.

State of _____)

City of _____) ss.

County of _____)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20 ____ .

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

APPROVED AS TO FORM: *(If represented in action by legal counsel)*

MEMBER Attorney Signature: _____

Date: _____

Attorney Printed Name: _____

Attorney Firm: _____

Address: _____

City, State, Zip code: _____

APPROVED AS TO FORM: *(If represented in action by legal counsel)*

FORMER SPOUSE Attorney Signature: _____

Date: _____

Attorney Printed Name: _____

Attorney Firm: _____

Address: _____

City, State, Zip code: _____