



El Paso Firemen & Policemen's Pension Fund



EL PASO
FIREMEN AND POLICEMEN'S
PENSION FUND

MODEL QUALIFIED DOMESTIC RELATIONS ORDER

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FOR THE EL PASO FIREMEN & POLICEMEN'S PENSION FUND

This Order is intended to apportion benefits relating to the El Paso Firemen & Policemen's Pension Fund ("the Plan") between the parties named herein. This Order is an integral part of the Decree of Divorce granted on _____ [DATE OF DIVORCE] and with a property division date of _____ [PROPERTY DIVISION DATE]. This Order is intended to meet the requirements for a "Qualified Domestic Relations Order" in accordance with the provisions of Vernon's Texas Codes Annotated, Government Code, Title 8, Subtitle A, Chapter 804, Subchapter A (with the exception of Section 804.004), and Subchapter C, relating to the El Paso Firemen & Policemen's Pension Fund. In compliance with those requirements, the Court specifies, finds, and ORDERS as follows:

1. This qualified domestic relations order assigns a portion of the benefits payable under the Plan to _____ [NAME OF ALTERNATE PAYEE] in recognition of [HIS/HER] marital rights in _____ [NAME OF PARTICIPANT]'s benefits payable under the Plan.

2. Participant in the Plan is _____ [NAME OF PARTICIPANT], whose birth date is ____-____-____, whose Social Security number is ____-____-____ [may be provided in a separate document], and whose last known mailing address is:

_____ [STREET]
_____ [CITY/STATE/ZIP]

3. Alternate Payee is _____ [NAME OF ALTERNATE PAYEE], whose birth date is ____-____-____, whose Social Security number is ____-____-____ [may be provided in a separate document], and whose last known mailing address is:

_____ [STREET]
_____ [CITY/STATE/ZIP]

Participant and Alternate Payee were married on ____-____-____ [DATE OF MARRIAGE].

4. As part of a just and right division of the estate of the parties, Alternate Payee is hereby awarded a **portion** of benefits payable with respect to Participant. Such benefits include:

(a) the monthly retirement benefit, the monthly disability benefit or the monthly vested termination benefit payable to Participant;

(b) the monthly death benefit, if any, payable to Participant's Qualified Spouse or Qualified Dependent; or

(c) a refund of Participant's contributions to the Plan upon the earlier of Participant's employment termination and Forward DROP Benefit Computation Date; or

(d) a refund upon Participant's death or Participant's surviving spouse's death of the excess, if any, of Participant's contributions through the earlier of the participant's employment termination and Forward DROP Benefit Computation Date to the Plan over any benefits paid from the Plan.

5. The **portion** of any monthly benefit payable to the Alternate Payee with respect to Participant as described in paragraph 4(a) and 4(b) awarded to Alternate Payee shall be determined by *{insert ONE OF THE FOLLOWING OPTIONS}*

*{OPTION 1 – If the property division date is **before** the date of the Participant's retirement and entering the Forward DROP, select the following}*

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [PROPERTY DIVISION DATE] and the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [DATE OF MARRIAGE], and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [PROPERTY DIVISION DATE], and multiplying that product by Participant's accrued monthly benefit on _____ [PROPERTY DIVISION DATE] as if the Participant were eligible to receive such benefit on _____ [PROPERTY DIVISION DATE]. The Alternate Payee's monthly benefit will commence at the Participant's date of retirement.

Following the death of Participant, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted. If the Participant's death is prior to retirement, the Alternate Payee's benefit will commence only if and when payments commence to the Participant's Qualified Spouse or Dependent, if any.

If Participant later elects the Forward DROP option, the Alternate Payee will receive a Forward DROP lump sum payment, payable at the commencement of the Alternate Payee's monthly benefit, which will commence at the Participant's date of retirement. At the time of Participant's Forward DROP election, the Plan will set up a DROP account balance for the Alternate Payee. The Alternate Payee DROP account balance will accumulate the Alternate Payee's portion of the monthly benefit, determined in the above paragraph but including any adjustment for cost-of-living increases provided by the Plan between the Forward DROP election date and the Participant's date of retirement. If the Participant's death is prior to retirement, the Alternate Payee DROP account balance will be payable upon the Participant's death.

*{OPTION 2 – If the property division date is **before** the date of the Participant's retirement and **after** the date of the Participant's entering the Forward DROP, select the following}*

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service of the Participant under the Plan at _____ [FORWARD DROP BENEFIT COMPUTATION DATE] and the credited service of the Participant under the Plan at _____ [DATE OF MARRIAGE], and the denominator of which is the credited service of the Participant under the Plan at

_____ [FORWARD DROP BENEFIT COMPUTATION DATE], and multiplying that product by Participant's Forward DROP monthly benefit determined as of _____ [PROPERTY DIVISION DATE]. The Alternate Payee's monthly benefit will commence at the Participant's date of retirement.

Following the death of Participant, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted. If the Participant's death is prior to retirement, the Alternate Payee's benefit will commence only if and when payments commence to the Participant's Qualified Spouse or Dependent, if any.

In addition, the Alternate Payee will receive a Forward DROP lump sum payment, payable at the commencement of the Alternate Payee's monthly benefit, which will commence at the Participant's date of retirement. Prior to Participant's retirement, the Plan will set up a DROP account balance for the Alternate Payee. The Alternate Payee DROP account balance will be equal to the sum of (a) the Alternate Payee's portion (determined as described in the above paragraph by multiplying the court-specified percentage by the service fraction) of the Participant's total DROP account balance on _____ [PROPERTY DIVISION DATE] and (b) the Alternate Payee's portion of the monthly benefit, determined in the above paragraph but including any adjustment for cost-of-living increases provided by the Plan that will accumulate in the DROP account balance between _____ [PROPERTY DIVISION DATE] and the Participant's date of retirement. If the Participant's death is prior to retirement, the Alternate Payee DROP account balance will be payable upon the Participant's death.

*{OPTION 3 – If the property division date is **after** the date of the Participant's retirement, select the following}*

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [PROPERTY DIVISION DATE] and the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [DATE OF MARRIAGE] and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at _____ [PROPERTY DIVISION DATE], and multiplying that product by the monthly benefit otherwise payable to Participant by the Plan on and after _____ [PROPERTY DIVISION DATE].

Following the death of Participant, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted.

6. The portion of the refund of Participant's contributions payable as described in paragraph 4(c) or 4(d) hereof awarded to Alternate Payee shall be determined by multiplying such refund by a fraction, which fraction will be calculated by multiplying (a) times (b) and dividing by (c) where:
 - (a) equals _____[COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST],
 - (b) equals the amount of Participant's accumulated contributions (without interest) between _____ [DATE OF MARRIAGE] and _____ [OPTION 1 - PROPERTY DIVISION DATE (PRERETIREMENT); OPTION 2 - FORWARD DROP BENEFIT COMPUTATION DATE; OPTION 3 – PROPERTY DIVISION DATE (POST RETIREMENT-OPTIONS ARE DEFINED IN PARAGRAPH 5 ABOVE)].
 - (c) equals Participant's total accumulated contributions (without interest) at the earlier of Participant's employment termination and the Forward DROP Benefit Computation Date.

7. The award to the Alternate Payee under paragraph five (5) or paragraph six (6) of this order is expressly made subject to the following provisions:
 - (a) This order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
 - (b) This order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
 - (c) This order shall not be interpreted in any way to require the Plan to pay any benefits to (an/any) Alternate Payee named in this order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
 - (d) This order shall not be interpreted in any way to require the payment of benefits to the Alternate Payee before retirement of the Participant, the death of the Participant before retirement, or the distribution of a withdrawal of contributions to the Participant.
 - (e) This order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (f) This order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of the Participant's death, or to require the selection of a particular benefit payment or option.
 - (g) Applicable Texas laws and rules do not currently permit alternate payees to receive any future benefit increases. In the event that, after the date of this order, the amount of any benefit otherwise payable to Participant is increased as a result of amendments to the law governing the Plan, Alternate Payee shall receive a proportionate part of such increase unless such an order would disqualify this order under the rules the Plan has adopted with regard to domestic relations orders.
 - (h) In the event that, after the date of this order, the amount of any benefit otherwise payable to Participant is reduced by the operation of the Plan or of amendments to the Plan,

the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.

(i) If, as a result of Participant's death after the date of this order, a payment is made by the Plan to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of employment or accumulated contributions with the Plan, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.

(j) All payments to Alternate Payee under this order shall terminate on the earlier of (i) Alternate Payee's death or (ii) the later of Participant's death or Participant's surviving spouse's death if surviving spouse is receiving a monthly benefit from the Plan.

8. All benefits payable under the Plan shall be payable to Participant and to Alternate Payee in such manner and form as Participant may elect in (his/her) sole and undivided discretion, subject only to Plan requirements.
9. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, and to promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form W-2P or Form 1099R on any direct payment made to the Alternate Payee.
10. Participant is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant is ORDERED to pay the benefit defined in this paragraph directly to Alternate Payee within three days after receipt by Participant. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.
11. The Court retains jurisdiction to amend this order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

Signed this _____ day of _____, 20_____.

ORDERED