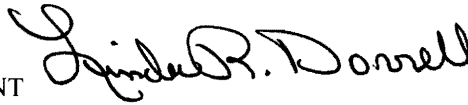

TULSA COUNTY
PURCHASING
DEPARTMENT

MEMO

DATE: NOVEMBER 4, 2014

FROM: LINDA R. DORRELL
PURCHASING DEPARTMENT



TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: RECORDKEEPING SERVICES AGREEMENT-BOK FINANCIAL (BOKF, NA)

THE TULSA COUNTY PURCHASING DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE AND EXECUTE THE ATTACHED RECORDKEEPING SERVICES AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND BOK FINANCIAL FOR DEFINED CONTRIBUTION PLAN SERVICES.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE NOVEMBER 10, 2014 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MARK LIOTTA, CHIEF DEPUTY
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY



Recordkeeping Services Agreement for: Defined Contribution Plan Services

Services Provided by BOKF, NA ("BOK") - check all that apply:

- Directed Trustee - directed as to investments
- Discretionary Trustee - discretionary investment management
- Custodial
- Recordkeeping
- Agent for Plan Administrator

Plan Name(s): 457 Governmental Plan, Retirement 401(a) Governmental Plan, Post Employment Health Plan

Plan Sponsor: Tulsa County
(hereinafter referred to herein as "Plan Sponsor")

Effective Date of this Agreement: 1/1/15

I. PLAN DOCUMENTS (check one):

- Plan Sponsor will utilize BOK's Prototype Plan Document. BOK's Prototype Plan Document services are detailed in a separate Plan Administration Agreement.
- Plan Sponsor will **NOT** utilize BOK's Prototype Plan Document

II. **COMPLIANCE SERVICES** - Compliance services provided by BOK, if applicable, are detailed in a separate Plan Administration Agreement.

III. RECORDKEEPING SERVICES:

- A. **Maintenance of Participant Level Recordkeeping** - BOK shall establish and maintain recordkeeping accounts for each Plan participant with an account balance.
- B. **Maintenance of Source Level Accounting** - BOK shall maintain an accounting for each source of contribution (e.g., employee deferral, employer match, employer profit sharing contribution, rollover, etc.).
- C. **Contributions**

Employee Deferrals and Loan Payments - As soon as administratively feasible following each payroll date, and no later than the timeframes prescribed by the DOL relating to timely deposit of contributions and loan payments, the Plan Sponsor shall send electronically and via a secured web portal acceptable to BOK, information pertaining to all applicable sources (e.g., employee deferral, employer match, employer profit sharing contribution, plan loan payments, etc.). The transmission shall also contain the total amounts submitted for each source (e.g., employee deferral contributions, plan loan payments, and rollover contributions). The control totals provided in the

submission shall balance to the detail totals provided, which shall balance to the dollar amount submitted by Plan Sponsor.

Employer Contributions - The Plan Sponsor shall send electronically and via a secured web portal acceptable to BOK, information pertaining to any Employer Contribution. The Plan Sponsor shall be responsible for determining, and the transmission shall contain (i) the amount of the Employer Contribution, (ii) which employees are eligible for such Employer Contribution, and (iii) the amount to be allocated to each eligible participant. The Plan Sponsor shall provide control totals, which shall balance to the detail totals provided, which shall balance to the dollar amount submitted by the Plan Sponsor.

BOK shall, within three (3) business days following its receipt of complete and accurate information as described above, and receipt of sufficient funds, (i) verify the reconciliation of such information, (ii) allocate the dollar amounts of the aggregate contributions and payments to each Core Fund Option, and (iii) invest the aggregate contributions and payments upon receipt from the Plan Sponsor of the amounts to be so invested.

If any contributions are received, for which BOK has not received an investment election form from the participant, such contributions shall be invested in the funds identified in the most current Direction of Investments.

- D. Posting of Account Valuations** - BOK shall post to the recordkeeping system the value of each of the Core Fund Options, based upon the valuation information furnished to BOK by such Core Fund Option, and update the value of the accounts of each participant based upon the portion thereof, if any, invested in or among the Core Fund Options.
- E. Core Fund Option Transfers** - Participant's will be given the ability (via Start Right Voice or Start Right Online) to transfer their balances between the Core Fund Options. Transfer requests that are received prior to the system Cut-Off Time on any BOK business day that the markets are open, will receive that day's closing price on the buy and sell. Transfer requests received after the system Cut-Off Time will receive the closing price as of the following BOK business day that the markets are open. Should any mutual fund company fail to provide timely pricing information, any trades for that fund will be placed utilizing the most current price available at the time of the trade.
- F. Changes in Investment Elections** - Participants will be given the ability (via Start Right Voice or Start Right Online) to change how their future contributions will be invested among the Core Fund Options. Changes received prior to the system Cut-Off Time on any BOK business day will become effective as of the following business day. Changes received after the system Cut-Off Time on any BOK business day will become effective as of two business days following the request.
- G. Core Fund Option Distributions** - BOK will mail a distribution check within three (3) business days after receipt of completed distribution paperwork.
- H. Loan Initiation** - Active participants will be given the ability to initiate a loan request via Start Right Voice or Start Right Online. Loans initiated prior to the system Cut-Off Time on any BOK business day will be mailed to the participant's address on file the following business day.
- I. Loan Payments** - All loan payments must be made via payroll deduction and must be submitted to BOK electronically and via a secured web portal acceptable to BOK, by the Plan Sponsor along with the contribution file described in III(c) above. Each loan payment for each participant must be identified with its' respective loan number. Failure to receive appropriate data, including loan number will delay investment and application of the loan payments. Negative loan payments are not acceptable.

J. Beneficiary Designations

- The Plan Sponsor shall be responsible for maintaining completed beneficiary designation forms for each Plan participant.
- Beneficiary designations will be made by the participant and maintained on Start Right Online.

K. Incomplete or Incorrect Forms - BOK reserves the right, in BOK's sole discretion, to reject or return any form for correction by the Plan Sponsor or participant.

IV. CONVERSION OF PLAN DATA AND ASSETS FROM PRIOR SERVICE PROVIDER - BOK will provide the Plan Sponsor with a responsible and reliable time line for all steps of the conversion process. Such time line will detail the responsibilities of each party as well as specific due dates.

V. PARTICIPANT INFORMATION AND ACCESS

A. Participant Statements - BOK will prepare participant statements on a quarterly basis, substantially in the form provided in Exhibit A attached hereto. Such statements shall be mailed either (i) directly to the participant at the address currently on BOK's recordkeeping system, or (ii) to the Plan Sponsor, who will be responsible for delivering such statement to the participants. The quarterly statements will be mailed within 10 business days after quarter end. Electronic quarterly statements will be available via Start Right Online. Participants will have access to the most recent quarter-end statement as well as the prior three quarters.

B. Internet Access ("Start Right Online") - BOK will provide participants access to their Core Fund account information via an internet access system. Such system will be available twenty-four hours a day, seven days a week, subject to down times due to (i) nightly updates, (ii) routine system maintenance, and (iii) upgrades. Such system will provide participants with the following information and transaction capabilities, along with other services, which may be added or modified from time to time by BOK and the Plan Sponsor:

Inquiry Capabilities (to the extent applicable):

- Account balances by fund
- Account balances by source
- Historical performance (updated monthly)
- Personal rate of return
- Current investment allocation and options
- Most recent quarter-end statement
- Prior quarter-end statements (prior three quarters)
- Current rate of contribution (subject to information being provided by the Plan Sponsor)
- Beneficiary designation
- Transaction history for the preceding 450 days
- Outstanding loan information
- Amounts available for loans
- Loan modeling capabilities
- Amounts available for hardship and/or in-service withdrawal
- General plan information

Transaction Capabilities (to the extent applicable):

- Change future investment elections
- Change password
- Change deferral percentage
- Change beneficiary
- Transfer investments between funds
- Online enrollment
- Automatic account rebalance
- Request a loan

- C. Telephone Access ("Start Right Voice")** - BOK will provide participants access to their Core Fund account information via an automated telephone access system. Such system will be available twenty-four hours a day, seven days a week, subject to down times due to (i) nightly updates, (ii) routine system maintenance, and (iii) upgrades. Such system will provide participants with the following information and transaction capabilities, along with other services, which may be added or modified from time to time by BOK and the Plan Sponsor:

Inquiry Capabilities (to the extent applicable):

- Account balances by fund
- Account balances by source
- Historical performance (updated monthly)
- Personal rate of return
- Current investment allocation and options
- Current rate of contribution (subject to information being provided by the Plan Sponsor)
- Beneficiary information
- General plan information
- Outstanding loan information
- Amounts available for loans
- Loan modeling capabilities
- Amounts available for hardship and/or in-service withdrawal
- Start Right Retire Right Planner – Gap analysis tool
- Financial Resources Center – Education Information

Transaction Capabilities (to the extent applicable):

- Change future investment elections
- Change password
- Transfer investments between funds
- Change deferral percentage
- Elect a model portfolio
- Request a loan
- Request a withdrawal

- D. Participant Confirmations** - Within two business days following the effective date of a (1) transfer of a participant's account balances among existing Core Fund Options, (2) modification of the allocation of the participant's future contributions among Core Fund Options, (3) participant request for new PIN, (4) modification of participant's deferral changes online, or (5) participant's electronic enrollment in the plan online, BOK shall mail by first class mail to the participant's address on file, a written confirmation of such transfer, modification or change.

- E. Issuance and Change of PIN** - BOK shall initially assign a Personal Identification Number ("PIN") for each participant to enable them to utilize the Start Right Voice and Start Right Online systems. Participants have the ability to change their password via the Start Right Voice and Start Right Online systems.

Operator Assistance - Participants will have access to BOK's participant service representatives from 6:00am to 10:00pm CST Monday through Friday, Saturday 7:00am to 7:00pm CST, and Sunday 10:00am to 7:00pm CST, excluding Bank holidays.

VI. PLAN SPONSOR INFORMATION AND ACCESS

- A. Plan Sponsor Reports** - BOK will regularly provide the Plan Sponsor with a selection of standard administrative reports from which to monitor plan level and participant fund and source detail, loan and forfeiture status, as well as other useful information as may be made available from time to time. In addition to standard reporting, custom reporting is available, but may be subject to an additional fee.

Quarterly - BOK shall transmit to the Plan Sponsor by mail not later than ten (10) business days following the last day of each quarter, a Quarterly Trust Account Statement of asset holdings of the Plan as of the last business day of the month and cash transactions since the immediately preceding Account Statement.

- B. Plan Sponsor Internet Access** - BOK will provide the Plan Sponsor access to the Plan information via an internet access system (Start Right Online). Such system will be available twenty-four hours a day, seven days a week, subject to down times due to (i) nightly updates, (ii) routine system maintenance, and (iii) upgrades. All Core Fund Option account information will be as of the close of business the prior BOK business day.

- C. Relationship Management Team Support** - The Plan Sponsor will be assigned a Relationship Manager and Trust Associate. Such Relationship Manager, Trust Associate, or their back-up will be available to respond to Plan Sponsor inquiries from 8 a.m. to 5 p.m. CT on any BOK business day.

- D. Participant Education and Enrollment Services**

Enrollment/Education Packets - BOK will provide one standard participant enrollment/education packet to each eligible participant.

Enrollment/Education Meetings - BOK will provide six (6) employee education meetings by one Bank employee each year (excluding travel and related expenses) as detailed in the fee proposal. Additional meetings can be provided at a cost of \$500 per day per Bank employee plus all related travel expenses.

- VII. AVAILABLE INVESTMENT OPTIONS ("Core Fund Options")** - The following mutual fund investment options ("Core Fund Options") will be made available to the Plan participants:

Investment options are identified in the most current Direction of Investments

In performing its duties hereunder, BOK shall rely upon pricing, share position, and distribution information provided by the company or agents representing the Core Fund Options ("Core Fund Agents"). BOK reserves the right to terminate any Core Fund Option for which the Core Fund Agent fails to perform each of its duties under the service agreement and to require the Plan Sponsor to select an alternate Core Fund Option.

The Plan Sponsor acknowledges that it has selected the Core Fund Options available to participants of the Plan and that BOK's ability to perform the Services hereunder is dependent on the daily receipt of timely and accurate information from the custodians and Core Fund Agents affiliated with the Core Fund Options. Any failure of BOK to meet its herein stated performance criteria which is attributable to the failure of any custodian or Core Fund Agent (other than BOK) to provide timely pricing and/or execute trades directed by BOK or participant shall not be deemed a breach of this Agreement.

BOK will print, on each participant statement, a notice advising each participant to promptly review every participant investment confirmation and account statement and to promptly notify BOK of any error or omission with respect to the participant's account.

VIII. SELF-DIRECTED OPTION - Should the Plan Sponsor elect to offer the Plan participants the option of having a self-directed option available to them, such services shall be made available to them subject to the terms and conditions outlined in the Self-Directed Option Agreement.

IX. PLAN SPONSOR DUTIES AND RESPONSIBILITIES - BOK's ability to perform the above is subject to its receipt of the following from the Plan Sponsor:

A. Information and Records - The Plan Sponsor shall furnish to BOK copies of the Plan and related trust documents, amendments to such documents, the Summary Plan Description for such Plan, Loan Policy, copy of IRS Determination Letter, 5500's, and compliance tests for the prior two years, and any other information reasonably requested by BOK concerning such Plan.

The Plan Sponsor shall furnish to BOK all information concerning employees, and participants in the Plan, as reasonably necessary to enable BOK to provide the services and perform the functions related to providing the Services.

B. Enrollment and Deferral Percentage Information - The Plan Sponsor shall transmit, in electronic format via secured web portal acceptable to BOK, (i) enrollment information for each newly enrolled participant and (ii) changes of participant contribution percentages for each participant whose percentage changed since the immediately preceding report.

C. Demographic Information - The Plan Sponsor shall send demographic information on the Plan participants at least monthly and electronically via a secured web portal acceptable to BOK.

X. FEES AND COMPENSATION - BOK's fees are detailed in a separate fee agreement attached as Exhibit A hereto and hereby incorporated into this agreement.

XI. FORCE MAJEURE - BOK shall not be responsible or liable for its failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control and which it is unable to prevent, including, without limitation: any interruption, loss or malfunction of any utility, any transportation service, the Internet, the World Wide Web, or any other public technology infrastructure; inability to obtain transportation or a delay in mails; governmental or securities exchange action, statute, ordinance, rulings, regulations or direction; war, terrorism, strike, riot, emergency, civil disturbance, vandalism, explosions, freezes, floods, fires, tornadoes, hurricanes, acts of God or public enemy, revolutions, or insurrection.

XII. ERRORS AND OMISSIONS:

A. Plan Sponsor shall furnish to BOK all records and information for which Plan Sponsor is the transmitting party pursuant to this Agreement. Such records and information shall be complete, legible, and accurate, and in such form as shall be agreed upon by Plan Sponsor and BOK from time to time. BOK shall promptly notify Plan Sponsor of any errors or omissions in the records and information, if any, detected by BOK. Plan Sponsor shall promptly notify BOK of any errors or omissions in such records and information, if any, detected by Plan Sponsor.

B. BOK will perform all services in accordance with applicable professional standards. The parties agree that BOK shall not be liable to Plan Sponsor, whether in tort, contract, or otherwise, for any damages in excess of \$10,000,000. In no event shall BOK be liable for lost profits of Plan Sponsor or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of BOK. The provisions of this section will survive the expiration or termination of this Agreement.

XIII. **TERM OF AGREEMENT** - This Agreement shall continue in effect as the same may be amended from time to time in accordance with its terms for a period of three years from its effective date. After the third anniversary of its effective date, this Agreement may be terminated upon advance written notice of at least 120 days by one party to the other. If the Plan Sponsor terminates this Agreement, the Plan Sponsor shall pay to BOK a termination fee as compensation for services rendered and expenses incurred in transferring information to a successor recordkeeper as provided in the fee agreement attached hereto as Exhibit A.

XIV. **AMENDMENTS OR MODIFICATIONS** - This agreement may not be amended or modified in any manner except by a written agreement executed by all parties.

XV. This agreement shall be construed and administered according to the laws of the State of Oklahoma.

XVI. **SEVERABILITY** - If any provision of this agreement is held to be invalid or unenforceable, the agreement shall be enforced as though those provisions were not included.

PLAN SPONSOR

BOKF, NA

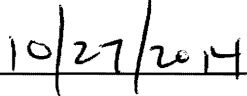
By: _____


By:  _____

Its: _____

Its:  _____

Date: _____

Date:  _____



LEAF STROUD JR TO P.C.
ASSISTANT DISTRICT ATTORNEY

401(a), 457 and PEHP Fees:
Tulsa County

Annual Fees:

Base Annual Fee: Waived

Participant Based Fee:

Annual fee per participant per Plan: \$15.00*

*Does not apply to participants in the PEHP plan.

Asset Based Fee: .0015 of the market value of Plan assets*

*Applies to all plan assets in the 401(a), 457(b) and PEHP plans including participant loans, company stock, self-directed assets, and assets held in the forfeiture account, if applicable.

FEE REDUCTIONS/CREDITS

The Bank's invoiced fees will be reduced/credited by any 12b-1, sub-TA, or shareholder servicing fees that are paid to and received by the Bank on any investments utilized by the Plan. This reduction does not apply to assets held in the stable value or money market fund option, any Forfeiture account, or assets held in self-directed accounts.

The Bank's invoiced fees will also be reduced/credited by .0025 (annualized rate) of the assets held in the Managed Allocation Portfolios and/or Strategic Allocation Funds.

One-Time Set-Up and Conversion Fee: Waived

Employee Meetings

Includes up to eight days of employee education meetings by one Bank employee each year. In addition, BOKF will attend the monthly enrollment meetings (including travel and related expenses). Additional meetings can be provided at a cost of \$500 per day per Bank employee plus all related travel expenses.

Employee Enrollment Materials

Employee Enrollment Packets: A standard enrollment packet for each eligible employee is included

Personalized Annual GAP Analysis: No additional charge

Personalized and Targeted Pieces for:

Eligible but not participating employees: \$2.00 each

Employees participating but at low rates: \$2.00 each

Transaction Charges:

Distribution by check (paid by participant):	\$30.00 ea.
Distribution by wire (paid by participant):	\$50.00 ea.
In-kind distribution (paid by participant):	\$45.00 ea.
Loan origination fee (paid by participant):	\$75.00 ea.
Discrimination testing refund checks:	\$75.00 ea.
QDRO review and calculation:	\$75.00 per hour
Option of Spanish version on Start Right Voice:	Charged back at our cost
Postage, handling and shipping on all items mailed:	Charged back at our cost

Termination of Services

A termination fee of \$500 plus \$2 per participant will be charged to cover the costs of the final accounting, and the transfer of records and assets to the new provider.

In addition, if the Bank's services are terminated within the first three years, for any reason, an additional Early Termination Penalty will be assessed equal to 10% of Bank's total Annual Fees.

Special Services

Bank reserves the right to charge additional fees for any additional services requested that are not specifically offered in this proposal. Charges for the following special services are based on the time involved and will be quoted upon request. These services can include: (1) Changes to the Bank's Prototype Plan Documents, Summary Plan Description, administrative forms and IRS filings; (2) non-standard discrimination testing; (3) correction of failed ADP/ACP or 415 tests; (4) 410(b) average benefit tests; (5) special testing required as a result of the existence of controlled groups or affiliated services groups, (6) implementation of regulatory changes, (7) other compliance services required but not specifically offered in this proposal.

Notes & Assumptions - The above quoted fees assume and are based upon the following:

The above fees assume and are based upon the use of the (1) Cavanal Hill Cash Fund (APHXX), (2) the Managed Allocation Portfolios Target Date Funds, and (3) The Strategic Allocation Funds.

The Cavanal Hill Cash Management Fund – Administrative class (APCXX) will be utilized as the cash management sweep vehicle for the Forfeiture account and all SDO accounts.

In addition to the above fees for its services, the Bank or its affiliates ("Bank") (1) earns investment management, 12b-1, shareholder servicing, administration, and custody fees for services it provides to the Cavanal Hill Funds, (2) earns Trustee fees for services it provides to the MAP (Managed Allocation Portfolios) and SAF (Strategic Allocation Funds) funds, (3) and may receive 12b-1, sub-TA, shareholder servicing, or other fees for services it provides to outside mutual funds when these funds are used as Plan investment options, or purchased by participants in their SDO account. See the prospectus for information on fund expenses. Unless otherwise stated in this Fee Proposal, Bank will retain all such revenue and will consider this revenue in its fee proposal.

Contributions and loan payments received for daily valued plans must balance to the payroll data submitted and must be submitted in electronic format acceptable to Bank. Such funds will be invested in the investment options within three business days of receipt of investable funds.

The Bank retains float, which is interest that is earned on funds held by the Bank pending investment or the cashing of outstanding checks. Float is not rebated to your account as the cost to calculate the float and rebate it to your account would be greater than the amount earned.

This fee estimate is applicable for a period of ninety days. Fees are subject to change upon thirty days prior notice.

Estimate is contingent upon a review of the governing instrument, accounting statements, and final assessment of the work involved in converting the plan from the current provider.

Unusual circumstances may warrant a variance in this fee schedule.

Services described in proposal are provided by BOKF, NA

Approved and accepted by:

By: _____

Date _____

Marty W.

Addendum to Fee Proposal Self-Directed Option Account Fees

Annual Account Fee

SDO Account with Outside Broker or Advisor:	\$100.00
SDO Account with BOSC, Inc. Broker:	\$75.00

Transaction Fee: Waived*

*Applies to all buys/sells whether placed online, through the participant's own broker, or through a BOSC, Inc. broker. Does not apply to money market sweep transactions.

Trading Commissions

Participants have three different trading options. They can: (1) place a trade with their outside broker, (2) place a trade with their BOSC broker, or (3) place a trade utilizing the Bank's online trading system. Each of these trading options has different commission schedules for equity trades. Following is a breakdown of each:

I. Trades Placed with the Participant's Outside Broker

The participant is responsible for negotiating their own commission rates with their broker, and is responsible for any brokerage commissions incurred by their broker.

II. Trades Placed through a BOSC, Inc. Broker - Commissions and Fees

Equity Trades: \$0.04 per share, subject to
\$25 minimum per trade

Mutual Fund Trades: No additional fee

In most cases, any front-end or back-end loads can be waived. Mutual funds may pay 12b-1 or other revenue to the Bank. Such revenue is retained by the Bank and is not available for fee offsets.

Fixed Income Trades: No additional fee

Trade Confirms (Optional): \$4 per confirmation mailed

III. Trades Placed Directly Online

Equity Trades:
0 – 4,999 Shares \$15.95 per trade
Over 5,000 Shares \$15.95 per trade, plus \$0.01 per share on the entire trade

Mutual Fund Trades: No additional fee

In most cases, any front-end or back-end loads can be waived. All mutual fund trades are placed utilizing the Bank's omnibus trading accounts. Mutual funds may pay 12b-1 or other revenue to the Bank. Such revenue is retained by the Bank and is not available for fee reductions/credits.

Fixed Income Trades: No additional fee

Trade Confirms: Pending and completed trades can be viewed online

Additional Services

Performance Measurement (optional service):..... \$25.00 per quarter per account

Statements:..... Monthly statements are available online (with monthly email reminder)
Hard copy statements are provided annually

Non-Publicly Traded Securities:.....Subject to prior review and approval
Additional fees will apply