

**Adams County Retirement Plan
Domestic Relations Orders Procedures**

Purpose

This brief summary will provide information to Members, spouses, and partners in a civil union (and their attorneys) who may be considering a domestic relations order ("DRO").

Retirement Plan Background

The Adams County Retirement Plan ("Retirement Plan") is a defined benefit pension plan under the Internal Revenue Code ("Code").

Generally, for a Member hired in covered employment with Adams County or the Rangeview Library District (the "Library District") before January 1, 2010, the retirement benefit offered under the Retirement Plan is a monthly amount comprised of two parts: the Component A Benefit and the Component B Benefit. The formula for the Component A Benefit is 2.5% of the Member's average monthly compensation multiplied by the Member's years of full-time employment prior to January 1, 2014. The Member's average monthly compensation is equal to the Member's regular compensation during either: (i) the 36 highest-paid consecutive calendar months (if the Member was hired in covered employment before January 1, 2005), or (ii) the 60 highest-paid consecutive calendar months (if the Member was hired in covered employment on or after January 1, 2005), within the last 120 completed calendar months of employment. The formula for the Component B Benefit is 2% (or 1.75% if the Member has no credited service on or after July 1, 2025) of the Member's career compensation earned on or after January 1, 2014 divided by 12.

Generally, the retirement benefit offered under the Retirement Plan for a Member hired in covered employment with Adams County or the Library District on or after January 1, 2010 is a monthly amount equal to 2% (or 1.75% if the Member has no credited service on or after July 1, 2025) of the Member's career compensation divided by 12.

The monthly amount of the retirement benefit under the Retirement Plan may not be greater than 80% of the Member's average monthly compensation during any consecutive 12-month period in which the Member receives the highest average monthly compensation.

The basic form of retirement benefit under the Retirement Plan for a Member hired prior to January 1, 2010 is a monthly benefit payable for the Member's lifetime, with a guarantee that the monthly payments will be made for at least 120 months after retirement. The basic form of retirement benefit under the Retirement Plan for a Member hired on or after January 1, 2010 is a monthly benefit payable for the Member's lifetime. Other payment options are available to the Member at retirement; however, certain payment options require written consent of the Member's spouse.

The monthly retirement benefit is *not* based on the amount of the contributions made to the Retirement Plan by the Member over his/her career or those made by the employer (Adams County or the Library District).

DRO Procedures
May 2026

Under the Retirement Plan, the monthly retirement benefit is payable when the Member reaches age 65 and retires. Under certain conditions, the Member may request payment of the monthly retirement benefit earlier than age 65, provided the Member has terminated his or her employment. Survivor benefits may be available upon the Member's death.

More details on the Retirement Plan can be obtained from the Member's Retirement Plan booklet, which summarizes the Retirement Plan, or from the Retirement Plan legal documents.

DRO Procedures

The legal requirements for a valid DRO are very technical. In addition to the legal requirements, you must also comply with rules or procedures established by the Retirement Plan Executive Director before the Retirement Plan will honor the DRO and pay any benefit to the Alternate Payee.

Colorado divorce law permits a Member and an "Alternate Payee" (which must be the Member's spouse, former spouse, partner in a civil union, or former partner in a civil union) to sign an agreement to allow the Retirement Plan to pay some or all of a Member's retirement benefit to the Alternate Payee.

The standardized DRO form provided by the Retirement Plan Executive Director is required to be used for all domestic relations orders pertaining to the Retirement Plan, pursuant to Colorado Revised Statutes Section 14-10-113(6)(d). It is highly recommended that a copy of the written agreement be provided to the Retirement Plan Executive Director before it is approved by the court.

Note that Section 3 of the standardized DRO form contains two (2) versions of Paragraph C. The first version of Paragraph C should be used in cases where the Member is not yet retired. The second version of Paragraph C should be used in cases where the Member is retired and receiving retirement benefit payments.

Colorado Revised Statutes Section 14-10-113(6)(c)(I) states that a copy of the written agreement concerning the division of a public employee retirement benefit MUST be provided to the Retirement Plan Executive Director within 90 days after entry of the decree and permanent orders regarding property distribution in a proceeding for divorce, legal separation, dissolution of a civil union, or declaration of invalidity of marriage. In the event that the date of entry of the decree for dissolution of marriage, legal separation, dissolution of a civil union, or declaration of invalidity of marriage differs from the date of entry of the permanent orders regarding property distribution, a copy of the final written agreement (after it is approved and certified by the court) MUST be provided to the Retirement Plan Executive Director within 90 days after the later of entry of the decree or entry of the permanent orders regarding property distribution. The effective date of entry of the decree or of the permanent orders is the actual date of signing by the Court of the decree and/or the permanent orders regarding property distribution.

The Retirement Plan Executive Director will review the agreement each time it is provided and notify the parties as to whether the agreement (after it is approved and certified by the court) will be honored by the Retirement Plan.

The signed agreement must be submitted to, and approved by, the court before it can be considered a valid DRO. After approval by the court, a certified copy of the DRO MUST be submitted to, and received by, the Retirement Plan Executive Director at least 30 days before the Retirement Plan can make its first payment in accordance with the provisions of the DRO. The Retirement Plan Executive Director will review the court-certified DRO to ensure it will be honored by the Retirement Plan.

A valid DRO cannot provide for payments to be made to the Alternate Payee: (i) prior to the date the Member actually retires or, if earlier, age 65, except that for an Alternate Payee who does not meet the definition of an alternate payee under Code Section 414(p), the payment(s) shall not commence to such Alternate Payee until the payment(s) commences to the Member; or (ii) in an amount greater than the amount the Member is entitled to receive under the Retirement Plan.

Generally, the Alternate Payee's payments under a valid DRO will cease upon the death of either the Member or the Alternate Payee, whichever occurs first. The Member and Alternate Payee may agree in the DRO that the Member will elect a form of payment that would allow benefits to continue to the Alternate Payee, as a beneficiary or cobeneficiary, after the Member dies. In this situation, the person who was the Alternate Payee prior to the Member's death would be called a cobeneficiary upon the Member's death. However, if the Member is remarried, the new spouse must consent to this provision. In addition, if the Member is remarried and dies before beginning to receive payments, the new spouse will usually have greater rights to the Member's survivor benefits than the Alternate Payee.

In the Event You Cease This Action

In the event you decide not to proceed with a divorce, legal separation, dissolution of a civil union, or declaration of invalidity of marriage, or not to divide retirement benefits, you must notify the Retirement Office as soon as possible. You will need to provide a copy of the decree so stating and any exhibits, if appropriate.

If you do not provide this information, the Adams County Retirement Board will consider this matter open until such time as the matter can officially be closed. If you subsequently terminate your employment with Adams County or the Rangeview Library District, the payment of your refund of contributions or monthly pension benefit (whichever is applicable) could be delayed if the Retirement Office does not have information that you did not proceed with a divorce, legal separation, dissolution of a civil union or declaration of invalidity of marriage, or that you decided not to divide retirement benefits.

Glossary of Terms

Following are definitions you might find useful:

Alternate Payee is the spouse, former spouse, partner in a civil union, or former partner in a civil union of the retirement plan member in a divorce, separation, dissolution of a civil union or declaration of invalidity of marriage action who is to receive, is receiving, or has received all or a portion of the member's retirement benefit under a DRO.

Defined benefit pension plan is a retirement plan that usually provides a monthly retirement benefit based on a formula that considers several factors including an individual's length of service, compensation, and age at the time of retirement.

Domestic Relations Order (DRO) is a property division order under Colorado law which approves a written agreement between a member and a spouse, former spouse, partner in a civil union, or former partner in a civil union for payment of some or all of a member's retirement benefit directly by a retirement plan to such spouse, former spouse, partner in a civil union, or former partner in a civil union.

Member is any person who is an active, inactive or retired member of the retirement plan.

Summary

The Retirement Plan Executive Director has the authority to take any and all actions with respect to domestic relations orders including, but not limited to, the power to interpret and construe the intent of any domestic relations order.

**THE ADAMS COUNTY BOARD OF RETIREMENT AND THE BOARD'S
STAFF CANNOT PROVIDE YOU WITH LEGAL ADVICE.
IF YOU ARE CONSIDERING A DRO, YOU SHOULD OBTAIN LEGAL COUNSEL.**

AUTHORIZATION TO RELEASE PENSION INFORMATION

To: Retirement Plan Executive Director
4430 South Adams County Parkway
Suite C3406
Brighton, CO 80601-8202
Phone No. (720) 523-6167 Fax (720) 523-6322
Website www.acretirement.org

From: _____ Last 4 digits of SSN: _____
(Member's Name)

Re: Adams County Retirement Plan ("Retirement Plan")

This authorizes you to furnish and release the information described below to the following company(ies), organization(s), or individual(s) ("information recipient(s)"):

Name: _____ Phone Number: _____
Street/Mailing Address: _____
City/State/Zip Code: _____

Name: _____ Phone Number: _____
Street/Mailing Address: _____
City/State/Zip Code: _____

Name: _____ Phone Number: _____
Street/Mailing Address: _____
City/State/Zip Code: _____

Name: _____ Phone Number: _____
Street/Mailing Address: _____
City/State/Zip Code: _____

You may release to the above information recipient(s) any information and records requested regarding my participation in the Retirement Plan including, but not limited to, the following:

- (1) a copy of the Retirement Plan and summary plan description;
- (2) confirmation of contributions made by me into the retirement fund;
- (3) names of my beneficiaries;
- (4) information with respect to any existing assignment or income assignment for child support purposes, writ of garnishment that is the result of a judgment taken for arrearages for child support or for child support debt, and/or domestic relations order relating to my retirement benefit, if applicable; and

- (5) information as to the amount of monthly retirement benefit I have accrued under the Retirement Plan, forms of payment available, and survivor benefits in the event of my death.

I understand that the actual information to be released will be determined at the sole discretion of the Retirement Plan Executive Director and nothing in this Authorization requires the Retirement Plan Executive Director to furnish any information that the Retirement Plan Executive Director determines to be inappropriate. Furthermore, I understand that any benefit information furnished will be based on data then reasonably available to the Retirement Plan Executive Director. I also understand that, unless revoked, this Authorization will remain valid as long as I am entitled to a benefit under the Retirement Plan. I may revoke this Authorization by submitting a written revocation to the Retirement Plan Executive Director.

Copies of all written information released shall also be provided to me. Photocopies of this authorization are to be given the same effect as the original.

(Member's Signature)

(Date)

State of _____

County of _____

The foregoing authorization to release pension information was acknowledged before me on

_____, 20_____

by _____.

(Notary's official signature)

(Title of Office)

(Commission Expiration)

(Notary Stamp)

**ADVANCE CHECKLIST FOR DRO DRAFTER TO
DETERMINE IF PROPOSED DRO WILL BE HONORED
BY THE RETIREMENT PLAN**

FOR THE ADAMS COUNTY RETIREMENT PLAN (the "Retirement Plan")

- | | | Yes | No |
|----|---|--------------------------|--------------------------|
| 1. | Does the proposed DRO specify the name, social security number and last-known mailing address of the Member? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Does the proposed DRO (1) specify the name, social security number, and last-known mailing address of the Alternate Payee, and (2) indicate whether the Alternate Payee is the Member's spouse, former spouse, partner in a civil union, or former partner in a civil union? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Does the proposed DRO specify the full legal name of the plan to which the proposed DRO relates? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Does the proposed DRO clearly specify the time-rule formula distributed method determined by dividing the number of months of service credit acquired under the Retirement Plan during the marriage, as set forth in the court's order, by the number of months of service credit in the Retirement Plan at the time of the Member's retirement, as determined by the Retirement Plan, which quotient shall be multiplied by a percentage specified in the court's order, and the product thereof shall be further multiplied by the amount of the payment to the Member at the date of retirement? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Does the proposed DRO clearly state that the distribution method is subject to benefit adjustments payable at the same time and in the same manner as any benefit adjustments applied to the Member's distribution? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | If another DRO, an assignment, or a lien, already exists with respect to the Member's retirement benefit, will payments to the Alternate Payee under the proposed DRO neither conflict with the previous DRO, assignment or lien, nor cause the Retirement Plan to pay benefits in excess of 100% of the benefit to which the Member would otherwise be entitled if there were no dissolution of marriage, legal separation or declaration of invalidity of marriage action? | <input type="checkbox"/> | <input type="checkbox"/> |

7. Does the proposed DRO clearly state or show that:
- a) the type or form of benefit payment required by the proposed DRO is permissible under the Retirement Plan; and
 - b) it does not provide for the payment of benefits to the Alternate Payee or to the Member for which he or she would not otherwise be eligible if there were no dissolution of marriage, legal separation, dissolution of a civil union, or declaration of invalidity of marriage action?
 - c) the benefit to the Alternate Payee cannot exceed 100% of the benefit to which the Member would otherwise be entitled if there were no dissolution of marriage, legal separation, dissolution of a civil union, or declaration of invalidity of marriage action?
 - d) no payment will be made to the Alternate Payee until the Retirement Plan Executive Director determines that it complies with the statutes and rules governing DROs and the Retirement Plan, the provisions of the Retirement Plan, and the rules or procedures established by the Retirement Plan Executive Director?
8. Does the proposed DRO clearly require that payments to the Alternate Payee:
- a) begin on the date that the Member commences receipt of benefits under the Retirement Plan; or the date the Member attains age 65, if earlier, and the Alternate Payee meets the definition of an alternate payee under Internal Revenue Code Section 414(p). Alternatively, the proposed DRO (pursuant to the parties' written agreement) may provide for payments to commence at a date later than the date the Member attains age 65, except in situations where the Alternate Payee is a partner in a former civil union and does not meet the definition of an alternate payee under Internal Revenue Code Section 414(p), in which case the payment shall commence when paid to the Member; and
 - b) shall terminate upon (i) the involuntary termination of benefits payable to the Member (i.e., the death of the Member) or (ii) the death of the Alternate Payee, whichever occurs first, unless the parties have already elected, or have agreed to elect, a benefit option under the Retirement Plan that provides for a cobeneficiary benefit to the Alternate

Payee? [Note that under the terms of the Retirement Plan, the Member's subsequent spouse (if any) must consent to such cobeneficiary benefit.]

9. Does the proposed DRO clearly state that it shall apply to any successor plans?

10. Does the proposed DRO clearly specify that, once approved by the court, the order approving the proposed DRO must be certified by the clerk of the court and submitted to, and received by, the Retirement Plan at least thirty (30) days before the Retirement Plan may make its first payment?

11. Note that the proposed DRO must be submitted to the Retirement Plan Executive Director within ninety (90) days after the later of entry of the decree or entry of the permanent orders regarding property distribution in proceeding for dissolution of marriage, legal separation, dissolution of a civil union, or declaration of invalidity of marriage. The effective date of the entry of the decree or entry of the permanent orders regarding property distribution is the actual date of signing by the Court of the decree and/or permanent orders. Will the proposed DRO meet this deadline?

Note: A Participant must submit a copy of the proposed DRO (before it is certified by the court) for review to determine if the court-certified DRO will be honored by the Retirement Plan.

SAMPLE

<p>DISTRICT COURT, _____ COUNTY, COLORADO</p> <p>Court Address:</p> <p>In re: the Marriage of:</p> <p>Petitioner: _____,</p> <p>v.</p> <p>Respondent: _____,</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Attorney: _____, # _____</p> <p>Firm Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>	<p>Case No.</p> <p>Ctrm.</p>
<p>DOMESTIC RELATIONS ORDER</p>	

1. THE PARTIES ARE AS FOLLOWS:

THE MEMBER

THE ALTERNATE PAYEE

Name (Last, First, MI)

Name (Last, First, MI)

Social Security Number

Social Security Number

Mailing Address

Mailing Address

Mailing Address

Mailing Address

Date of Birth (Mo/Day/Yr)

Date of Birth (Mo/Day/Yr)

The Alternate Payee's relationship to the Member is _____.

2. THE PARTIES AGREE TO PAYMENT TO THE ALTERNATE PAYEE AS FOLLOWS:

The amount paid to an Alternate Payee from the Adams County Retirement Plan (the "Retirement Plan") shall be paid only when, and if, the Retirement Plan pays the Member. Any payment to an Alternate Payee shall be in the same form (i.e., one-time refund or monthly retirement benefit) as the form selected by the Member and shall not exceed 100% of the benefit which would have been payable to the Member from the Retirement Plan but for this Agreement.

A. The amount to be paid to the Alternate Payee from the Retirement Plan (and deducted from the Member's benefit) shall be determined as follows:

By a time-rule formula determined by dividing the number of months of service credit acquired under the Retirement Plan during the marriage or civil union, from _____, _____, to _____, _____, by the number of months of service credit in such Retirement Plan at the time of the Member's retirement, as determined by the Retirement Plan Executive Director, which quotient shall be multiplied by _____ percent (____%), and the product thereof further multiplied by the amount of payment due the Member at the date of retirement, subject, if the Retirement Plan permits, to benefit adjustments (including, but not limited to, adjustments for early commencement and/or an optional form of payment elected by the Member) payable at the same time and in the same manner as any benefit adjustments applied to the Member's distribution.

B. No payment shall be made to the Alternate Payee by the Retirement Plan unless and until: (1) the Retirement Plan Executive Director has reviewed this Agreement and determined that it complies with: (a) the statutes and rules governing domestic relations orders and the Retirement Plan, (b) the provisions of the Retirement Plan and (c) the rules or procedures of the Retirement Plan Executive Director; (2) the Retirement Plan Executive Director has received all required applications, forms, and information from both the Member and the Alternate Payee; (3) the Parties have submitted to the Retirement Plan Executive Director, and the Retirement Plan Executive Director has received, the certified, valid Court Order approving this Agreement; and (4) payments have commenced to the Member.

C. Upon approval of this Agreement by the Court, the Court Order approving the Agreement shall be certified by the Clerk of the Court and submitted to and received by the Retirement Plan Executive Director at least thirty (30) days before the Retirement Plan may make its first payment to the Alternate Payee.

3. THE PARTIES UNDERSTAND AND AGREE TO THE FOLLOWING:

A. The Parties shall submit this written Agreement to the Retirement Plan Executive Director within ninety (90) days after the later of entry of the decree or entry of the permanent orders regarding property distribution in a proceeding for dissolution of marriage or civil union, legal separation, or declaration of invalidity of marriage or civil union. The effective date of the entry of the decree or entry of the permanent orders

regarding property distribution is the actual date of signing by the Court of the decree and/or permanent orders.

B. If the Member dies before the Retirement Plan Executive Director receives a certified, valid Court Order approving this Agreement and before all other requirements have been satisfied, an Alternate Payee shall not be entitled to any benefits under Paragraph 2.A. of this Agreement. Under such circumstances, the Retirement Plan shall pay the beneficiary, as defined in the Retirement Plan.

C. After the death of the Alternate Payee, no payment shall be made to the Alternate Payee, based on such designation, and no beneficiary, heir, estate or other claimant of the Alternate Payee shall receive any payment from the Retirement Plan. The Alternate Payee's rights to payments terminate upon the involuntary termination of benefits payable to the Member or upon the death of the Alternate Payee, whichever occurs first, unless the Parties have elected a benefit option under the Retirement Plan that provides for a cobeneficiary benefit to the Alternate Payee, pursuant to C.R.S. Section 14-10-113(6)(c)(II)(G).

D. This Agreement does not require any payment to the Member or Alternate Payee by the Retirement Plan:

- (1) in any form or type not otherwise permitted under the Retirement Plan;
- (2) of any benefit, benefit amount, or distribution option not otherwise permitted under the Retirement Plan;
- (3) of any amount for which the Alternate Payee or the Member would not otherwise be eligible if there were no dissolution of marriage or civil union, legal separation, or declaration of invalidity action pending;
- (4) of any amount required to be paid to a different Alternate Payee, or as otherwise permitted by C.R.S. Section 24-54-111;
- (5) prior to the Member's actual retirement date; or
- (6) of any benefits that are already subject to an assignment or lien.

E. The Member's after-tax contributions, if any, shall be apportioned pro rata between the Member and the Alternate Payee who is a spouse or former spouse, based on the amount of benefit each Party receives.

F. This Agreement applies to any successor plans to the Retirement Plan. Any reference to the law or the Retirement Plan applies to any corresponding provision, as subsequently amended or enacted. Any payment pursuant to this Agreement shall be made based upon the law and the Retirement Plan in effect at the time of payment.

G. This Agreement may only be modified or changed at any subsequent time for any reason by both of the Parties' written agreement to the modification. A court may retain jurisdiction to supervise the implementation of the order dividing the retirement benefits.

H. Each Party confirms that such Party has read and understands this Agreement. Each Party confirms that such Party has sought all legal, tax, and other advice from such Party's own advisors. Each Party acknowledges that members of the Adams County Board of Retirement, agents of the Adams County Board of Retirement, the Retirement Plan's trustees, the Retirement Plan Executive Director, and the employers participating in the Retirement Plan (including their respective employees) cannot give, and have not given, any advice to such Party. Each Party acknowledges that such Party is solely responsible for all of his or her tax and other consequences as a result of this Agreement.

I. Both the Member and the Alternate Payee shall complete satisfactorily and provide to the Retirement Plan Executive Director on a timely basis all appropriate forms, documents, and information before any payment can be made to the Alternate Payee.

J. Each Party releases and discharges the Retirement Plan, its trustees, the Adams County Board of Retirement (and its agents), the Retirement Plan Executive Director, the employers under the Retirement Plan and all of their respective employees so that the Retirement Plan may share one Party's information with the other Party and/or the other Party's agent to the extent that the Retirement Plan Executive Director, in his or her sole discretion, determines that it would be either necessary or helpful in carrying out the terms of this Agreement.

K. This Agreement constitutes the entire agreement of the Parties concerning the Retirement Plan and distributions thereunder, and supersedes any and all other prior and contemporaneous oral and written agreements concerning the Parties' division of the Member's interest in the Retirement Plan.

AGREED:

Member

State of _____

County of _____

Subscribed and Sworn to before me on _____, 20____

by _____

(Notary's official signature)

(Title of Office)

(Commission Expiration)

(Notary Stamp)

AGREED:

Alternate Payee

State of _____

County of _____

Subscribed and Sworn to before me on _____, 20____

by _____

(Notary's official signature)

(Title of Office)

(Commission Expiration)

(Notary Stamp)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ATTORNEY FOR PETITIONER

ATTORNEY FOR RESPONDENT

Done and signed this _____ day of _____ 20__.

By the Court,

District Court Judge/Magistrate