

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE June 9, 2010 AGENDA

DEPARTMENT: County Clerk

REQUESTED BY: Jon Wilkerson

REQUISITION NO.: \_\_\_\_\_ N/A \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ X \_\_\_\_\_ N/A

NAME OF FUNDS: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES \_\_\_\_\_ X \_\_\_\_\_ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: \_\_\_\_\_ Three \_\_\_\_\_

1. AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to receive the Administrative Services Agreement between Oklahoma County and The Hartford 457 Plan effective July 1, 2010 and ending June 30, 2011. This item was approved by the Retirement Board on May 24, 2010. This item is requested byCarolynn Caudill, County Clerk, and Secretary to the Board and has been approved as to form and legality by John Jacobsen, Assistant District Attorney. (Document received).

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: \_\_\_\_\_ YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

CHAIRMAN

Administrative Services Agreement  
Government - 457  
To be signed by Plan Sponsor



Hartford Life Insurance Company  
P.O. Box 1583  
Hartford, CT 06144-1583

**1.0 Agreement**

1.1 This Administrative Services Agreement (hereinafter "Agreement") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "Hartford Life"). This Agreement is separate and distinct from the Investment Arrangement. It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford Life for Participant Individual Accounts maintained under this Agreement, that Hartford Life shall be the exclusive provider of such services to the Plan.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

**2.0 Definitions**

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"Code" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder, as may be amended from time to time;

"Contribution" means the amount of the payment (including transfers) made to Hartford Life from the Trustee or Employer on behalf of a Participant under the terms of the Plan;

"Employer" means Oklahoma County;

"Individual Account" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"Investment Arrangement" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"Investment Option" means any investment provided under one or more Investment Arrangements;

"Participant" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained. This term shall include beneficiaries and alternate payees as applicable;

"Plan" means the Oklahoma County Deferred Compensation Plan, a plan established and maintained in accordance with the provisions of Code Section 457;

"Plan Sponsor" means the Employer and its designated representative;

"Trust" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"Trustee" means the trustee(s) or any successor trustee(s) designated, qualified, and acting as trustee under the Plan's trust agreement.

**3.0 Participant Individual Account Services**

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;

(h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application or, alternatively, Individual Accounts may be established electronically as further described in Section 3.3. To establish an Individual's Account for an alternate payee, the Plan Sponsor must provide: a certified copy of the court approved domestic relations order; a letter from the Plan Sponsor that certifies that the domestic relations order is a qualified domestic relations order under Section 414(p) of the Code and that approves the establishment of the Individual's Account with specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an enrollment application for the alternate payee.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant, to the extent provided under the Plan and Investment Arrangement, to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;
- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours, generally 8:00 a.m. to 8:00 p.m. Eastern Time Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Friday, however no support is provided for days on which the New York Stock Exchange is closed. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record and maintain all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

3.3 If elected by the Plan Sponsor, Hartford Life will provide internet enrollment services (e-enroll) to the Plan. Individuals will be able to access a dedicated e-enroll Internet site. The e-enroll process will capture an individual's desired contribution level, investment allocation direction and other census information. These individuals will not be able to re-access e-enroll, however they will be provided with access to the VRU and internet services

described in Section 3.2. The internet services will include an option to record changes to contribution levels.

The Plan Sponsor will provide Hartford Life with an employee census file. Electronic enrollments shall only be processed for those individuals on such file. Census data must be provided to Hartford Life by the Plan Sponsor via a medium and format acceptable to Hartford Life.

Each week, Hartford Life will make a report available to the Plan Sponsor via the Internet that will include the following data obtained since the last report: (i) each individual who has completed the e-enroll process (or application process described in Section 3.1), including, to the extent applicable, the individual's desired contribution level; and (ii) any Participant contribution level changes made via the Internet or other service.

## 4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

## 5.0 Benefit Payments

5.1 The Plan Administrator shall notify Hartford Life in writing of each Participant the Plan Administrator has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall include all information necessary to determine proper tax withholding and reporting, the benefit type and form, the amount of benefit payable, and the payee to whom the distribution is to be made. Upon request by the Plan Administrator, Hartford Life shall provide information about the various payout options available under the Plan and Investment Arrangement including any annuity or installment payment illustrations. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to a notice described at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Account maintained under the Investment Arrangement in accordance with the provisions of the Investment Arrangement and the Plan. Benefit payment requests will be processed within one business day following receipt and the distribution will be mailed within three business days following trade settlement.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment, under the Investment Arrangement, tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

## 6.0 Participant Loans

6.1 The Plan Administrator shall notify Hartford Life of each Participant the Plan Administrator has determined is entitled to receive a loan under the terms of the Plan and Investment Arrangement by such means or methods required by Hartford Life. Such notice shall include a copy of the loan agreement and promissory note.

6.2 Loan requests will be processed within one business day following receipt by Hartford Life and the distribution will be mailed within three business days following trade settlement. Hartford Life will prepare and send to the Plan Sponsor an amortization schedule for the loan based upon the data provided.

6.3 Loans from a Participant's Account will be accounted for separately and repayments of the loans will be allocated to the Participant's Account with principal and interest paid in accordance with the amortization schedule prepared in 6.2 or such other instruction filed with Hartford Life by the Plan Administrator. Loan repayments must be received in a single sum directly from the Plan Sponsor in good order (as defined in Section 4.1). In the event that a repayment is less than or exceeds the amount expected under the amortization schedule on file at Hartford Life, the payment will be applied to the next payment(s) due under such schedule without reamortization.

6.4 The Plan Administrator shall notify Hartford Life in writing of any Participant loan it considers to be in default. If Hartford Life processed and distributed such loan, Hartford Life will prepare and file the appropriate federal tax reporting form. The provisions of Section 5.4 shall also apply to tax reporting under this paragraph.

## 7.0 Financial Records

7.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

## 8.0 Individual Participant Reports

8.1 Hartford Life shall provide each Participant (beneficiary or alternate payee as applicable):

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;

# PENDING APPROVAL

- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end. Participants shall be informed by Hartford Life that they must notify Hartford Life within thirty (30) days of receipt of the statement of account in order to report any errors to Hartford Life. Hartford Life will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date of this Agreement and the Investment Arrangement.

Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

10.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

10.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

10.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

10.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

10.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

10.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

10.9 If elected by the Plan Sponsor, Hartford Life will arrange for Morningstar Associates, LLC to provide Morningstar® Guidance Online<sup>SM</sup> online investment guidance, research and educational services to Plan Participants. The Morningstar® Guidance Online<sup>SM</sup> service is accessed through a secure link on the HartfordOnline group retirement plan website. This online service provides the Plan and its Participants with access to research, education and asset allocation recommendations only; it does not provide recommendations of specific investment choices. Through this service, the Plan Sponsor will have access to participant usage statistics through the Morningstar® Guidance Online<sup>SM</sup> Sponsor Measurement Module. Morningstar Associates LLC is not affiliated with Hartford Life. To make this service available, Hartford Life will share with Morningstar Associates, LLC all necessary Plan and Plan Participant information on record at Hartford Life. There is no fee for this service. However, Hartford Life reserves the right to charge a fee for making this service available by amending this Agreement. If so amended,

## 9.0 Plan Sponsor Reports

9.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0 of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;
- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

9.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

9.3 If Reliance Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each calendar quarter the total value of the assets of the Plan held. In addition, the reports described in Section 9.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

## 10.0 Other Services

10.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

10.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan

continued access to Morningstar® Guidance Online<sup>SM</sup> will require the payment of any applicable fees. Hartford Life may discontinue making this service available at any time. The Plan Sponsor may discontinue access to this service at any time by written notice to Hartford Life.

## 11.0 Records Management

11.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a curable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

11.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 11.1 until the audit findings are resolved.

11.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 11.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

11.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

11.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to determine Hartford Life's compliance with the terms and conditions herein.

11.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan.

## 12.0 Amendment

12.1 The Agreement may be amended by Hartford Life by providing 60 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 13.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

## 13.0 Termination

13.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.

13.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

13.3 This Agreement is contingent upon the existence of an Investment Arrangement. For purposes of this Agreement, the Investment Arrangement shall commence July 1, 2010, and remain in effect through June 30, 2011, unless discontinued prior to that date. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

## 14.0 General Provisions

14.1 The responsibility of Hartford Life is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Hartford Life responsible for the Plan or Plan Trust or to confer responsibilities upon Hartford Life except for those expressly provided for in this Agreement. The Plan Sponsor agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Hartford Life under this Agreement. The Plan Sponsor hereby acknowledges that Hartford Life does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

14.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

14.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data

documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

**14.4** PLAN SPONSOR HEREBY AGREES THAT HARTFORD LIFE, ITS OFFICERS, EMPLOYERS, BROKERS, REGISTERED REPRESENTATIVES, VENDORS AND PROFESSIONAL ADVISORS (SUCH AS ATTORNEYS, ACCOUNTANTS AND ACTUARIES) MAY USE AND DISCLOSE PLAN AND PARTICIPANT INFORMATION TO ENABLE OR ASSIST IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER AND WITH OTHER PLAN RELATED ACTIVITIES AND EXPRESSLY AUTHORIZES HARTFORD LIFE TO DISCLOSE PLAN AND PARTICIPANT INFORMATION TO THE PLAN'S AGENT AND/OR BROKER OF RECORD WITH HARTFORD LIFE. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

**14.5** Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

**14.6** Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

**14.7** Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford Life's business using lists obtained from sources other than the Plan Sponsor.

**14.8** The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

**14.9** Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

**14.10** Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by;

- a) Carolyn Caudill  
Oklahoma County Clerk  
320 Robert S. Kerr  
Room 203  
Oklahoma City, OK 73102-3430
- b) **Hartford Life:**  
Director, Service Center Operations  
Retirement Plan Solutions  
Hartford Life Insurance Company  
P.O. Box 1583  
Hartford, CT 06144-1583

**14.11** The laws of the state in which the Employer is domiciled shall govern the rights and obligations of the parties under this Agreement.

**14.12** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

**14.13** Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.

**14.14** Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

**14.15** This Agreement and any written appendices, amendments and addenda hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

**14.16** This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

**15.0 Frequent Trading**

Plan Sponsor acknowledges the following: The underlying funds, available as Investment Options under the Plan, are not intended as vehicles for short-term trading. Excessive exchange activity may interfere with portfolio management and may have an adverse effect on all shareholders. The underlying funds expressly reserve the right to curtail such short-term trading activity. These policies can be found in the underlying fund prospectuses.

Notwithstanding anything in the Agreement to the contrary, to the extent permitted by the Plan, Plan Participants may transfer amounts in their Participant Accounts between or among the investment options available in your Plan, subject to our policies and procedures, and the policies and procedures of the underlying funds.

**16.0 Undeliverable Mail Procedures**

**16.1 Hartford Life Responsibilities.** Hartford Life shall utilize the United States Postal Service's National Change of Address Program to update the addresses of Plan Participants. Hartford Life may also utilize other research and location identification methods to update Plan Participant addresses. Hartford Life will confirm any change of address to the Participant.

**16.2 Plan Sponsor Responsibilities.** Plan Sponsor shall be responsible for maintaining and updating Participant addresses on file with Hartford Life. Plan Sponsor shall provide Hartford Life with updates of Participant addresses at least annually.

**16.3 Stop Mail Procedures.** Hartford Life may cease the mailing of Participant reports described under the Agreement to Participant addresses on file that are deemed to be stale in accordance with Hartford Life's most recently effective Stop Mail administrative procedures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

OKLAHOMA COUNTY RETIREMENT BOARD

*Raymond L. Wright*  
Chairperson, Commissioner Ray Wright

Date: \_\_\_\_\_

*Forrest "Butch" Freeman*  
Treasurer, Forrest "Butch" Freeman

Date: \_\_\_\_\_

ATTEST:  
*Carolynn Caudill*

Date: \_\_\_\_\_

Secretary, Carolynn Caudill, County Clerk

For Hartford Life Insurance Company:  
By: *Kathleen C. Ciullo*  
Kathleen Ciullo

Date: *4-29-10*  
Vice President

Name: *KATHLEEN C. Ciullo*

Title: \_\_\_\_\_

*Approved: [Signature] P.A.  
5/4/2010*

PENDING APPROVAL