

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

**AGENDA**  
**REGULAR MEETING #8-2020**  
**APRIL 16, 2020 – 7:00 PM AT DISTRICT OFFICES**  
**ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:**  
**[LOXAHATCHEERIVER.ORG/PUBLICMEETING](http://LOXAHATCHEERIVER.ORG/PUBLICMEETING)**

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes **Page 3**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 11**
  - B. Loxahatchee River District Dashboard **Page 12**
5. Consent Agenda (see next page) **Page 13**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Rules Chapter 31-15, Indexing Final Orders **Page 182**
  - C. Family Church Subordination Agreement and Release of Real Property **Page 184**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 251**
9. Board Comments
10. Adjournment

“...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

Submitted by:  
Date: April 6, 2020

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **5. CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Injection Well Pump Station Variable Frequency Drives – to approve purchase **Page 14**
- B. Warehouse and Inventory Policy – to approve policy **Page 15**
- C. Contractor Safety Management Policy – to approve policy **Page 18**
- D. Retirement Plan Agreements – to ratify agreements **Page 21**
- E. Families First Coronavirus Response Act Policy – to ratify policy **Page 176**
- F. Fixed Asset Disposal – to approve disposal **Page 179**
- G. Change Orders to Current Contracts – to approve modifications **Page 180**

## **7. REPORTS**

- A. Neighborhood Sewering **Page 212**
- B. Legal Counsel's Report **Page 214**
- C. Engineer's Report **Page 216**
- D. Busch Wildlife Sanctuary **Page 220**
- E. Director's Report **Page 221**

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: April 9, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of March 19, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the March 19, 2020 Public Hearing and Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo2020.docx

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref. 06-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
MARCH 19, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of March 19, 2020 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie  
Mr. Rockoff  
Mr. Silverman (via telephone)  
Mr. Snyder

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO RULES CHAPTER 31-10, RATES, FEES AND CHARGES.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 6:56 P.M.

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY



Ref: #7-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
MARCH 19, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of March 19, 2020 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Boggie  
Mr. Rockoff  
Mr. Silverman (via telephone)  
Dr. Rostock (arrived at 7:02 PM)  
Mr. Snyder

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, and Mr. Pugsley.

Consultants in attendance were Mr. Shenkman with Curtis Shenkman, PA and Ms. Jensen with Klausner, Kaufman, Jensen and Levinson.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearings and Regular Meeting of February 20, 2020 were presented for approval and the following motion was made.

MOTION: Made by Dr. Rostock, Seconded by Mr. Silverman,  
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the minutes of the February 20, 2020 Public Hearings and Regular Meeting as revised.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 5C was deleted. Items 6F and 6G were added.

3. COMMENTS FROM THE PUBLIC

No comments were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

To reduce the meeting duration, Mr. Howard provided the presentation to the Board ahead of the meeting that gave an overview of the rail construction and anticipated improvements to the bridge over the Loxahatchee River due to the extension of the Brightline/Virgin Train lines to Orlando.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

#### 5. CONSENT AGENDA

MOTION: Made by Dr. Rostock, Seconded by Mr. Boggie,  
Passed unanimously.

“THAT THE GOVERNING BOARD approve the Consent Agenda of March 19, 2020 with the exception of Item 5C.”

The following motions were approved as a result of the Board’s adoption of the Consent Agenda:

##### A. LRD Rule & Board-Approved Policy Review Schedule – to approve schedule

“THAT THE GOVERNING BOARD ratify and approve the attached LRD Rule and Policy Review Schedule as presented, direct the Executive Director to manage review of District Rules and Policies in accord with the schedule, and authorize the Executive Director to update the Rule and Policy Review Schedule from time to time and periodically present it to the Governing Board for ratification and approval.”

##### B. Near Miss Policy – to approve policy

“THAT THE GOVERNING BOARD approve the attached Near Miss Policy and direct the Executive Director to implement the policy with an effective date of March 30, 2020.”

##### D. Engineering Services Contract-Lift Station Fall Protection – to award contract

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a work authorization for professional engineering services with Baxter and Woodman Consulting Engineer’s for Lift Station Fall Protection Improvements Project in the amount of \$82,533.82.”

and

THAT THE DISTRICT GOVERNING BOARD authorize a contingency fund for the Lift Station Fall Protection Improvements Project professional engineering services work authorization in the amount of \$4,126.69.”

E. Construction Contract-Lift Stations 57 & 58 and Brentwood/Weldwood Lateral Lining – to award contract

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of the City of Largo contract with BLD Services, Inc. ITB 19-B-645 for service lateral rehabilitation services in the amount of \$1,207,713.00.”

and

“THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$120,771.30.”

F. Water Leak Credit for Non-Residential Customers Policy – to approve policy revisions

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the attached revisions to District’s Customer Service Water Leak Credit for Non-Residential Customers with an effective date of April 1, 2020.”

G. Fixed Asset Disposal – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including the items from aggregated assets listed in the schedule above.”

H. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

## 6. REGULAR AGENDA

### A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

No items were pulled for discussion.

### B. Rules Chapter 31-10, Rates, Fees and Charges

Dr. Arrington discussed the Annual Rate Study with the Board.

MOTION: Made by Mr. Snyder, Seconded by Mr. Boggie,  
Passed 4-1 with Mr. Silverman voting against.

“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-10 as revised, including the following rate increases for Quarterly Service Charges for Sewer Service:

April 1, 2020 – 1% rate increase,  
April 1, 2021 – 2% rate increase,  
April 1, 2022 – 2% rate increase,  
April 1, 2023 – 3% rate increase,  
April 1, 2024 – 3% rate increase;

including the following rate increases for Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Subregional Line Charges:

April 1, 2020 – 2% rate increase,  
April 1, 2021 – 2% rate increase,  
April 1, 2022 – 3% rate increase,  
April 1, 2023 – 3% rate increase,  
April 1, 2024 – 3% rate increase;

with an effective date of April 1, 2020.”

C. Money Purchase Plan and Trust (Retirement Plan) Recordkeeper

Dr. Arrington and Ms. Jensen reviewed and discussed the results of the Administrative Committee Meeting and items related to the selection of a new Recordkeeper for the District.

MOTION: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD ratifies the Administrative Committee’s recommendation to select Empower Retirement as the Recordkeeper for the District’s Retirement Plan (i.e., Money Purchase Plan and Trust) and authorizes the Executive Director to execute any and all agreements required to transition the District’s Retirement Plan from Morgan Stanley to Empower Retirement including terminating relevant agreements with Morgan Stanley and the District’s existing Money Purchase Plan and Trust dated May 26, 2016.”

and

“THAT THE DISTRICT GOVERNING BOARD directs the Executive Director to present to the Governing Board, via the Board Notebook and not later than June 18, 2020, the complete, updated LRD Retirement Plan, Investment Menu, and associated policies.”

D. Money Purchase Plan and Trust (Retirement Plan) Investment Policies

Dr. Arrington and Ms. Jensen reviewed the proposed Investment Policies.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD ratifies the Retirement Plan Investment Policy as modified and authorizes the Chairman and Executive Director to execute the Investment Policy.”

E. Money Purchase Plan and Trust (Retirement Plan) Investment Menu

Dr. Arrington reviewed the proposed Investment Menu.

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD approves the Investment Menu as revised and authorizes the Executive Director to execute necessary paperwork to implement the Investment Menu within our revised Retirement Plan.”

F. Worker’s Compensation Insurance

Dr. Arrington reviewed the renewal of the District’s Worker’s Compensation Insurance.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into a one-year agreement for Workers’ Compensation with Preferred not to exceed \$100,000.00.”

G. Coronavirus Temporary Provisions

Dr. Arrington reviewed the proposed Coronavirus Temporary Provisions

MOTION 1: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

1. Personnel Policies & Procedures Revision

“THAT THE DISTRICT GOVERNING BOARD temporarily (from March 20, 2020 through September 30, 2020) delegates authority to the Executive Director to revise and implement revision to our Personnel Policies and Procedures necessary to comply with Federal and State law.”

MOTION 2: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

2. Forbearance of Delinquency Fees and Charges and Lien Process

“THAT THE DISTRICT GOVERNING BOARD direct staff to temporarily forbear new lien procedures and their associated fees, excluding lien amendments, from March 20, 2020 through September 30, 2020.”

MOTION 3: Made by Dr. Rostock, Seconded by Mr. Silverman,  
Passed unanimously.

3. Procurement Policy Revision

“THAT THE DISTRICT GOVERNING BOARD temporarily (from March 20, 2020 through September 30, 2020) revises the LRD Procurement Policy to increase the Executive Director’s procurement authority and contract administration authority from \$50,000 to \$250,000 and raises the legal review threshold to \$250,000 when it otherwise cannot be handled by the normal and customary course of business by the Board.”

7. REPORTS

The following reports stood as written.

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL'S REPORT
- C. ENGINEER'S REPORTS
- D. BUSCH WILDLIFE SANCTUARY
- E. DIRECTOR'S REPORT

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

Mr. Boggie requested that Staff consider all means for meetings to continue including electronically, using alternate sites and/or public participation electronically.

10. ADJOURNMENT

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,  
Passed Unanimously.

“That the regular meeting of March 19, 2020 adjourns at 8:55 PM.”

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BOARD CHAIRMAN

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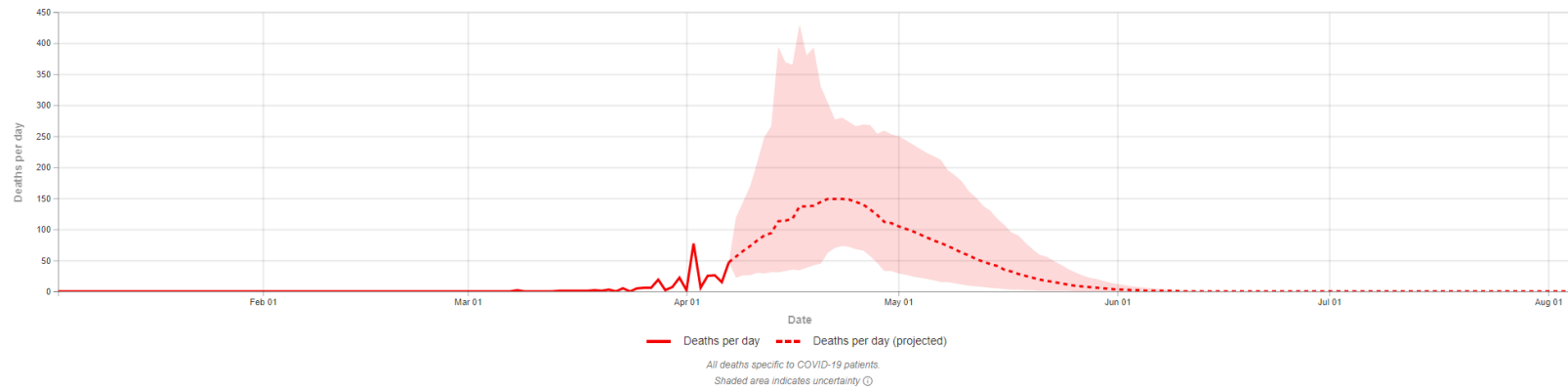
BOARD SECRETARY

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RECORDING SECRETARY

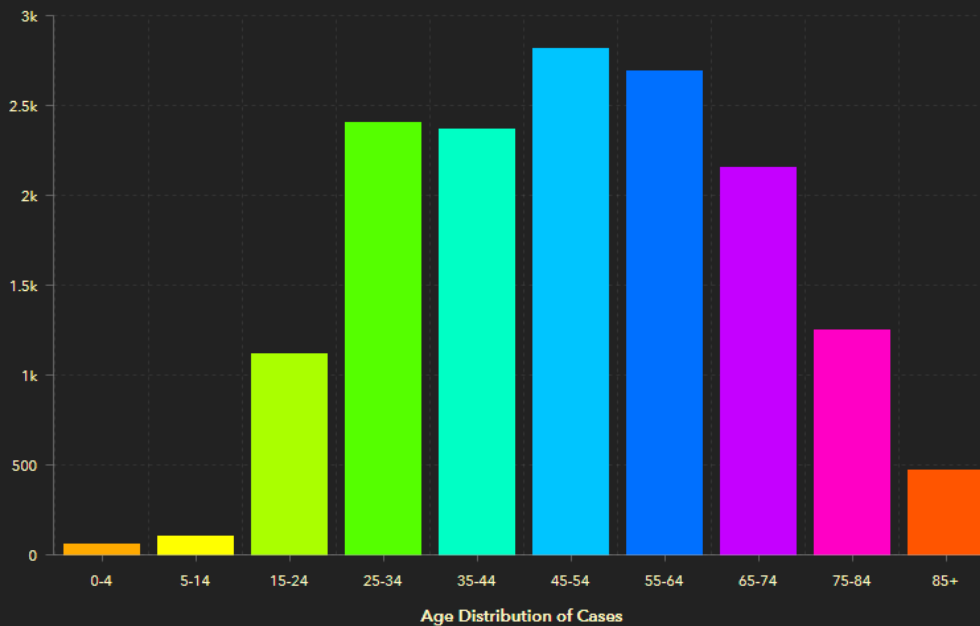
15 days  
until projected peak in daily deaths

149 COVID-19 deaths  
projected on April 23, 2020



# COVID-19 UPDATE

Age Distribution of Cases



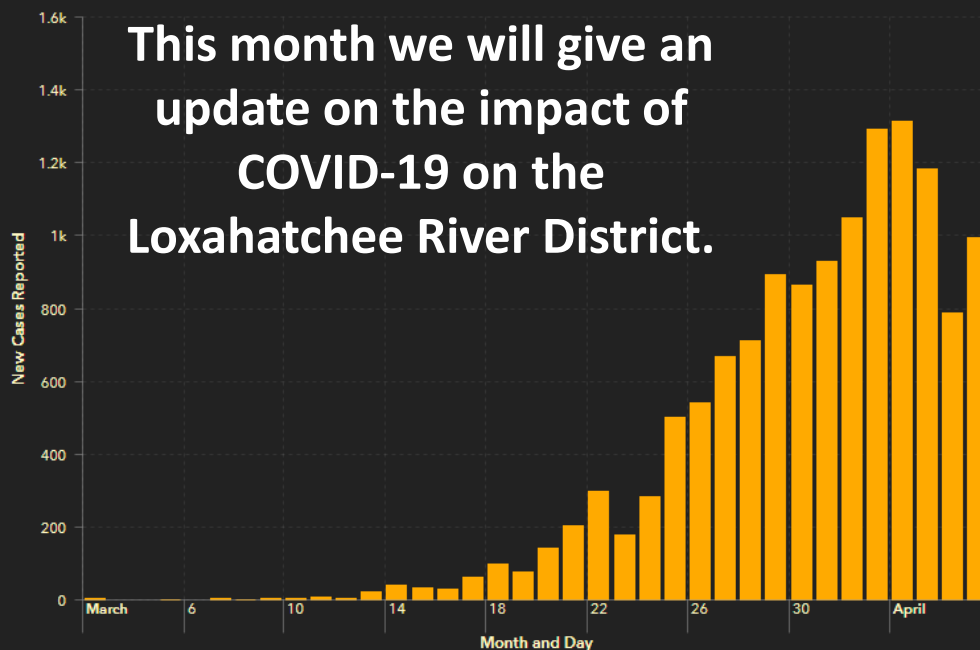
Positive Residents

13,214

Non-Residents

452

New Cases by Day



Hospitalizations


1,719

Deaths

254

# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



	Stewardship		Wastewater					Engineering	General Business					EHS	River Health				
	# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewage Spilled	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Employee Safety	Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality		
Benchmark / Customer Expectation	% of Target	million gallons/day	# days demand not met	# blockages with damage in home	Gallons	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)		
Green Level	≥ 90%	< 7.7	<2	Zero	<704	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥80%	Zero	0	min ≥ 20 ‰	90% of sites ≤ 200		
Yellow	< 90%	< 8.8	≥ 2	1	≤1,500	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥60%	-	1	min ≥ 10 ‰	2 or more sites >200 but ≤ 400		
Red	<75%	≥ 8.8	≥ 9	≥ 2	>1,500	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	≥ 2	min < 10 ‰	≥ 2 sites > 400		
2017 Baseline		104%	6.6	1	0	2,225	0	1,127	9	\$ 30,425,084	95%	85%	98%	85%	0	not avail	22.8	1 > 200	
2018 Baseline		112%	6.8	1	0	1,606	0	1,216	8	\$ 33,683,858	99%	85%	95%	56%	0.4	42	23.1	1 > 200	
2019 Baseline		100%	6.8	1	1	8,022	0	1229	9	\$ 35,137,006	100%	89%	95%	63%	0.3	2	22.9	1 > 200	
2019	Mar	119%	7.2	0	0	840	0	1,170	0	\$ 38,046,365	99%	88%	100%	75%	0	0	30.4	0 > 200	
	Apr	79%	6.9	0	0	11,455	0	1,176	2	\$ 38,021,490	99%	89%	100%	73%	0	0	31.2	0 > 200	
	May	113%	6.7	0	0	0	0	1,125	5	\$ 36,569,040	98%	90%	92%	50%	0	0	25.7	0 > 200	
	June	98%	6.6	0	0	360	0	1,233	17	\$ 34,111,378	98%	89%	92%	42%	0	0	23.5	1 > 200	
	July	85%	6.2	0	0	3,800	0	1,279	6	\$ 34,005,523	98%	88%	92%	42%	1	0	28.8	0 > 200	
	Aug	89%	6.9	1	0	3,000	2	1,163	8	\$ 33,341,832	97%	89%	92%	33%	1	0	15.9	3 > 200	
	Sept	74%	6.5	3	1	2,250	0	1,125	13	\$ 31,573,764	97%	89%	92%	33%	0	0	12.9	0 > 200	
	Oct	116%	6.5	1	1	3,000	0	1,298	7	\$ 32,222,812	105%	103%	92%	88%	1	0	26.9	0 > 200	
	Nov	113%	6.5	3	1	67,850	0	1,230	18	\$ 33,374,275	98%	90%	92%	83%	0	0	18.7	1 > 200	
	Dec	108%	6.9	0	1	310	0	1,291	18	\$ 33,400,263	105%	87%	92%	83%	0	0	6.1	1 > 200	
	2020	Jan	109%	7.1	6	0	485	0	1,176	7	\$ 34,262,489	104%	93%	92%	83%	0	0	7.3	0 > 200
		Feb	137%	7.4	3	1	447	0	1,227	0	\$ 35,411,980	102%	91%	92%	83%	1	0	24.5	1 > 200
		Mar	40%	7.3	0	0	10,010	0	1,256	2	\$ 34,352,969	104%	90%	92%	83%	0	0	27.9	3 > 200
Consecutive Months at Green		0	130	1	1	0	7	114	3	129	92	14	53	6	1	13	2	0	
Metric Owner		O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Pugsley	Howard	Howard	Howard	

## Metric

Public Education

Sewage Spilled

River Water Quality

## Explanation

The COVID-19 pandemic caused closure of the River Center in mid-March. It is uncertain how long the closure will last, but our educators have rapidly evolved and are providing online content and working on other projects for which there had been too little time (e.g., revising River Center dashboard metrics).

We had two sewage spills: (1) a 10,000 gallon spill occurred near the intersection of A1A and Indiantown Rd when a directional drill contractor drilled through our 10-inch diameter wastewater force main. LRD staff had very accurately located our infrastructure, and LRD staff response following the spill was timely and impressive. We will be seeking reimbursement from the contractor for all costs involved in responding to this spill. (2) a 10 gallon sewage spill occurred near the intersection of Church St and Limestone Creek Rd when a manhole was intentionally plugged by LRD staff to allow a new connection to the gravity system downstream. Wastewater flowed into the manhole more rapidly than expected and 10-gallons of sewage spilled out the top of the manhole. LRD staff were onsite during the entire episode and were promptly able to stop the spill by removing the plug in the manhole.

Three stations on the Northwest Fork of the Loxahatchee River (69 @ Indiantown Rd bbridge; 67 @ Trapper Nelson's; and 65 @ mouth of Kitching Creek) had fecal bacteria concentrations that exceeded 200 colony forming units per 100 ml.



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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: April 9, 2020  
SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Injection Well Pump Station Variable Frequency Drives – to approve purchase
- B. Warehouse and Inventory Policy – to approve policy
- C. Contractor Safety Management Policy – to approve policy
- D. Retirement Plan Agreements – to ratify agreements
- E. Families First Coronavirus Response Act Policy – to ratify policy
- F. Fixed Asset Disposal – to approve disposal
- G. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of April 16, 2020 as presented.”**

Signed,

D. Albrey Arrington, Ph.D.  
Executive Director

J:\BOARD\Consent2020.docx

# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: GOVERNING BOARD

FROM: Jason A. Pugsley, P.E.  
Plant Manager

DATE: APRIL 2, 2020

SUBJECT: REPLACEMENT VARIABLE FREQUENCY DRIVES FOR INJECTION WELL PUMPS

The injection well pump station includes a total of four (4) vertical turbine type pumping units. Each of the pumping units is equipped with a 250-horsepower, vertical AC motor which are driven by dedicated variable frequency drives (VFD's). The VFD's allow for the modulation of the pump speed and in-turn provides variable pumping capacities for each pumping unit and the station, as a whole. The VFD units are critical to the operation of the injection well pump station since the station has limited storage capacity. Further, the use of VFD's provides significant energy savings since the pumping units can generally be operated more closely to their best efficiency point (BEP). The existing VFD's at the pump station are original to the facility. The units have been well maintained but they are nearing the end of their useful life. As such, Staff desires to replace the four (4) VFD units to mitigate the potential for an unanticipated failure which would severely impact the District's ability to dispose of treated effluent to the deep injection well.

In accordance with District Procurement Policy 2.06.01, Item 43 the proposed purchase is exempt from Competitive Selection since the purchase entails the purchase of "Multiple quantities of a single item of common operational supplies" and the cost per each item is less than the Category Three Threshold value of \$50,000.01.

Per the District's Procurement Policy, Staff requested and received quotes from a total of three (3) qualified vendors as presented below:

- |                                   |                     |
|-----------------------------------|---------------------|
| • Howard Woodrow & Associates     | \$17,725/per VFD    |
| • TAW Orlando Service Center Inc. | \$19,560.31/per VFD |
| • Seal Distributors, Inc.         | \$22,494.36/per VFD |

Staff has reviewed the quotes from the three (3) vendors and determined that the quote from Howard Woodrow & Associates is complete and represents the best value to the District.

Therefore, staff request your consideration of the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Howard Woodrow & Associates in accordance with their proposal dated April 2, 2020, for the purchase of four (4) VFD units at \$17,725.00/each for a total purchase amount of \$70,900.00 and an additional contingency amount of \$7,090.00 (10%)"**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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D. Albrey Arrington, Ph.D., Executive Director




To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: April 9, 2020  
Subject: Warehouse Inventory Management Policy

The Warehouse holds itself to the highest standards of excellence in keeping an orderly record of all moveable assets in a way that supports the daily and ongoing operations of the District. To successfully achieve this goal staff has drafted the attached Warehouse Inventory Management Policy. Staff believes this is a straightforward policy that will standardize and clarify the function of the warehouse as it relates to the inventory of materials, parts, supplies, and tools.

The following motion is recommended for approval:

**“THAT THE DISTRICT GOVERNING BOARD approve the attached Warehouse Inventory Management Policy and direct the Executive Director to implement the policy with an effective date of April 17, 2020.**

	LOXAHATCHEE RIVER DISTRICT	Doc No:	WIP
		Effective Date	04/17/2020
		Revision History	Initial Version
Author: Kara Fraraccio		Revision No.	1
		Expiration Date:	04/18/2025
Issuing Department: Finance and Administration		Page:	Page 1 of 1

## WAREHOUSE INVENTORY MANAGEMENT POLICY

### Purpose

To establish a District policy with respect to inventory management to ensure appropriate stocking, recording, security, and tracking of District inventory.

### Policy

The District shall maintain an inventory of materials, parts, supplies, and tools as an investment to maximize the probability of successfully achieving the District's mission and efficiently promote safety of our employees. The warehouse shall be the first source of supply for all inventory used by District staff in performing their duties. All inventory issued by the warehouse not designated as consumable will be applied to an open work order in the computerized maintenance management system (CMMS). Warehouse staff will accurately account for all inventory additions, issues, and returns in the CMMS system. Criticality shall be assessed when determining the need to inventory high value (e.g., >\$5,000) materials, parts, supplies, or tools. The District's inventory shall be maintained using a perpetual inventory system. Inventory transactions are to be input daily into the inventory control system. Inventories shall be valued at cost as determined by the first in/first out method. Inventoried items will be safeguarded from physical deterioration, theft, waste, loss, or mismanagement. Obsolete and damaged inventory shall be identified, segregated, and remedied (e.g., disposal, rehabilitated).

All items in inventory shall have an established minimum stock level and reorder quantity. The Warehouse Coordinator is responsible for requisitioning inventory items that have reached the reorder level. All materials received for stocking into the warehouse shall be issued a stock identification number and storage location. A fiscal year-end inventory shall be completed each year.

### Definitions

- A. Computerized Maintenance Management System (CMMS): Database that the District uses as a work management system.
- B. Consumables: Non-durable, low-cost, frequently used items obtained through the warehouse (i.e. latex gloves, bleach, dawn).
- C. Criticality: a potential inventory item expected to be decisive in the District's ability to successfully perform its mission. Inventory Criticality may be quantified as the likelihood of need x the consequence of not having the item in inventory.

- D. First-In, First-Out (FIFO): A method of inventory costing which assumes costs flow through operations chronologically that is, costs of merchandise should be charged as expense in the order in which costs were incurred.
- E. Inventory: Material, supply, or tool with distinct physical and financial attributes.
- F. Perpetual Valuation: A system for controlling inventory and determining inventory values, using an ongoing detailed record of additions and usage to achieve an updated inventory balance multiplied by a unit cost.

#### Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Fiscal Year End Inventory Procedure
- B. Minimum Stock Levels & Reorder Quantities Procedure: (Under Revision)
- C. Inventory Disposal Procedure: (Under Revision)

#### Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
Executive Director

FROM: Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering Services

DATE: April 8, 2020


SUBJECT: Policy: Contractor Safety Management

The District continuously engages with contractors and vendors to construct and maintain its over \$125M in capital assets. The scope of these services ranges from meter calibrations to the deep bed filter construction and includes working with electricity, pressurized mains, scaffolding, raw wastewater, gaseous chlorine, cranes, heavy construction equipment and working in confined spaces, excavations and traffic zones, both vehicular and pedestrian, just to name a few. In short, the work we do and the work our contractors and vendors do for us carries with it inherent danger.

This policy includes requirements for qualifications, contract/scope requirements, construction management and post assessment of contractor performance.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD approve the Contractor Safety Management policy.”**

	LOXAHATCHEE RIVER DISTRICT	Doc No:	Insert #
		Effective Date	04/17/2020
		Revision History:	04/17/2020
Authors: Kris Dean, P.E. and Travis Baines, CSHO, ENS		Revision No.	0
		Expiration Date:	
Issuing Department: Executive		Page:	Page 1 of 2

## CONTRACTOR SAFETY MANAGEMENT

### Purpose

The work that we engage with contractors to complete exposes the Public, District Staff, the Contractor and his Subcontractors to hazards or potential hazards on a daily basis. The District has a responsibility to ensure that Contractors performing work for us have health, safety and environmental practices in place, have a history of healthy safe work practices and are in compliance with Federal, State and Local requirements as well as District requirements where applicable.

### Policy

District staff shall implement a program to qualify, evaluate and memorialize safety performance of Qualifying Contractors performing Work for the District. The program shall include the following:

1. Prequalification or Qualification
2. Contract/Work Scope Requirements
3. Construction Management
4. Post Assessments

### Definitions

List definitions necessary to understand the policy statement (section above).

- A. Construction Management: A process by which the District will audit through documentation a Qualifying Contractor's safety practices to verify compliance with the Qualifying Contractor's policies and procedures.
- B. Contract/Work Scope Requirements: A process by which minimum safety requirements are determined and communicated to Qualifying Contractors during Prequalification or Qualification.
- C. Prequalification: A process by which the District performs an annual qualification of contractors who routinely perform or bid routine Work for the District.
- D. Post Assessments: A process by which a Qualifying Contractor's safety performance on a project is documented and archived for future reference.
- E. Qualification: Qualification requirements that define required Qualifying Contractor safety performance, policies and procedures specific to the Work being performed.

**Authority:** Not applicable

**Date Approved by Governing Board:** --/--/----

- F. Qualifying Contractor: Any contractor covered by the Occupational Safety and Health Administration. For the purposes of this policy any employer and their workers, excluding those that are self-employed, immediate family members of farm employers and workers whose hazards are regulated by another federal agency shall be considered a Qualifying Contractor.
- G. Work: For the purposes of this policy any work that requires a licensed contractor or involves installation, modification, repair or maintenance of District owned assets excluding work performed at the Qualifying Contractor's place of business.

#### Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Procedure #1: Prequalification
- B. Procedure #2: Contract/Work Scope Requirements
- C. Procedure #3: Construction Management
- D. Procedure #4: Post Assessments
- E. Procedure #5: Qualification

#### Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.



# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: APRIL 8, 2020  
SUBJECT: RETIREMENT PLAN AGREEMENTS

On October 11, 2019 Morgan Stanley informed me that the firm will no longer service certain government retirement accounts due to changes in firm policies. After much work and deliberation, on March 19, 2020 the LRD Governing Board voted unanimously to transition our retirement plan from Morgan Stanley to Empower Retirement, authorized me to execute various agreements as needed, and directed me to present the executed retirement plan to the Governing Board for review.

I am pleased to report that LRD staff, consultants, Morgan Stanley, and Empower Retirement are making good progress transitioning our retirement plan from Morgan Stanley to Empower Retirement. On the subsequent pages, you can see and review the agreements that have been executed thus far.

Information/Agreement/Notice Names: (page # corresponds to red page number at top center of page)

- Advised Assets Group Disclosure Brochure – page 1-16
- Privacy Notice – page 17-18
- Great-West Life Group Annuity Contract, Endorsement, Rider (stable value fund) – page 19-44
- RecordKeeping Administrative Services Agreement – page 45-69
- RecordKeeping Services Agreement Addendum – page 70-88 (includes 401 Addendum, Gov't Plans Addendum and Financial Path Addendum)
- Authorized Signers, Login Request Forms, and Payroll information (*removed from pdf due to sensitive information*)
- Enhanced Plan Services Election Form – page 89-90 (*we have elected not to allow loans from our Retirement Plan, i.e., the Loans box is not checked*)
- PartnerLink® Authorization Form – page 91-95 (*Frank Wan, BCA is identified as our fiduciary consultant*)
- Self-Directed Account Information – page 95-105 (*pages 100-101 checked boxes show which funds our retirement plan participants can invest in; unchecked boxes are not permissible investments in our retirement plan*)
- Automated Mandatory Distribution & IRA Provider Election Form – page 106-107
- Millennium Trust Automatic Rollover Services Agreement – page 108-113
- Empower Retirement Advisory Services Agreement – page 114-129
- Great-West Trust Company Custodial/Trust Agreements – page 130-147
- Default Fund Election Form – page 148-149 (*American Funds Target Date Funds remain our default investment fund where the fund is selected based on employee's year of birth*)
- Group Annuity Contract Application – page 150-151 (*This group annuity will serve as a stable value fund, which should provide an acceptable rate of return for participants' cash.*)
- Agreements/Service Signature Page – page 152-153

For security reasons, I have not provided the authorized signers and login request forms. Authorized signors will include all Governing Board members, Kara Fraraccio, and me. Kara will be the primary contact for administrative matters. Sue Bruce and Cheryl Cripe will be authorized to address payroll matters. Harvey Silverman is authorized as Plan Trustee. Bonni Jensen is authorized to address compliance matters. And, I am authorized as an officer, authorized signer, and as backup to Kara for addressing administrative matters.

These agreements have been reviewed and approved by Bonni Jensen, Esq. legal advisor for LRD retirement plan, Frank Wan fiduciary consultant to LRD, Kara Fraraccio, and me. There remain additional agreements that need to be executed as we continue this process. Therefore, I offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD ratifies the attached retirement plan agreements and directs the Executive Director to continue to transition the District’s Retirement Plan from Morgan Stanley to Empower Retirement, including executing necessary agreements.”**

## Item 1 – Cover Page

### ADVISED ASSETS GROUP, LLC

#### Disclosure Brochure for:

#### Online Investment Advice & Managed Account Service & Empower Retirement IRA

8515 East Orchard Road  
Greenwood Village, CO 80111

Telephone for Participants in Employer-Sponsored Retirement Plans:  
Telephone for Account Holders of the Empower Retirement IRA:

844-302-2448  
866-317-6586

March 30, 2020

This Brochure provides information about the qualifications and business practices of Advised Assets Group, LLC ("AAG"). Specifically, this Brochure provides information on the advisory services provided by AAG and sub-advised by Morningstar Investment Management, LLC ("Morningstar Investment Management"). If you have any questions about the contents of this Brochure, please contact us at 844-302-2448. The information in this Brochure has not been approved or verified by the Securities and Exchange Commission ("SEC") or by any state securities authority.

AAG is a registered investment adviser under the Investment Advisers Act of 1940 ("Advisers Act"). Registration of AAG does not imply any level of skill or training. Additional information about AAG is available on the SEC website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2 – Material Changes**

This section of the Brochure highlights and discusses any changes that were made since AAG's last update dated March 22, 2019. This Brochure was updated to bring sections current and to provide information clearly and concisely. There were no material changes to this Brochure from its last filing.

Additional information about AAG is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any person affiliated with AAG who is registered, or are required to be registered, as an investment adviser representative with AAG.

### Item 3 -Table of Contents

Item 2 – Material Changes .....	2
Item 3 -Table of Contents.....	3
Item 4 – Advisory Business.....	4
Item 5 – Fees and Compensation .....	8
Item 6 – Performance-Based Fees and Side –by Side Management .....	9
Item 7 –Types of Clients .....	9
Item 8 – Methods of Analysis and Investment Strategies .....	9
Item 9 – Disciplinary Information .....	11
Item 10 - Other Financial Industry Activities and Affiliations .....	11
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	13
Item 12 – Brokerage Practices.....	14
Item 13 – Review of Accounts.....	15
Item 14 – Client Referrals and Other Compensation .....	16
Item 15 - Custody .....	16
Item 16 – Investment Discretion .....	16
Item 17 – Voting Client Securities .....	16
Item 18 – Financial Information .....	16

#### **Item 4 – Advisory Business**

##### **Description of Advisory Firm**

AAG is, and has been a registered investment adviser under the Advisers Act since 2000 and submits notice filings with state securities divisions in all 50 states, the District of Columbia, Guam, US Virgin Islands and Puerto Rico. AAG contracts with the plan sponsors of employer-sponsored retirement plans (including 401(a), 401(k), 403(b) and 457 plans) to provide investment management and advisory services to participants within the plans. The plans for which AAG provides services receive recordkeeping services through Empower Retirement, LLC (“Empower Retirement”), the recordkeeping entity affiliated with AAG. AAG does not choose the investments offered in employer-sponsored retirement plans. AAG additionally makes available a suite of services to all account holders of the Empower Retirement IRA (“IRA account holder”, “account holder” or “individual”). More information - including an applicable Brochure - for all of the services offered by AAG can be obtained by contacting AAG at the number provided on the cover page of this Brochure or by visiting AAG’s website at: [www.advisedassetsgroup.com](http://www.advisedassetsgroup.com). AAG’s principal place of business is located in Greenwood Village, CO.

AAG is a wholly-owned subsidiary of Great-West Life & Annuity Insurance Company (“GWLA”), an insurance company domiciled in the State of Colorado. GWLA is a direct wholly-owned subsidiary of GWL&A Financial Inc. (“GWL&A Financial”), a Delaware holding company. GWL&A Financial is a direct wholly-owned subsidiary of Great-West Lifeco U.S. LLC. (“Lifeco U.S.”) and an indirect wholly-owned subsidiary of Great-West Lifeco Inc. (“Lifeco”), a Canadian holding company. Lifeco is a subsidiary of Power Financial Corporation (“Power Financial”), a Canadian holding company with substantial interests in the financial services industry. Power Corporation of Canada (“Power Corporation”), a Canadian holding and management company, has voting control of Power Financial. The Desmarais Family Residuary Trust, through a group of private holding companies that it controls, has voting control of Power Corporation.

##### **Types of Services**

AAG provides a full range of direct account holder-level and participant-level investment services (the “Services”) and indirectly through private-label arrangements with institutional partners. The Services include Online Advice (“OA”) and the Managed Account service (“MA Service”) or My Total Retirement (“MTR”). Other services that may be available to clients include Spend-Down Advice, Financial Planning Service and Retirement Income Projection Tools and Services. AAG provides its Services through a proprietary, computer-based software program, developed and maintained by Morningstar Investment Management.

In addition, AAG provides sub-advisory and technology services to outside adviser firms through our service called Advisor Managed Accounts (“AMA”). This service enables the AMA firms to offer their own investment advisory and management services within retirement plans serviced by Empower Retirement. The total sub-advised assets as of December 31, 2019 for this service totaled \$252,835,290.

There is no guarantee provided by any party that participation in any of the Services will result in a profit.

##### ***Morningstar Investment Management LLC***

Morningstar Investment Management is a registered investment adviser wholly-owned by Morningstar, Inc. and is not affiliated with AAG or any company that is affiliated with AAG. Morningstar Investment Management is located in Chicago, IL and a copy of its Form ADV Part 2A brochure may be obtained at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Morningstar Investment Management serves as an independent financial expert (“IFE”), in accordance with the Department of Labor *SunAmerica* Advisory Opinion 2001-09A, dated December 14, 2001 (the “SunAmerica Opinion”). Morningstar Investment Management uses its proprietary methodology to evaluate the available investment options in a retirement plan or IRA then develop an individualized investment strategy for plan participants and account holders. The plan, plan sponsor, plan fiduciary or IRA provider must select and maintain at all times investment options that cover broad asset categories. The investment options selected for the plan or IRA generally consists of a broad range of asset classes. For example, mutual funds in the fixed income/cash alternatives, bond, large cap, small cap, small/mid cap and international asset classes called “investment options” some of which may be proprietary funds of AAG’s affiliated investment company, Great-West Funds, Inc. or funds advised by AAG’s affiliated investment adviser, Putnam Investment Management, LLC. More information is provided in Item 10 – Other Financial Industry Affiliations. Item 8 of this Brochure discusses the general risks of investing; such risks associated with the investment options can vary significantly with each particular investment category and the relative risks of categories may change. Accordingly, AAG may make changes from time to time with regard to the availability of certain investment options. The fees, risks, plan sponsor/plan provider/participant/account holder responsibilities and limitations for each of these services are discussed in greater detail in this Brochure. Fees and expenses are also fully explained in the respective prospectus which accompanies each investment option, as applicable.

Certain of AAG’s Services rely on Morningstar Investment Management’s proprietary methodology which is based on a review of available quantitative data to analyze and screen the investment options within a plan. Morningstar Investment Management also applies qualitative analysis by investment professionals, such as evaluations of investment managers, portfolios and individual investments. The primary sources of information used by Morningstar Investment Management are the extensive databases and methodologies of Morningstar Investment Management and/or its affiliates, and interviews with investment managers. Other sources

include financial publications, annual reports, prospectuses, press releases, and filings with the SEC. Morningstar Investment Management combines this information with other factors—including actuarial data, stock market exposure, probability analysis, and mean-variance optimization—into a proprietary software program to analyze a complex set of market data and variables. The result is an advanced model that can provide investment recommendations and a projection of different outcomes. Using this model, Morningstar Investment Management develops an investment strategy tailored to your investment goals.

### **1. Online Advice Service**

AAG's OA service is also based on the software program developed by Morningstar Investment Management and provides the participant/account holder with retirement goal forecasting advice and fund-specific asset allocation recommendations tailored to the specific participant's/account holder's financial situation and retirement goals. OA is geared for individuals who wish to manage their own retirement account with the assistance of the service tools and investment advice.

OA provides the participant/account holder with a retirement goal forecast through the use of various assumptions and hypothetical financial and economic scenarios based on a variety of different factors such as historic returns, market volatility, cross-correlations, calculated risk premiums, interest rate fluctuations, inflation and market conditions and other factors; all of which have limitations, however. The individual can interact with OA to see how changes in the individual's decisions about their savings, expected retirement age, level of investment risk and retirement income goal may affect the system's forecast. Participants/account holders who enroll in OA are responsible for determining the portfolio allocation that is best suited for their needs and which meets their investment strategy.

The investment recommendations provided by OA are limited to the available investment options within the participant's specific retirement plan or in the Empower Retirement IRA. OA does not make any recommendations concerning investing in any individual stocks or other asset classes, including employer stock that may be an investment option under the participant's retirement plan.

### **Participant/IRA account holder Responsibilities**

Participant/account holders are responsible for making their investment decisions and may implement OA recommendations either online or by phone. Participants/account holders are also solely responsible for reviewing and updating the information they input in the OA service with respect to the completeness, accuracy and timeliness of the information. Participants/account holders should review their retirement accounts periodically to monitor changes in the market and the value of their investments. A failure by an individual to review and update their account information through OA may materially affect the content and value of the service.

### **Limitations on the Online Advice Services**

The recommendations provided through OA are estimates only based on the responses or other information provided by or about the participant/account holder. Neither AAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of such information. The OA service is also subject to the general market and financial conditions existing at the time of such usage.

The retirement goal forecast and investment recommendations provided by OA are not a guarantee of future results and are not a guarantee that a participant/account holder will achieve their retirement goals. OA should only be used by participants/account holders as a tool in their retirement planning and not as a substitute for their own informed judgment. Neither AAG nor Morningstar Investment Management has an obligation to update any information for a specific individual or to proactively contact the individual to obtain updated information. A failure by an individual to review and update account information through OA may materially affect the content and value of services received from AAG.

### **2. Managed Account Service**

AAG offers a discretionary managed account service ("Managed Account", "MA service" or "MTR"), a professional and flexible asset management program based on data resulting from the methodologies and proprietary software program developed and employed by Morningstar Investment Management. In the MA service, AAG has discretionary authority over the allocation of available investment options, without prior participant/account holder approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for individuals enrolled in the MA service.

The MA service designs a specific asset allocation portfolio for the participant/account holder that reflects the individual's retirement goals, life stages, specified risk constraint and overall financial situation, taking into consideration plan or IRA assets, and other assets and investments not included within the plan or IRA if provided by the individual specific to their account.

On a periodic (approximately quarterly) basis, individual accounts in the MA service are re-forecasted, which may include rebalancing and reallocating the individual's asset allocation portfolio in order to maintain alignment with the allocation percentages determined by Morningstar Investment Management through the use of various assumptions and hypothetical financial and economic scenarios based on a variety of different factors such as historic returns, market volatility, cross-correlations, calculated risk premiums, interest rate fluctuations, inflation, market conditions, and the personal financial circumstances of the participant/account holder.

Participants/account holders receive an account update and forecast statement annually and can update their personal information at any time by calling AAG at their plan's toll-free customer service number, or by visiting the appropriate website. Some plan providers may offer a guaranteed lifetime benefit withdrawal option to plan participants who are approaching retirement or are in retirement. If the plan provider offers this service and if the participant meets the retirement criteria established by the plan provider or plan sponsor, the investment strategy may include a suggested amount that can be withdrawn while striving to maintain income throughout retirement. It may also include information about allocating a portion of the managed account balance for the purchase of an annuity or other guaranteed income product.

### **Limitations on the Managed Accounts Service**

When participants/account holders enroll in the MA service, the individual must transfer and allocate their entire retirement account balance to the Managed Account. For participants, there is an exception of employer stock and employer directed monies. Partial management of a participant's/account holder's account whereby the individual is invested in other investment options, such as individual stocks, other asset classes outside of the available investment options, or self-directed brokerage accounts while also participating in the MA service is not an available alternative. Participant/account holder balances in any of these investment options or vehicles must be liquidated, subject to plan and/or investment provider restrictions, or the participant/account holder cannot be enrolled in the MA service. For participants, certain outside non-advisable assets may be permitted while also participating in the MA service; however, the participant's entire account balance that is advisable must be allocated to the MA service.

Once enrolled in the MA service, participants/account holders delegate certain account management functions to AAG including functionality for fund-to-fund transfers, change fund allocations, the dollar cost averaging tool and/or the rebalancer tool. However, individuals in the MA service retain full inquiry access to their account and may still request approval for loans or take a distribution withdrawal, if permissible. Participants/account holders may un-enroll at any time from the MA service and, once they do so, the participant/account holder resumes full responsibility for the investment management of their account. An individual may un-enroll online or by contacting an AAG investment adviser representative.

### **3. Spend-Down Advice**

Participants/account holders who are enrolled in any of AAG's Services discussed above are also provided with an additional feature of Spend-Down Advice based on Morningstar Investment Management's methodology, which provides the individual with retirement planning tools. The Spend-Down Advice illustrates how long the desired income may last in retirement and determines how much spendable income the participant/account holder may be able to sustain throughout their retirement years. The Spend-Down Advice provides both the amount and sources of income that can be spent throughout their retirement years. The services provided under Spend-Down Advice provide projections of spendable income and do not constitute investment advice under the Investment Advisers Act of 1940.

### **4. Financial Planning Service**

For certain plan clients and certain IRA account holders; AAG will provide individualized financial planning services to the participant/account holder. The participant/account holder is required to complete a financial assessment. Based on the information provided by the participant/account holder and/or the Plan Sponsor, AAG with the assistance of third party financial planning software will provide the participant/account holder with a customized, financial needs assessment. AAG's financial planning service is limited to providing the participant/account holder with a needs assessment. The information provided to the participant/account holder under this service is through a contractual arrangement with an unaffiliated third party vendor(s). In certain circumstances the vendor's financial planning tools may recommend the purchase of life insurance products; such recommendations are not specific to any insurance underwriter and do not constitute an offer to solicit or sale insurance products offered by AAG's affiliated insurance companies, including without limitation Great-West Life & Annuity Insurance Company ("Great-West") and Great-West Life & Annuity Insurance Company of New York ("GWL&ANY").

### **5. Retirement Income Projection Tools and Services**

AAG may offer online tools and services for participants/account holders to translate projected or actual retirement savings into estimated monthly retirement income. This interactive retirement planning service consists of various retirement income projection tools. These tools are informational in nature and do not reflect actual investment results and are not guarantees of future results; these tools do not constitute investment advice under the Investment Advisers Act of 1940.

### **Enrollment in AAG's Services**

#### **For Retirement Plan Participants:**

Plan providers and plan sponsors select the Service(s), i.e., OA and/or the MA service that are made available to plan participants and also the manner by which participants can authorize the Service(s). Participants must agree to the terms of a user agreement ("Terms of Service"), which terms may be amended by AAG from time to time, to use any of the Services. As part of a participant's enrollment in the



MA service, the participant receives a MA Welcome Kit shortly after enrollment. The participant additionally receives an Annual Kit, each year. Each kit provides the participant an update on their account and information on reaching their retirement goals.

In certain instances, Plan Sponsors may authorize AAG to enroll participants automatically in the MA service based on information provided to AAG by the Plan Sponsors. In such instances, current participants in the Plan receive the Terms of Service and are given a defined period of time in which to cancel or “opt-out” of the MA service without incurring an advisory fee (the “Free Period” or “Promotional Period”). Participants’ automatic enrollment in the Service by the Plan Sponsors is based upon personal financial information provided by the Plan Sponsor, including date of birth, salary, gender and state of residence. Participants are able to review this information either online or by contacting an AAG investment adviser representative; participants are solely responsible for reviewing the personal financial information they or their Plan Sponsor provide and for notifying AAG of any changes or updates to such information. Participants who are subsequently eligible for their employer-sponsored retirement plan or that otherwise elect to “opt-in” after the Free Look or Promotional Period concludes may not be eligible for a waiver of advisory fees otherwise available in the Free Look or Promotional Period.

#### **For Empower Retirement IRA Account Holders:**

The Services are available to all account holders of the Empower Retirement IRA. Account holders must agree to the Terms of Service prior to using any of the online services, which terms may be amended by AAG from time to time.

The advice and recommendations provided through the Services discussed in this Brochure are based on the responses or other information provided by or about the participant/account holder by the Plan Sponsor and/or the participant/account holder. Neither AAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of such information. The Services are also subject to the general market and financial conditions existing at the time of such usage. The retirement goal forecast and investment advice recommendations are not a guarantee of future results and are not a guarantee that a particular person will achieve their retirement goals.

#### **Termination of Services**

Participants/account holders may cancel their participation in OA or the MA service at any time. Participants/account holders utilizing OA must complete their cancellation online. Participants/account holders utilizing the MA service may either cancel online or by calling an AAG investment adviser representative at the toll-free customer service number.

After cancellation of the:

1. OA service, the individual will no longer have access to the online investment recommendations. Because AAG does not effect changes to the participant’s/account holder’s asset allocation and account balances, the individual’s balances will not be affected **unless and until** the individual affirmatively changes their asset allocation and balance after the cancellation of OA.
2. MA service, the participant/account holder will have the ability to make allocation and investment option changes to their account, usually by the next business day markets are open following cancellation of the MA service. Accordingly, the participant’s asset allocation will remain the same as established in the MA service **unless and until** the participant affirmatively changes his/her asset allocation after cancellation of the MA service.

#### **Participant/Account Holder Information**

The use and storage of any information, including, without limitation, an individual’s personal and non-public information, account number, password, identification, portfolio information, account balances and any other information available on an individual’s personal computer, is provided at the individual’s sole risk and responsibility. The individual is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or options services required for accessing and using electronic or automated services, and for all communications service fees and charges incurred by the individual in accessing these services. AAG shall not bear any responsibility for either errors or failures caused by the malfunction of any computer or communication systems or any computer viruses or related problems that may be associated with the use of the Services.

#### **Assets Under Management**

With respect to the services provided by AAG, as of December 31, 2019:

Discretionary investment management among all services:	\$ 46,855,489,772
Non-discretionary investment advisory services among all services in the amount of:	\$ 1,669,479,180
Total discretionary and non-discretionary investment management and advisory services in the amount of:	\$ 46,855,489,772

### Item 5 – Fees and Compensation

For employer-sponsored retirement plans, fees are subject to negotiation by the plan sponsor which may include plan-level pricing credits depending on the various option(s) selected by the plan for its participants. In some instances, if agreed to by the plan, the plan sponsors or recordkeeper may pay AAG's fees on behalf of plan participants. AAG reserves the right to offer discounted fees or other promotional pricing or to waive fees for any particular period of time subject to proper notification and disclosure.

#### 1. Online Investment Advice Service Fees

Participants who use OA may be charged a flat fee, if applicable. Alternatively, any applicable fee may be paid by the plan or plan sponsor. If a fee applies for OA it is generally \$25.00 per year, or \$6.25 per quarter, as specified in the participant's Terms of Service and/or the plan sponsor's agreement with AAG. Fees may be debited on a quarterly or monthly basis from participants' accounts based on the terms of service agreed upon by the plan sponsor. If the plan sponsor terminates the service agreement with the plan's recordkeeping service provider, the fees are debited through the date of such termination. Continued enrollment in OA by a participant will result in the participant's account being debited based on the applicable fee or the plan sponsor incurring the applicable fee on behalf of the participant. Unless a participant affirmatively terminates OA, or the plan sponsor terminates its recordkeeping service agreement, the fee will be assessed each quarter following the participant's initial use. The annual service fee pricing is unaffected by participants' frequency of use.

Empower Retirement IRA account holders who use OA may be charged an annual flat fee of \$25.00, debited quarterly at \$6.25 per quarter. Fees may be debited from IRA account holders' accounts on a quarterly or monthly basis based on the terms of service agreed upon by the account holder. If the IRA account holder terminates his/her Empower Retirement IRA, the fees are debited at the end of the billing cycle when the termination occurred. Continued enrollment in OA by an account holder will result in the account holder's account being debited the applicable fee.

#### 2. Managed Account Service Fees

##### For Employer-Sponsored Retirement Plan Participants:

Participants may be charged a fee for the MA service based on the Terms of Service with the participant and/or the plan sponsor's agreement with AAG. AAG may offer plans tiered pricing schedules based on the enrollment method the plan determines to use for offering or enrolling its participants in the MA service. Such options include, but are not limited to, pricing schedules based on the plan sponsor's selection of an "opt-out" versus "opt-in" enrollment methodology. Pricing schedules, as applicable, for each of the options are made available to the plan sponsors for which they may use to select the option for their employer-sponsored retirement plan.

Pursuant to the Terms of Service and/or the plan sponsor's agreement with AAG, the fee for the MA service is based upon a percentage of assets managed. The fee, as applicable, for the Managed Account service varies and is fully disclosed to participants prior to or at the time of enrollment in the enrollment disclosure materials provided to participants. In addition, the fee is disclosed to participants in the Terms of Service at the time the participant enrolls in the MA service. The maximum annualized fee that may be charged to a participant is 0.65% of the participant's account balance.

The advisory fee is debited from the participant's account following each applicable billing period, which is generally quarterly. If a participant cancels participation in the MA service at any time within a given billing period, pursuant to the participant's Terms of Service and/or the plan sponsor's agreement with AAG, the participant's fee is based upon a percentage of assets managed during the billing period and will be debited from the participant's account or paid by the plan sponsor according to AAG's agreement and procedures. If the plan sponsor terminates its service agreement with the plan's recordkeeping service provider, the participant's advisory fee is debited as of such date of termination or paid by the plan sponsor according to AAG's agreement and procedures.

##### For Empower Retirement IRA Account Holders:

IRA account holders are charged a quarterly fee for the MA service based upon a percentage of assets managed during the billing period:

Principal Account Balance	Quarterly Fee	Annualized Quarterly Fee
< \$100,000	0.1375%	0.55%
Next \$150,000	0.1125%	0.45%
Next \$150,000	0.0875%	0.35%
> \$400,000	0.0625%	0.25%

AAG reserves the right to offer current and new or prospective IRA account holders discounted fees or other promotional pricing or to waive fees for any particular period of time subject to proper notification and disclosure.

The advisory fee is debited from the account holder following each applicable billing cycle. If an account holder cancels their participation in the MA service or Empower Retirement IRA at any time within a given fee cycle, the fee is based upon a percentage of assets managed during the billing period and will be debited from the account according to AAG procedures.

3. Financial Planning Service Fees

Fees charged for financial planning services are negotiated on a plan-by-plan basis. In some instances the participant or account holder is assessed a fee for the financial planning services and in other instances, a plan sponsor may pay the fee on behalf of participants who use this service. Not all plans or IRAs are eligible to offer this service.

4. Retirement Income Projection Tools and Services

AAG does not charge a fee to plan sponsors, participants or IRA account holders for the retirement income projection tools and services.

5. Other Fees and Expenses

In addition to any previously negotiated and disclosed recordkeeper fees, commission payments and other administrative servicing fees and expenses for each plan, AAG may pay cash compensation or referral fees to unaffiliated firms for soliciting and referring plan sponsors and their participants to enroll in AAG's MA service.

Accounts invested in mutual funds, separate accounts, collective investment alternatives and other investments may be subject to other fees, typically imposed by such investments. Fees such as fund operating expenses or redemption fees may be imposed at the investment company level. Information about the fees imposed by specific investment choices is available in the fund prospectuses or offering memoranda for the securities. AAG may allocate member assets to funds or investment alternatives with these fees or costs. All securities transactions that occur as a result of the services provided by AAG as described in this Brochure are executed by GWFS Equities, Inc., for which it may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as program investment options.

A participant will pay advisory fees to AAG for the MA service and indirectly to GWCM if Great-West Funds are included in the retirement plan investment options. The fees paid to GWCM for management of the Great-West Funds are included in the fund share price.

**Item 6 – Performance-Based Fees and Side –by Side Management**

AAG does not charge any performance-based or side-by side management fees.

**Item 7 –Types of Clients**

AAG is engaged by plan sponsor clients to provide investment advice to participants in their retirement plans for which an affiliated entity provides recordkeeping services. Members must be considered residents of the United States, the U.S. Virgin Islands, Guam or Puerto Rico. The plan sponsor may apply additional restrictions for participation due to plan or regulatory requirements. AAG offers investment advisory and management services to account holders of the Empower Retirement IRA.

**Item 8 – Methods of Analysis and Investment Strategies**

The Services described in this Brochure are based on the proprietary asset allocation and retirement income projection methodologies developed by Morningstar Investment Management. The development of investment advice by Morningstar Investment Management involves the investment methodologies across the products and services described herein. Morningstar Investment Management or its affiliates focus on specific investment areas such as capital market assumptions and a valuation-driven approach to asset allocation.

**Analysis Methods**

In providing advisory services, Morningstar Investment Management reviews available quantitative data to analyze and screen the investment options within a plan. The portfolios are typically constrained to a universe of investment options defined by our client, which may include their affiliated investment products. The analysis will include quantitative analytics and fundamental research on the investment options available. Morningstar Investment Management draws on Morningstar's comprehensive database of fund and security analytics as well as utilizing portfolios information provided by the Institutional Client, if applicable. In some instances, Morningstar Investment Management works closely with the Institutional Client to identify and evaluate manager candidates for possible addition to or removal from the available investment universe.

Once the available data is identified, Morningstar Investment Management processes the data using a series of optimization routines. These optimization routines serve as a blueprint for how the asset classes are combined to help achieve an optimal portfolio for a given level of risk. The model portfolios include both equity and non-equity asset classes that are chosen to represent a broad range of investment categories available in a plan sponsor's retirement plan menu. The asset allocation process requires that there be significant benefit (generally through increased diversification) to adding the asset class to the model portfolios. In addition, investment options within the investment/plan menus must provide significant exposure to the desired asset class in order to be selected. The asset classes that are ultimately used will depend on the available investment options that are considered for the construction of the fund-level model

portfolios. In other words, Morningstar Investment Management will only recommend asset classes that can be fulfilled by an investment option or combination of investment options within the plan.

### Investment Strategy

If you are accumulating for retirement savings, the investment strategy is generally based on information such as managed account balance, expected retirement age, contribution rate and other preferences provided by the individual. If the individual has already retired, and if the plan provider offers a guaranteed lifetime withdrawal benefit program, the strategy is based on information such as the current account balance, additional cash flows and life expectancy. This retirement strategy may include some or all of the following:

**Retirement Income Goal (accumulation phase):** Morningstar Investment Management defines the retirement income goal as the projected amount of money that will be needed by the individual throughout retirement. This calculation is based on current income, adjusted to reflect the estimated dollar value at retirement age. Typically, Morningstar Investment Management uses an amount equal to 100% of take-home pay (although some plan providers may request a different rate, e.g., 80% of gross pay), and then project the value of that amount at retirement age to determine a retirement income goal. The individual has the option to change this projected retirement income amount.

**Income Outlook (accumulation phase):** Morningstar Investment Management defines the income outlook as a projection of the annual income that the individual may receive during retirement. This is based on an annualized view of the investment wealth accumulated, combined with social security benefits and any pension or other income provided to AAG.

**Total Retirement Income (in-retirement phase):** If your plan provider or plan sponsor offers the in-retirement services, Morningstar Investment Management defines total retirement income as the projected amount of money, typically at some level of probability that one can expect to receive on an annual basis in order to maintain income throughout retirement.

**IMPORTANT:** When Morningstar Investment Management determines the income projections described above, these projections are based on hypothetical performance data and do not represent actual or guaranteed results. Your projections may vary over time with each additional use of the service.

### Risk Strategy

Morningstar Investment Management determines a risk strategy based on several factors, such as current age and time until retirement, gender, salary, total current wealth, deferral rate, and retirement goals. If the individual has retired or is approaching retirement, and if they have the opportunity to purchase an annuity, the risk strategy also considers longevity and liquidity needs. The risk level corresponds to an asset mix, or the combination of mutual funds, commingled funds, separate accounts, exchange-traded funds, and cash alternatives, that will serve as the basis for the recommendations of specific funds appropriate for the individual.

### Estimated Tax

Morningstar Investment Management estimates federal, state income, and capital gains taxes based on marginal tax rate calculations. These calculations are used when Morningstar Investment Management conducts income simulations. Tax data is updated annually based on the United States Internal Revenue Code (IRC) and similar state tax data. Morningstar Investment Management uses income data for the individual, as well as their spouse/partner, to estimate federal and state tax exposure. The tax exposure is appropriately reduced for pre-tax deferrals, tax-deferred capital gains, and yield and distribution of Roth proceeds. Based on the information that the individual provides, Morningstar Investment Management provides an estimate of the tax exposure, but may not include all tax considerations. Please consult a tax adviser for a complete understanding of your tax situation.

### General Risks of Investing

Investing in securities involves risk of loss that clients should be prepared to bear. **Neither AAG nor Morningstar Investment Management or their affiliates guarantees that the recommendations will result in achieving the retirement income goal. Neither AAG nor Morningstar Investment Management or their affiliates can guarantee that negative returns can or will be avoided in any of the recommendations. An investment's future performance may differ substantially from its historical performance and as a result, may incur a loss. Past performance is no guarantee of future results. Additionally, the plan provider may make changes from time to time with respect to the investment options available in the plan.**

You should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. This is because market or other economic conditions that cause one category of assets to perform very well often cause another asset category to perform below average. Diversification does not guarantee investment returns and does not eliminate the risk of loss.

Below are some of the common factors that can produce a loss in a client's account and/or in a specific investment product, asset category or even in all asset categories –

- **Market Risk** – Stock and bond markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market or economic developments in the U.S. and in other countries. Market risk may affect a single company, sector of the economy, an entire country or geopolitical region, or the market as a whole, and may impact stock and or bond markets in unanticipated and different ways.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry.
- **Capitalization Risk;** Small-cap and mid-cap companies may be hindered due to limited resources or less diverse products or services, and their stocks have historically been more volatile than the stocks of larger, more established companies.
- **Category or Style Risk:** During various periods of time, one category or style may underperform or outperform other categories and styles.
- **Credit Risk;** Credit risk is the risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and, thus, impact the performance of the issue – and any mutual fund or exchange-traded fund which holds it.
- **Interest Rate Risk:** The market value of a debt security is affected significantly by changes in interest rates. When interest rates rise the security's market value declines and when interest rates decline market values rise. The longer a bond's maturity the greater the risk and the higher its yield; conversely, the shorter a bond's maturity the lower the risk and the lower its yield.
- **Inflation Risk:** When any type of inflation is present, purchasing power may be eroding at the rate of inflation.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This relates primarily to fixed income securities.
- **Exchange-traded funds:** Exchange-traded funds present market and liquidity risks, as they are listed on a public securities exchange and are purchased and sold via the exchange at the listed price, which price will vary based on current market conditions and may deviate from the net asset value of the exchange-traded fund's underlying portfolio. There may also be a lack of an active market for certain funds, and/or losses from trading in secondary markets.
- **Target Date Funds:** Generally, the asset allocation of each target date fund will change on an annual basis with the asset allocation becoming more conservative as the fund nears the target retirement date. The target date is the approximate date when investors plan to start withdrawing their money. The principal value of the fund(s) in a plan's lineup is not guaranteed at any time, including at the time of target date and/or withdrawal.
- **An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency.** Although some money market funds such as U.S. Government money market funds strive to preserve the value of the investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Additionally, other money market funds may operate under new rules and regulations permitting such funds to have a "floating" value per share which may be more or less than \$1.00 per share depending on market conditions, as well as impose liquidity/redemption fees for large or frequent withdrawals.

For more complete information about any of the mutual funds or investment product available within the retirement plan, please contact your retirement plan service provider.

#### **Risks Associated With Particular Types of Securities**

Neither AAG nor its sub-advisers recommend a particular type of security. The plan sponsor or its agent is responsible for determining the retirement plan's menu of investment options. It is the participant's/account holder's responsibility for reading all disclosure and related materials, including prospectuses, statements of additional information and other similar material.

#### **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of AAG or the integrity of AAG's management. AAG has no legal or disciplinary event to report relative to this Item.

#### **Item 10 - Other Financial Industry Activities and Affiliations**

AAG is not a registered broker-dealer. However, due to the organizational structure of AAG's parent company, Great-West, certain registered representatives of GWFS are also supervised persons of AAG and are required to comply with AAG policies and procedures when acting in that capacity. AAG and its management persons are not, and do not have an application pending to register as, a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

### Other Financial Industry Affiliations

AAG has arrangements that are material to its advisory business or its clients/participants/account holders with the related entities shown below. These related entities may receive certain fees that are unrelated to AAG's fees for its Services.

#### Insurance Companies

*Great-West Life & Annuity Insurance Company* is an insurance company domiciled in the State of Colorado ("Great-West"). AAG is a wholly-owned direct subsidiary of Great-West. Great-West, pursuant to various agreements, may provide investment products, recordkeeping and other administrative services through its affiliates, Empower Retirement, LLC and Great-West Financial Retirement Plan Services, LLC (collectively, "Empower Retirement").

*Great-West Life & Annuity Insurance Company of New York* is an insurance company domiciled in the State of New York ("GWL&ANY"). AAG is an affiliate of GWL&ANY through common ownership in which Great-West is the sole owner of both AAG and GWL&ANY. GWL&ANY, pursuant to a various agreements, may provide investment products and administrative services through its affiliate, Empower Retirement, to retirement plans for which AAG may also provide its services.

#### Broker-Dealer

*GWFS Equities, Inc. ("GWFS")*, an affiliate of AAG, is a registered limited broker/dealer and wholly-owned subsidiary of Great-West through which trades are executed. GWFS may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants for which AAG may also provide its services. All transactions which occur as a result of participation in the Service are executed by GWFS for which GWFS may receive compensation in the form of 12b-1 fees or other compensation from the mutual fund companies or from the other investments that may be available as investment options.

#### Trust Companies

*Great-West Trust Company, LLC ("GWTC")* is a trust company and affiliate of AAG. GWTC is a wholly-owned subsidiary of Great-West. GWTC is chartered under the laws of the State of Colorado. GWTC may provide discretionary or directed trustee and/or custodial services for AAG's clients. GWTC also serves as the trustee for certain collective investment trusts which may be available as investment options and is the custodian of all Empower Retirement IRA accounts.

#### Investment Company

*Great-West Funds, Inc.* is an investment company registered under the Investment Company Act of 1940 and affiliated with AAG. Great-West Funds may provide investment products to retirement plans and IRAs for which AAG may also provide its services. Great-West Funds is managed by Great-West Capital Management, LLC as discussed below. Shares of Great-West Funds may be available for purchase by retirement plans advised by AAG or to account holders of the Empower Retirement IRA.

#### Investment Advisers

*Great-West Capital Management, LLC ("GWCM")*, an affiliate of AAG, is an investment adviser for Great-West Funds and is registered under the Investment Advisers Act of 1940. It is a wholly-owned subsidiary of Great-West. AAG provides managed account, guidance, and advice services to participants in certain defined contribution plans and to account holders of the Empower Retirement IRA which may have as investment options certain portfolios of Great-West Funds managed by GWCM.

*Putnam Investment Management, LLC* is a registered investment adviser ("PIM"). AAG is under common control with PIM and is an affiliate of PIM. Shares of Putnam mutual funds managed by PIM may be available for purchase by retirement plans or by account holders of the Empower Retirement IRA who invest in the Portfolios of the Great-West Funds or underlying funds managed by PIM. PIM also serves as the sub-adviser to the Great-West Putnam High Yield Bond Fund and the Great-West Putnam Equity Income Fund; both Funds under investment management with GWCM.

*Irish Life Investment Management, Limited* – a Dublin, Ireland based, SEC registered investment adviser. ILIM is part of the Great-West Lifeco, Inc. ("GWL") group of companies; GWL has operations in Canada, the United States, Europe and Asia through ownership of various companies including Great-West and PIM. AAG is wholly-owned subsidiary of Great-West which in turn is an indirect, wholly owned subsidiary of GWL which controls ILIM. ILIM manages the index series of GW Funds.

The affiliated companies of AAG, GWCM, GWFS, Great-West, GWL&ANY, Great-West Funds, Empower Retirement, and GWTC operate under the multiple brands of "Great-West Financial", "Great-West Investments", "Empower", "Empower Retirement" and "Empower Institutional" depending upon the products, services and retirement markets involved. These brands do not materially affect the internal structure of AAG or AAG's corporate ownership.

#### Conflicts of Interest

The investment options available in a plan are generally established by the plan sponsor/client through which our services are delivered. In some cases, the plan investment options may include or be comprised solely of affiliated investment options of the institutional client



or of AAG. AAG does not receive compensation from its parent company or any of its affiliates as a result of these allocations. AAG has a relationship with Morningstar Investment Management wherein Morningstar Investment Management acts as sub-adviser for the advisory services. AAG has entered into an agreement with Morningstar Investment Management which, among other things, provides for the receipt of advisory services fees for providing such services to retirement plan clients. AAG mitigates these conflicts of interest related to affiliated investment options by utilizing Morningstar Investment Management as sub-adviser who remains independent from AAG and its related persons with respect to their methods of analysis and investment strategies.

Conflicts relating to fund recommendations: The Services operate by recommending or allocating a user's assets to funds available within a plan or IRA. The funds available for AAG's recommendations within a plan or IRA are generally established by the plan sponsor/client through which the Services are delivered, or the custodian of the IRA platform, rather than by AAG. In some cases, the investment options may include or be comprised solely of investment options sponsored by AAG's affiliates. In other cases, the investment options may make third party payments described below. When this occurs, AAG's affiliates may receive additional compensation as a result of AAG's recommendations or allocations. These forms of additional affiliate compensation are:

- *Proprietary investment funds.* AAG's affiliates offer proprietary investment funds, and AAG may recommend or allocate your assets to our affiliates' proprietary investment funds, such as proprietary mutual funds and collective investment trusts. These proprietary investment funds generate additional investment management fees to AAG's family of companies. This is because AAG's affiliates provide investment management services to the proprietary fund itself, for service like administering, managing, and supervising these funds. For example, a plan participant using the Services will pay advisory fees to AAG and indirectly to GWCM if Great-West Funds are included in the retirement plan investment options, and AAG recommends an allocation to a Great-West Funds product. The fees paid to GWCM for management of the Great-West Funds are included in the fund share price.
- *Proprietary insurance products.* AAG's parent company, Great-West, offers proprietary insurance products for investment. AAG may recommend or allocate your assets to different types of Great-West insurance products and funding agreements. The majority of Great-West insurance products are annuity contracts that are structured either as a "general account" product or as a "separate account" product. If you invest in a general account product, which is an insurance product backed by the general account of an insurance company, AAG's affiliates generate revenue by retaining spread, which is the difference between actual earnings on contracts offered by the insurer, and the crediting rate declared and guaranteed by the insurer through the contract. AAG's affiliates may also receive different types of fee income if you invest in the general account or separate account products, as well as other third party payments associated with investments held in the separate account.
- *Third Party Payments.* AAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.

*Conflicts related to increased use and promotion of the Services.*

- *Increased advisory fee income.* AAG's representatives may recommend that you use the Services. If you enroll in certain Services, AAG will earn additional compensation, since you will pay fees to use these Services.
- *Increased affiliate fee income.* When you use the Services, AAG may recommend you increase contributions or utilize other savings or investment strategies. AAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment and other related services to retirement plans and to IRA products. If you pay for these various related services through an arrangement where our affiliates charge a direct fee, AAG's affiliates may receive additional fees for these services as a result of AAG's recommendations, because you may contribute, invest, or transact in more assets with AAG's family of companies.
- *Representative Compensation.* AAG has authorized GWFS, an affiliate of AAG, and its licensed agents and registered representatives who are Great-West employees (collectively referred to as "Agents") to solicit, refer and market AAG's services. In addition to their salary, such Agents may earn bonus compensation based upon engaging plan sponsors to offer AAG's services. Other Agents and AAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in AAG's Services. Compensation paid to Agents or AAG representatives does not increase the fees paid by the plan, plan sponsor, participants and/or account holders.

#### **Other Business Activities**

Certain senior managers and officers of AAG may also serve as executive officers of AAG's parent company, Great-West and other affiliates of AAG.

#### **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

##### **AAG's Code of Ethics**

AAG has adopted a written Code of Ethics (the "Code") in compliance with Rule 204A-1 of the Investment Advisers Act of 1940 ("Advisers Act"). The Code sets forth standards of business conduct expected of advisory personnel and require AAG's advisory personnel, referred to as "Supervised Persons" and, in some cases, as "Access Persons." Access Persons are required to report their personal securities holdings and transactions in accordance with the Advisers Act. AAG's Supervised Persons are required to comply with AAG's Code of

Ethics. A copy of the Code will be provided to current or prospective clients, upon request. AAG's Code includes but is not limited to such topics as:

- Fiduciary responsibility to clients;
- Compliance with federal securities laws;
- Protection and safeguarding of confidential information;
- Giving and receiving gifts, gratuities and entertainment;
- Political contributions;
- Reporting and monitoring personal securities transactions;
- Avoiding and disclosing conflicts of interest, and;
- Reporting violations of the Code.

#### **Personal Trading**

AAG's Code requires pre-clearance of certain securities transactions. Officers, managers, and certain employees of AAG (collectively, "Access Persons") may trade for their own personal accounts in securities which are recommended to and/or purchased for AAG's advisory clients. However, because the Code would permit Access Persons to invest in the same securities as clients in some circumstances, there is a possibility that employees could benefit from market activity by a client in a security held by an Access Person. As a result, trading is continually monitored in accordance with the Code and federal securities laws. AAG's Code is intended to ensure that the personal securities transactions and the outside business activities of AAG's Access Persons do not interfere with making decisions in the best interest of advisory clients.

#### **Principal Trading**

AAG has adopted a policy and practice not to engage in any principal transactions. AAG holds no investments for its own accounts which could be bought from, or sold to, an advisory client. In the event of any change in AAG's policy, any such change must be approved by management and any principal transactions would only be permitted after meeting the review and approval requirements described under the anti-fraud section of the Advisers Act.

#### **Participation or Interest in Client Transactions**

##### *Affiliate GWFS Effects Securities Transactions for Advisory Clients*

Registered representatives of GWFS may provide wholesaling, direct sales, enrollment, and/or communication services to retirement plans and their participants for which AAG may also provide its services. In return, GWFS or Great-West RPS may receive fees from either the plan or the investment provider (fund families). All securities transactions which occur as a result of the services provided by AAG as described in this Brochure are executed by GWFS. GWFS may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as plan or IRA investment options. In all instances, AAG's affiliation with these entities is disclosed. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software and not determinations made by AAG. The compensation paid by AAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with AAG and GWFS, AAG does not believe there is a conflict of interest.

#### **Affiliate Great-West or GWL&ANY Proprietary Investments**

Investment options into which participant or accountholder assets may be allocated, pursuant to the OA or the MA services may be through a fixed and variable deferred annuity issued by Great-West or GWL&ANY. Because Morningstar Investment Management is unaffiliated with AAG, Great-West, GWL&ANY and their affiliates, AAG does not believe there is a conflict of interest. However, in all instances, AAG's affiliation with Great-West and/or Great-West's affiliates, as applicable, will be disclosed.

#### **Item 12 – Brokerage Practices**

##### **Brokerage Selection; Best Execution**

For retirement plans or the Empower Retirement IRA, the plan sponsor, its agent, or the IRA platform provider selects the broker-dealer used by the retirement plan and determines the reasonableness of the compensation. AAG does not select or recommend broker-dealers for stock transactions or self-directed brokerage accounts and does not determine the reasonableness of broker-dealer's compensation. Transactions recommended by Morningstar Investment Management for the Service are processed by AAG's affiliated recordkeeper, Empower Retirement, and generally executed through GWFS.

##### **Soft Dollar Practices**

AAG, as a matter of policy, does not utilize research, or other products or services from third parties in connection with client securities transactions on a soft-dollar commission basis.

##### **Directed Brokerage**

The plan sponsor may elect to offer brokerage services to participants in the retirement plan. AAG does not participate in such decisions



and does not provide recommended portfolios or investment recommendations on assets held in a brokerage account under the retirement plan.

#### **Trade Aggregation**

AAG does not bunch orders or engage in block trades to execute equity orders for clients as client accounts, generally, are held in trust per regulatory requirements. Further, most trades are mutual funds where trade aggregation does provide any additional client benefits.

#### **Item 13 – Review of Accounts**

Personnel of AAG, at least annually, review the methodologies used by Morningstar Investment Management to power the OA and MA services to ensure that they are consistent with investment advisory best practices, current technology, applicable law and the terms of the agreement between AAG and Morningstar Investment Management.

Neither AAG nor Morningstar Investment Management review the personal financial information of participants/account holders as provided by the participant/account holder or the Plan Sponsor and do not assume responsibility for any incomplete or erroneous information. Such information, which includes date of birth, salary, gender and/or state of residence, must be reviewed periodically by the participant and/or the Plan Sponsor or the account holder who in turn are responsible for notifying AAG of any changes, errors or omissions to such information.

AAG conducts the following review of its clients' accounts:

#### **Online Advice Service**

AAG does not conduct review of its participant's/account holder's accounts in respect to investment oversight, monitoring, or rebalancing. Participants/account holders receive from AAG investment recommendations based on the investment options as provided in their specific retirement plan or in the Empower Retirement IRA. **It is the responsibility of OA clients to review and update their accounts to adjust for changes in the investments they own and to determine whether the recommendations are suitable for their particular investment needs. OA clients should also review and update their accounts should significant changes occur in their personal circumstances.**

#### **Managed Account Service**

Under the MA service, participant/account holder assets in the investment options are monitored, rebalanced and reallocated on a periodic (approximately quarterly) basis by AAG, based on Morningstar Investment Management's software program. On an annual basis, based on the individual's birth date, those enrolled in the MA service will receive an Annual Kit containing an account update and forecast statement. Morningstar Investment Management updates their capital market assumptions underlying their methodology used to construct the asset classes, on at least an annual basis and then makes changes to the portfolio allocations, as necessary based on updated assumptions. The portfolios are also monitored on a regular basis on current portfolio allocations and adjustments are made as necessary.

#### **Financial Planning Service**

AAG does not verify or review the information provided by the individual and/or the plan sponsor which is used to provide the individual with the financial needs assessment. The individual and/or plan sponsor is responsible for providing accurate and comprehensive information and the individual is responsible for reviewing their personal financial circumstances and updating their information with any material changes.

#### **Reporting to Clients**

Participants/account holders enrolled in the MA service receive a MA Welcome Kit shortly after enrollment, an account update at least annually, and a forecast statement annually. Participants/account holders enrolled in OA can review their accounts and generate their own reports at any time. Individuals are encouraged to update their personal information or make changes to investment options online or via the appropriate toll-free customer service number at any time should a significant change occur in their personal circumstances. In addition, all individuals receiving Services are provided quarterly account statements generated by the plan's recordkeeper.

AAG communicates regularly, either orally or in writing, with plans and/or plan sponsors to report participant utilization of the services. AAG also contributes to reporting for plan sponsors, including periodic reports and performance information such as the Fund Performance Review ("FPR"), which includes information about a client's investment options, fund list, portfolio holdings and asset allocation strategy, among other things, as applicable. The nature and frequency of other communications with plan sponsors depends on the terms of the agreement between AAG and the plan or plan sponsor. AAG also communicates with plan sponsors upon their request.

**Item 14 – Client Referrals and Other Compensation**

AAG does not pay cash or other compensation to outside solicitors for referrals to the Empower Retirement IRA.

AAG may pay cash compensation or referral fees to unaffiliated firms for soliciting and referring plan sponsors and their participants to enroll in AAG's Services. Any compensation paid by AAG for solicitation activities is pursuant to a written agreement and is paid in compliance with Rule 206(4)-3 of the Advisers Act.

AAG has authorized GWFS, an affiliate of AAG, and its licensed agents and registered representatives who are Great-West employees (collectively referred to as "Agents") to solicit, refer and market AAG's services. In addition to their salary, such Agents may earn bonus compensation based upon engaging plan sponsors to offer AAG's services. Other Agents and AAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in AAG's Services. Compensation paid to Agents or AAG representatives does not increase the fees paid by the plan, plan sponsor, participants and/or account holders.

**Item 15 - Custody**

AAG does not maintain actual custody of its clients' cash, bank accounts, or securities. Pursuant to Rule 206(4)-2 of the Advisers Act as amended, AAG is deemed to have constructive custody with respect to certain client funds and securities because an affiliated party is the custodian and directed or discretionary trustee of certain retirement plan accounts. In addition to annual audits, these accounts, are subject to surprise verifications by an independent public accountant each year, as required by Rule 206(4)-2. If applicable, AAG's clients receive periodic account statements (at least quarterly) from their custodian and should carefully review these statements. Certain clients may have assets held by unaffiliated custodians.

**Item 16 – Investment Discretion**

AAG provides discretionary investment management services for those plan participants/account holders who enroll and participate in the MA service; AAG does not offer or engage in discretionary investment services for OA.

The MA service is a professional, flexible asset management program based on data resulting from the methodologies and proprietary software program developed and employed by its IFE, Morningstar Investment Management. To provide the MA service to plan participants and IRA account holders, AAG retains discretionary authority over the allocation of available investment options without requiring prior approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for plan participants enrolled in the Managed Account service.

**Item 17 – Voting Client Securities**

AAG does not assume the responsibility to provide assistance or vote proxies or other issuer communications regarding your Account, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

**Item 18 – Financial Information**

As previously discussed, under certain circumstances AAG has discretionary authority over certain client funds and securities. Accordingly, AAG is required to disclose information about AAG's financial condition that is reasonably likely to impair AAG's ability to meet contractual commitments to its clients. AAG has no financial commitment that impairs its ability to meet contractual commitments to its clients, nor has AAG been the subject of a bankruptcy proceeding. Further, AAG does not require or solicit prepayment of fees in excess of \$1,200 per client more than six months in advance.

Not an Offer to Purchase or Sell Securities. This information contained in this Brochure, including for example information regarding Great-West Funds, Inc., is for disclosure and other informational purposes only and is not an offer to sell or a solicitation of an offer to buy any securities, and may not be relied upon in connection with the purchase or sale of any security.



## PRIVACY NOTICE

REV 9/2019

<b>FACTS</b>	What does Great-West Life & Annuity Insurance Company (Empower Retirement) do with your personal information?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances.</li> <li>• Retirement assets and transaction history.</li> <li>• Employment information and income.</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower Retirement chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER RETIREMENT SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>QUESTIONS?</b>	Call toll-free at 833-346-7283 or go to <a href="http://www.empower-retirement.com/privacy">www.empower-retirement.com/privacy</a>
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WHO WE ARE	
<b>Who is providing this notice?</b>	Companies owned by Great-West Life & Annuity Insurance Company. A list of companies is provided at the end of this notice.
WHAT WE DO	
<b>How does Empower Retirement protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
<b>How does Empower Retirement collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Provide account information or apply for a loan.</li> <li>• Enter into an investment advisory contract or seek advice about your investments.</li> <li>• Tell us about your investment or retirement portfolio.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you.</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with the Empower, Empower Retirement or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and FASCore, LLC.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Empower does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Empower doesn't jointly market.</li> </ul>
WHO IS PROVIDING THIS NOTICE?	
Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (US operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); FASCore, LLC; Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; and Great-West Trust Company, LLC	

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**

A Stock Company

8515 East Orchard Road, Greenwood Village, CO 80111

*For inquiries, information or resolution of complaint, call 1-877-694-4015*


**Group Unallocated Fixed Deferred Annuity Contract**  
**("Contract")**  
*Non-Participating*

PLAN SPONSOR	<b>Loxahatchee River Environmental Control District</b>
CONTRACTHOLDER	<b>Loxahatchee River Environmental Control District and Great-West Trust Company, LLC</b>
PLAN	<b>Loxahatchee River Environmental Control District Money Purchase Plan and Trust</b>
CONTRACT NUMBER	<b>100096-01</b>
CONTRACT DATE	March 31, 2020 or the later of the dates signed by all parties.

Great-West Life & Annuity Insurance Company ("Great-West") agrees to pay annuity benefits provided by this Contract, subject to its terms and conditions. The provisions on the following pages, together with the application for this Contract, and other documents referenced in Section 10.2, are part of this Contract.

Signed for Great-West Life & Annuity Insurance Company and effective on the Contract Date.

  
 Secretary

  
 President

This Contract is a legal contract between Contractholder, Plan Sponsor and Great-West Life & Annuity Insurance Company. PLEASE READ THIS CONTRACT CAREFULLY.

## TABLE OF CONTENTS

<b>SECTION 1. DEFINITIONS .....</b>	<b>4</b>
<b>SECTION 2. OWNERSHIP PROVISIONS .....</b>	<b>6</b>
2.1 Ownership of the Contract .....	6
2.2 Transfer and Assignment .....	6
2.3 Trust .....	6
<b>SECTION 3. CONTRACTUAL ACCOUNT VALUE .....</b>	<b>7</b>
3.1 Contractual Account Value .....	7
3.2 Transaction Date .....	7
<b>SECTION 4. CONTRIBUTIONS AND DEPOSITS .....</b>	<b>8</b>
4.1 Contributions .....	8
4.2 Limitations on Salary Reduction Contributions .....	8
4.3 Deposits .....	8
4.4 Allocation of Contributions and Deposits .....	8
<b>SECTION 5. CONTRACT CHARGES AND FEES .....</b>	<b>9</b>
5.1 Contract Termination Charge .....	9
5.2 Service Charges and Fees .....	9
5.3 Contract Series Charge .....	9
5.4 Payment of Charges and Fees .....	9
<b>SECTION 6. PARTICIPANT-, ALTERNATE PAYEE-, AND BENEFICIARY-DIRECTED TRANSFERS AMONG INVESTMENT OPTIONS OFFERED BY THE PLAN .....</b>	<b>10</b>
<b>SECTION 7. PAYMENTS TO PLAN SPONSOR FOR DISTRIBUTIONS .....</b>	<b>11</b>
7.1 Distribution Requirements .....	11
<b>SECTION 8. BENEFIT PAYMENT OPTIONS .....</b>	<b>12</b>
8.1 Plan Sponsor Requests for Distributions for Participants, Beneficiaries or Alternate Payees .....	12
8.2 Conditions of Payment .....	12
8.3 Lump Sum Payment Option .....	12
8.4 Periodic Payment Options .....	12
8.5 Annuity Payment Options .....	12
8.6 Election of Annuity Options .....	13
8.7 Misstatement of Age .....	13
8.8 Great-West's Liability .....	13
<b>SECTION 9. CONTRACT TERMINATION .....</b>	<b>15</b>
9.1 Notice of Contract Termination and Selection of Termination Option(s) .....	15
9.2 Contract Termination Provisions .....	15
9.3 Contract Termination due to Plan Termination .....	15
<b>SECTION 10. GENERAL PROVISIONS .....</b>	<b>16</b>
10.1 Contract .....	16
10.2 Entire Contract .....	16
10.3 Contract Modification .....	16
10.4 Modification of Fixed Account Options .....	16
10.5 Restorations .....	17
10.6 Plan Provisions .....	17
10.7 Non-Participating .....	17
10.8 Currency and Contributions and Deposits .....	17
10.9 Notices .....	17
10.10 Disclaimer .....	17

10.11 Representations.....	17
10.12 Non-Waiver.....	17
10.13 Information.....	18

## SECTION 1. DEFINITIONS

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**Administrative Offices** – 8515 East Orchard Road, Greenwood Village, CO 80111.

**Alternate Payee(s)** – any spouse, former spouse, child or other dependent of a Participant or any other person recognized under applicable law or Court Order as having a right to receive all or a portion of the benefit payable under a Plan with respect to such Participant.

**Annuitant** – the person for whom an annuity is purchased, and upon whose life the payment of the annuity is based.

**Annuity Commencement Date** – the date on which annuity payments begin.

**Applicable Tax** – the amount of tax charged by a state or other governmental authority.

**Beneficiary(ies)** – a person or entity designated by the Participant or under the terms of the Plan to receive all or a portion of the amount in the Contractual Account attributable to a Participant upon his or her death.

**Business Day** – any day and during the hours on which the New York Stock Exchange is open for trading. Except as otherwise provided in this Contract, in the event that a date falls on a non-Business Day, the date of the succeeding Business Day will be used.

**Code** – the Internal Revenue Code of 1986, as amended, and all related laws and regulations which are in effect during the term of the Contract.

**Contract Date** – the effective date of this Contract listed on the first page of this Contract.

**Contractholder** – The entity referenced on the cover page of this Contract that holds this Contract. For certain plans, the Contractholder also may be the Plan Sponsor.

**Contractual Account** – The Plan's aggregate amount in the Fixed Account(s).

**Contractual Account Value** – The sum of all amounts credited to the Contractual Account, less the sum of all amounts withdrawn from that account, reflecting amounts in the Fixed Account(s).

**Contributions** – salary reduction contributions, Participant after-tax contributions, employer contributions, or other contributions made by the Plan Sponsor to the Plan on behalf of a Participant under the Code.

**Court Order** – An order of a court of competent jurisdiction, such as a qualified domestic relations order that: (i) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Plan Participant; (ii) complies with applicable requirements of the Code and/or ERISA; and (iii) is approved by the Plan Sponsor or its designee.

**Deposits** – to the extent permitted under the Plan type, Participant initiated rollovers, plan to Plan transfers, Transfers, or other amounts, other than Contributions.

**Distributions** – amounts paid to the Contractholder on behalf of a Participant, Beneficiary or Alternate Payee, pursuant to the terms of the Plan and the Code.

**ERISA** – Employee Retirement Income Security Act of 1974, as amended.



**Fixed Account** – an investment option, the assets of which are part of the General Account of Great-West.

**Fixed Account Value** – the sum of the amounts in the Fixed Account(s).

**General Account** – Great-West's assets other than those held in any segregated investment account.

**Good Order** – A notice or instruction from a person authorized to initiate a transaction that is received by Great-West at our Administrative Offices, utilizing such forms as we may require, and that contains all information, documentation, and instructions necessary for Great-West to process such transaction.

**Great-West (we, us, our)** – Great-West Life & Annuity Insurance Company, located at the Administrative Offices at the address shown under this Section 1.

**Participant** – an individual eligible to participate in the Plan.

**Payee** – a person entitled to receive all or a portion of the value of the Participant's interest in the Contractual Account.

**Plan** – A retirement program that an employer offers to its employees that is funded in part by this Contract. Each Plan must meet the applicable requirements of Code §401(a) or §457(b), as applicable.

**Plan Sponsor** – an entity maintaining the Plan on behalf of Participants, Alternate Payees and Beneficiaries. In a multiple employer plan, the Plan Sponsor shall be considered the entity maintaining the multiple employer plan on behalf of participating employers and the participating employers Participants, Alternate Payees and Beneficiaries. If the Plan is intended to qualify under Code §457(b), the Plan Sponsor must be an eligible employer described in Code §457(e)(1)(A).

**Request(s)** – inquiry or instruction that is/are: (1) received by Great-West at its Administrative Offices in Good Order; and (2) submitted in accordance with the provisions of this Contract, or as required by Great-West. The Request is subject to any action taken by Great-West before the Request was processed.

**Start-Up Costs** – the amounts incurred by Great-West in acquiring and implementing the Plan, which may include but are not limited to restorations, commissions or other costs, if applicable.

**Transfer(s)** – the reinvestment or exchange by the designated Plan recordkeeper of all or a portion of the Participant's interest from one investment option or provider under the Plan to another.

## **SECTION 2. OWNERSHIP PROVISIONS**

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### 2.1 Ownership of the Contract

Contractholder is the owner of the Contract and is identified on the first page of the Contract. The Plan Sponsor and the Contractholder have certain rights, responsibilities and privileges as set forth under this Contract. For certain Plan types, the Contractholder also may be the Plan Sponsor. Please see applicable tax endorsement attached to this Contract, which endorsement pertains to your specific type of Plan.

### 2.2 Transfer and Assignment

The interests of the Contractholder and the Plan Sponsor under this Contract are nontransferable and may not be waived, relinquished or assigned, sold, pledged, charged, encumbered, or in any way alienated, except as may be permitted under the Code, by law, or by applicable Court Order. If, however, the Plan is consolidated or merged with another retirement plan, or if the assets and liabilities of the Plan are transferred to another retirement plan or are acquired by another plan sponsor, this Contract may be assigned to the new plan sponsor and/or trustee.

### 2.3 Trust

The Contract may be used in lieu of a trust agreement for purposes of satisfying Code sections 401(a), 401(f) and 457(g) and no portion of the amount contributed to the Contract, plus earnings thereon, may be used for or diverted to any purpose other than the exclusive benefit of Participants and their Beneficiaries prior to the satisfaction of all liabilities to them.

## **SECTION 3. CONTRACTUAL ACCOUNT VALUE**

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### **3.1 Contractual Account Value**

The Contractual Account Value is calculated as follows:

- (a) all Contributions and Deposits to the Fixed Account option selected, made for or on behalf of Participant(s), Alternate Payee(s) and Beneficiary(ies); plus
- (b) all interest credited to the Contractholder's assets in such Fixed Account in accordance with the applicable Fixed Account rider; less
- (c) any amounts transferred or distributed from the Fixed Account; less
- (d) any applicable charges, fees and Applicable Tax, if any.

### **3.2 Transaction Date**

All Requests, Contributions and Deposits received in Good Order with all required documentation at Great-West's Administrative Offices prior to the close of business of the New York Stock Exchange will be processed as of the date received, and if received after the close of business of the New York Stock Exchange will be processed on the next Business Day. However, Great-West shall not be liable for the results of any delay or interruption in processing transaction Requests or Contributions or performing required acts hereunder due to extreme unforeseeable and unpreventable circumstances or causes or conditions beyond its control, such as power failure, fire, extreme flooding, earthquake, tsunami, mudslides, hurricane, tornado, blizzard, cyber-attack or disruptions in orderly trading on any relevant exchange or market, including disruptions due to extraordinary market volume that result in substantial delay in receipt of correct data.

## **SECTION 4. CONTRIBUTIONS AND DEPOSITS**

---

### 4.1 Contributions

Prior to the termination of the Contract and unless otherwise described in a Fixed Account rider, Contributions may be made at any time on behalf of Participants, pursuant to the terms of the Plan.

The Contribution amounts will be allocated to the Fixed Account in accordance with instructions from the Plan Sponsor pursuant to the accompanying Contribution report. The Contribution report must be submitted in a manner acceptable to Great-West and shall be conclusive and final. When the Contribution report does not coincide with the Contribution received and the inconsistency is not resolved within a period of time required under the law, Great-West may return the Contribution.

### 4.2 Limitations on Salary Reduction Contributions

For limitations on salary reduction Contributions, if any, please see the applicable tax endorsement for your specific type of Plan, attached to this Contract.

### 4.3 Deposits

Deposits made directly to Great-West by Plan Sponsor will be accepted and assumed permitted under the terms of the Plan and applicable Code requirements.

### 4.4 Allocation of Contributions and Deposits

Contributions and Deposits, less Applicable Tax, if any, will be allocated when received by Great-West at its Administrative Offices, subject to Section 3.2 of this Contract.

If a selected Fixed Account option is changed or will no longer be made available, then Contributions and Deposits may be redirected to another available Fixed Account option and the account balance may be reallocated subject to the terms of the account selected. Great-West will provide notice of any such changes in accordance with Section 10.4.

## **SECTION 5. CONTRACT CHARGES AND FEES**

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### 5.1 Contract Termination Charge

Upon termination of the Contract by Plan Sponsor, a Contract termination charge *may* apply, as set forth in the Specification Page.

### 5.2 Service Charges and Fees

Great-West and Plan Sponsor may enter into agreements for other services to the Plan not otherwise provided under this Contract. Charges and fees, if applicable, for these services will be described in such separate agreement(s).

### 5.3 Contract Series Charge

The Contract series charge, if any, for the Fixed Account rider, shall be set forth in the Fixed Account rider selected by the Plan Sponsor or authorized Plan fiduciary.

### 5.4 Payment of Charges and Fees

Any charges and fees imposed under this Contract may be billed directly to Plan Sponsor. If Plan Sponsor does not elect to have such charges and fees billed to Plan Sponsor, such charges and fees shall be deducted from the Contractual Account Value.

In all instances where Plan Sponsor has elected to be billed for any fees and charges and any of the fees or charges are unpaid after the date billed, as disclosed in and pursuant to the procedures in the fee disclosure and/or service agreement for the Plan, Plan Sponsor and Contractholder hereby instruct Great-West to debit the Contractual Account. Great-West may continue to deduct charges and fees quarterly from the Contractual Account Value unless and until Plan Sponsor provides Great-West with written instructions to reinitiate billing.

Great-West may change any charges and fees upon not fewer than thirty (30) calendar days advance written notice to Plan Sponsor.

**SECTION 6. PARTICIPANT-, ALTERNATE PAYEE-, AND BENEFICIARY-DIRECTED TRANSFERS AMONG INVESTMENT OPTIONS OFFERED BY THE PLAN**

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Upon receipt of a Request by Plan Sponsor or its designee made on behalf of Participants, Alternate Payees or Beneficiaries, meeting all of the requirements of this section, Great-West will process Transfers. Transfers must:

- (a) satisfy the terms of the Plan in accordance with the appropriate provisions of the Code; and
- (b) satisfy any restrictions in the attached Fixed Account rider.

## **SECTION 7. PAYMENTS TO PLAN SPONSOR FOR DISTRIBUTIONS**

---

### 7.1 Distribution Requirements

Notwithstanding any provision herein to the contrary, payments made to the Plan Sponsor or its designee for Distributions to a Payee, or Plan to Plan transfers, may only be made in accordance with the terms of the Plan and applicable Code sections and any terms of the Fixed Account rider(s). Great-West shall be entitled to rely solely on information provided by Plan Sponsor or its designee as to compliance with all applicable law and the terms of this Contract, any attached tax endorsement and any applicable Fixed Account rider(s) for such Distributions.

## **SECTION 8. BENEFIT PAYMENT OPTIONS**

---

### 8.1 Plan Sponsor Requests for Distributions for Participants, Beneficiaries or Alternate Payees

The Plan Sponsor may elect to provide Distributions by directing Great-West to withdraw from the Contractual Account Value the amounts necessary to provide such benefits, subject to this Section 8. As long as the Contractual Account Value is greater than zero and as allowed by the Plan and Code, a Request may be made by the Plan Sponsor on behalf of a Payee to:

- (a) Elect an annuity payment option, provided such Request is made at least thirty (30) calendar days before the Annuity Commencement Date;
- (b) Elect a lump sum payment option and designate the date of payment.

### 8.2 Conditions of Payment

Approved Distributions shall be effective on the later of: (a) the date elected subject to any restrictions of the Plan and Code and the applicable Fixed Account rider(s); and (b) the date of the Request.

### 8.3 Lump Sum Payment Option

If the Plan Sponsor determines that the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, the Plan Sponsor or its designee may direct us to withdraw from the Contractual Account a lump sum payment amount as selected by the Payee.

Subject to the provisions of the attached Fixed Account rider(s), the amount to be distributed is: (i) the lump sum amount requested; less (ii) the Applicable Tax, if any, as of the date of the amount distributed, and (iii) any applicable fees and charges.

### 8.4 Periodic Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant's interest in the Contractual Account may be applied to a periodic payment option selected by the Payee, subject to any restrictions in a Fixed Account rider. Charges and fees will continue to apply. An Applicable Tax, if any, may apply. Plan Sponsor will provide Great-West with any Requests for periodic payments by Participants and shall instruct its designated Plan recordkeeper to administer such payments.

Plan Sponsor shall provide Great-West notice in Good Order upon the death of any Participant who is receiving periodic payments and of the deceased Participant's Beneficiary's election of a payment option under this Section 8 meeting all the requirements of Code section 401(a)(9).

### 8.5 Annuity Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of the interest in the Contractual Account attributable to the Participant may be applied to an annuity payment option selected by the Payee, so long as the requirements of Code section 401(a)(9) are met. Thereafter, this Contract shall no longer be applicable with respect to amounts directed to the annuity payment option. Great-West will issue an 'individual retired life certificate' to each Annuitant describing the rights and benefits payable under the elected annuity payment option provided to the Participant/Payee under this Contract.

The amount to be applied to an annuity payment option is: (i) the portion of the interest in the Contractual Account attributable to the Participant elected by Payee subject to any applicable



restrictions in the Fixed Account rider, less (ii) Applicable Tax, less (iii) any fees and charges described in this Contract.

The minimum amount that may be applied under the elected annuity option for any Payee is \$5,000. If any payments to be made under the elected annuity payment option will be less than \$50, Great-West may make the payments in the most frequent interval that produces a payment of at least \$50.

#### 8.6 Election of Annuity Options

In order to elect, or change the election of, an annuity payment option, Great-West must receive the Request at least thirty (30) calendar days before the Annuity Commencement Date.

To the extent available under the Plan, the available annuity payment options are:

- Period Certain Annuity
- Single Life Only Annuity
- Single Life Only Annuity with Period Certain
- Single Life Only Annuity with Cash Refund
- Single Life Only Annuity with Installment Refund
- Joint and Survivor Annuity
- Joint and Survivor Annuity with Period Certain
- Subject to regulatory approval and the terms of the Plan, any other form of annuity offered by Great-West.

Annuities will be purchased using Great-West's current purchase rates for contracts of this class at the time the annuity is purchased. These rates will be at least as favorable to the Annuitant as an annuity purchased with rates based on the following actuarial assumptions:

- Interest Rate Assumption: 1.00%
- Mortality Assumption: 2012 IAM Basic Female mortality table with Projection Scale G2 improvement factors applied; Static improvement from year of table (2012) to year of the annuity election, generational improvement thereafter
- Loading: 5.00%

Great-West will review this guaranteed actuarial basis annually and may change it by providing at least ninety (90) calendar days' advance written notice to the Plan Sponsor. However unless Great-West and Plan Sponsor otherwise agree in writing, Great-West will only change the guaranteed actuarial basis once in any sixty (60) month period, in which case the actuarial basis will be at least as favorable as the actuarial basis Great-West offers to any other contractholder in the same class as this Contract at the time of such change.

#### 8.7 Misstatement of Age

Great-West may require the Payee or the Contractholder on behalf of a Payee to provide to Great-West adequate proof of the age and death of any Payee before processing a Request for or making any payment. Generally, adequate proof consists of a state-issued driver's license, birth certificate or death certificate, as applicable. Additionally, for life contingent annuity options, Great-West may require evidence of survival of any Annuitant periodically on or after the Annuity Commencement Date. If the age of the Payee has been misstated, the payments established for him/her under the applicable payment option will be made on the basis of his/her correct age, the correct facts will be used to adjust payments.

If payments made pursuant to an annuity payment option were too large because of a misstatement of age, Great-West may deduct the difference from the next payment or payments. If payments were too small, Great-West may add the difference to the next payment.

#### 8.8 Great-West's Liability

Great- West's liability is for the payment of requested benefits to Participants, including the provision of annuity benefits, as directed by the Contractholder, as set forth in Section 8.5 and 8.6 hereof, on the basis of making correct withdrawals in accordance with the terms of the Contract.

## **SECTION 9. CONTRACT TERMINATION**

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### 9.1 Notice of Contract Termination and Selection of Termination Option(s)

Either Great-West or Plan Sponsor may terminate this Contract with advance written notice to the other party or parties. The Contract termination date shall be the seventy-fifth (75<sup>th</sup>) calendar day after the date written notice is received in the Administrative Offices in Good Order. If the seventy-fifth (75<sup>th</sup>) day is not a Business Day, the Contract termination date shall be the Business Day immediately following the seventy-fifth (75<sup>th</sup>) day. Prior to the Contract termination date, Great-West and Plan Sponsor may agree to an alternate Contract termination date. Contract termination may not occur on the date selected by Plan Sponsor unless Great-West has received all required information.

### 9.2 Contract Termination Provisions

In the event this Contract is terminated, Great-West will pay the Contractual Account Value as described below.

Great-West will remit the Fixed Account Value in accordance with the applicable Fixed Account rider.

Plan Sponsor and Contractholder hereby instruct Great-West to deduct any outstanding charges and fees, including the Contract termination charge, if applicable, due to Great-West from the amount remitted from the Fixed Account.

### 9.3 Contract Termination due to Plan Termination

If Plan Sponsor terminates the Plan, it shall notify Great-West of such Plan termination and that final Contributions have been remitted to Great-West. Upon notice of Contract termination due to Plan termination, Plan Sponsor agrees to provide any and all information and instructions Great-West requires to properly comply with Plan Sponsor's notification of Plan termination.

Plan Sponsor acknowledges that the amount distributed from the Contract upon Plan termination will be equal to the Contractual Account balance and subject to the provisions in the applicable Fixed Account rider, less all outstanding charges or fees and any applicable Contract termination charge due upon Distribution.

Plan Sponsor shall file any and all required Forms 5500.

If the Plan is abandoned, orphaned or if Plan Sponsor cannot be located or Plan Sponsor fails to provide appropriate representations and instructions to Great-West in connection with termination of the Plan, Great-West is authorized to accept notices, representations and instructions from the Plan administrator or trustee, the bankruptcy trustee for Plan Sponsor, the U.S. Department of Labor, if applicable, or an authorized and appropriate representative of Plan Sponsor. Great-West may also utilize any procedures promulgated by the U.S. Department of Labor, if applicable, or other applicable regulatory agencies for abandoned or orphaned plans including the facilitation of Distributions to Payees performed by a Qualified Termination Administrator, as that term is defined under Federal law and regulations promulgated thereunder, or comparable person as allowed by applicable law.

Once Great-West has distributed all Plan assets in accordance with the terms of the Contract and the Fixed Account rider(s), Great-West is discharged of all its obligations with respect to the Contractual Account and this Contract.

The Contract shall terminate once all Plan assets have been distributed.

## SECTION 10. GENERAL PROVISIONS

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### 10.1 Contract

Great-West has issued this Contract to Plan Sponsor and Contractholder in consideration of the application and payment of the initial Contributions or Deposits.

This Contract is subject to the laws of the state in which it was issued. Great-West reserves the right to interpret provisions of this Contract accordingly, and to amend this Contract as necessary to maintain compliance with applicable state and federal law and regulations.

### 10.2 Entire Contract

This Contract, including the application, tax endorsement(s), specification page, and Fixed Account or other rider(s)/endorsement(s) (*subject to regulatory approval*), if any, constitute the entire contract between Plan Sponsor, Contractholder and Great-West.

### 10.3 Contract Modification

Great-West may modify this Contract from time to time to conform it to changes in tax or other law, including applicable regulations and rulings, without consent of Plan Sponsor, Contractholder, or any other person. Great-West will provide notice and a copy of any such modification to Plan Sponsor and Contractholder as soon as reasonably practicable. Only the President, Vice-President, or the Secretary of Great-West, or their authorized designees, can agree on behalf of Great-West to modify any provisions of the Contract.

Plan Sponsor and Great-West, with the acknowledgment of Contractholder, may, by written agreement or amendment, make other modifications to this Contract, subject to the approval of the appropriate state department of insurance, if applicable. No such modification will, without the written consent of Plan Sponsor, affect the terms, provisions, or conditions of this Contract, which are or may be applicable to Contributions or Deposits made prior to the date of such modification.

### 10.4 Modification of Fixed Account Options

Great-West may offer new or cease offering existing Fixed Account options, or make other changes to the Fixed Account options as Great-West deems necessary, and subject to the approval of the state insurance department, if applicable. If Great-West changes material provisions of its Fixed Account option(s), Great-West will provide at least sixty (60) calendar days' written notice to the Plan Sponsor. This notice shall explain any Fixed Account change(s), communicate the timeline and effective date of any Fixed Account change and explain Plan Sponsor's right to opt out of any Fixed Account change. Plan Sponsor's absence of an objection to such notice will be considered consent to the change(s).

If Great-West replaces a Fixed Account option and does not receive an objection from the Plan Sponsor, Transfers between account options as disclosed in the notice will be completed by Great-West as of the effective date of the change. Such allocation will be in effect until such time as Great-West receives a written Request for a different allocation.

If Plan Sponsor provides written objection to Great-West within the sixty (60) calendar day notice period, Great-West will not make the Fixed Account change at issue. If Plan Sponsor objects to the Fixed Account change, Great-West may terminate this Contract by providing written notice pursuant to Section 9.1 of this Contract.

### 10.5 Restorations

Great-West may agree to restore any back-end load charges, or other charges deducted from Plan assets. Great-West recovers restoration amounts, if applicable, at Contract termination through the Contract termination charge.

### 10.6 Plan Provisions

In all cases, the Plan document shall determine (subject to the Code) the specific features of the Plan, which may include the availability of certain types of investment options, Distributions, loans, and other features allowed but not mandated by the Code. Any provision of this Contract which deals with a feature not included in the Plan shall be ineffective.

### 10.7 Non-Participating

This Contract is Non-Participating, meaning that it is not eligible to share in Great-West's divisible surplus.

### 10.8 Currency and Contributions and Deposits

All amounts to be paid to or by Great-West must be in currency of the United States of America. All Contributions and Deposits to this Contract must be made payable to Great-West or to a designee acceptable to Great-West.

### 10.9 Notices

Great-West may provide any notice or demand to Plan Sponsor, Contractholder, Payee, or other person, by either sending it to such person's last known address, email address, or facsimile number on file with Great-West, or by posting it to an electronic network or website so long as a separate email notice is sent to the email address on file with Great-West.

An application, report, Request, election, direction, notice or demand by Plan Sponsor or a Payee/Annuitant must be made in Good Order. When Great-West requires it, Plan Sponsor will obtain the signature of the Payee on forms provided by Great-West. Great-West must first approve any written materials describing this Contract that are developed by any other person.

### 10.10 Disclaimer

Nothing contained in this Contract shall be construed to be tax, investment or legal advice, and Great-West assumes no responsibility or liability for any costs, including but not limited to taxes, penalties or interest incurred by the Plan, Plan Sponsor or any other Payee arising out of a determination of liability. Great-West shall not be held liable for any third party's negligence, willful misconduct, or failure to perform.

### 10.11 Representations

Great-West shall be entitled to rely and act solely on the reports, directions, proofs, notices, elections, and other information furnished to it by Contractholder, Plan Sponsor, or their designee(s), and such acts shall be conclusive and final.

### 10.12 Non-Waiver

Great-West may elect not to exercise a right, privilege, or option under this Contract. Such election shall not constitute a waiver of the right to exercise such right, privilege, or option at any subsequent time, nor shall it constitute a waiver of any provision of this Contract.

10.13 Information

Plan Sponsor shall furnish all information that Great-West may reasonably require for the administration of this Contract. Great-West shall not be responsible for any obligation under this Contract until it receives all requested information in Good Order.

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**

A Stock Company

**ENDORSEMENT**  
for  
**SECTION 401(a) and 401(k) Plans**

**Attached to and forming a part of the Unallocated Group Annuity Contract ("Contract")**

*This Endorsement is a part of the Great-West Life & Annuity Insurance Company ("Great-West")  
Contract to which it is attached.*

*Terms defined in the Contract have the same meaning where used in this Endorsement.*

This Endorsement forms a part of the Contract to which it is attached and addresses certain requirements under the Internal Revenue Code of 1986, as amended (the "Code"). The following provisions apply to Contracts issued under plans intended to satisfy the requirements of Section 401(a) and 401(k) of the Code ("Plan" or "Plans").

The effective date of this Endorsement is the issue date of the Contract or such later date necessary to maintain the status of the Plan under Section 401(a) of the Code.

If there is a conflict between the terms of this Endorsement and the terms of the Contract or riders thereto, the terms of this Endorsement will control.

All capitalized terms in this Endorsement shall have the same meaning as attributed to them in the Contract.

1. The Group Annuity Contract and Application are intended to conform to Code sections 401(a) and 401(k). To maintain eligibility under Code sections 401(a) and 401(k), if applicable, the Plan must continue to hold Plan assets in trust.
2. Any Annuitant under this Contract will be a Participant or Beneficiary of the Plan and the Contractholder of this Contract will be the owner as provided under the Plan.
3. The Contractholder shall hold all Plan assets hereunder for the exclusive benefit of Plan Participants and Beneficiaries and no portion of the amount deposited into the Contract or earnings thereon may be used for, or diverted to, any purpose other than for the exclusive benefit of such persons prior to the satisfaction of all liabilities with respect to such persons.
4. The Contract shall be subject to the provisions, terms and conditions of the Plan, and any payment, distribution, or transfer under this Contract shall comply with the provisions, terms and conditions under the Plan as determined by the Plan Administrator, trustee or other Plan fiduciary. We shall have no responsibility with respect to the provisions, terms and conditions of the Plan, including but not limited to, determining whether any payment, distribution or transfer complies with the provisions, terms and conditions of the Plan or with Applicable Law, or in administration of the Plan. Further, the terms of the Plan cannot expand the terms of the Contract or impose responsibilities or duties on Great-West not specifically set forth in the Contract.
5. A Plan Participant or Beneficiary may request Contractholder to direct us to have any portion of an eligible rollover distribution (within the meaning of Section 402(c)(4) of the Code) paid directly to an eligible retirement plan described in Section 402(c)(8)(B) of the Code by means of a direct transfer or direct rollover under Section 401(a)(31) of the Code.

6. If the Plan distributes from the Contract to a Participant or Beneficiary and the Plan is subject to Section 401(a)(11) of the Code, benefits under the Contract should be provided in accordance with the applicable consent, present value, and other requirements of Sections 401(a)(11) and 417 of the Code that are applicable to the plan.

Signed for Great-West Life & Annuity Insurance Company on the Effective Date of the Contract.

A handwritten signature in black ink, appearing to read "Edward F. Murphy". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

President



# GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

A Stock Company

## Great-West Investments Fixed Account – Series III FIXED ACCOUNT RIDER

*This Great-West Investments Fixed Account – Series III rider (the “Rider”) is part of the Great-West Life & Annuity Insurance Company (“Great-West”) Contract to which it is attached. Terms defined in the Contract have the same meaning where used in this Rider.*

The Great-West Investments Fixed Account – Series III (“Fixed Account”) is a Fixed Account that is part of the General Account of Great-West. All or a portion of the Contributions and Deposits may be allocated to the Fixed Account.

### **Definitions**

A **Competing Fund** is any of the following types of funds offered by the Plan Sponsor:

- (a) any stable value fund; or
- (b) any fund with a known or periodically declared rate of interest; or
- (c) any money market fund; or
- (d) any bond fund with a duration of 3 years or less; or
- (e) any investment option at any time under a Plan that, unless otherwise agreed by Great-West, is a balanced fund that seeks to maintain 75% or more of its assets invested in investment grade U.S. fixed income assets that have a stated benchmark of less than three (3) year or long term objective of maintaining a duration of less than three (3) years; or is a fund that has investment characteristics substantially similar or identical to a stable value fund; or is a fund that Great-West, in accordance with its underwriting standards, has determined to be a Competing Fund.

**Contractual Account Value** – For the purposes of this Rider only, the book value of the Fixed Account.

### **Credited Interest Rate**

Interest earned on the amounts invested in the Fixed Account is compounded daily at the declared credited interest rate. At the end of each calendar quarter, Great-West will establish and declare the interest rate to be credited to the Plan’s assets held in the Fixed Account during the next calendar quarter. Great-West will reset the interest rate quarterly and declare all reset credited interest rates at least 48 hours in advance of each reset.

### **Guaranteed Minimum Interest Rate**

The guaranteed minimum interest rate will be equal to 0.10%.

### **Contract Series Charge**

Great-West will accrue a charge to cover expenses, which as of the Contract Date, includes an amount for Contract administration, investment management, and various recordkeeping and other services that are provided to the Plan pursuant to a separate agreement with the Plan (which may include services provided by one of Great-West’s affiliates or subsidiaries). The accrual will be an amount determined by applying an effective annual Contract series charge rate of 0.25%.

In addition to the annual Contract series charge outlined above, there may be an adjustment to the credited interest rate which is used to reduce the amount for Plan recordkeeping/administration

services that would otherwise be charged to the Plan, to the extent permissible under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

### **Limitations**

Great-West shall defer processing Distribution or Transfer Requests if transactions cannot be executed or settled due to the closing or disruption of financial markets or exchanges. Great-West shall resume the processing of Distributions and Transfers once the disruption is resolved.

Plan Sponsor shall not offer Competing Funds unless mutually agreed upon by Great-West and Plan Sponsor, in which case amounts withdrawn from the Fixed Account must be transferred to a non-competing fund and remain there for at least ninety (90) days before transferring to a Competing Fund.

Should the Plan Sponsor offer a Competing Fund without Great-West's agreement or should an existing Plan investment become a Competing Fund that is available to the Plan without Great-West's prior agreement, Great-West shall suspend all Transfers out of the Fixed Account upon at least thirty (30) calendar days advance written notice to the Plan Sponsor, which notice Plan Sponsor shall communicate promptly to the Participants, Alternate Payees and Beneficiaries invested in the Fixed Account. This Transfer restriction shall remain until the Competing Fund is removed as an eligible Plan investment option, or as otherwise mutually agreed.

### **Excessive Trading**

In order to discourage Transfer activities that are disruptive to the operation of the Great-West General Account, Plan Sponsor shall, or shall direct its designated Plan recordkeeper to track Participant, Alternate Payee, and Beneficiary initiated Transfers to identify a purchase into and sale out of the Fixed Account within a thirty (30) calendar day period of time (a "Round Trip").

If a Participant, Alternate Payee, or Beneficiary completes a second Round Trip within thirty (30) calendar days of completing the first Round Trip, Plan Sponsor shall, or shall direct its designated Plan recordkeeper to restrict such person from making a Transfer into or out of the Fixed Account for up to thirty (30) calendar days starting on the date the second Round Trip is completed (the "Transfer Restriction Period").

Contributions and Deposits, other than Transfers, will be allowed into the Fixed Account during the Transfer Restriction Period.

### **Transfers**

Unless otherwise provided in this Rider, Participant, Alternate Payee, and Beneficiary initiated Transfers of amounts held in the Fixed Account are permitted at any time.

### **Fixed Account Value**

The Plan's value in the Fixed Account is determined as the value of (a) minus (b) where:

- (a) is the sum of all Fixed Account Contributions and Deposits plus interest credited to the Fixed Account; and
- (b) is the sum of:
  - i. any amounts distributed;
  - ii. any Transfers from the Fixed Account;
  - iii. any applicable fees and charges; and
  - iv. any Applicable Tax.

### **Contract Termination Due to Full Plan Termination**

In the event of a full Plan termination, Plan Sponsor hereby instructs Great-West to pay Plan Sponsor the Contractual Account Value in a lump sum as soon as practicable, less any outstanding fees and charges.

### **Contract Termination other than Due to Full Plan Termination**

In order for the Plan Sponsor to terminate the Contract for any reason other than a full plan termination, at least sixty (60) calendar days before the Contract termination date, Plan Sponsor must notify Great-West, in writing, of Plan Sponsor's election of one of the Contract termination options described below ("Contract Termination Options"). Great-West shall remit all Fixed Account amounts pursuant to the Plan Sponsor's election less any outstanding fees and charges. The Plan Sponsor's election of the Contract Termination Option is irrevocable.

If Great-West terminates the Contract, no additional assets will be permitted to be allocated to this Rider. Unless Great-West and Plan Sponsor otherwise agree, Great-West will continue to administer all other applicable provisions of the Contract until Plan Sponsor notifies Great-West, in writing, of Plan Sponsor's election of one of the Contract Termination Options. Interest will continue to be credited to the Fixed Account from the date of termination to the date on which final payment is made. The rate will never be less than the guaranteed minimum interest rate.

However, if, on the written notification date, the book value is less than or equal to the de minimis amount as disclosed on the Specification Page, then Great-West will remit the book value to Plan Sponsor's designee within thirty (30) calendar days after the Contract termination date less any outstanding fees and charges.

The Contract Termination Options are as follows:

1. **Payment at Book Value** – Great-West will remit the Contractual Account Value of the Contractholder's assets in the Fixed Account ("book value") either 12 or 36 months after the Contract termination date, depending on the conditions outlined in (a) and (b) below. Plan Sponsor and Great-West may mutually agree to an alternative book value payout date. If mutual agreement cannot be reached, then payment shall continue to proceed as described in accordance with (a) or (b), below. Starting on the Contract termination date, Great-West will continue to credit interest until Great-West remits the book value to the Plan Sponsor's designee.

- (a) Payment at Book Value after 12 Months: Great-West will remit the book value to the Plan Sponsor's designee twelve (12) months after the Contract termination date if, on the date Great-West receives notice of Contract termination in Good Order, the average of the 3 year and 5 year Constant Maturity Treasury rates is less than 300 basis points above the lowest weekly average of the 3 and 5 year Constant Maturity Treasury rates over the previous 104 weeks from notice.

Great-West will use published rates from the United States Federal Reserve Website.

*Numerical Example: On the date notice of Contract termination is received by Great-West in Good Order, the average of the 3 year and 5 year Constant Maturity Treasury rates is 4.00%. Over the previous 104 weeks from notice, the lowest average of the 3 year and 5 year Constant Maturity Treasury rates from the United States Federal Reserve Website was 2.25%. As 4.00% is less than 300 basis points above 2.25%, Great-West will remit the book value 12 months after the Contract termination date.*

Plan Sponsor may continue to direct Great-West to make Distributions and Participant, Alternate Payee, and Beneficiary-initiated Transfers from the Fixed Account at any time. However, no Plan Sponsor Transfers will be allowed after the Contract termination date.

Unless Plan Sponsor retains Great-West as the designated Plan recordkeeper, after the Contract termination date, Plan loans (if permitted under your Plan) will not be permitted to be made from the Fixed Account assets, and Contributions and Deposits will not be accepted into the Fixed Account.

- (b) ***Payment at Book Value after 36 Months:*** Great-West will remit the book value to the Plan Sponsor's designee thirty-six (36) months after the Contract termination date if, on the date Great-West receives notice of Contract termination in Good Order, the average of the 3 year and 5 year Constant Maturity Treasury rates is 300 basis points or more above the lowest weekly average of the 3 and 5 year Constant Maturity Treasury rates over the previous 104 weeks from notice.

Great-West will use published rates from the United States Federal Reserve Website.

*Numerical Example: On the date notice of Contract termination is received by Great-West in Good Order, the average of the 3 year and 5 year Constant Maturity Treasury rates is 6.00%. Over the previous 104 weeks from notice, the lowest average of the 3 year and 5 year Constant Maturity Treasury rates from the United States Federal Reserve Website was 2.50%. As 6.00% is more than 300 basis points above 2.50%, Great-West will remit the book value 36 months after the Contract termination date.*

Plan Sponsor may continue to direct Great-West to make Distributions and Participant, Alternate Payee, and Beneficiary-initiated Transfers from the Fixed Account at any time. However, no Plan Sponsor Transfers will be allowed after the Contract termination date.

Unless Plan Sponsor retains Great-West as the designated Plan recordkeeper, after the Contract termination date, Plan loans (if permitted under your Plan) will not be permitted to be made from the Fixed Account assets, and Contributions and Deposits will not be accepted into the Fixed Account.

2. ***Payment in 20 Quarterly Installments*** – Great-West will remit the total Contractual Account Value of the Contractholder's assets in the Fixed Account ("book value") in twenty (20) quarterly installments. Great-West will make the first installment no later than ninety (90) calendar days after Contract termination date. The first installment will be 1/20<sup>th</sup> of the book value on the payment date. The remaining installments will be incrementally remitted in fractional amounts of remaining book value each calendar quarter over the succeeding nineteen quarters (e.g., 1/19, 1/18...1/1) until the total book value is remitted. Great-West will continue to credit interest to the book value held in the Fixed Account (i.e., the portion of the book value that has not been transferred out of the Fixed Account) until Great-West remits the total book value to the Plan Sponsor's designee.

Plan Sponsor may continue to direct Great-West to make Distributions and Participant, Alternate Payee, and Beneficiary initiated Transfers from the Fixed Account at any time. However, no Plan Sponsor Transfers will be allowed after the Contract termination date.

Unless Plan Sponsor retains Great-West as the designated Plan recordkeeper, after the Contract termination date, Plan loans (if permitted under your Plan) will not be permitted to be made from the Fixed Account assets, and Contributions and Deposits will not be accepted into the Fixed Account.

3. ***Any other termination option*** allowable under applicable law as mutually agreed upon in writing by Great-West and the Plan Sponsor.

### **Plan Sponsor Termination and/or Transfer of Fixed Account under the Contract**

If Plan Sponsor elects to remove this Fixed Account as an eligible investment option but does not desire to terminate the Contract, Plan Sponsor must elect one of the Contract Termination Options listed in the "Contract Termination other than Due to Full Plan Termination" section of this Rider. Alternatively, if Plan Sponsor elects to remove this Fixed Account as an eligible Plan investment option but does not terminate the Contract, Plan Sponsor may request to transfer the Contractholder's Fixed Account value on a mutually agreeable date to another series of the Fixed Account. For purposes of this section, any references to Contract termination and Contract termination date in the "Contract Termination other than Due to Full Plan Termination" section of this Rider will be interpreted as Fixed Account Rider termination and Fixed Account Rider termination date, respectively.

### **General**

For the purposes of the reference in the Rider, Great-West shall use a comparable source if applicable information is unavailable in the United States Federal Reserve Website.

Signed for Great-West Life & Annuity Insurance Company on the Effective Date of the Contract.

A handwritten signature in black ink, appearing to read "Edward F. Murphy". The signature is fluid and cursive, with a large initial "E" and "M".

President

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**

A Stock Company

**GROUP UNALLOCATED ANNUITY CONTRACT  
SPECIFICATION PAGE**

This Specification Page is made part of the Great-West Life & Annuity Insurance Company Group Annuity Contract ("Contract") to which it is attached.

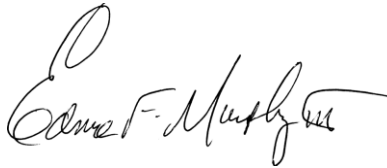
Terms defined in the Contract have the same meaning where used in this Specification Page.

PLAN SPONSOR	<b>Loxahatchee River Environmental Control District</b>
CONTRACTHOLDER	<b>Loxahatchee River Environmental Control District and Great-West Trust Company, LLC</b>
PLAN	<b>Loxahatchee River Environmental Control District Money Purchase Plan and Trust</b>
CONTRACT NUMBER	<b>100096-01</b>
CONTRACT DATE	March 31, 2020 or the later of the dates signed by all parties.

**OTHER PROVISIONS**

**Great-West Investment Fixed Account De Minimis Pay-out Amount** – The minimum guaranteed de minimis amount is \$20,000.

Signed for Great-West Life & Annuity Insurance Company on the Effective Date of the Contract.



President

## ADMINISTRATIVE SERVICES AGREEMENT

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This Administrative Services Agreement (“Agreement”) sets forth the general terms and conditions under which Great-West Life & Annuity Insurance Company (“Great-West”) will provide administrative services to the undersigned Plan Sponsor with respect to Plan Sponsor’s defined contribution plan (the “Plan” or “Plans”) established pursuant to Code section 401(a), 401(k) or 457(b) (as applicable).

### 1. Definitions

“Agreement” includes this base Administrative Services Agreement as well as the attached Schedule of Services and a separately executed fee schedule or fee proposal (“Fee Schedule”).

“Business Day” means any day, and only for as many hours as, the New York Stock Exchange is open.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Empower” and “Empower Retirement” refer to Great-West and its affiliates with respect to products and services offered in the retirement markets, including but not limited to recordkeeping and communication services.

“Plan Sponsor” and “Employer” refer to the undersigned Employer, the Plan Sponsor, Plan Administrator, named fiduciaries, and other delegates of the Employer (other than Empower), as dictated by the context.

### 2. Services Provided by Empower

**2.1. Services.** Empower will provide the services set forth in this Agreement (collectively the “Services”). In the performance of the Services, Empower will act as a non-discretionary service provider directed by the Plan Sponsor in compliance with applicable laws and regulations. The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

**2.2. Non-Fiduciary Status.** Plan Sponsor acknowledges that the Services are ministerial and are not intended to involve the exercise of any discretion that would cause Empower to be a fiduciary or Plan Administrator as defined under the Code, the Investment Advisors Act of 1940, or state law, as applicable. Nothing in this Agreement or otherwise shall result in Empower having any discretionary authority or responsibility for the administration of the Plan, including management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets.

**2.3. No Tax or Legal Advice.** Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor’s legal counsel and/or tax adviser.

### 3. Responsibilities of Plan Sponsor

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor’s cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations.



**3.1. Plan Administrator.** Plan Sponsor, a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its affiliates) will be the “plan administrator” and “named fiduciary” as defined by applicable law.

**3.2. Provision of Information.** Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor’s failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own interconnect transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

**3.3. Remitting Contributions and Allocation Instructions.** Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower’s plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments. In the event that a Plan participant (“Participant”) does not elect investment options, Plan Sponsor directs Empower to invest the contribution in the default investment option under the Plan at the time the contribution is received. Plan Sponsor acknowledges that Empower reserves the right to either reject contributions remitted via ACH without proper proceeds or to assess an additional processing charge, and that in such event Empower further reserves the right to reject all future ACH contribution remittances from Plan Sponsor. With respect to Plan- or Plan Sponsor-initiated distributions or rollovers, Plan Sponsor hereby instructs and authorizes Empower to rely upon the information on Empower’s recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act (FATCA) and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

**3.4. Plan Document and Compliance Responsibilities.** Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete and that the Plan is being operated in accordance with its terms and applicable law. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted. Plan Sponsor acknowledges that it is responsible for reviewing the accuracy and completeness of all Plan document services performed by Empower, if any. Plan Sponsor is solely responsible for ensuring that a Plan is qualified under the Code.

**3.5. Disclosures.** Plan Sponsor agrees to comply with all of its notice and disclosure responsibilities under applicable law.



**3.6. Investment Options.** Plan Sponsor is responsible for the selection of all investment options made available under the Plan (“Investment Options”) based on Plan Sponsor’s independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that the Plan’s transition to Empower may be delayed if there is a change in the investment option selections.

As part of the Services provided by Empower, the Plan’s assets may be invested in a group annuity contract and/or array of funds offered by Great-West, its affiliates or other investment providers (the “Investment Program”). Empower may add, delete and/or replace available investment options offered under the Investment Program with at least sixty (60) days written notice to Plan Sponsor or the Plan fiduciary. This notice will explain the fund change, communicate the timeline and effective date of the fund change, provide information on fees received by Empower or an affiliate from a fund company, and explain Plan Sponsor’s or the Plan fiduciary’s right to opt out of the change. Plan Sponsor or the Plan fiduciary will be deemed to have approved such change unless Plan Sponsor’s or Plan fiduciary’s written objection is received by Empower within the sixty (60) day notice period. If Plan Sponsor or the Plan fiduciary objects to the fund change, Empower may terminate this Agreement, but will continue to provide services for at least sixty (60) days after the effective date of the fund change.

If allowed within the Investment Program, Plan Sponsor may request an addition, deletion, and/or replacement with respect to investment options available in the Plan. Plan Sponsor must provide Empower with notice of the intended change sixty (60) days prior to the intended date of the fund lineup modification. Empower must confirm, in writing, its ability to administer any requested fund additions, deletions and/or replacements prior to these changes being implemented. Once Empower receives notice of such fund change request, Empower will assess the Plan’s pricing and the selected fund company’s administrative requirements. Empower reserves the right to decline a fund change request if Empower is unable to administer the fund requested. Additionally, Empower reserves the right to reevaluate and modify the Fee Schedule as part of the request, and the Plan Sponsor acknowledges that such a request could impact the fees paid by the Plan or Plan Sponsor. The Plan Sponsor shall provide sufficient notice of the Plan’s desired fund change to provide Empower with the opportunity to conduct the necessary review and to ensure that Plan participants can be provided with notification of fund changes at least thirty (30) days prior to the effective date of the change. If applicable, Plan Sponsor agrees to cooperate with Empower to create and deliver all necessary participant communications, and acknowledges that there may be an additional cost for such communications.

If Plan Sponsor offers Plan Investment Options that are recordkept outside of this Agreement (“Outside Assets”), Plan Sponsor hereby instructs Empower to restrict any and all transfers between the Outside Assets and the Plan assets recordkept under this Agreement. If Plan Sponsor has selected a Great-West annuity product, Plan Sponsor agrees that any provision(s) of the group annuity contract to the contrary are inoperable with respect to the Plan.

Plan Sponsor acknowledges that Empower or its affiliates may receive fees from mutual fund families or other Investment Option sponsors or their affiliates for providing certain administrative or other services thereto (“Fund Service Fees”). Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower. If any employer securities are included as an Investment Option or are otherwise contributed under the Plan, (i) Plan Sponsor shall be responsible for any Securities and Exchange Commission (the “SEC”) or state registration, prospectus delivery or Form 11-K annual

reporting requirements; and (ii) Empower shall not be responsible for the enforcement of or compliance with any SEC or Employer regulations or policies related to insider trading in Employer securities or the reporting of such trading. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor agrees to adhere to the terms and conditions of such procedures included with this Agreement, as amended from time to time.

**3.7. Payment of Plan Expenses.** Plan Sponsor may direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

**3.8. Direction by Plan Sponsor.** In performing the Services, Empower is acting at the direction of the Plan Sponsor or other named fiduciary of the Plan. Plan Sponsor agrees to provide direction in a manner reasonably requested by Empower, and Empower may rely upon any such direction, whether provided electronically or in writing, by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other named fiduciary. Plan Sponsor agrees that all services and procedures to be followed by Empower as set forth in any service profile, summary plan description (if applicable), plan administrative guide, administrative form or other similar document will constitute direction by the Plan Sponsor to Empower, unless Plan Sponsor indicates otherwise. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to such “deemed” approved transactions, and that Empower’s responsibility is limited solely to confirming it has been provided in good order and in accordance with the procedure.

**3.9. Electronic Delivery.** Empower will deliver plan-related documents to Participants under this Agreement in an electronic manner, to the extent available, including the following:

**3.9.1.** Quarterly benefit statements will be posted to the participant website after quarter end. Participants will receive an annual notice advising them of the availability of the quarterly statement on the participant website and the right to receive a paper copy of the statement.

**3.9.2.** Plan notices to be delivered by Empower will be delivered via email to the Participant’s work utilized email address as provided to Empower by the Plan Sponsor or, if the Participant has affirmatively elected on the participant website, to the email address provided by the Participant or, if neither, via regular mail.

By providing Empower with a Participant’s work utilized email address, the Plan Sponsor confirms that delivery of plan-related documents to such work utilized email address satisfies the Department of Labor’s regulations (§2520.104b-1) regarding electronic delivery of plan-related documents. Participants may elect on the participant website or by contacting an Empower customer services representative to receive quarterly statements and plan notices via regular mail at any time.

**3.10. Review of Reports.** Plan Sponsor and Participants are responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the investments indicated in the reports properly reflect the investment directions provided by the Plan Sponsor or the investment elections made by Participants, as applicable. Empower’s performance of its obligations under this Agreement shall be conclusively presumed to be accurate unless Plan Sponsor or a Participant provides Empower with proper notice of discrepancies.

**3.11. Error Correction.** If Empower makes an Investment Option transaction error, and it is brought to Empower's attention in a timely manner, Empower will, at its own expense, retroactively correct the error by putting the Participant back in the financial position where the Participant would have been had the error not occurred. In the case of other Empower errors, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and, as authorized by Plan Sponsor, take commercially reasonable steps consistent with Internal Revenue Service, Department of Labor and other agency guidelines, where applicable, to correct such error. Empower will have no liability for an error or mistake caused by acts or omissions of the Plan Sponsor, Participants or any other third party. If a correction is made at Empower's expense and results in a net loss, Empower will bear the loss. However, if the correction results in an unintended net gain, Empower will retain the gain as compensation for services provided to the Plan and to defray costs of servicing the Plan including offsetting net losses as described above.

**3.12. Requirement to Appoint a Trustee.** Plan Sponsor is responsible for determining whether to appoint a trustee to provide trust services to the Plan and for selecting the trustee. If Plan Sponsor chooses to fund the Plan exclusively through a Great-West group annuity contract, if available, the annuity contract may be used in lieu of a separate trust agreement, and Plan Sponsor will be considered the deemed trustee. If a trust agreement is used, Plan Sponsor agrees to have the trustee execute such agreement and all other documents required to establish and operate the trust.

Any trustee or custodian selected by Plan Sponsor for the Plan must be able to interface with Empower's recordkeeping system in a "passive" role and all assets must be transferred to the omnibus custodial bank account. Plan Sponsor agrees to require the trustee or custodian to provide to Empower all information in the possession of the trustee or custodian that is necessary for the performance of Empower's duties under this Agreement.

If Plan Sponsor chooses to retain Wells Fargo Bank, N.A. ("Wells Fargo") to serve as a Plan trustee or custodian, Plan Sponsor agrees to execute any and all documents required to establish the trust or custodial account. If Plan Sponsor, another entity or named employees serve as trustee of the Plan and Wells Fargo does not serve as a trustee, Plan Sponsor agrees to enter into a custodial agreement or other applicable agreement with Wells Fargo for the receipt of contributions..

Plan Sponsor acknowledges that any change to the trustee and/or custodial setup or relationships during implementation may delay the Effective Date.

#### **4. Fees & Charges**

**4.1. Fees.** Plan Sponsor agrees to pay Empower for the Services in accordance with the Fee Schedule, excluding any applicable sales, use, excise, services, consumption and other taxes or duties as described in Section 4.2 below. To the extent not paid by the Plan, Plan Sponsor agrees to pay Empower for services provided to the Plan. To the extent fees are not guaranteed in the Fee Schedule, Empower reserves the right to change its fees upon ninety (90) days' advance written notice to Plan Sponsor. Plan Sponsor directs Empower to debit from the Plan the amount of fees payable to any outside third parties retained by Plan Sponsor to provide plan administration, investment advisory, or other services ("Plan Service Providers"), as detailed in the Fee Schedule, and to remit the fees directly to the Plan Service Provider.

**4.2. Taxes.** Unless Plan Sponsor provides Empower with a valid and applicable exemption certificate, Plan Sponsor will reimburse Empower for sales, use, excise, services, consumption and other taxes or duties that Empower is required to collect from the Plan Sponsor and which are assessed on the

purchase, license and/or supply of Services. Plan Sponsor and Empower shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. If applicable, Plan Sponsor and Empower shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

## **5. Confidential Information**

**5.1.** In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of the party ("Confidential Information"). For the purpose of clarity, any software or website owned, licensed or made available by Empower ("Empower Software") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

**5.2.** In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable, and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to broad-based regulatory examinations associated with a party's general business or operations, to disclosures made in conjunction with a law enforcement investigation, or where notice is prohibited by law.

## **6. Privacy & Data Security**

**6.1.** Empower and Plan Sponsor agree to maintain and hold in confidence all Nonpublic Personal Information received in connection with the performance of Services under this Agreement ("NPI"). Empower and Plan Sponsor agree that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations. NPI includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act. Plan Sponsor authorizes Empower to disclose NPI to its affiliates, service providers, and Plan Service Providers, in accordance with Empower's Privacy Notice, a copy of which is attached to this Agreement.

**6.2.** The parties will use best efforts to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Plan Sponsor, its authorized agents, or Participants to access Empower Software. The parties will promptly notify the other in the event of (i) any breach of the party's security measures that results in unauthorized access to NPI; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach.

**6.3.** Upon request, Empower will provide Plan Sponsor or its designated agent with information (which may include NPI) received from or in relation to Participants in connection with the

performance of services under this Agreement including recorded phone calls and written and electronic correspondence. To the extent Plan Sponsor requests such information, Plan Sponsor agrees to indemnify Empower and to waive, absolve and forfeit any claims against Empower for providing such information to the Plan Sponsor or its designated agent.

**6.4.** For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

## **7. Business Continuity & Disaster Recovery**

**7.1.** Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide the Services. Such procedures shall be designed to enable Empower to continue to perform mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Further, Empower agrees to review and test such disaster recovery procedures at least once annually.

**7.2.** GWFS Equities, Inc.'s current Business Continuity Plans Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

## **8. Records & Audit**

**8.1. Record Retention.** Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by applicable law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and NPI once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or NPI that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems.

**8.2. SSAE 16.** Each year upon the request of Plan Sponsor, Empower will provide Plan Sponsor with a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 16 Reporting on Controls at a Service Organization of the American Institute of Certified Public Accountants (SSAE16) SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

## **9. Intellectual Property Rights**

**9.1. Plan Sponsor Materials.** As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own all trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower in providing the Services (collectively, the "Plan Sponsor Materials"). Plan Sponsor Materials do not include data and information in the form maintained by Empower or supplied to Plan Sponsor by Empower. Plan Sponsor grants to Empower a nonexclusive, nontransferable and non-sublicensable license to use Plan Sponsor



Materials in connection with its provision of the Services. Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor's trade name, logo or trademark, general Plan design information, and aggregated data that does not contain NPI in materials created by Empower and for the purpose of promotion, advertisement or prospecting for new clients, including, without limitation, media releases, requests for proposals, case studies, and sales and marketing material.

**9.2. Empower Materials.** As between the parties hereto, Empower and its affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its affiliates hereunder (collectively, the "Empower Materials"). Empower grants to Plan Sponsor and Participants (as applicable) a nonexclusive, non-transferable and non-sublicensable license to use the Empower Materials during the term of the Agreement solely for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

## **10. Liability & Indemnification**

**10.1.** Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "Damages") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the direction of the Plan Sponsor or any authorized agent thereof; 2) any direction of any third party retained by Plan Sponsor to provide services relating to the Plan, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; or 3) any performance of the Services that is in strict compliance with the terms of this Agreement.

Plan Sponsor acknowledges that Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

**10.2. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3. Insurance.** Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

## **11. Dispute Resolution**

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agree to by both parties.

If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation before the expiration of the above period.

## 12. Termination

**12.1. Effective Date.** This Agreement will be effective as of the Effective Date specified in the Signature Page and will continue in effect for the initial term, if any, specified in the Fee Schedule and will continue thereafter until terminated in accordance with the termination provisions of this Agreement.

**12.2. Termination.** This Agreement may be terminated by either party, in whole or in part, by delivering sixty (60) days advance written notice to the other party. Plan Sponsor directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Agreement, Empower will cease to provide the Services. Plan Sponsor acknowledges that after the termination of this Agreement, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Agreement, Empower shall have no further obligations hereunder except as set forth in this subsection. Notwithstanding the foregoing, upon a written request by Plan Sponsor, Empower will provide Plan Sponsor, or a designated successor service provider, with Plan data and other information residing on Empower's recordkeeping system in Empower's standard format or another mutually agreeable format. Any request for Empower to provide information other than in its standard format shall be at Empower's sole discretion, and Plan Sponsor agrees to pay all fees, costs and expenses associated with such a request.

**12.3. Plan Termination.** If the Plan terminates, Empower may utilize any procedures promulgated by the U.S. Department of Labor or other applicable regulatory agencies for abandoned or orphaned plans, including the facilitation of distributions to payees and any other required plan termination requirements.

## 13. Miscellaneous

**13.1. Affiliates & Agents.** Plan Sponsor acknowledges and agrees that Empower may utilize the services of affiliates, agents, vendors and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder.

**13.2. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Neither Empower nor its personnel shall be considered employees of Plan Sponsor for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement.

**13.3. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their affiliates and is not intended to confer any rights or remedies upon any other person.

**13.4. Assignment.** This Agreement shall be binding upon and inure to the benefit of each of the parties, their affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or affiliate, in each case without the other party's consent.

**13.5. Entire Agreement.** This Agreement, including all Exhibits, Schedules, notices and attachments, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. Except as otherwise provided herein, this Agreement may be modified only by an Amendment signed by authorized representatives of each party. Notwithstanding the foregoing, Empower may unilaterally amend the Agreement in order to comply with applicable laws, to add or enhance the Services, or to update the method of providing the Services, by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change and explaining Plan Sponsor's right (if any) to opt out of the change. Service elections or modifications that alter the terms of the Schedule of Services or the Fee Schedule may be reflected in a new version of such document, which will be produced by Empower and made available to Employer, and which shall replace all prior versions of such document(s). Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

**13.6. Governing Law; Waiver of Jury Trial.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of the Plan Sponsor's residence, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in the Plan Sponsor's state of residence. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law. Plan Sponsor agrees that to the extent it can assert sovereign immunity under applicable law, it waives such sovereign immunity to the extent necessary to permit Empower to enforce the terms and conditions of this Agreement under the dispute resolution mechanism specified herein. Plan Sponsor further agrees to not assert sovereign immunity as a defense to any claim or action that Empower may bring relating to this Agreement.

**13.7. Unclaimed Property.** With respect to any unclaimed property, Empower's standard policy is to follow state unclaimed property regulations and escheat assets in those accounts to the Plan or Participant's state of residence based on Empower's records. By executing this Agreement, Plan Sponsor acknowledges and agrees that this standard policy will be applied to any unclaimed property associated with the Plan. However, Plan Sponsor may direct Empower, in writing, to treat the Plan's unclaimed property in a different manner. If Plan Sponsor directs Empower to dispose of such assets in any manner that differs from or is inconsistent with Empower's standard policy, Plan Sponsor understands and agrees that it is solely responsible for (i) determining whether any assets in those accounts are payable to any State or other jurisdiction under applicable escheat or unclaimed property



laws; and (ii) issuing proper directions to Empower and the Trustee (as applicable) as to disposition of such assets.

**13.8. Website Services.** Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the “Website Services”). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a “User ID”) is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with this Agreement and commercially reasonable industry standards.

**13.9. Force Majeure.** Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, or disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party

**13.10. Severability.** The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

**13.11. Notices.** All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:

Great-West Life & Annuity Insurance Company  
 Empower Retirement Division  
 8515 East Orchard Road  
 Greenwood Village, CO 80111

With a copy to:  
 Great-West Life & Annuity Insurance Company  
 8515 East Orchard Road  
 Greenwood Village, CO 80111  
 Attn: General Counsel

**13.12. Headings; Defined Terms; Counterparts.** Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

**13.13. Survival.** The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidential Information; Privacy & Data Security; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Unclaimed Property; Website Services; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

**13.14. Signatures/Corporate Authenticity.** Plan Sponsor has been provided a signature page ("Signature Page") that applies to this Agreement as well as to certain other documents, which are listed thereon. By signing the Signature Page, the parties certify that they have read and understood this Agreement, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

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### **BUSINESS CONTINUITY PLAN NOTICE**

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Great-West Life & Annuity Insurance Company of New York\* ("the Company"), maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the Call Centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative call center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer Service will continue to be provided by re-routing telephone calls to a Call Center located in one or more alternative sites located outside of the region.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

\* Record keeping and administrative services are provided by Great-West Life & Annuity Insurance Company, and in New York, Great-West Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. Sept. 2012)

## Privacy Notice

**The Great-West Family of Companies** protects your privacy. We have policies to keep your nonpublic personal information private. We may share it with affiliates and third parties that we do business with, and in other ways permitted by law.

### Our websites

When you visit our websites, we may collect technical and navigational information, such as device type, browser type, Internet protocol address, pages visited, and average time spent on the websites. We use this information for a variety of purposes, such as maintaining the security of your online session, online advertising, facilitating site navigation, improving our websites' design and functionalities, and personalizing your experience. Additionally, we use temporary and/or persistent cookies, web beacons and other similar technologies ("cookies") to support the operation of the Great-West Family of Companies' websites. Cookies are text files that are placed by a client server onto the browser of a visitor to a website. These files are harmless to your computer, and store navigation information as you move throughout the website. These cookies help us to collect information about visitors to our websites. We also use cookies for security purposes and to personalize your experience, such as customizing your screen layout. On their own cookies do not contain or reveal any personally identifiable information. However, if you choose to furnish us with personally identifiable information, this information can be associated with the data collected using the cookies.

The Great-West Family of Companies and third-party service providers we hire may use cookies in online advertising. We do not share personally identifiable information about our customers with these third-party service providers, and they do not collect such information for us. These third-party service providers help us determine which products and services offered by the Great-West Family of Companies may be of interest to you. These service providers may collect information about your activity on our websites using cookies and other technologies to analyze, for example, pages visited, search engine referrals, browsing patterns, and responses to advertisements and promotions. Such service providers may only collect and use such information for purposes specified by us and not for their own purposes. Third-party advertising companies may use these cookies to optimize the placement by the Great-West Family of Companies of our online advertisements on unaffiliated websites. We do not share personally identifiable information about our customers with these third-party service providers, and they do not collect such information for us. You can refuse or delete cookies. Most browsers and mobile devices offer their own settings to manage cookies. If you refuse a cookie when accessing one of the Great-West Family of Companies' websites, or if you delete cookies, you may experience some inconvenience in your use of our websites. For example, you may not be able to sign in and access your account, or we may not be able to recognize you, your device, or your online preferences.

### Information we collect

We collect and store information. It comes from forms that you complete, when you access our websites, from business you have conducted with us and other parties we do business with, and from consumer and insurance

- Great-West Life & Annuity Insurance Company
- The Great-West Life Assurance Company (US operations)
- Great-West Life & Annuity Insurance Company of New York
- Great-West Financial Retirement Plan Services, LLC
- Advised Assets Group, LLC
- GWFS Equities, Inc. ‡
- The Canada Life Assurance Company (US operations)
- Emjay Corporation
- Empower Retirement ‡‡
- FAScore, LLC
- Great-West Life & Annuity Insurance Company of South Carolina
- Great-West Capital Management, LLC
- Great-West Funds, Inc.
- Great-West Trust Company, LLC
- Westkin Properties Ltd.

‡ GWFS Equities, Inc. is a Member of the Securities Investor Protection Corporation ("SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC:

Securities Investor Protection Corporation  
805 15th Street, N.W. Suite 800

Washington, D.C. 20005-2215

Email: [asksipc@sipc.org](mailto:asksipc@sipc.org)

Tel: (202) 371-8300

Information about SIPC is also available at [www.sipc.org](http://www.sipc.org).

‡‡ Empower Retirement refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, and their subsidiaries and affiliates.

<p>reporting companies.</p> <p><b>Security of your information</b></p> <p>We have physical, administrative, and technical safeguards in place to protect your privacy.</p> <p><b>Access to information</b></p> <p>The only employees who have access to your records are those who need it for business reasons.</p> <p><b>Our information sharing practices</b></p> <p>We limit the information we share and the parties we share it with. We share your information to help you do business with us. What we share depends on the types of products or services you request. As we are only permitted to share your information in ways described in this notice, the Great-West Family of Companies do not respond to "do not track" signals or similar digital privacy mechanisms. For example, we may share information:</p> <ul style="list-style-type: none"> <li>• from business forms that you complete (such as your name, address, SSN, plan or ID number, assets and income from your application)</li> <li>• about your business with us, or others (such as your policy or contract coverage and benefits and payment history)</li> <li>• about your relationship with us (such as the products or services you purchased)</li> <li>• from your employer, benefit plan sponsor, or group product (such as your name, address, SSN, plan or ID number and age)</li> <li>• from consumer and insurance reporting organizations (such as your credit, financial or health history; please note, these organizations may retain information provided to us and disclose it to others)</li> <li>• from other third parties (such as health and demographic information)</li> <li>• from visitors to our websites (such as information you provide online by completing forms, site visit data and "cookies")</li> </ul> <p><b>Sharing of health information</b></p> <p>We won't share your health information, unless such sharing is permitted or required by law. For a description of how we share your health information, please contact our Privacy Officer at the address noted below.</p> <p><b>Sharing information with other parties</b></p> <p>You may permit us to share your information with other parties. Your information may be shared without your consent with our affiliates and other third parties if permitted by law. We do not share your information for any purpose that requires an opt-in or opt-out.</p> <p>Our affiliates are listed and include, but are not limited to, our broker-dealers and our trust company. Your information may be shared to serve you better or to make it easier for you to do business with us.</p> <p>We may also share your information with vendors and financial institutions. Vendors perform services for us such as processing transactions. Financial</p>	<p>Revised 08/2015 (standard + CA)</p>
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institutions such as banks have marketing agreements with us. We have agreements with these parties requiring them to protect the privacy of your information. They are not allowed to use the information other than as specified or permitted by law.

Other disclosures that may be made without your consent, include:

- To detect or prevent fraud & other criminal activity;
- To a medical professional for eligibility or audit purposes;
- In response to a question from a government agency;
- For purposes otherwise permitted or required by law;
- In response to a subpoena or court order;
- To a group policy holder to report claims experience or for an audit;
- In connection with a sale or merger of all or part of our business;
- To a government agency to determine your eligibility for benefits they may have to pay for;
- To a peer review committee to evaluate a medical professional;
- To a certificate holder or policyholder to provide information about the status of a transaction.

#### **Our treatment of information about former customers**

If our relationship ends, we will not share your information with third parties except as the law requires or permits.

#### **Access to information**

You may access your information by submitting a written request that describes the information. We will respond within 30 business days or as required by state law. Our response will explain the nature and substance of the information on record. We will identify, if recorded, the parties we shared your information with over the last 2 years.

**Right to Correct, Amend or Delete Information.** You may submit a written request to us to correct, amend or delete any information in our records. We will respond to your request within 30 business days or as required by state law.

If we agree to your request, we will notify you in writing. We will provide the corrected information to any person you identify that has received the information in the last 2 years and to any insurance reporting organization we may have provided the information to over the last 7 years. If we refuse your request, we will explain why and you will have the right to file a statement of disagreement.

We reserve the right to revise this policy as needed. If changes are made, we'll send you a revised notice and post the new policy on the [www.greatwest.com](http://www.greatwest.com) website.

#### **Chief Privacy Officer**

Great-West Life & Annuity Insurance Company  
 8525 East Orchard Road  
 Greenwood Village, CO 80111



## **Procedures for Complying with Fund Company**

### **Market Timing and Excessive Trading**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07



### Schedule of Services

#### Services provided by Empower

- A. Recordkeeping Services - Core Services.** The following services are core recordkeeping and communication services available to all plans.

#### ***Implementation Services:***

##### **Empower will provide the following conversion services prior to the receipt of assets:**

- Gathering initial plan information;
- Coordinating conversion assets from a prior service provider;
- Reconciling plan assets;
- Loading records onto the recordkeeping system; and
- Assisting Employer's payroll office or payroll vendor to process the next scheduled payroll to Empower on or after the implementation period.

#### ***Implementation Period:***

##### **Merging Plan:**

An existing Employer Plan that is converting to Empower will be subject to an implementation period to facilitate the movement of Participant, Alternate Payee and Beneficiary records and Plan assets from the prior record keeper and/or trustee to Empower.

#### ***Blackout Notice Services:***

##### **Initial Blackout Notices:**

Empower will assist in the preparation of the initial transition blackout notice and will provide the blackout notice to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries, as requested by the Plan Sponsor. A "Blackout Period" is defined as any period of more than three consecutive Business Days during which the Participant, Beneficiaries and Alternate Payees are prohibited or restricted from exercising certain otherwise available rights, such as directing investment of their accounts, obtaining loans or making distributions. During the implementation period, Plan Sponsor's prior record keeper's improper reporting or incomplete transferred records may impact the blackout period end date. Such an impact may cause an extension of the blackout period, resulting in a second notice. Empower may agree to provide this additional blackout notice if the parties agree in writing.

##### **Future Blackout Notices:**

If mutually agreed to in writing, Empower may provide blackout notices to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries for fund or other ongoing plan changes that result in a period of more than three (3) consecutive Business Days where the Participant, Alternate Payee and Beneficiary are restricted from exercising certain otherwise available rights such as directing investments of their accounts, obtaining loans or taking distributions.

#### ***Establishment of Accounts:***

##### **1. Participant Accounts:**

- a. Participant accounts shall be established and maintained for each Employer-approved new enrollee and each employee or former employee with a balance in the plan ("Participant"). Each Participant's account record shall consist of the



Participant's name, Social Security number ("SSN"), mailing address, date of birth, and any such other information as required from time to time for provision of services to the Plan.

- b. On and after the receipt of assets, Empower shall maintain a record of each Participant's investment option allocation and transaction received in good order to the recordkeeping system, including:
  - (i) Current and historical investment allocations and percentages for each available investment option.
  - (ii) Current account balances of each Participant in each available investment option and money source.
  - (iii) An accounting of each transaction made to each available investment option and money source.
- c. Empower shall provide each Participant with access to his or her account and investment information via a Web site, the voice response unit ("VRU") and the Client Service Center toll-free telephone number. Participants may use these services to change allocations of future deferrals and/or initiate transfers between and among investment options available under the Plan(s).
- d. Empower shall make available to each Participant a quarterly account statement in Empower's standard format.

Additionally, confirmation will be provided of every completed change requested by a Participant. Participants will also have access to their account activity via the VRU and the Web site.

- e. If applicable, Empower will include vesting information on Participant statements, provided that Plan Sponsor provides Empower with all vesting information required under applicable law.

## **2. Alternate Payee Accounts**

If the Plan accepts Qualified Domestic Relations Orders ("QDROs"), Plan Sponsor hereby instructs Empower to complete an administrative review of all Employer-approved QDROs submitted on or after the Effective Date of this Agreement to ensure that Empower can determine the amount of the Alternate Payee's award, mailing address and SSN. If elected by the Alternate Payee in good order and in a manner satisfactory to Empower, an Alternate Payee account will be established pursuant to the terms of the QDRO, the Plan requirements in effect on the date of account establishment.

## **3. Beneficiary Accounts**

If elected by the Beneficiary(ies) in good order and in a manner satisfactory to Empower, Empower will establish a Beneficiary account pursuant to the terms of the Plan requirements in effect on the date of establishment.

### ***Contribution Processing:***

Contributions sent directly via the PSC and processed with ACH funding by 12:00 Midnight Mountain Time (2:00 am Eastern Time) will be allocated effective the next Business Day (at that Business Day's unit value). Empower may allow other contribution methods which may require different timing. Empower will provide additional information upon request.

In the event that a Participant has not affirmatively elected an investment allocation, Plan Sponsor instructs Empower to allocate to a default fund(s) chosen by the Plan Sponsor.

***Distributions and Forfeitures:***

Empower will create and maintain a record of any distribution, including the distribution reason, from the Plan made with respect to each Payee. If applicable, Empower will provide a Code §402(f) Notice of Special Tax Rules on Distributions to the Payee at the time of distribution. Unless otherwise agreed to in writing, Empower is not responsible for issuing any other Participant, Alternate Payee or Beneficiary notice required by the Code, as applicable. Distributions will be made within two (2) Business Days if Empower receives instructions in good order.

**1. Participant Distributions**

Empower will make distributions to Participants pursuant to the Plan Sponsor's and Participant's distribution requests received in good order.

**2. Alternate Payee Distributions**

Upon receipt by Empower of an Alternate Payee's distribution request in good order and in a manner satisfactory to Empower and completion of a QDRO administrative review discussed above, Empower shall process a distribution pursuant to the terms of the QDRO, the Plan and the Code, as applicable and in effect on the date of the distribution. Plan Sponsor instructs Empower to determine the amount due to the Alternate Payee based solely on the account records on Empower's recordkeeping system.

**3. Beneficiary Distributions**

Plan Sponsor instructs Empower to pay the claimant listed on the Death Benefit Claim form signed by the Plan Sponsor unless there is a conflict between the designation on file with Empower and the claimant listed on the Death Benefit Claim form. In the event of a conflict, the Plan Sponsor will determine which Beneficiary designation will control.

**4. Forfeiture Processing**

If applicable, Empower will calculate forfeiture amounts based upon the Participant's vesting and will place the forfeiture amounts in a separate Plan account as instructed by the Plan Sponsor.

**5. Participant Termination Services**

If the services described in this subsection is made available to the Plan Sponsor by Empower, and if the Plan provides for de minimis Participant accounts to be distributed after termination, then the Plan Sponsor instructs Empower to distribute communication material to the terminated Participant informing them of their distribution options. Such information includes communicating to the Participant that if he/she does not take a distribution of the



account that it will be automatically rolled over into the Plan Sponsor-elected de minimis IRA. Plan Sponsor also instructs Empower to automatically roll any monies remaining in the Plan after a certain period of time following these communications to the rollover provider selected by the Plan Sponsor.

Plan Sponsor permits Empower to send out communication material to terminated participants informing them of their distribution options.

***Transfers:***

Participant, Alternate Payee and Beneficiary-initiated transfers will be processed and effective the Business Day they are received at Empower's home office, if received before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation). If transfers are received at Empower's home office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day (or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).

***Tax Reporting of Distributions:***

1. Plan Sponsor appoints Empower as its agent to perform income tax withholding and reporting for all Payee distributions and agrees to provide all necessary information needed by Empower to perform these services.
2. Empower shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances.
3. Empower will complete necessary tax reporting forms for Payee distributions, file the tax reporting forms with the IRS and send copies to the Payee.

***Plan Loans:***

Empower will process Participant account reduction loans pursuant to the Plan's loan policy and Empower's loan procedures, as amended from time to time. Plan Sponsor agrees to provide an authorization for all Participant loan requests.

***Ongoing Plan Resources:***

1. Empower will provide the Plan Sponsor access to Plan information and electronic approval capabilities via the PSC.
2. Empower will provide the Plan Sponsor access to a Plan Services Representative for assistance with plan questions.
3. Empower shall provide periodic Employer Plan Reports in Empower's standard format.

***Participant Rollover Contributions:***

Plan Sponsor directs Empower to process Participant rollover contributions received in good order pursuant to the Participant's direction in accordance with procedures provided by Empower to the Plan Sponsor and without any further Plan Sponsor approval or authorization.

***Communication and Education (subject to applicable law):***

1. Standard forms, notices and other information necessary for the service provided to the Plan will be provided to Plan Sponsor and to Participants via the PSC and/or through enrollment meetings.
2. Empower will provide investment education and communication materials, which may include education and planning tools, newsletters, brochures, or other materials.

**B. Elective Services.** The following elective services are available upon Plan Sponsor meeting certain requirements. Additional fees may apply.

**1. Eligibility Determination**

Plan Sponsor can instruct Empower to calculate Participant eligibility based on Plan Sponsor's instructions as to the Plan's eligibility requirements. Plan Sponsor instructs Empower to reject the enrollment of any Participant determined to be ineligible. For each ineligible determination, Plan Sponsor instructs Empower to notify the Participant to contact the Plan Sponsor if he or she wishes to appeal the determination.

**2. Online Enrollment**

Plan Sponsor can instruct and authorize Empower to allow online Participant enrollment. Plan Sponsor instructs Empower to issue a Personal Identification Number ("PIN") to every eligible employee, allowing enrollment in the Plan through the Web site and VRU.

**3. Automatic Enrollment**

Empower can perform automatic enrollment and deferral increase services, and create and mail initial and annual automatic enrollment notices, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

**4. Deferral Processing**

Plan Sponsor can instruct and authorize Empower to provide for deferral processing by the Plan Sponsor via the Web site. Participants may access the Web site to input the required payroll deferral amount/percentage information. Plan Sponsor acknowledges that the Deferral Processing service described in this Section shall only be available as long as Empower is the sole record keeper for the Plan.

If Plan Sponsor uses Empower's Automatic Enrollment services, Deferral Processing does not require separate election.

**5. Vesting Services**

Plan Sponsor needs to provide Empower all information necessary to perform vesting services. Employer hereby instructs and authorizes Empower to:

- a. Maintain each Participant's vesting percentage on Empower's recordkeeping system;
- b. Display the Participant's vested account balance on the quarterly statements; and
- c. Calculate and process withdrawals and/or loans according to the vested percentage.

**6. Loan Approval**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant loan requests submitted in a manner acceptable to Empower. If the Plan is subject to spousal consent requirements, loans may only be initiated by paper forms and not online or by VRU. Plan Sponsor agrees to specifically authorize each principal residence loan request.

## **7. Distribution Processing**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, requests for distributions in good order and in a manner acceptable to Empower. If Plan Sponsor does not provide the Participant's termination date or other required information, Plan Sponsor instructs Empower to route the request to Plan Sponsor for approval before processing the distribution.

## **8. In-Service Distributions at Age 59½ (for 401(k) and 401(a) Plans Only)**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant age 59½ in-service distribution requests received in good order and in a manner acceptable to Empower. If the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant on the form.

## **9. Voluntary In-Service DeMinimus Distributions (for Governmental 457(b) Plans Only)**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant initiated DeMinimus distribution requests received in good order and in a manner acceptable to Empower. If vesting is applicable and the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant form.

## **10. Automated Mandatory Distributions (De Minimis)**

Empower can perform automated mandatory distributions of small account balances, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

## **11. Beneficiary Record Keeping**

If Empower is and remains the sole record keeper for the Plan during the term of this Agreement, Plan Sponsor can instruct and authorize Empower to accept, maintain and file, without Plan Sponsor's signature, Beneficiary Designation forms received by Empower in good order and in a manner acceptable to Empower. Upon request, Plan Sponsor agrees to provide Empower with any and all Beneficiary information filed with the Plan by the Participant prior to the Effective Date of this Agreement.

If the spousal consent rules apply, Plan Sponsor shall provide Empower with instructions as to the portion of the Participant account for which a Beneficiary may be designated without spousal consent under the Plan. Plan Sponsor instructs Empower to rely on the marital status specified by the Participant on the Beneficiary Designation form and to obtain spousal consent, when applicable.

## 12. Investment Advisory-Related Services

If the Plan Sponsor meets the relevant underwriting and other requirements, Advised Assets Group, LLC (“AAG”), a federally registered investment adviser and wholly owned subsidiary of Empower, may offer fund performance data and/or similar services regarding the investment options in the Plan through the Plan's recordkeeping and administrative relationship with Empower.

AAG, may separately offer Empower Retirement Advisory Services (Online Investment Guidance, Online Investment Advice and Managed Account service) to the Participants in the Plan through the Plan's recordkeeping and administrative relationship with Empower. Plan Sponsor may instruct AAG to make Empower Retirement Advisory Services available to Plan Participants in accordance with the terms and conditions of the Empower Retirement Advisory Services Agreement between AAG and Plan Sponsor.

### ***Special Investment Options:***

#### **1. Self-Directed Brokerage Accounts**

Plan Sponsor can choose to offer a self-directed brokerage option (“SDB”). Plan Sponsor agrees to complete and execute all documents required to activate the SDB.

#### **2. Life Insurance**

If, at the time of conversion, the Plan has existing life insurance policies, limited services may be available as described in Empower's life insurance guidelines and policies, as updated from time to time. If Empower determines that such services will be offered, Empower will remit insurance premiums to the applicable life insurance provider pursuant to Plan Sponsor's instructions as to the timing and manner of premium remittance. Plan Sponsor may be required to retain a third-party administrator to perform certain compliance and other services. Life insurance cannot be added to an existing Plan. Additional fees may apply.

## **C. Plan Document Services**

Empower will offer a volume submitter plan document, a standard summary plan description and plan document amendments required by changes in applicable laws and regulations. If Plan Sponsor declines to use Empower's volume submitter plan document, it acknowledges that Empower will not be responsible for providing plan document updates or other plan document services as described in the Agreement.





**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY  
RECORDKEEPING SERVICES AGREEMENT ADDENDUM FOR  
IRC 401 ENHANCED PLAN SERVICES**

This Addendum to the Recordkeeping Service Agreement entered into between Empower and Employer describes certain services under which Empower will process Participant requests without obtaining additional Employer signatures or other specific approvals. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Addendum will act as a one-time instruction and approval by Employer for Empower to process all Participant requests that meet the stated criteria. In addition, Employer, and not Empower, is responsible for reviewing the Plan document to ensure compatibility with the services described in this Addendum.

In order to receive the services detailed in this Addendum, Employer must utilize the PSC and must provide all necessary information via an electronic payroll file. Employer must also provide any additional information or instructions as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. Services that involve the processing of distributions to Participants are not available if the Plan includes QJSA/QPSA provisions. If at any time Employer does not meet these general requirements, or does not meet the specific requirements of any service described in this Addendum, Empower will not be required to continue to provide such service.

Employer may elect one or more services by checking the corresponding boxes on the Enhanced Plan Services Election Form. Some services may have a corresponding fee; for further information, please refer to your Fee Schedule.

### **1. Eligibility Determination Enrollment**

Employer hereby instructs Empower to calculate Participant eligibility based on Employer's instructions as to the Plan's eligibility requirements and on the Participant information provided by Employer. Employer instructs Empower to reject the enrollment of any Participant determined to be ineligible. For each ineligible determination, Employer instructs Empower to notify the Participant to contact Employer if he or she wishes to appeal the determination. Employer agrees to notify Empower at least thirty (30) days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's requirements.

### **2. Online Enrollment**

Employer hereby instructs and authorizes Empower to allow online enrollment. Once the electronic payroll file is transmitted, Employer instructs Empower to issue a Personal Identification Number to every eligible employee, allowing enrollment in the Plan through the website.

### **3. Beneficiary Recordkeeping**

Employer affirms that the Plan allows web-initiated beneficiary designations. Employer hereby instructs and authorizes Empower to accept, maintain and file, without Employer's further approval, beneficiary designations received by Empower in good order and in a manner acceptable to Empower. Upon request, Employer agrees to provide Empower with any and all beneficiary information filed with the Plan by Participants prior to the Effective Date.





Employer shall provide Empower with instructions regarding any Plan requirements as to spousal consent for beneficiary designations. If there are any such requirements, Employer instructs Empower to rely on the marital status specified by the Participant on the beneficiary designation form, and to obtain spousal consent, when applicable. If a beneficiary designation requires spousal consent, such designation may be made only by paper form.

Unless Employer qualifies for and has elected the Beneficiary Confirmation for Death Benefit Claims service described below, Employer agrees to review and sign each death benefit claim form. In the event Employer submits a signed death benefit claim form for a claimant other than the beneficiary on file with Empower, if any, Empower will return the form to Employer for further instructions.

#### **4. Deferral Recordkeeping**

Employer hereby instructs and authorizes Empower to allow Participants to update their deferral elections via the website and voice response unit. Employer must provide initial deferral amounts for all Participants. Empower will forward updated deferral information to Employer according to the schedule elected by Employer.

#### **5. Loans**

Employer agrees that all loans shall be account reduction loans repaid by payroll deduction and shall be consistent with the loan policy and the procedures established by Empower from time to time. Employer instructs and authorizes Empower to process, without further Employer approval, Participant loan requests submitted through a form acceptable to Empower or through the Participant website. Principal residence loan requests must be submitted on a paper form with supporting documentation. In order to receive this service, Employer must also utilize Empower's Vesting service, if the Plan has a vesting schedule. If the Plan requires spousal consent for loans, the request must be submitted on a paper form.

#### **6. Vesting**

Employer instructs and authorizes Empower to:

1. Maintain each Participant's vesting percentage on Empower's recordkeeping system;
2. Display the Participant's vested account balance on the quarterly statements; and
3. Calculate and process withdrawals and/or loans according to the vested percentage on Empower's system.

The Plan's vesting schedule must be a standard graded or cliff schedule. If the Plan uses actual hours for calculating vesting, Employer must provide a "Years of Service" file to Empower, and must take all precautions not to duplicate hours on Empower's recordkeeping system.

#### **7. Distribution Processing for Severance of Employment or Retirement**

Employer hereby instructs and authorizes Empower to process, without Employer's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Empower.

In order to receive this service, Employer must also utilize Empower's Vesting service, if the Plan has a vesting schedule. If Employer has not provided a Participant's termination date or other required information, Employer instructs Empower to route the request to Employer for approval before processing the distribution. For spousal consent purposes, Employer



instructs Empower to rely on the marital status specified by the Participant in the request form.

#### **8. In-Service Distributions at Age 59 ½ (for 401(k) and 401(a) Plans Only)**

Employer hereby instructs and authorizes Empower to process, without Employer's further approval, Participant requests for age 59 ½ in-service distributions, provided such requests are received in good order and in a manner acceptable to Empower. Employer represents that the Plan allows Participants to take in-service distributions at age 59 ½.

In order to receive this service, Employer must also utilize Empower's Vesting service, if the Plan has a vesting schedule. If Employer has not provided a Participant's birth date, or if there is a discrepancy between the birth date on the system and the birth date on the request form submitted by the Participant, Employer instructs Empower to reject the request pending further information. For spousal consent purposes, Employer instructs Empower to rely on the marital status specified by the Participant in the request form.

#### **9. Required Minimum Distributions**

Empower will provide a notice and distribution form to each Participant attaining age 70 ½ or older in the current calendar year who has not taken a distribution for the current calendar year. The notice informs the Participant that required minimum distributions must begin no later than April 1 of the calendar year following the later of age 70 ½ or retirement. Empower will not initiate such distributions, but will only process such distributions upon receipt of a Participant or Employer request in good order. Each year, Empower will provide a report to Employer listing Participants who are age 70 ½ or older and whether each has taken a distribution for the calendar year. In order to receive this service, Employer must also utilize Empower's Vesting service, if the Plan has a vesting schedule.

#### **10. Beneficiary Confirmation for Death Benefit Claims**

Employer hereby instructs and authorizes Empower to process, without Employer's further approval, death benefit claim forms received in good order from beneficiaries under the Plan. Empower is instructed to determine a Participant's beneficiary pursuant to the most recent beneficiary designation available to Empower. If a Participant has not designated a beneficiary, or if no designated beneficiary survives the Participant, Employer instructs Empower to forward the claim to Employer to determine the beneficiary before processing the distribution.

Death benefit claim forms submitted without complete information or without a certified copy of the deceased Participant's death certificate or other required documentation will not be processed, and the claimant will be notified of the deficiency. Processing will continue once Empower receives all required information and documentation in good order. Claimants determined not to be beneficiaries will be notified that their claims have been rejected.

Employer shall make determinations with respect to any competing or other questionable death benefit claims.

In order to receive this service, Employer must also utilize Empower's beneficiary recordkeeping and vesting tracking services, if applicable.

#### **11. Safe Harbor Hardships ((for 401(k) and 401(a) Plans Only)**

Employer instructs and authorizes Empower to process, without Employer's further approval, all Participant requests, received in good order and in a manner acceptable to Empower, for distributions due to hardship, resulting in an immediate and heavy financial



need that cannot be alleviated by any other means available to the Participant. Empower shall only process such requests if they meet the safe harbor defined in the Treasury Regulations, as described below. Employer further instructs Empower to rely on any and all representations by a Participant in a request, including, but not limited to representations that:

1. The Participant has taken all available in-service distributions from the Plan; and
2. The Participant has obtained all non-taxable loans available under all Plans maintained by Employer, to the extent such loans would not cause the Participant to incur an additional financial hardship.

A distribution is deemed to be for an immediate and heavy financial need if it is made for any one or a combination of the following safe harbor reasons, as defined in Treas. Reg. §401(k)-1(d)(3)(iii)(B), as amended from time to time:

1. Medical expenses (described in Code Section 213(d)) previously incurred by the Participant, the Participant's primary beneficiary, spouse or any dependents (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));
2. The need to prevent the eviction of the Participant from his/her principal residence or foreclosure on the mortgage of the Participant's principal residence;
3. The purchase (excluding mortgage payments) of a principal residence of the Participant;
4. The payment of tuition and related educational expenses for the next 12 months of post-secondary education for the Participant, the Participant's primary beneficiary, spouse, children or dependents (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));
5. Funeral or burial expenses for the Participant's deceased primary beneficiary, parent, spouse, children or dependents (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B)); or
6. Principal residence repair expenses for repair of damage to the Participant's principal residence that qualifies for the casualty deduction (as defined in Code §165), determined without regard to whether the loss exceeds 10% of adjusted gross income.

In order to receive this service, Employer must also utilize Empower's beneficiary recordkeeping and deferral recordkeeping services, as well as Empower's vesting tracking service if the Plan has a vesting schedule. In addition, the Plan may not allow for Participants who are terminated employees to take hardship distributions, the Plan may not include any 16(b) trading restrictions, and the Plan may not limit the frequency or minimum amount of a hardships distribution. Before commencing this service, Empower must receive hardship cost basis information from the prior recordkeeper, if any.

For each Participant receiving a hardship distribution, Employer instructs Empower to notify Employer to suspend elective deferrals for a 6 month period, or for such other period as may



be required by the Code, as amended from time to time. Employer instructs Empower to deny any request where the hardship event occurred prior to the Effective Date, or more than one year prior to the date the request is received. Empower may contact Employer for direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy a safe harbor hardship event, Employer instructs Empower to notify the Participant to contact Employer if the Participant wishes to appeal the determination.

## **12. Incoming Rollovers**

Employer instructs and authorizes Empower to accept, without further Employer approval, Participant requests, from active employees of Employer, for incoming rollovers to the Plan that are received in good order and in a form acceptable to Empower. Employer instructs Empower to rely on a Participant's certification, without further investigation or action by Empower, that funds being rolled into the Plan constitute an eligible rollover distribution from an eligible retirement plan within the meaning of Code §402. If other than a direct rollover, the Participant must certify that the rollover is being made to the Plan within sixty (60) days of the date the Participant received the distribution from the prior eligible retirement plan. Employer hereby represents that the Plan accepts incoming rollovers from terminated as well as active employees.

Employer instructs Empower to reject any rollover request received without proper documentation and to return any rollover amounts accompanying such request.

Employer also instructs and authorizes Empower to accept Participant requests for incoming plan-to-plan transfers, if allowed under the Plan, under the same criteria as for rollovers, as described above.

## **13. Qualified Domestic Relations Orders (QDROs)**

Employer's approved model form of QDRO for the Plan is attached to this Agreement. Employer hereby instructs and authorizes Empower to treat as qualified each QDRO received by Empower in good order using the model QDRO form, or a form that is similar in all material respects to the model QDRO form. Employer instructs Empower to process the QDRO, without Employer's further approval, by establishing a separate account for the Alternate Payee or making a lump sum distribution to the Alternate Payee. Employer instructs Empower to send a copy of each QDRO confirmation or rejection letter to Employer.

Employer further instructs Empower to process, without Employer's further approval, all requests, received in good order and in a manner acceptable to Empower, for distributions from Alternate Payee accounts established before or after the Effective Date. Employer instructs Empower to calculate any Alternate Payee's QDRO amount based solely on the Participant's account records on Empower's recordkeeping system, and to reject any QDRO that specifies a valuation date prior to the Effective Date.

If the Plan includes a Self Directed Brokerage (SDB) account and the Alternate Payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan, Empower shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen (15) Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Employer instructs Empower to transfer such amount into the Designated Investment Option. If there are insufficient available funds in the SDB money market, Employer instructs Empower to notify the SDB provider to liquidate all of the



Participant's SDB investments and to transfer the entire amount into the Designated Investment Option.

If the the Plan has existing life insurance and in the event that the sum of all other Participant assets is insufficient to satisfy a QDRO, Employer instructs Empower to instruct any existing life insurance provider under the Plan to surrender all or a portion of the Participant's life insurance policy and to transfer the proceeds to Empower for deposit into the Participant's account for subsequent QDRO processing. The amount of the surrender shall be no more than the amount necessary to satisfy the QDRO.

Employer agrees to make determinations with respect to orders received that are not materially similar to the model QDRO form for reasons other than inclusion of a valuation date that precedes the Effective Date.

**By signing the Agreements/Signature Adoption Page, Employer agrees to all of the above provisions for the services elected by Employer on the Enhanced Plan Services Election Form.**



**Employer's approved model form of Qualified Domestic Relations Order ("QDRO") for IRC 401 Plans**

This is a Model Qualified Domestic Relations Order that has been preapproved for use by the Employer with respect to the defined contribution plan of the Participant. This Model should be used in conjunction with your attorney's advice and assistance. The format of the Qualified Domestic Relations Order will vary depending upon the rules of the court in your jurisdiction. Nothing contained in this Sample shall be construed as tax or legal advice. It is recommended that a proposed version of this order be submitted to Empower with the body of the order filled in prior to entry of this order for purposes of your obtaining Empower's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®  
P.O. Box 173764  
Denver, CO 80217-3764  
Fax # (866) 633-5212

.....COURT, CITY OF ....., COUNTY OF .....

STATE OF .....

IN RE THE MARRIAGE OF:

.....

No. ....

Petitioner, )  
and )  
Respondent )

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on \_\_\_\_\_ and divorced on \_\_\_\_\_.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:

- a. Name: \_\_\_\_\_
- b. SSN: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. Date of Birth: \_\_\_\_\_

3. **Alternate Payee Information:** The name, last known address, and social security number of the "Alternate Payee" are:

- a. Name: \_\_\_\_\_



- b. SSN: \_\_\_\_\_  
 c. Address: \_\_\_\_\_  
 d. Date of Birth: \_\_\_\_\_

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

4. **Plan Name.** The name of the Plan to which this Order applies is the \_\_\_\_\_ Plan, (hereafter referred to as "Plan"). Any changes in the Plan Administrator, Employer, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.
5. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 401 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d)(3) of ERISA and the Retirement Equity Act of 1984, P.L. 98-397.
6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of \_\_\_\_\_.
7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.
8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$\_\_\_\_\_ of the Participant's Total Vested Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$\_\_\_\_\_(dollars and cents) or \_\_\_\_% (percent)] of the Participant's Total Vested Account Balance accumulated under the Plan as of \_\_\_\_\_ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

[Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to \_\_\_\_\_. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than \_\_\_\_\_. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from \_\_\_\_\_ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.]





Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant. Such Total Vested Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions.

The Alternate Payee's portion of the benefits described above shall be allocated on a pro rata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance or Self-Directed Brokerage ("SDB"), if any. The Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee. If there are any SDB investments, and if the balance in the core investments is insufficient to satisfy the judgment, Participant must initiate a transfer of the amount needed to satisfy the judgment from the SDB into the core investments. If participant fails to initiate such a transfer, or if the transfer is insufficient to satisfy the judgment, one hundred percent (100%) of the SDB Money Market Fund will be transferred to the core investments. If the balance is still insufficient to satisfy the judgment, the entire SDB account may be liquidated and transferred to the core investments.

Unless the Alternate Payee elects an immediate lump sum distribution at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.





12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein. The Alternate Payee shall not be treated as the Participant's surviving spouse for purposes of any pre retirement survivor annuity or joint and survivor annuity benefits which may be provided by the Plan.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
  - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
  - b. to provide increased benefits to the Alternate Payee;
  - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
  - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.  
  
 In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.



20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....  
JUDGE

.....  
Petitioner

.....  
Respondent



**Employer's approved model form of Qualified Domestic Relations Order ("QDRO") For IRC 457(b) Plans**

This is a Model Qualified Domestic Relations Order ("Model QDRO") that has been preapproved by Great-West for use by the Plan for outsourced Qualified Domestic Relations Order ("QDRO") services. Although this Model QDRO conforms with Federal QDRO requirements, it may need to be revised for state and/or local law and/or the specific requirements of the Plan itself. Further, the format of the Qualified Domestic Relations Order may vary depending upon the rules of the court in which the Participant obtains the Domestic Relations Order. For these reasons, this Model QDRO should be used only by the Plan after consultation with the Plan's counsel. Any revisions to the Model QDRO must be submitted to Great-West for approval for use with our outsourced QDRO services. Nothing contained in this Model QDRO shall be construed as tax or legal advice.

It is recommended that a proposed version of this order be submitted to Great-West with the body of the order filled in prior to entry of this order for purposes of your obtaining Great-West's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®  
P.O. Box 173764  
Denver, CO 80217-3764  
Fax # (866) 745-5766

.....COURT, CITY OF ....., COUNTY OF .....

STATE OF .....

IN RE THE MARRIAGE OF:

.....

No. ....

Petitioner, )  
and )  
Respondent )

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on \_\_\_\_\_ and divorced on \_\_\_\_\_.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:

a. Name: \_\_\_\_\_



- b. SSN: \_\_\_\_\_  
 c. Address: \_\_\_\_\_  
 d. Date of Birth: \_\_\_\_\_

3. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" are:

- a. Name: \_\_\_\_\_  
 b. SSN: \_\_\_\_\_  
 c. Address: \_\_\_\_\_  
 d. Date of Birth: \_\_\_\_\_

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

4. **Plan Name.** The name of the Plan to which this Order applies is the \_\_\_\_\_ Plan, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Employer, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 401 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.
6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of \_\_\_\_\_.
7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.
8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$\_\_\_\_\_ of the Participant's Total Vested Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$\_\_\_\_\_(dollars and cents) or \_\_\_\_% (percent) of the Participant's Total Vested Account Balance accumulated under the Plan as of \_\_\_\_\_ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to \_\_\_\_\_. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than \_\_\_\_\_)



\_\_\_\_\_. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from \_\_\_\_\_ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant. Such Total Vested Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions.

The Alternate Payee's portion of the benefits described above shall be allocated on a pro rata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance or Self-Directed Brokerage ("SDB"), if any. The Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee. If there are any SDB investments, and if the balance in the core investments is insufficient to satisfy the judgment, Participant must initiate a transfer of the amount needed to satisfy the judgment from the SDB into the core investments. If participant fails to initiate such a transfer, or if the transfer is insufficient to satisfy the judgment, one hundred percent (100%) of the SDB Money Market Fund will be transferred to the core investments. If the balance is still insufficient to satisfy the judgment, the entire SDB account may be liquidated and transferred to the core investments.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the



right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.

11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
  - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
  - b. to provide increased benefits to the Alternate Payee;
  - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
  - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.



18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....  
JUDGE

.....  
Petitioner

.....  
Respondent



**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY  
RECORDKEEPING SERVICES AGREEMENT ADDENDUM FOR  
EMPOWER PARTICIPANT EXPERIENCE**

This Addendum to the Recordkeeping Service Agreement (“Agreement”) entered into between Great-West and Employer describes certain Plan and investment education and communications materials and services, including education and planning tools through the internet and electronic delivery of plan materials. This Addendum amends or modifies anything in the Agreement to the contrary.

1. Great-West will provide Participants, with certain exceptions, access to retirement income projections through the Empower website. The Empower website will provide Participants with a tool to estimate monthly retirement income and goals based on a number of factors including the Participant’s Plan assets, Plan contribution rates, and compensation data.

Great-West will provide Participants, with certain exceptions, access to Great-West’s Health Cost Estimator on the Empower website. The Health Cost Estimator will provide Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Great-West by Participants. All health care costs and projections will be provided by an unrelated third party vendor. Employer agrees that the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) does not apply to any personal health condition information provided to Great-West by Participants. Employer also acknowledges that such health condition information is owned by the Participant and not by Employer, and that Great-West will not disclose to Employer any health condition information provided to Great-West by Participants without the Participant’s consent. Great-West agrees that, except as provided in the preceding sentence, it will otherwise treat such health condition information as Nonpublic Personal Information (“NPI”) to be held in confidence under the terms of the Agreement. Employer further agrees not to use any information it obtains through the Health Cost Estimator other than for Plan purposes.

Employer represents that all of the enrollment, education, investment and planning information, materials, and tools provided by Great-West under this Addendum are appropriate for use by the Plan, and agrees that all are intended to be investment education as described in ERISA Regulation 2509.96-1 and are not investment, tax or health care advice. Employer further acknowledges that the retirement income projections and the Health Cost Estimator are subject, without limitation, to the risks and limits disclosed on the Participant website, and should not be relied on as the primary basis for medical, insurance, investment, financial, retirement or tax planning decisions.

2. Great-West will deliver plan documents and notices to participants in an electronic manner to the extent applicable as follows:
  - a. Quarterly statements will be posted to the participant website after quarter end. Participants will receive an annual notice advising them of the availability of the quarterly statement on the participant website and the right to receive a paper copy of the statement.
  - b. Plan notices to be delivered by Great-West will be delivered via email to the participant’s email address as provided to Great-West by the Employer or, if the participant has affirmatively elected on the participant website, to the email address provided by the participant or, if neither, via regular mail.

By providing Great-West with a participant’s email address, the Employer confirms that the participant has the effective ability to access notices delivered to such email address at work.

Participants may elect on the participant website or by contacting the Client Service Center to receive quarterly statements and plan notices via regular mail at any time.

3. Empower has partnered with an outside service provider to offer Participants the opportunity to enroll in the Empower Savings and Bill Manager, a cash-flow management solution, as part of Empower’s participant experience. The Empower Saving and Bill Manager allows employees and



Participants to link any bills they want to have paid through the service, create a savings account for emergency savings or other short term savings goals, and automate a debt pay-down strategy. The remainder of any allocated amounts will stay in the user's pre-existing linked bank account. Users have full access to the funds in the savings accounts established within the service, and the user may withdraw or move those funds at any time.

Empower Retirement has integrated the service provider's offering into the Participant web experience through a dedicated link and single sign-on capabilities. Empower will share information with the service provider as necessary to streamline the user experience and to communicate with employees and Participants about the potential benefits of the service

The cost for employees and Participants that enroll in the service is \$6 per month

By signing the Agreements/Signature Adoption Page, Employer agrees to all of the above provisions.

**RECORDKEEPING SERVICES AGREEMENT ADDENDUM FOR  
EMPOWER MY FINANCIAL PATH**

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Empower's financial wellness program (My Financial Path) offers Participants tools and services to review their overall financial wellness and may include information on financial products and services made available by Empower or third party providers. (More information on the applicable financial products and services is available upon request.)

My Financial Path includes a "Next Step Evaluator" tool that allows Participants to complete a personalized online assessment, the output of which provides Participants with ideas on next steps they can take to address certain financial concerns they identified when completing the assessment. Additional educational resources will be available to Participants to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its affiliates may make retirement education consultants available to Participants to provide financial wellness consultations. Retirement education consultants may contact Participants to consult on My Financial Path tools and services and may discuss certain Empower financial products and services during the consultation. Consultations involve topics such as (but not limited to): budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets.

There is no additional cost to the Plan Sponsor or its Participants for the Next Step Evaluator and the additional educational resources offered by Empower. Participants may pay fees if they choose certain products available through My Financial Path (see the product fee schedule(s), if applicable for more detail). Empower may receive fees and other payments from the My Financial Path products offered by Empower and third parties that are selected by Participants. See the Plan's Fee Disclosure Report for more detail (a copy of the Plan's most recent Fee Disclosure Report is available on the Plan Sponsor Website).

## Enhanced Plan Services Election Form for 401(k) and 401(a) Plans

This Enhanced Plan Services Election Form allows you to add individual services or all of the services to your Plan. Please refer to the **Service Agreement Addendum** for features that may apply to the Enhanced Plan Services arrangement when completing this form.

<b>A</b>	<b>Plan Information</b>	
	Plan Name Loxahatchee River Environmental Control District Money Purchase Plan and Trust	Plan Number 100096-01
<b>B</b>	<b>Election For Approval Services</b>	
	<input checked="" type="checkbox"/> <b>Eligibility Determination Enrollment</b> In order to receive this service, Employer must provide birth date, hire date, re-hire date, termination date, and eligibility indicator* for each employee on a payroll period basis	
	<input checked="" type="checkbox"/> <b>Online Enrollment</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, eligibility indicator**, gender***, salary***, and participation date for each employee on a payroll period basis	
	<input checked="" type="checkbox"/> <b>Beneficiary Recordkeeping</b> In order to receive this service, Employer must provide birth date, address and marital status on a payroll period basis	
	<input checked="" type="checkbox"/> <b>Deferral Recordkeeping</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, eligibility indicator, and participation date for each employee on a payroll period basis	
	<input type="checkbox"/> <b>Loans</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, and data to calculate vesting**** for each employee on a payroll period basis	
	<input checked="" type="checkbox"/> <b>Vesting</b> In order to receive this service, Employer must provide birth date, hire date, re-hire date, termination date, eligibility indicator, and YTD hours of service OR current period hours worked for each employee on a payroll period basis based on your plan's set-up	
	<input checked="" type="checkbox"/> <b>Distribution Processing for Severance of Employment or Retirement</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, and data to calculate vesting**** for each employee on a payroll period basis	
	<input checked="" type="checkbox"/> <b>In-Service Distributions at Age 59 ½</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, and data to calculate vesting**** for each employee on a payroll period basis	
	<input checked="" type="checkbox"/> <b>Required Minimum Distributions</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, data to calculate vesting****, and participant owners of 5% or more for each employee on a payroll period basis.	
	<input checked="" type="checkbox"/> <b>Beneficiary Confirmation for Death Benefit Claims</b> In order to receive this service, Employer must also utilize Great-West's beneficiary recordkeeping and vesting tracking services, if the Plan has a vesting schedule.	
	<input checked="" type="checkbox"/> <b>Qualified Domestic Relations Orders (QDROs)</b> In order to receive this service, Employer must also utilize Great-West's vesting tracking service if the Plan has a vesting schedule.	
	<input checked="" type="checkbox"/> <b>Incoming Rollovers</b> In order to receive this service, Employer must provide birth date, address, hire date, re-hire date, termination date, eligibility indicator, and participation date for each employee on a payroll period basis	

\* For employees in an excluded class or employees who move from an excluded class to an eligible class.

\*\* If Empower is not providing eligibility determination services.

\*\*\* If plan has Managed Accounts as default or for plans with Managed Accounts electing the Retirement Readiness Report Card.

\*\*\*\* If applicable.

By signing the Agreements/Signature Adoption Page, Employer agrees to provide the data elements outlined for each elected service on a payroll period basis.

By signing the Agreements/Signature Adoption Page, Employer agrees to provide the data elements outlined for each elected service on a payroll period basis.

### Automatic Enrollment Requirements and Plan Sponsor Acknowledgements

The Plan Sponsor is responsible for providing data to determine whether an employee is eligible to participate in the Plan. The Plan Sponsor shall submit an eligibility indicator and participation date as part of the PDI file unless Service Provider is providing eligibility determination services. If your Plan provides for eligibility of less than 60 days of service, our initial notice delivery service may not comply with the eligibility provisions. You, as Plan Sponsor, are responsible for determining if this service is appropriate for your Plan.

If an eligible employee or participant does not have a valid investment election in place, the Plan Sponsor directs Service Provider to deposit that individual's deferrals into the default investment option that is selected by the Authorized Plan Administrator.

The Plan acknowledges that Service Provider will provide the applicable notices, based on the most current guidance and information available. Service Provider will make a good faith effort to comply with the notice requirements. The Plan has the option to issue its own notices to eligible employees and participants.

In the event a Plan has eligibility requirements that do not allow for a reasonable amount of time for Service Provider to provide Plan Participants with the proper notice or the Plan otherwise fails to provide Plan Participants with the proper notice, the Plan acknowledges and accepts full responsibility for any consequences of failing to satisfy the notice requirements, including any penalties.

### Outsourcing Approval Services

Empower Retirement offers you a comprehensive suite of Outsourcing Approval Services to relieve you from some of the day-to-day responsibilities associated with the administration of your Plan. Outsourcing Approval Services provides your organization with additional support, so your time and resources can be better directed to other matters. You can rely on the recordkeeping expertise of Empower Retirement.

**Beneficiary Confirmation (For Death Benefit Claims)** – Empower Retirement approves the beneficiary for death claims, and processes death benefit claims made by the beneficiary of record.

- The Plan must be set up for full vesting services if applicable, which requires PDI files with data to calculate vesting.
- Empower Retirement must be providing beneficiary record keeping services and have completed a beneficiary solicitation, if applicable.
- Certified death certificate is required for beneficiary confirmation (for death benefit claims).
- Empower Retirement will approve death claims when a beneficiary of record is submitting the claim, and will require Plan Administrator involvement when there is no beneficiary of record, when the beneficiary cannot be determined, or when there is a competing claim.
- Not allowed for QJSA/QPSA Plans.

**Incoming Rollovers / Transfers** – Empower Retirement will review and determine if it shall accept a Plan Participant request for incoming rollovers or transfers from a previous Plan into his/her Empower Retirement account. Outsourcing Approval Services will allow Empower Retirement to accept incoming rollovers/transfers for all Plan Participants and will not be limited to active employees.

**Qualified Domestic Relations Orders (QDROs)** - Empower Retirement processes QDRO requests from Plan Participants that are materially similar to the pre-approved model order.

- Requires PDI files with data to calculate vesting, if vesting applies.
- Empower Retirement cannot administer QPSAs with respect to QDROs.

# PartnerLink authorization form

This form is used by the Employer or Plan Sponsor named below to request authorization for its financial professionals, plan investment fiduciary 3(38), and third party administrators ("TPAs") to establish user IDs and passwords for access to the PartnerLink System ("PartnerLink"). PartnerLink is the primary tool used by the Employer or Plan Sponsor's financial professionals and TPAs for on-line contribution processing, obtaining plan and participant data, requesting/downloading plan files and reports and accessing information regarding compensation. The Employer or Plan Sponsor identified in Part I agrees to notify PartnerLink in the event that any of the below users' or user firms' access is terminated. The identified users and user firms listed below will receive an e-mail notification when their authorization request has been completed.

## PART I: PLAN SPONSOR CONTACT

Plan Name: Loxahatchee River Environmental Control District Money Purchase Plan and Trust	Plan Number: 100096-01
Contact Name: Kara Fraraccio	
Contact Email: kara.fraraccio@lrecd.org	Contact Phone/Ext: 561-401-4095

## PART II: FINANCIAL PROFESSIONAL PARTNERLINK LOGIN REQUEST (SEE BELOW FOR TPA)

To obtain access to Plan information through PSC, please complete the following (addendums may be attached as needed). **Please see Appendix A for detailed access level options and descriptions.** If no box is checked, Default Plan Access as defined in appendix A will be provided.

Financial Professional Name: Frank Wan		Current PSC Username (if applicable)
E-Mail Address: info@burgesschambers.com		Phone: 4076440111
User Type: Check One	Financial Professional: <input checked="" type="checkbox"/> Firm Name: BCA, Inc.	Administrative Staff: <input type="checkbox"/> Firm Name:
1) <b>Default Plan Access as defined in Appendix A is provided for all login requests.</b>		
2) <b>Participant Data Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No participant data access <input checked="" type="checkbox"/> View participant data and order reports <input type="checkbox"/> View, add, edit participant data and order report <input type="checkbox"/> View, add, edit participant data, order reports, and process payroll
3) <b>Compliance Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No Compliance 5500 access <input checked="" type="checkbox"/> View Compliance 5500 <input type="checkbox"/> View, add, edit, submit Compliance 5500
4) <b>To Do List Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No To Do List access <input checked="" type="checkbox"/> View To Do List without email reminders <input type="checkbox"/> View To Do List with email reminders <input type="checkbox"/> View, edit, approve To Do List

<b>5) File Sharing:</b> Select only one option per category; access will not be provided if a selection is not made.				
Auditor Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Client/External Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Compliance Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Conversion Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Trustee Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Payroll Records Folder	<input checked="" type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Vault Folder	<input checked="" type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	

### PART III: PLAN INVESTMENT FIDUCIARY 3(38) LOGIN REQUEST

To obtain access to Plan information through PSC, please complete the following (addendums may be attached as needed). **Please see Appendix A for detailed access level options and descriptions.** If no box is checked, Default Plan Access as defined in appendix A will be provided.

Plan Investment Fiduciary 3(38) Name:		Current PSC Username (if applicable)
E-Mail Address:		Phone:
User Type: Check One	Plan Investment Fiduciary: <input type="checkbox"/> Firm Name:	Administrative Staff: <input type="checkbox"/> Firm Name:
<b>1) Default Plan Access as defined in Appendix A is provided for all login requests.</b>		
<b>2) Participant Data Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No participant data access <input type="checkbox"/> View participant data and order reports <input type="checkbox"/> View, add, edit participant data and order report <input type="checkbox"/> View, add, edit participant data, order reports, and process payroll	
<b>3) Compliance Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No Compliance 5500 access <input type="checkbox"/> View Compliance 5500 <input type="checkbox"/> View, add, edit, submit Compliance 5500	
<b>4) To Do List Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No To Do List access <input type="checkbox"/> View To Do List without email reminders <input type="checkbox"/> View To Do List with email reminders <input type="checkbox"/> View, edit, approve To Do List	

<b>5) File Sharing:</b> Select only one option per category; access will not be provided if a selection is not made.				
Auditor Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Client/External Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Compliance Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Conversion Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Trustee Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Payroll Records Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Vault Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	

#### PART IV: THIRD PARTY ADMINISTRATOR (TPA) FIRM LEVEL PARTNERLINK LOGIN REQUEST

To permit TPA Firm-level user access to your plan, please complete the following (addendums may be attached as needed):

TPA Firm Name and Tax Identification Number:	TPA Contact Person:
E-Mail Address:	Phone:
<p><b>The Default Setup for your TPA firm is to provide Full access to PartnerLink, the To Do List, and File Sharing. This access gives your TPA the ability to view and update participant information, view Plan information, order reports, view and share files. It also gives your TPA firm the ability to authorize or update items on the To Do List depending on the workflow selected. If you wish to add payroll process access, to limit your TPA's access to Inquiry level only, please select below.</b></p>	
<p>1) <b>Access Options for TPA Firm:</b> Select only one option;</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Default Setup as listed above         <input type="checkbox"/> View only access to plan and participant data, and reports       </div>	
<p>2) <b>Process Payroll:</b> Access will not be provided if a selection is not made.</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> No payroll processing         <input type="checkbox"/> Yes payroll processing       </div>	

**\*\*TPAs must use the TPA Authorization Form for Individual User Access to PartnerLink in order to give individual TPA employees or representatives individual-level access to PartnerLink\*\***



#### PART V: PARTNERLINK CLIENT ADMINISTRATION AGREEMENT

With respect to the TPA Firm-level Authorization above, the Client represents that the TPA is responsible for providing certain administrative and compliance services for the Plan under a separate agreement. In order to implement such services, the Client hereby authorizes the Service Provider to grant the TPA access to Plan and participant information stored on the recordkeeping system or to reports produced by the Service Provider. Such access permits the TPA to update Plan and participant information. The Client has, in a separate agreement, authorized the TPA as its limited agent and hereby directs the Service Provider to construe such directions or certifications by the TPA as Client Instructions.

If the separate agreement between the Client and the TPA is terminated for any reason, the Client shall notify the Service Provider within five (5) business days of such termination, appoint a successor TPA eligible to participate in the Service Provider's TPA program within ninety (90) days after the agreement is terminated and direct the terminated TPA to transfer the Plan's records to the successor TPA selected by the Client.

By signing this form, the Client hereby agrees to the terms and to the responsibilities outlined as the PartnerLink Website Terms and Conditions of Use on PartnerLink. Client also agrees that the User Names listed are authorized to use PartnerLink.

Further, the Client hereby agrees to notify each of the User Names listed to maintain the confidentiality of logon and password information provided by PartnerLink and to not share such information with any third parties. By signing the Adoption Agreement signature page, I certify that I am authorized to sign on behalf of the Plan referenced above.

Note: If the plan has pay centers and/or divisions with different contacts, please complete one login form for each pay center and/or division.

#### Internal Use Only:

Commission Account Number: \_\_\_\_\_

Seller Service ID (Broker-Dealer Level Access Only): \_\_\_\_\_

Are the users identified above granted authorization to access compensation information? Yes ☐ No ☐



### Appendix A: Access Options and Descriptions

**Default Plan Access:** Default is required for all users and cannot be removed.

- 1) **Default:** Provides the ability to view plan information and order plan reports. Access to participant data is not provided by default and is optional as outlined below.

**Participant Data Access Options:** Participant Data Access is optional and one of the following access levels from each group can be in addition to default access.

- 2) **Participant Data and Payroll Processing:** Provides the ability to view participant data, order reports, add/edit participant data, and process payroll.
  - View participant data and order reports
  - View, add, and edit participant data and order report
  - View, add, and edit participant data, order reports, and process payroll (Please note: Payroll processing provides the authority to debit applicable bank accounts to fund participant contributions.)
- 3) **Compliance 5500 Information:** Provides the ability view, edit, and submit compliance 5500 testing information and corrective distributions.
  - View compliance 5500 information, results, and corrective distributions
  - View, add, edit, and submit compliance 5500 information, approve compliance corrective distributions
- 4) **To Do List:** Provides the ability to view, edit, and approve participant withdrawal requests and plan/participant notifications.
  - View participant To Do List items and notifications without email reminders
  - View participant To Do List items and notifications with email reminders
  - View, edit, and approve participant To Do List items and notifications with email reminders

**Additional Access Options:** The following access levels are optional.

- 5) **File Sharing:** Provides the ability to securely share files and provides several folder category options to organize, view, upload, and manage files. For each File Sharing category, the following options are available.
  - Auditor Folder, Client External Folder, Compliance Folder, Conversion Folder, Payroll Records Folder, Trustee Folder
    - View files
    - View and upload files
    - View, upload, and delete files
  - Vault Folder
    - View files
    - View and upload files



# Letter of instruction regarding self-directed brokerage account

The Plan Sponsor offers the Loxahatchee River Environmental Control District Money Purchase Plan and Trust (the "Plan") and has signed an Empower Plan Sponsor Application and Agreement to offer the Self-Directed Brokerage account (SDB) to participants in the Plan;

## PARTIAL LIQUIDATION AUTHORIZATION

If the participant has not complied with a request to transfer money from their SDB account to their core account in the Plan, the Plan Sponsor hereby instructs Empower to transfer available funds from the money market portion of the participant's SDB account for one of the following reasons:

- 1) to fund a required minimum distribution under Section 401(a)(9) of the Internal Revenue Code of 1986, as amended and Treasury regulations promulgated thereunder (the "Code");
- 2) to comply with requirements of a Domestic Relations Order (DRO) within the meaning of the Code;
- 3) to fund a processing error,
- 4) to make a corrective distribution, or
- 5) for the collection of Plan or core account-related fees.

**If there are insufficient funds in the money market portion of the participant's SDB account to fulfill the request and it is necessary to liquidate securities in the participant's SDB account and the participant fails to provide liquidation instructions, the Plan Sponsor may provide written instructions to Empower identifying the specific securities and the number of shares or units to be liquidated. Alternatively, the Plan Sponsor may provide instructions to fully liquidate a participant's SDB account, terminate the SDB account agreement, and restrict SDB accounts from further use by the participant. If partial liquidation instructions are not provided by the Plan Sponsor and funding is required for one of the above-stated reasons, Plan Sponsor hereby authorizes Empower to fully liquidate the participant's SDB account, move the proceeds to the core account and process the appropriate payment.**

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Brokerage transaction fees will be charged on each position sold. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

## FULL LIQUIDATION AUTHORIZATION

The Plan Sponsor hereby instructs Empower to fully liquidate a participant's SDB account, terminate the SDB account agreement, and restrict it from further use by the participant for one of the following reasons:

- A) Upon notification of the death of a participant, unless the Plan allows in-kind transfers of SDB account assets and the beneficiary has selected this option; or
- B) When the participant's account is to be 100% liquidated due to the Plan's de minimus payout requirements.

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

The Plan Sponsor represents that they have received and acknowledges the requirements set forth in the Self-Directed Brokerage Account Policies and Procedures, and the Plan Sponsor also represents that they are authorized to give Empower this Letter of Instruction and any instructions provided pursuant to it.

D. Albrey Arrington, Ph.D.

April 8, 2020

\_\_\_\_\_  
Plan Sponsor's Signature

\_\_\_\_\_  
Date



**LETTER OF INSTRUCTION REGARDING  
SELF-DIRECTED BROKERAGE ACCOUNT**

The Plan Sponsor offers the Loxahatchee River Environmental Control District Money Purchase Plan and Trust (the “PI”) and has signed an Empower Plan Sponsor Application and Agreement to offer the Self-Directed Brokerage account (SDB) to participants in the Plan;

**Partial Liquidation Authorization**

If the participant has not complied with a request to transfer money from their SDB account to their core account in the Plan, the Plan Sponsor hereby instructs Empower to transfer available funds from the money market portion of the participant’s SDB account for one of the following reasons:

- 1) to fund a required minimum distribution under Section 401(a)(9) of the Internal Revenue Code of 1986, as amended and Treasury regulations promulgated thereunder (the “Code”);
- 2) to comply with requirements of a Domestic Relations Order (DRO) within the meaning of the Code;
- 3) to fund a processing error,
- 4) to make a corrective distribution, or
- 5) for the collection of Plan or core account-related fees.

**If there are insufficient funds in the money market portion of the participant’s SDB account to fulfill the request and it is necessary to liquidate securities in the participant’s SDB account and the participant fails to provide liquidation instructions, the Plan Sponsor may provide written instructions to Empower identifying the specific securities and the number of shares or units to be liquidated. Alternatively, the Plan Sponsor may provide instructions to fully liquidate a participant’s SDB account, terminate the SDB account agreement, and restrict SDB accounts from further use by the participant. If partial liquidation instructions are not provided by the Plan Sponsor and funding is required for one of the above-stated reasons, Plan Sponsor hereby authorizes Empower to fully liquidate the participant’s SDB account, move the proceeds to the core account and process the appropriate payment.**

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Brokerage transaction fees will be charged on each position sold. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

**Full Liquidation Authorization**

The Plan Sponsor hereby instructs Empower to fully liquidate a participant’s SDB account, terminate the SDB account agreement, and restrict it from further use by the participant for one of the following reasons:

- A) Upon notification of the death of a participant, unless the Plan allows in-kind transfers of SDB account assets and the beneficiary has selected this option; or
- B) When the participant’s account is to be 100% liquidated due to the Plan’s de minimus payout requirements.

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

The Plan Sponsor represents that they have received and acknowledges the requirements set forth in the Self-Directed Brokerage Account Policies and Procedures, and the Plan Sponsor also represents that they are authorized to give Empower this Letter of Instruction and any instructions provided pursuant to it.

D. Albrey Arrington, Ph.D.

April 8, 2020

Plan Sponsor’s Signature

Date



# Plan sponsor application and agreement

**Plan Sponsor Name:** Loxahatchee River Environmental Control District ("Plan Sponsor")

**Plan Name:** Loxahatchee River Environmental Control District Money Purchase Plan and Trust ("Plan")

Plan Type: (401(k), profit sharing, money purchase, governmental 457(b), tax-exempt 457(b), 403(b), non-qualified, other): 401(a)

Is Plan covered by the Employee Retirement Income Security Act of 1974 ("ERISA"): Yes ☐ X No

File Form 5500? Yes ☒ No

If the Plan files Form 5500, please indicate the Employer Identification Number (EIN) used when filing the Form 5500: \_\_\_\_\_ as well as the three-digit U.S. Department of Labor (DOL) Plan Number: \_\_\_\_\_

If the Plan does not file Form 5500, please provide the Employer EIN: 59-1455126

## Plan Trustee ("Trustee") or Plan Custodian ("Custodian"):

Trustee or Custodian Name: Great West Trust Company

Contact Name: Great-West Trust Company, LLC

Mailing Address: 8515 East Orchard Rd

Greenwood Village, CO 80111

Phone Number: 877-694-4015

Email Address: \_\_\_\_\_

Trustee or Custodian Tax ID number: 84-1455663

Is Plan Sponsor a registered broker-dealer? Yes ☐ X No

If Yes, please provide a blanket compliance form ("FINRA 3210 Letter") with this Agreement.

This Application and Agreement ("Agreement") is between the Plan Sponsor, GWFS Equities, Inc. ("GWFS"), and Trustee or Custodian. This Agreement establishes a self-directed brokerage account option, called Empower Brokerage, for the Plan shown above.

## 1. AUTHORIZATION.

- a. Plan Sponsor hereby instructs GWFS to make Empower Brokerage available through the Plan, pursuant to the terms and conditions of this Agreement.
- b. Plan Sponsor hereby directs Trustee or Custodian to establish and fund accounts in Empower Brokerage pursuant to the terms and conditions of this Agreement.

## 2. DESCRIPTION OF SERVICES.

- a. Empower Brokerage is a self-directed brokerage account option through which Plan participants (herein after, "Participant" or "Participants") can invest in an array of investment vehicles in addition to those available through the Plan's core investment options (the "SDB Investment Platform"). Under Empower Brokerage, GWFS acts as the introducing broker-dealer who ultimately provides access to the SDB Investment Platform. GWFS has retained a third party subcontractor to act as clearing broker-dealer; this clearing broker-dealer executes and clears trades, and provides other back-office, settlement, trading and fund accounting services to GWFS. The current clearing broker-dealer is Pershing LLC, an entity that is unrelated to GWFS.



- b. Participants may establish an Empower Brokerage account by completing an application with GWFS, in the format and processes that GWFS has established. In addition to the terms of this Agreement, Plan Sponsor acknowledges that a Participant's Empower Brokerage is subject to the terms and conditions contained in the established process, and separately agreed to by the participant. These terms and conditions contain a binding arbitration provision for disputes regarding Empower Brokerage that may arise between Participants and GWFS.
- c. When a Participant's application to establish an Empower Brokerage account has been completed in good order, Plan Sponsor instructs GWFS and Trustee or Custodian to establish an account for the Participant (a "Participant SDB Account"). A Participant's SDB Account may be further recordkept as either a "Non-Roth Participant SDB Account" or a "Roth Participant SDB Account" as necessary to distinguish between the tax treatment given these different types of contributions.
- d. When a Participant SDB Account has been established, a Participant may transfer assets from their Plan accounts held outside the Participant SDB Account on GWFS' or an affiliate's system ("Core Accounts") into the Participant SDB Account for investment. Participants may be required to keep a specific amount or specific percentage of Plan investments in their Core Accounts as a condition of using Empower Brokerage.
- e. A Participant may invest their Participant SDB Account in the SDB Investment Platform made available under Empower Brokerage, subject to the restrictions specified below. The Participant will make investment elections through an internet-based portal, through assistance from a phone representative, or through other interfaces that may be made available in the future.
- f. In providing the services described in this Agreement, Plan Sponsor understands and agrees that GWFS is not acting as a fiduciary under ERISA or the Investment Advisers Act of 1940 ("Advisers Act") in selecting investment vehicles for inclusion on the SDB Investment Platform. GWFS does not determine which particular funds may be appropriate for the Plan or for Participants who use Empower Brokerage pursuant to this Agreement.

### 3. EMPOWER BROKERAGE INVESTMENT PLATFORM.

- a. The SDB Investment Platform is designed to give Participants a broad set of investment choices and is constructed based upon (i) consideration of market competitiveness and (ii) the ability of GWFS to engage the providers of investment offerings for inclusion in Empower Brokerage. GWFS is acting as the Investment Platform provider when it provides general securities brokerage to the Plan and Participants via Empower Brokerage. Plan Sponsor acknowledges the information above, and has concluded that offering Empower Brokerage is appropriate for the Plan.
- b. The SDB Investment Platform may be modified from time to time, as deemed appropriate by GWFS. Plan sponsor hereby authorizes GWFS to remove or change the investment vehicles available on the SDB Investment Platform without prior approval or notification. Plan Sponsor acknowledges that the SDB Investment Platform (including each individual security or other investment vehicle on the Investment Platform) does not qualify as a 'designated investment alternative' as that term is described in 29 C.F.R. Section 2550.404a-5
- c. As available to benefit plan investors like the Plan, the SDB Investment Platform does not generally include several categories of investments, including but not limited to collectibles, commodities, currencies (fiat or digital), futures, municipal bonds, precious metals, private placements, and real estate. Certain investment techniques including but not limited to trading on margin, shortsales, and unsecured option writing are not permitted. All general securities trades must be introduced by GWFS; trading arrangements utilizing an introducing broker-dealer other than GWFS (i.e. prime brokerage) are not permitted.
- d. As available to benefit plan investors like the Plan, Empower Brokerage does not support investment in the Plan Sponsor's employer securities.

Is your company publicly traded?      Yes    X    No



Plan Sponsor states that it has provided, in the space below, a complete list of employer securities. The only securities that will be restricted are those listed below. Any securities not listed will not be restricted. Plan Sponsor agrees that it will update the list of employer securities in the event of changes to the employer securities information provided below, including any new issues. *(Please list CUSIP and ticker symbol for each security.)*

To the extent that the Plan Sponsor agrees to grandfather, and to transfer into Empower Brokerage, certain existing employer securities held in the Plan as either a direct investment option or in a self-directed brokerage account maintained by a prior provider, the following provisions shall apply with respect to such employer securities.

- i. Insider Transactions. Plan Sponsor acknowledges that it has the sole obligation for reviewing transactions undertaken in Empower Brokerage to determine whether any reporting is required of acquisitions, sales or other transactions by corporate insiders in employer securities, including any reporting required by the Securities Exchange Act of 1934. Plan Sponsor also acknowledges that it has the sole responsibility for monitoring transactions undertaken in Empower Brokerage for insider trading. Plan Sponsor agrees to indemnify and hold harmless both GWFS and GWTC for any dispute, litigation or regulatory matter that arises regarding an investment made in employer securities through Empower Brokerage.
- ii. Net Unrealized Appreciation. Certain distributions of employer securities from a qualified plan may be entitled to preferential tax treatment under the Internal Revenue Code as “net unrealized appreciation” (“NUA”). However, Plan Sponsor acknowledges that Empower Brokerage cannot support several key requirements necessary for a Plan participant to structure a distribution to satisfy the NUA rules. Accordingly, Plan Sponsor understands and agrees that a Plan participant’s investment in employer securities through Empower Brokerage will not allow the Plan participant to take advantage of the tax benefits that would otherwise be available under the NUA rules. Plan Sponsor agrees to indemnify and hold harmless both GWFS and GWTC for any dispute, litigation or regulatory matter that arises relating to NUA in connection with an investment made in employer securities through Empower Brokerage.

#### 4. PLAN SPONSOR PERMITTED INVESTMENT VEHICLES AVAILABLE THROUGH THE SDB INVESTMENT PLATFORM.

- a. Plan Sponsor may elect to customize the SDB Investment Platform available to Participants in Empower Brokerage, by selecting from the sections below. Please make sure to attach a list of any specific investments (including ticker symbols, CUSIPs, and security names) that should be restricted from purchases within the Participant SDB Account, if any.

Mutual Funds			
Include:			
<input type="checkbox"/>	Load Funds	And / or <input checked="" type="checkbox"/>	No-Load Funds
<input checked="" type="checkbox"/>	Transaction Fee (TF) Funds	And / or <input checked="" type="checkbox"/>	No-Transaction Fee (NTF) Funds
<input type="checkbox"/>	Tax Exempt Funds		

Fixed Income	
Include	
<input checked="" type="checkbox"/>	Agency Bonds
<input checked="" type="checkbox"/>	Certificates of Deposits (CDs)
<input checked="" type="checkbox"/>	Corporate Bonds



<input checked="" type="checkbox"/>	U.S. Treasury Securities
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Equities	
Include:	
<input type="checkbox"/>	Closed-End Funds
<input checked="" type="checkbox"/>	Equities Traded on a National Securities Exchange <sup>1</sup>
<input checked="" type="checkbox"/>	Exchange Traded Funds (ETFs)
<input checked="" type="checkbox"/>	Exchange Traded Notes (ETNs)
<input type="checkbox"/>	Leveraged or inverse ETFs
<input checked="" type="checkbox"/>	Preferred Stock Traded on a National Securities Exchange <sup>1</sup>
<input type="checkbox"/>	Over-the-Counter Equity Securities, including certain foreign securities denominated in US dollars trading over-the-counter in the U.S. markets <sup>2,3</sup>



## 5. OPTIONS.

- a. By checking the box below, the Plan Sponsor will allow the specified types of options trading in Empower Brokerage. Plan Sponsor acknowledges that Participants who seek to trade options will need to complete a separate options trading application.

☐ Participants are authorized to write covered calls, purchase protective puts, and sell cash-secured puts.

A "national securities exchange" is a securities exchange that has registered with the SEC under Section 6 of the Securities Exchange Act of 1934.

Following is a list of exchanges registered with the SEC under Section 6(a) of the Exchange Act as national securities exchanges: NYSE MKT LLC (formerly NYSE AMEX and the American Stock Exchange), Bats BZX Exchange, Inc. (formerly BATS Exchange, Inc.), Bats BYX Exchange, Inc. (formerly BATS Y-Exchange, Inc.), BOX Options Exchange LLC, NASDAQ BX, Inc. (formerly NASDAQ OMX BX, Inc.; Boston Stock Exchange), C2 Options Exchange, Incorporated, Chicago Board Options Exchange, Incorporated, Chicago Stock Exchange, Inc., Bats EDGA Exchange, Inc. (formerly EDGA Exchange, Inc.), Bats EDGX Exchange, Inc. (formerly EDGX Exchange, Inc.), International Securities Exchange, LLC, The Investors Exchange LLC, ISE Gemini, ISE Mercury, Miami International Securities Exchange, MIAX PEARL, LLC, The Nasdaq Stock Market LLC, National Stock Exchange, Inc., New York Stock Exchange LLC, NYSE Arca, Inc., and NASDAQ PHLX LLC (formerly NASDAQ OMX PHLX, LLC; Philadelphia Stock Exchange).

<sup>2</sup> An "over-the-counter" (OTC) equity security is generally considered to be any equity security that is not traded on a national securities exchange. The primary securities markets for securities that do not trade on a national securities exchange are the OTC Bulletin Board (OTCBB) and the markets maintained by OTC Markets Group, Inc. (OTC Markets). Both OTCBB and OTC Markets are interdealer quotation services for OTC equity securities. FINRA operates the OTCBB and permits the quotation on OTCBB of any OTC equity security that is current in certain required regulatory filings. Securities quoted on the OTCBB include domestic stocks, foreign stocks, and American depository receipts (ADRs). For more information on OTCBB, please view the OTCBB's website at [www.otcbb.com](http://www.otcbb.com). OTC Markets is a privately owned company that permits market participants to quote OTC equity securities. OTC Markets is organized into three markets - OTCQX, OTCQB and Pink - based on the diminishing quality and quantity of information the quoted companies make publicly available pursuant to applicable regulation (e.g. audited financial statements), or voluntarily. Subscribing broker-dealers view and publish quotes and negotiate trades in OTCQX, OTCQB and Pink securities on an SEC-registered Alternative Trading System, OTC Link® ATS, an interdealer quotation and trade messaging system wholly-owned and operated by OTC Markets. For further information on the services offered by OTC Markets and its subsidiaries please view its website at [www.otcmkt.com](http://www.otcmkt.com).

<sup>3</sup> GWFS Equities, Inc., in its sole discretion, reserves the right to reject any purchase transaction in an over-the-counter equity security.





## 6. BROKERAGE CORE INVESTMENT OPTION.

Pending GWFS' receipt of Plan participant-directed transactions in Empower Brokerage, Plan Sponsor instructs GWFS to invest the Account in the Dreyfus Insured Deposit Program, a Federal Deposit Insurance Corporation ("FDIC") insured deposit account or such other cash sweep vehicle or vehicles selected by GWFS in its sole discretion from time to time, provided however that such cash sweep vehicle shall be an FDIC-insured deposit account or money market investment company registered pursuant to the Investment Company Act of 1940.



## 7. FEES AND COMPENSATION.

- a. GWFS receives compensation for providing Empower Brokerage as described below:
  - i. A quarterly administration fee may be assessed against the Participant's Plan account. Within the Participant's Plan account, the quarterly administration fee may be assessed against either the Participant's Core Account or the participant's Participant SDB Account. The amount of the quarterly administration fee is set forth in the Plan Sponsor's separate recordkeeping services agreement.
  - ii. There are transactional and account service fees assessed against the Participant SDB Account. A description of these fee amounts is available on the Empower Brokerage Fee Schedule.
  - iii. GWFS or its affiliates may receive compensation from mutual funds available for investment through Empower Brokerage. This compensation consists of revenue sharing payments made by the mutual fund (or their affiliates) for marketing, distribution, recordkeeping, subaccounting, subtransfer agency, or other administrative services for the mutual fund. This compensation varies by fund, and not all funds make these types of payments. Some or all of these payments are included in the mutual fund's annual expense ratio, and are paid by investors in the fund, including Participant SDB Accounts. A fund's annual expense ratio can be located in the fund prospectus, which is available on the fund's website.
  - iv. GWFS may act as an agent in purchasing fixed income investments on behalf of Empower Brokerage users. Acting as an agent means that we are not selling the fixed income investments from our inventory. GWFS may earn a fee for acting as an agent in connection with acquisition of fixed income investments.
  - v. For a certificate of deposit (CD) purchased through Empower Brokerage, GWFS receives a placement fee from the issuer of the CD. The amount of the placement fee varies based on the interest rate environment at the time of purchase, and maturity of the CD. The actual placement fee is available prior to purchase, upon request.
  - vi. In the event that a trading error occurs in Empower Brokerage, actions will be taken to put the Participant in the position he or she would have been in had the error not been made. The process of correcting the error through a purchase of the correct investment may result in a gain or a loss to GWFS. In the event these correction transactions result in a gain, then this gain is retained by GWFS as compensation.
- b. Plan Sponsor and a company related to GWFS (such as GWFS's recordkeeping affiliate, or GWFS's parent company) may have entered into a separate agreement under which GWFS's parent, or the GWFS affiliate, agreed to credit to the Plan amounts in relation to certain types of revenue sharing received in connection with Plan investments. Notwithstanding these other agreements or arrangements, Plan Sponsor agrees that any separate contractual provision regarding crediting of amounts in relation to revenue sharing shall not apply to the revenue sharing received by GWFS in connection with the Plan's participation in Empower Brokerage, and that GWFS will retain revenue sharing associated with the Plan's participation in Empower Brokerage as compensation.
- c. The clearing broker retained by GWFS for clearing broker-dealer services in connection with Empower Brokerage receives compensation for its services. First, the clearing broker is paid a portion of the transactional and other fees assessed by GWFS against Participant SDB Accounts, as described above. Second, the clearing broker may receive compensation in the form of revenue sharing payments from the mutual funds (or their affiliates) available through Empower Brokerage. These payments are made for marketing, distribution, recordkeeping, subaccounting, subtransfer agency, or other administrative services for the mutual fund. This compensation varies by fund, and not all funds make these types of payments. Some or all of these payments are included in the mutual fund's annual expense ratio,





and are paid by investors in the fund, including Participant SDB Accounts. A fund's annual expense ratio can be located in the fund prospectus, which is available on the fund's website.

- d. Plan Sponsor authorizes GWFS to sell investments held in an individual Participant SDB Account after GWFS has provided reasonable notice to the Participant, to cover any outstanding debit balances in a Participant SDB Account. In addition, Plan Sponsor authorizes Trustee or Custodian to transfer funds from a Participant's Core Account if necessary to cover outstanding debit balances in the a Participant SDB Account after GWFS has provided reasonable notice to the Participant.

## 8. REPORTING TO PLAN PARTICIPANTS AND PLAN SPONSOR.

- a. GWFS will deliver statements to the Plan participant for a Participant SDB Account, in the delivery manner chosen by the Plan participant at establishment, or in a subsequent election. Statements will be sent monthly when activity occurs, and quarterly at a minimum, although Participants may elect to receive monthly statements even when there is no trading activity. These statements will be separate and apart from the regular quarterly Plan statement delivered to Plan participants for Core Accounts.
- b. Annual reporting will be delivered to Plan Sponsor for purposes of compiling the Plan's audited financial statements.

## 9. THIRD PARTY TRADING AND FEE AUTHORIZATION.

- a. Allow Participants to delegate trading authority? If Yes is selected below, Plan Sponsor authorizes the Participant to delegate discretionary investment authority to either a third party or a registered investment adviser ("RIA") of the participant's choosing without review and further approval by the Plan Sponsor. The Participant will authorize the third party through GWFS's internal delegation process, which does not include analysis of whether a third party adviser is qualified or appropriate for the Participant. Plan Sponsor understands and accepts that GWFS is not responsible for the investment trading performed by third parties or RIAs who are given permission to trade a Participant SDB Account. The Participant may also elect to allow the third party or RIA to receive duplicate statements for the Participant SDB Account. Plan Sponsor understands that there may be a process separate from the trading delegation described here, where a third party may be given access to a Participant's Empower Brokerage account through a power of attorney appointment process, and the power of attorney appointment may include a grant of trading authority.

Allow any third party or RIA to have trading authority      Yes      No

- b. Allow Advisory Fees to be paid? If Yes is selected below, Plan Sponsor authorizes Participants to direct the payment of the third party of RIA's advisory service fees ("Advisory Fees") from their Participant SDB Account without review or further approval by the Plan Sponsor. If selected, any invoices received from a third party or RIA will be paid from the Participant SDB Account. GWFS is not involved in determining the amount of the fee activity in the account and is not responsible for reviewing the fees to determine reasonability, suitability or frequency of investment activity or trading. GWFS is also not responsible for any errors or miscalculations of fees, or in determining if the fees are calculated in accordance with applicable law and regulations. The Participant and Advisor must complete and return the Self-Directed Account Authorization to Pay Third Party Advisory Fees form (or similar GWFS form) before advisory fees can be deducted from the Participant's account. The Plan Sponsor understands and agrees that it is solely responsible for determining whether such fees are reasonable and appropriate under ERISA and for compliance with ERISA 408(b)(2) to the extent applicable.

Allow Advisory Fees to be paid from the Participant SDB Account      Yes      No

## 10. UNRELATED BUSINESS TAXABLE INCOME.

While GWFS makes efforts in Empower Brokerage to screen out investments that could generate unrelated business taxable income ("UBTI"), there is no perfect method for monitoring whether an investment may generate UBTI. Plan Sponsor acknowledges and assumes the risk that in offering Empower Brokerage, some investments available through Empower Brokerage may generate UBTI. These investments report potential UBTI generated by Participant SDB Accounts by issuing Schedule K-1s. In the event that a Participant SDB Account investment causes a Schedule K-1 to be generated, Plan Sponsor will have the obligation to review the Schedule K-1 to determine whether the Plan will need to report UBTI and pay any applicable taxes. Plan Sponsor will also have the obligation to file any applicable federal or state tax forms including Form 990s. GWFS shall have no responsibility for reporting UBTI or remitting any applicable taxes with regard to investments transferred by Plan Sponsor at the time of initial conversion to Empower Brokerage.

## 11. REPRESENTATIONS.

- a. Plan Sponsor.





- i. Plan Sponsor acknowledges that it is the fiduciary or administrator of the Plan with authority to instruct GWFS and Trustee or Custodian to establish Empower Brokerage.
  - ii. The Plan document authorizes the establishing of a self-directed brokerage account program and use of the investments available in the account, and Plan Sponsor will ensure that the Plan document continues to authorize use of Empower Brokerage throughout the term of this Agreement.
  - iii. The Plan Sponsor has engaged in a deliberative process in considering whether to offer Empower Brokerage, and believes it is acting in a prudent and nondiscriminatory manner in establishing the Empower Brokerage. In particular, Plan Sponsor believes offering Empower Brokerage is appropriate given the investment sophistication of the Participants.
  - iv. The Plan Sponsor or its designee acknowledges that it will periodically review, in its capacity as a fiduciary, whether making available Empower Brokerage is appropriate in light of the Plan's population.
- b. GWFS.
- i. GWFS is authorized under applicable law to provide the SBD Account described under this Agreement.

## 12. EFFECTIVE DATE.

This Agreement will be effective on the latest date in the signature block below, or, if earlier, on the date when the first Plan assets are invested in Empower Brokerage.

## 13. ADDITIONAL TERMS.

- a. The Plan Sponsor has previously entered into a recordkeeping service agreement ("Recordkeeping Agreement") with Great-West Life & Annuity Insurance Company ("GWL&A") or an affiliate or subsidiary of GWL&A. Plan Sponsor agrees that the terms contained in the Recordkeeping Agreement regarding indemnification, term, termination, governing law and notices are incorporated by reference to this Agreement, with GWFS substituted for each usage of Great-West.
- b. The Plan Sponsor has previously entered into a trust agreement with Trustee or Custodian. Plan Sponsor agrees that the terms contained in the trust agreement regarding indemnification, term, termination, governing law and notices will apply to the transactions contemplated under this Agreement.

### Signatures:

Plan Sponsor	GWFS Equities, Inc.
Signature:	Signature:
Name: D. Albrey Arrington, Ph.D.	Name:
Title: Executive Director	Title:
Date: April 8, 2020	Date:

Trustee or Custodian
Signature:
Name:
Title:

Date:





# Automated Mandatory Distribution & IRA Provider Election Form

(For use with IRS codes: 401(k), 401(a), 403(b), 457(b))

**Loxahatchee River Environmental Control District Money Purchase Plan and Trust** **100096-01**

## PLAN REQUIREMENTS

If your plan document requires mandatory distributions and offers an automatic rollover to an IRA, you must elect an IRA provider below.

You may elect to utilize the Millennium Trust IRA or you may choose another IRA provider. If you elect the Millennium Trust IRA, additional automation may be available to you by completing the form below. In addition, you must complete and sign the Millennium Trust Plan Sponsor Agreement and return to Empower Retirement.

## IRA PROVIDER ELECTION

(Select one of the options below):

- ☒ Millennium Trust IRA
- ☐ Other IRA Provider (Please fill out information below)

IRA Company Name	_____
Attn:	_____
Street Address:	_____
City, ST, Zip:	_____
Phone:	_____
Fax:	_____
Email:	_____
Website:	_____
Checks made payable to:	_____
Account # (if applicable):	_____

## AUTOMATED MANDATORY DISTRIBUTION SERVICE

Empower Retirement will automatically review your plan periodically for terminated participants who meet the requirements of your plan's mandatory distribution services. Upon completion of the review, any applicable participants will be provided notification of their distribution options. If no action is taken, Empower Retirement will process the distribution/rollover accordingly. (Review the Mandatory Cash-Out Distribution and Automatic Rollover Procedures contained in the Agreement Package for details.)

## ☐ PLAN ELECTS TO OPT OUT OF AUTOMATIC MANDATORY DISTRIBUTION SERVICES

*Refer to Additional Disclosures and Requirements.*

## PLANS USING EMPOWER RETIREMENT'S PROTOTYPE DOCUMENT

Automated Mandatory Distribution Services will be established per elections made in Plan Document Section 45.

## TERMINATED PARTICIPANTS POPULATION.

All participant accounts that reflect a "Terminated" status on Empower's recordkeeping system are included in the automated mandatory distribution process. All terminated participant accounts, regardless of when the account status was reflected as terminated on Empower's recordkeeping system, will be provided with the required notification and if the participant does not timely make an election, will be distributed in accordance with the Plan terms.



### ADDITIONAL DISCLOSURES AND REQUIREMENTS

The Plan Sponsor acknowledges and agrees that the terms of the Plan are consistent with the following AMD service requirements:

- The Plan does not offer life insurance as an investment option.
- The Plan does not offer an investment option that is not held on Empower's recordkeeping platform and that is not valued on a daily basis.
- The Plan does not impose any restrictions on distributions (e.g., timing restrictions such as mandatory waiting periods) and provides for immediate distribution of eligible accounts.
- The Plan provides for mandatory cash-out distributions of account balances that do not exceed \$1,000.00 and may provide for mandatory cash-out distributions of vested account balances up to \$5,000.00 following a participant's severance from employment.
- The Plan Sponsor has separately elected to utilize Empower's participant vesting tracking services or, by executing this Election Form, directs Empower to rely on the vesting information reflected on its recordkeeping system, as updated from time to time by the Plan Sponsor or its authorized agent.
- The Plan Sponsor has entered into an agreement with Millennium Trust Company to establish Individual Retirement Accounts (IRA) for mandatory distributions issued by the Plan.

### AUTHORIZED PLAN REPRESENTATIVE SIGNATURE

The Plan Sponsor acknowledges and agrees that it has reviewed the AMD policies and procedures provided by Empower and directs Empower to provide the AMD services in accordance with the procedures.

Authorized Signature: \_\_\_\_\_

Printed Name: D. Albrey Arrington, Ph.D.

Title: Executive Director

Date: April 8, 2020



2001 Spring Road, Suite 700  
Oak Brook, IL. 60523  
630.368.5614 Telephone  
630.368.5699 Fax  
[www.mtrustcompany.com](http://www.mtrustcompany.com)

## AUTOMATIC ROLLOVER SERVICES AGREEMENT

(For Governmental Plans)

This Automatic Rollover Services Agreement ("Agreement") by and between Millennium Trust Company, LLC, an Illinois limited liability company ("Custodian"), and the undersigned plan fiduciary ("Plan Fiduciary") which is the Plan Sponsor or the Plan Administrator of the plan ("Plan") described below.

Subject to the other terms and conditions of this Agreement, the Plan Fiduciary and the Custodian acknowledge that governmental plans are generally not subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"); provided, however, that plan fiduciaries may elect to treat an Internal Revenue Code Section 403(b) plan as an ERISA-covered plan. ERISA regulations provide for a "Safe Harbor" for Plan fiduciaries electing automatic rollovers for certain participant account balances (Title 29 of the Code of Federal Regulations Section 2550.404a-2 and 404a-3) ("Safe Harbor").

Any plan that is subject to the provisions of Internal Revenue Code Section 401(a)(31) may, upon the advice of legal counsel, elect to administer automatic rollover provisions under the plan in accordance with the ERISA Safe Harbor provisions. The Plan Fiduciary hereby makes such an election on behalf of the Plan to administer automatic rollover provisions in accordance with the ERISA Safe Harbor. To the extent that the Plan is not subject to ERISA, the Plan Fiduciary intends that the procedures outlined in the ERISA Safe Harbor will be treated as guidelines for an acceptable fiduciary standard with respect to the administration of the automatic rollover provisions for the Plan.

As used in this Agreement the term Plan refers to each plan listed on an attached Exhibit A or added to the Agreement by the Plan Fiduciary upon written notice to, and acceptance by, the Custodian. The effective date of this Agreement will be as of the date of the Plan Fiduciary's signed acceptance.

**1. Purpose.** The Plan provides for (a) involuntary distributions of small amounts if an ongoing plan, or (b) the distribution of a participant's entire interest if the Plan is a terminated plan, provided that in either case the Plan participant may elect to have such distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with the terms of the Plan (a "Participant Election"). The Plan Fiduciary has selected the Custodian and the Custodian has agreed to provide services related to automatic rollover distributions from the Plan to individual retirement accounts ("IRAs") sponsored by the Custodian as provided in this Agreement for participants who have not made a Participant Election. The adoption of this Agreement is intended by the Plan Fiduciary to satisfy applicable fiduciary responsibility and other provisions of ERISA, the Internal Revenue Code of 1986, as amended ("Code"), or other applicable federal, state or local law. All Plan Funds transferred to the Custodian, including those from uncashed benefit distribution checks, will be held by the Custodian in IRAs for Plan participants as provided for in this Agreement.

**2. Scope of Agreement.** This Agreement sets forth the terms and conditions by which the Custodian agrees to provide and the Plan Fiduciary agrees to utilize Custodian services related to automatic rollovers from the Plan to the IRAs.

**3. Plan Fiduciary Responsibilities.** The Plan Fiduciary or its authorized agent shall direct the Custodian to open IRAs to receive automatic rollover distributions from the Plan on behalf of former participants in the Plan who did not submit a Participant Election. Direction from the Plan Fiduciary or its authorized agent shall be made by an individual authorized to act for the Plan Fiduciary or authorized agent, and shall include:

(a) The information requested by the Custodian necessary to establish an IRA for each former Plan participant ("Account Opening Information").

(b) Information on the amount of the distribution, including, if applicable, and providing the Custodian has specifically agreed to accept in-kind distributions from the Plan, an asset description and valuation of any in-kind distributions, from the most recent records of the Plan.

(c) The Custodian shall treat each Plan as an ongoing plan unless informed by the Plan Fiduciary or its authorized agent that such Plan has been terminated or is in the process of termination. Further, the Custodian shall treat each Plan as not including Roth 401(k) accounts unless informed by the Plan Fiduciary or its authorized agent that such Plan includes Roth 401(k) accounts. For rollovers from Roth 401(k) accounts, the Plan Fiduciary or its authorized agent shall also identify any portion of the rollover which is to be placed into a separate Traditional IRA.

The Plan Fiduciary or its authorized agent shall provide additional information and data as shall be reasonably requested by the Custodian regarding the former Plan participants for whom the Custodian is being directed to open an IRA. The Account Opening Information and the funds to be placed in each IRA shall be delivered to the Custodian as provided in Section 10 of this Agreement.

**4. Custodian Responsibilities.** Upon receipt of directions from the Plan Fiduciary or its authorized agent, including the Account Opening Information and the funds for the account, the Custodian will open an IRA on behalf of each identified former participant based upon the information provided. The Custodian will advise the Plan Fiduciary or its authorized agent of any additional information needed to proceed. The Custodian shall have no responsibility to ascertain whether any direction received by the Custodian is in compliance with the terms of the Plan or applicable laws. The Custodian shall not be liable for any action taken by it in good faith made in accordance with any direction from the Plan Fiduciary or its authorized agent. Once funds and all necessary Account Opening Information are received, the Custodian, relying on such directions of the Plan Fiduciary or its authorized agent, will open the IRA.

Upon opening the IRA, or later upon first contact, provided that the address provided by the Plan Fiduciary for the individual for whom the rollover is made ("Account Owner") passes the Custodian's standard address verification procedures, the Custodian will provide the following information (which may be delivered electronically) to the Account Owner in accordance with the notification and other applicable requirements of the Code, ERISA, other federal, state or local law and any



regulations or other guidance issued thereunder (collectively "Laws"):

- (a) An IRA Form, including an IRA Fee Schedule, completed with the Account Opening Information as provided by the Plan Fiduciary or its authorized agent, ("IRA Form");
- (b) An Automatic Rollover Traditional or Roth Individual Retirement Account Custodial Agreement, as applicable ("Custodial Agreement"); and
- (c) An Automatic Rollover Traditional or Roth IRA Disclosure Statement ("Disclosure Statement" and collectively with the IRA Form and the Custodial Agreement, the "IRA Agreements").

If the Opening Account Information does not provide a current accurate address for the Account Owner, the Custodian shall (i) attempt to locate Account Owner and (ii) upon first contact, if any; provide the IRA Agreements to any Account Owner subsequently located by Custodian. Nothing contained herein shall require the delivery of a paper copy of the IRA Agreements to the Account Owner in the event that upon first contact the Account Owner elects to proceed electronically with a distribution of the IRA.

The Custodian will update the IRA information with any corrected or updated information as provided by the Account Owner from time to time. The Custodian shall have no obligation to verify the accuracy of the information as provided by the Plan Fiduciary, its authorized agent or the Account Owner.

If while attempting to set up an IRA the Custodian discovers, or the Plan Fiduciary informs the Custodian, that either (i) the individual for whose benefit the Plan fiduciary sought to establish a rollover IRA under an active Plan died prior to the establishment of the rollover IRA or (ii) the Plan Fiduciary of a terminating Plan desires to open a rollover IRA for the benefit of a spouse or non-spouse beneficiary of a deceased participant (each hereinafter an "Intended Account Owner"), then:

- (a) In cases where the Plan Fiduciary of an active plan directs the establishment of a rollover IRA for a deceased Plan participant pursuant to (i) above, the funds remain assets of the Plan. In that event, the Custodian will move the funds/assets into a custodial account in the name of the Plan for the benefit of the deceased participant. Acting as the agent of the Plan Fiduciary for the limited purpose of completing the distribution for the deceased participant's account and pursuant to the Plan Fiduciary's or its authorized agent's written direction, the Custodian will distribute such funds/assets pursuant to the provisions of the Plan and/or any applicable beneficiary designation.
- (b) In cases where the Plan Fiduciary of a terminating plan directs the establishment of a rollover IRA for a deceased Plan participant's beneficiary pursuant to (ii) above, the Custodian will open a rollover IRA under such circumstances consistent with the Account Opening Information provided by the Plan Fiduciary or its authorized agent to the Custodian verifying the death of the participant and substantiation of the beneficiary status of the Intended Account Owner, all subject to the terms of this Agreement.

In the event the Plan Fiduciary shall fail to direct the Custodian as provided in subparagraphs (a) or (b) above, the Plan Fiduciary or its authorized agent may direct the return of such

funds/assets to the Plan. In the event that the Custodian is not directed to return of such funds/assets to the Plan, the Custodian is directed to distribute the funds/assets to the estate of the Intended Account Owner; provided, however, that in the event the Custodian is unsuccessful in distributing the funds/assets to the estate of the Intended Account Owner, the Plan Fiduciary further directs the Custodian to escheat the funds/assets as provided in Section 6 of this Agreement.

**5. IRA.** The IRA to be established by the Custodian for each automatic rollover distribution from the Plan shall be a Traditional IRA unless the funds/assets are from an account identified as a Roth 401(k) account pursuant to Section 3(c) above, and are not specifically directed into a Traditional IRA pursuant to Section 3(c), in which case a Roth IRA shall be established. The Custodial Agreement will be between the Custodian and the Account Owner, and its terms will be fully enforceable by the Account Owner.

**6. Initial Investment of IRA; Escheat.** As described in the Custodial Agreement and as required pursuant to DOL regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i)-(iii), the IRA proceeds shall be invested in an FDIC-insured, interest-bearing bank demand account. After such initial investment, the Account Owner will have discretion to designate the investment of the IRA.

The State of residence ("State of Residence") of an Intended Account Owner shall be the State of Residence of such individual as reported in the Account Opening Information provided by the Plan Fiduciary or as updated by the Custodian. The Custodian, if directed by the Plan Fiduciary or its authorized agent pursuant to the terms of this Agreement or if required by applicable Laws, shall escheat the Custodial Account to the State of Residence, or, if no State of Residence has been determined pursuant to this Section 6, to the State of Illinois.

**7. Fees and Expenses.** The Fee Schedule applicable to the IRA may be amended by the Custodian in its sole discretion from time to time, and shall be changed as described in the Custodial Agreement. In no event will the Custodian charge fees and expenses that exceed fees and expenses charged by the Custodian for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

**8. Representations and Warranties.** The Plan Fiduciary represents and warrants:

- (a) This Agreement has been duly authorized, executed and delivered by the Plan Fiduciary and constitutes a valid and binding agreement of the Plan Fiduciary and the Plan. To the best of the Plan Fiduciary's knowledge, neither the execution and delivery of this Agreement nor the transactions contemplated hereby will result in any breach of any Laws that are applicable to the Plan Fiduciary or Plan.
- (b) The Plan is intended to be one of the following: (a) a tax-qualified retirement plan; (b) a 403(b) plan subject to ERISA; (c) a 403(b) plan exempt from ERISA; or (d) a 457(b) governmental plan exempt from ERISA. The Plan Fiduciary has no reason to believe that the Plan would not be treated as a one of the retirement plans listed in this paragraph and the Plan Fiduciary has no reason to believe that the Plan would not satisfy the applicable requirements of the Code. The Plan is subject to Code Section 401(a)(31) and the Plan document includes a provision that allows for automatic rollovers of eligible account balances.

(c) Any automatic rollover distribution made to the Custodian shall be made pursuant to the terms of the Plan, the Code and applicable Laws.

(d) The Account Opening Information provided to the Custodian is the most recent information available to the Plan and the Plan Fiduciary or employer.

(e) The Plan Fiduciary has taken all steps necessary in order that the Custodian may open the IRAs based solely upon the Account Opening Information. To the extent such compliance is appropriate; the Plan Fiduciary has taken or will take the steps necessary to ensure that the establishment of the IRAs satisfies either: (i) the safe harbor requirements as described in Section 401(a)(31) of the Code and the regulations thereunder, including any applicable IRS guidance, for an automatic rollover contribution and any successor provisions or Laws that may govern the Plan Fiduciary's responsibilities with respect to opening IRAs hereunder for ongoing and terminated Plans; or (ii) Section 457(e)(9) of the Code as in effect now and in the future; as applicable (collectively the "Safe Harbor").

(f) The information provided to the Custodian pursuant to Section 3(c) of this Agreement is the most recent information available to the Plan Fiduciary.

(g) The Plan Fiduciary has relied on its own legal counsel or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and other Code requirements and in executing this Agreement.

The Custodian represents and warrants:

(h) This Agreement has been duly authorized, executed and delivered by the Custodian and constitutes a valid and binding agreement of the Custodian. Neither the execution nor delivery of this Agreement nor the transactions contemplated hereby will result in any breach of any charter, bylaw, partnership agreement, order, Laws, rules or regulations to which the Custodian is a party or are otherwise applicable to the Custodian.

(i) Each IRA is intended to be a Traditional IRA or a Roth IRA under the Code, as applicable.

(j) The IRA Agreements will conform to the requirements of the Code and Laws as applicable to such rollover IRAs. The IRA Agreements may contain additional information and provisions as determined by the Custodian and may be modified by the Custodian from time to time in its sole discretion so long as the modified form continues to qualify under the then requirements for an IRA.

(k) The IRA fees and expenses on these rollover IRAs shall not exceed the fees and expenses for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

(l) The IRAs and the services provided under this Agreement are designed to satisfy applicable Safe Harbor requirements for such automatic rollovers from the Plans to the IRAs. Qualifying under such Safe Harbor requirements requires certain actions be taken by the Plan Fiduciary.

(m) The FDIC-insured, interest-bearing bank demand account is designed to preserve principal, and provides a reasonable rate of return consistent with liquidity. This investment product seeks to maintain, over the term of the investment, the dollar value equal to the amount initially invested in the product.

**9. Confidentiality.** The Plan Fiduciary and the Custodian agree that all confidential information, including all Account Owner information, communicated to each other during the term of this Agreement shall be received in strict confidence, will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party except the Plan Fiduciary and Custodian may each share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and all of the IRA Agreements except as expressly provided herein or as may be necessary by reason of legal, accounting or regulatory requirements. The Plan Fiduciary authorizes the Custodian to release all records and information upon receipt of any request, audit or exam by the Department of Labor (DOL), without the need for additional authorization from the Plan or a subpoena or court order from the DOL. The Custodian shall notify the Plan Fiduciary of any DOL request for information or documents regarding the Plan prior to the Custodian's compliance with any such request.

These confidentiality provisions survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder. Notwithstanding anything herein to the contrary, neither party will be bound under these confidentiality terms to the extent that it acts under court order or in accordance with the requirements of any applicable law.

**10. Computerized Data and Funding Requirements.** The Plan Fiduciary or its authorized agent will provide the Custodian electronic files identifying the individual for whom rollovers are made in a format agreed to by the Custodian. Funds/assets from the Plan, including those due to uncashed checks for participants, transferred for rollover accounts will be aggregated and, unless the Custodian otherwise consents in writing, will be sent from the Plan to the Custodian via wire transfer. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of the Plan Fiduciary's direction to establish the IRA for the Account Owners. The Plan Fiduciary will use best practices to avoid introducing any viruses into the Custodian's systems by such electronic files. It is the responsibility of the Plan Fiduciary or its authorized agent to encrypt such electronic files to the extent and in a manner which the Plan Fiduciary considers necessary to protect the confidentiality of the information contained therein.

**11. Authorized Parties.** In addition to the directions provided by the electronic files pursuant to Section 10 of this Agreement, the Plan Fiduciary or its authorized agent may direct the Custodian to act upon directions of certain identified individuals; provided that the Custodian may act upon the directions, written or oral, by telephone, mail or e-mail, of any individual which the Custodian reasonably believes is authorized to act on behalf of the Plan Fiduciary or its authorized agent. The Custodian in relying on the directions received and reasonably believed to be from authorized individuals shall be fully indemnified by the Plan Fiduciary and be without liability to the Plan, the Plan Fiduciary, the Account Owner or any other party for any action taken or omitted by it in reliance upon such directions.



**12. Third Party Agreements.** The Plan Fiduciary is responsible for obtaining and providing the delivery of information and funds between the Plan Fiduciary, the Plan and the Custodian as contemplated by this Agreement.

**13. Indemnification; Limitation of Liability.** Regardless of whether the Plan is ongoing or has been terminated, to the extent permitted by Law, the Plan Fiduciary will indemnify and hold the Custodian harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) the Plan Fiduciary's breach of this Agreement, except Damages arising from the Custodian's negligence, bad faith or willful misconduct; (b) the Plan Fiduciary's or its authorized agent's negligence, bad faith or willful misconduct; (c) inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the assets transferred to the IRA; (d) any actions or omissions of the Custodian, arising out of or resulting from the Custodian's execution of any direction to so act or fail to act provided by the Plan Fiduciary or its authorized agent; and (e) the failure or breach of any of the Plan Fiduciary's representations or warranties.

The Custodian will indemnify and hold the Plan Fiduciary harmless from any and all Damages arising from or claimed to have arisen from (a) the Custodian's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of the Plan Fiduciary or its authorized agent, including inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the funds/assets transferred to the IRA; (b) Custodian's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of the Custodian's representations or warranties.

In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon the Custodian any power or responsibility other than those specifically set forth in this Agreement. The Custodian may assume until advised to the contrary that the Plan and the trust funding the Plan are (were, if terminated) qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws, or, if applicable, that the Plan is a 403(b) or 457(b) retirement plan exempt from taxation as provided under Sections 403(b) or 457(b) of the Code, as applicable.

Nothing in this Agreement is intended to make the Custodian a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that the Custodian is not a fiduciary of the Plan under ERISA, the Code or any other applicable Laws.

The Custodian shall have no responsibility to determine whether distributions from the Plan comply with the provisions of the Plan, the Code, or ERISA or any other applicable Laws and, except as provided in Section 4 of this Agreement, shall have no responsibility to pay funds to individuals pursuant to the terms of the Plan.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either the Custodian or the Plan Fiduciary be liable to the other for any consequential, indirect, or special damages of any nature whatsoever.

The terms of these limitations on liability shall survive the termination of this Agreement.

**14. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement, or any other agreement

between the Plan Fiduciary or the Plan and the Custodian, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration before a sole arbitrator, in accordance with the choice of law contained in Section 16 of this Agreement. Except as otherwise agreed by the parties, the arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures and that any arbitration will be conducted by a retired judge who is experienced in dispute resolution, pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction. Each party shall be responsible for the paying its own costs fees and expenses (including legal fees); provided, however that each shall pay one-half of all fees paid to JAMS and the arbitrator. The Plan Fiduciary agrees that Plan Fiduciary or the Plan may bring claims and disputes to arbitration only in the Plan Fiduciary's individual capacity or for the Plan and not as a plaintiff or class member in any purported class or representative arbitration.

**15. Term.** This Agreement is effective as of the date of the Plan Fiduciary's signed acceptance and shall continue in full force and effect until terminated. This Agreement may be terminated by the Plan Fiduciary or the Custodian at any time upon sixty (60) days' written notice. Termination shall not affect any IRA previously established pursuant to this Agreement. This agreement will be considered null and void upon the insertion of modified language without the written consent of the Custodian.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with and enforced pursuant to the

laws of the State of

to the extent not preempted by controlling federal law.

**17. Force Majeure.** Neither party shall be responsible for any default or delay in performance, or non-performance, of any obligation hereunder to the extent the same is due to forces beyond its reasonable control, including, but not limited to, delays, errors or interruptions caused by the either party, other third parties, industrial, judicial, governmental, civil or military action, wars, acts of terrorism, insurrection or revolution, labor disputes, fires, storms, earthquakes, floods or elements of nature, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, acts of God or any other cause beyond the reasonable control of a Party.

**18. Notices.** Any written notice required to be given pursuant to the terms and provisions hereof, will be deemed effective on the earlier of actual receipt, five (5) days following deposit in the United States Mail (first class, postage prepaid, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following (a) transmission of an electronic mail message ("E-mail") or (b) a legible facsimile copy, during regular business hours, in each case, with fees, if any, prepaid and

addressed to the party and/or the Plan's TPA, if any, at the address set forth below or at such other address as that party may notify the other of from time to time in accordance with this Section 18. For all purposes of this Agreement, an E-mail transmission shall be deemed to be in writing and the term "address" shall include a party's E-mail address. Each party shall be entitled to rely on the address and E-mail contact information contained herein until it has received written notification of a change in such information and shall have had a reasonable period of time to react thereto. Either the TPA or the Plan Fiduciary may provide the Custodian with a change of address for the TPA, if any:

**Custodian:** Millennium Trust Company, LLC  
2001 Spring Road, Suite 700  
Oak Brook, IL. 60523  
E-mail: [tdunne@mtrustcompany.com](mailto:tdunne@mtrustcompany.com)  
Attn.: Terrence W. Dunne  
630.368.5614 (telephone)  
630.368.5699 (fax)

**Is this an Active or Terminated Plan?**

Plan Taxpayer ID: 59-1455126

**Plan Fiduciary:** Kara Fraraccio

Address: 2500 Jupiter Park Drive

E-mail: [kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org)

Attn.: Kara Fraraccio

Phone: 561-401-4095

Fax: 561-747-9929

**Third Party Administrator/ Recordkeeper/ Other:**  
(Company that referred you to Millennium)

Address:

E-mail:

Attn.:

Phone:

Fax:

**19. Successors and Assigns.** Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

**20. Amendments.** This Agreement may be amended from time to time by the Custodian upon the mutual written agreement of the parties, which agreement shall not be unreasonably withheld, conditioned or delayed.

**21. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective, provided that both parties will exercise their best efforts in good faith to replace by mutual agreement any such invalid or unenforceable provision that in the opinion of either party materially affects their position under the Agreement.

**22. Headings.** The headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction of its provisions.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the Plan Fiduciary's acceptance set forth below.

Plan Name: Loxahatchee River Environmental Control District  
Money Purchase Plan and Trust

Plan Fiduciary:

Signature: Kara Fraraccio

Print Name: Kara Fraraccio

Title: Director of Finance and Administration

Date:

Accepted by:

Millennium Trust Company, LLC

By:

Terrence W. Dunne

Terrence W. Dunne

Title: SVP, Retirement Services

## AUTOMATIC ROLLOVER IRA FEE SCHEDULE

*(Fees subject to change)*

Empower IRA

### Administration and Custody Account Fees

- One - Time Account Establishment Fee: \$0
- Annual Account Fee: \$30<sup>1</sup>
- Account Closing Fee: \$25<sup>2</sup>
- Annual Paper Statement Fee: \$10<sup>3</sup> (if web access is not elected)

Millennium reserves the right to assess up to a \$25 per transaction processing fee for handling distributions for deceased participants and/or accountholders, processing divorce decrees and conducting annual searches for accountholders with missing or unconfirmed addresses after the one year anniversary of account establishment.

Any fees associated with your IRA and disbursement activity are payable in accordance with the custodial agreement and will be deducted from your account. If the balance in the Account at establishment or thereafter, in each case after the application of all fees then due, equals or is less than the Account Closing Fee, the Account will be closed and the balance charged as the Account Closing Fee.

**Cash Sweep Program** – The Account is invested in one or more FDIC-insured, interest-bearing, demand accounts at banks not affiliated with Millennium, which we refer to as the Cash Sweep Program. Net interest is credited to the Account on a monthly basis based on the average cash balance held by the Account in the Cash Sweep Program for that month and the crediting rate then in effect. The crediting rate is reviewed and revised periodically by Millennium, and will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings accounts with deposits of less than \$100,000 for the applicable period, as published by the FDIC. You may obtain the current crediting rate by contacting a Millennium Trust Client Service Representative. For more information on the Cash Sweep Program, including compensation earned by Millennium in connection with the program, see the Article entitled “Cash Sweep Program, Mutual Fund Fees” in your custodial agreement.

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<sup>1</sup> Annual account fee is charged upon establishment of the account and then on each anniversary of establishment thereafter. If the funded account balance is less than \$100, the account annual fee shall be waived in the first year and thereafter be reduced to \$20.

<sup>2</sup> If at the time of closing, the account balance (prior to the application of any fees then due) is less than \$100, the account closing fee shall be reduced to \$10.

<sup>3</sup> If the funded account balance is less than \$100, the first year's annual paper statement fee will be waived.

**INVESTMENT ADVISORY AND MANAGEMENT  
SERVICE AGREEMENT**

For

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

(the “Plan Sponsor”)

**GROUP CLIENT NUMBER**

**100096-01**

This Investment Advisory and Management Service Agreement sets forth the general terms and conditions under which Advised Assets Group, LLC (hereinafter referred to as “Adviser”) will provide services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the Schedule A (the “Plan” or “Plans”).

WHEREAS, Plan Sponsor is engaging Adviser pursuant to this Agreement to provide investment advisory and analytic services to certain participants in employee benefit plans and other compensation programs and arrangements for which Great-West Life & Annuity Insurance Company, Great-West Financial Retirement Plan Services, LLC, Great-West Life & Annuity Insurance Company of New York, or FAScore, LLC (individually or collectively “Great-West” or “Empower”), provides recordkeeping, administrative and other services for Plan Sponsor as set forth in the service agreement between the Plan Sponsor and Great-West (“Service Agreement”); and

WHEREAS, Plan Sponsor maintains the Plan, as defined in Section 1 below and on behalf of itself, as Plan Sponsor, and on behalf of the Plan Administrator of the Plan, has the authority to appoint agents and service providers for the Plan; and

WHEREAS, the Plan Sponsor has agreed to retain Adviser to provide Services, as defined in Section 2 below, with respect to the Plan as more fully described in this Agreement and Adviser agrees to perform such Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Plan Sponsor understands that Adviser has selected Morningstar Investment Management, LLC (“Subadviser”) to serve as an independent financial expert pursuant to Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), to perform investment services including Advisory services and discretionary managed account services, as further described in Schedule B;

NOW, THEREFORE, in consideration of these covenants, mutual representations and agreements contained herein, Adviser and Plan Sponsor agree as follows:

## **1. Definitions**

“Agreement” means this Investment Advisory and Management Service Agreement, including any Schedules (“Schedules”) that are attached hereto as of the effective date or mutually agreed to in writing by the parties.

“Advisers Act” shall mean the Investment Advisers Act of 1940, as amended.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“Managed Account Participant” shall mean Participants participating in the Managed Account Service, or its successor service.

“Managed Account Service” shall mean Adviser’s discretionary investment advisory service, as further defined in Schedule B.

“Online Advice Participant” shall mean Participants using the Online Advice Service by accepting Adviser’s online investment service agreement or terms of use.

“Online Advice Service” shall mean Adviser’s non-discretionary investment advisory service, Online Advice, or its successor, as further defined in Schedule B.



“Opt-out Feature” shall mean a feature of the Managed Account Service selected by the Plan Sponsor through which Participants, designated by the Plan Sponsor, are automatically enrolled in the Managed Account Service, as further defined in Schedule B.

“Participant” shall mean individual who is both eligible to participate and enrolled in the Plan, including an alternate payee.

“Plan” shall mean the employee benefit plan or plans or other compensation programs or arrangements maintained by Plan Sponsor as listed in Schedule A (as the same may be amended in writing by the parties from time to time), and/or separately identified in any Schedule. If more than one Plan is covered by this Agreement, any references herein to the Plan shall mean each of the Plans, unless the context requires otherwise.

“Plan Administrator” shall mean the “administrator” of the Plan as that term is defined under Section 3(16)(A) of ERISA and Section 414(g) of the Code, or such comparable person responsible for the administration of the Plan in the event the Plan is not subject to such ERISA or Code provisions.

“Plan Sponsor” shall mean the entity identified in the opening paragraph of this Agreement.

“Rollout Date” shall mean that date on which Adviser has made all of the services provided under this Agreement available to Participants.

“Services” shall mean the specific services with respect to the Plan covered by this Agreement (including the Schedules hereto).

“Subadviser” shall mean Morningstar Investment Management, LLC.

## **2. Services Provided by Adviser**

**2.1.** This Agreement sets forth the terms and conditions pursuant to which Adviser agrees to provide Services with respect to the Plan pursuant to a Schedule. The terms and conditions of this Agreement shall be deemed to be incorporated by reference into each and every Schedule, without regard to an express reference therein. Adviser acknowledges and agrees that: (i) it is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, (ii) it is an investment adviser and fiduciary under the Advisers Act and is a fiduciary under ERISA to the extent it provides Services to Online Advice Participants, and (iii) it is an investment adviser and fiduciary under the Advisers Act and is an investment manager (as defined under Section 3(38) of ERISA) to the extent it provides Services to Managed Account Participants.

**2.2.** The parties specifically agree that no provision of this Agreement or any Schedule will require Adviser to: (i) provide investment advice to Plan Sponsor or Plan Administrator; (ii) exercise any discretionary authority or discretionary control with respect to the management of the Plan; or (iii) have or exercise any discretionary authority or responsibility in the administration of the Plan, including the selection of the Opt-Out Feature of the Managed Account Service (if applicable). Adviser has no discretion or responsibility to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan.

**2.3.** Adviser shall take appropriate actions and maintain policies and procedures reasonably necessary to ensure Adviser does not engage in any nonexempt prohibited transaction under ERISA in providing Services hereunder. Adviser’s policies and procedures are designed to comply with applicable law, including Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), pursuant to which Adviser has delegated certain obligations under this Agreement to Subadviser, as described in Adviser’s Form ADV Brochure.

**2.4.** Adviser has authorized GWFS Equities, Inc. ("GWFS"), an affiliate of Adviser, and its licensed agents and registered representatives who are Great-West employees (collectively referred to as "Agents") to solicit, refer and market Adviser's services. In addition to their salary, such Agents may earn bonus compensation based upon engaging plan sponsors to offer AAG's services. Other Agents and Adviser representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting Participants to enroll in AAG's services. Compensation paid to Agents or Adviser representatives does not increase the fees paid by the Plan and/or their Participants."

**2.5.** Nothing in this Agreement is intended to constitute legal or tax advice from Adviser to Plan Sponsor, or to any other party. Plan Sponsor understands that Adviser has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

### **3. Responsibilities of Plan Sponsor**

**3.1.** Plan Sponsor or its designated agents shall be responsible for providing to Adviser accurate data and information necessary to enable Adviser to perform the Services required under this Agreement, including but not limited to, timely and reasonable notification of employer-initiated events, the information, materials, instructions or other data referenced in any Schedule, and the information reasonably requested by Adviser to enable it to comply with federal law concerning Know Your Customer rules under the USA Patriot Act, in such form and at such time as the parties mutually agree. Adviser reserves the right to reject or return any documents, materials, or other information that are unreadable, corrupted, or which Adviser is otherwise unable to process. Plan Sponsor agrees to provide or to assist Adviser in obtaining all participant data that is necessary to perform its duties under this Agreement, including but not limited to: date of birth, income, gender, and state of residence. Plan Sponsor acknowledges that timely receipt of appropriate information is a prerequisite to the performance of Adviser's Services and Adviser shall not be liable for any delay or failure in the performance under this Agreement due to Plan Sponsor's failure to comply with the information submission deadlines established and communicated to Plan Sponsor by Adviser in a timely manner.

**3.2.** Plan Sponsor or Plan Administrator shall make all discretionary decisions with respect to the administration of the Plan relative to the Services and shall direct Adviser in accordance with such decisions. Plan Sponsor shall be responsible for selecting and monitoring the investment options offered through the Plan. In addition, Plan Sponsor agrees, for itself and on behalf of the Plan, that neither Adviser nor Subadviser shall have any authority or responsibility under this Agreement for the selection or monitoring of the Plan's investment options, or the provision of investment advice to Plan Sponsor with respect to the Plan's investment options. Plan Sponsor acknowledges that Great-West, as the Plan's recordkeeper, may facilitate the use and awareness of the Services during the Plan enrollment process or as otherwise requested by Plan Sponsor and Great-West's call center may refer Participants to Adviser's investment adviser representatives if the call concerns the Plan or their Plan account. Plan Sponsor understands and agrees that, in the event the individual terminates or otherwise un-enrolls from the Managed Account Service, such individual's account shall remain invested in the investment options as selected by the Adviser or Subadviser prior to such termination or un-enrollment and that the individual or Plan Sponsor is responsible for changes to the investment options.

**3.3.** Plan Sponsor shall be responsible for deciding whether to implement the Opt-Out Feature of the Managed Account Service and determining which Participants shall be subject to the Opt-Out Feature and direct Adviser with respect to such decisions. To the extent Plan Sponsor designates the Managed Account Service as the default investment for the Plan, Plan Sponsor shall be responsible for selecting an investment option for purposes of allocating individual accounts until such time as the Adviser begins management of a Managed Account Participant's account; provided, however, in the event the individual is not eligible for the Managed Account Service, such individual's account shall remain invested in the investment options selected by the individual or the Plan Sponsor until the individual or Plan Sponsor directs otherwise.

**3.4.** Under the terms of this Agreement, Plan Sponsor appoints Adviser as an investment adviser or investment manager, as applicable. As an investment manager, Plan Sponsor authorizes Adviser, without limitation, to initiate with Great-West buys, sells, reallocations or other investment transactions and to calculate installment distributions, if applicable, under the Plan for Managed Account Participants. Plan Sponsor acknowledges and agrees that each Managed Account Participant will acknowledge Adviser at the time of participation in the Managed Account Service. Any Managed Account Participant enrolled in the Managed Account Service through the Opt-Out Feature or Plan default process will be deemed, by and through the Plan Sponsor, to have so acknowledged Adviser by the Managed Account Participant's continued participation in the Managed Account Service after the applicable deadline by which such Participant was required to have declined participation in the Managed Account Service. Plan Sponsor understands and acknowledges that: (i) Adviser does not effect investment transactions and that investment transactions will be effected by the appropriate party or agent chosen by the Plan Sponsor, including the Plan's trustee or custodian; (ii) Adviser will communicate, through Great-West, information to initiate the investment transactions to such parties; and (iii) Great-West will make available to Adviser the investment transaction information related to the investment allocations directed by Adviser. Plan Sponsor also agrees that transactions initiated by Adviser on behalf of Managed Account Participants shall not be subject to any Plan limitations or corporate policy restrictions, such as blackout periods (other than a blackout period applicable to all Managed Account Participants at the same time), preclearance requirements, or other transaction restrictions, unless required by law.

**3.5.** Plan Sponsor acknowledges and agrees that it has received and read Adviser's Form ADV Brochure and Brochure Supplement as required by Rule 204-3 of the Advisers Act.

**3.6.** Plan Sponsor understands and agrees that the Plan's investment options shall be held by a custodian or trustee duly appointed by Plan Sponsor. Except with respect to the fee deduction described in Section 4, nothing contained herein shall be deemed to authorize Adviser to take or receive physical possession of any of the assets of the Plan or to confer custody of such assets upon the Adviser within the meaning of Rule 206(4)-2 of the Advisers Act. Adviser does not have any proxy voting or other execution powers under the Plan, the Services, this Agreement or otherwise. Plan Sponsor has designated a person or persons other than Adviser to vote proxies with respect to the Plan's investment options.

**3.7.** Adviser shall be entitled to rely upon and act upon any instruction, certification, direction or approval received (whether in writing, orally, by telephone, voice response system, fax or other teleprocess, or by other electronic means or other medium, including internet or e-mail transmission, acceptable to Adviser) from any person Adviser reasonably believes to be so authorized to provide such instruction, certification, direction or approval. Adviser shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

**3.8.** Plan Sponsor represents that the Plan is qualified under Section 401(a) of the Code, where applicable, that the Plan Administrator has been duly appointed under the Plan, and that the person executing this Agreement is authorized to do so. Plan Sponsor shall be responsible for maintaining the Plan's documents, including any amendments thereto based upon design modifications, for determining operational compliance of the Plan with Plan documents, and, where applicable, for ensuring that the Plan is qualified under Section 401(a) of the Code and its related trust is tax-exempt under Section 501(a) of the Code. Plan Sponsor will notify Adviser promptly if Plan Sponsor should learn of any facts or of any regulatory action or prospective action which may result in the Plan ceasing to be qualified, where applicable, under Section 401(a) of the Code. Plan Sponsor acknowledges that while Adviser may possess and consult a copy of the Plan, trust agreement or related document(s), the possession or consultation of those documents shall not alter or expand Adviser's responsibilities under this Agreement. If the Services will be offered in a non-qualified plan, Plan Sponsor has reviewed the form of payment of Adviser's fees and determined that it is appropriate given the design and operation of the non-qualified plan.



#### **4. Fees & Charges**

**4.1.** Adviser shall be entitled to compensation for the Services it provides in accordance with the fee provisions set forth in the applicable Schedule. Fees will be deducted from the Plan's trust or other funding vehicle, charged to Participant accounts, or invoiced to the Plan Sponsor as elected in the applicable Schedule or directed by Plan Sponsor. Plan Sponsor shall be responsible for determining that fees paid are reasonable expenses of administering the Plan.

**4.2.** Plan Sponsor acknowledges and agrees the Managed Account Service fees will be deducted directly from Managed Account Participant accounts in arrears. Plan Sponsor authorizes Great-West to collect these fees on behalf of Adviser and to deduct fees from Managed Account Participant accounts in accordance with the service elections and fees described in Schedule B.

**4.3.** Adviser may provide additional services pursuant to instruction or direction from the Plan Sponsor. Any fees for such additional services will be agreed upon by Adviser and the Plan Sponsor prior to the provision of additional services.

#### **5. Confidential Information**

**5.1.** In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software, websites, programming techniques, documentation and training materials owned or licensed by the party ("Confidential Information"). For the purpose of clarity, any software or website made available by Adviser, including software licensed by third parties ("Adviser Software") is Confidential Information of Adviser. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

**5.2.** In the event a party makes an unauthorized disclosure or use of Confidential Information of the other party, such party shall notify the other party of the disclosure as soon as reasonably practicable. In the event a party is legally compelled to disclose Confidential Information, the party shall notify the other and cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law; provided that the foregoing shall not apply to broad-based regulatory examinations associated with a party's general business or operations. Both parties acknowledge that failure to comply with this section may cause irreparable harm to the party whose Confidential Information is disclosed and agrees that any court having jurisdiction may enter an order for equitable relief, including an injunction or an order for specific performance in the event of actual or threatened breach of these provisions. This provision shall not apply to information required to be disclosed pursuant to applicable law, legal subpoena, or other lawful process, or as permitted by Adviser or Plan Sponsor, as applicable, in writing.

#### **6. Privacy & Data Security**

**6.1.** Plan Sponsor acknowledges and agrees that Adviser may receive Participant data from any and all Participants, including those Participants that are not enrolled in the Managed Account Service or the Online Advice Service (as described in Schedule B) and from Plan Sponsor or its authorized agent or advisors. Plan Sponsor authorizes Adviser to obtain all necessary data from

Participants, Plan Sponsor, Plan Sponsor's agents or advisors, and Adviser's affiliates, including the Plan's recordkeeper, Great-West.

**6.2.** Adviser and Plan Sponsor agree to maintain and hold in confidence all Nonpublic Personal Information ("NPI") received in connection with the performance of Services under this Agreement. Adviser and Plan Sponsor agree that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations. NPI includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act ("GLBA"). Adviser shall not use or disclose NPI to any third party, other than to its affiliates and third party service providers, and to other Plan service providers, without Plan Sponsor's written consent, except as permitted or required by law.

**6.3.** The parties will use best efforts to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Plan Sponsor, its authorized agents, or Participants to access Adviser Software. The parties will promptly notify the other in the event of (i) any breach of its security that results in unauthorized access to NPI; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach.

**6.4.** Adviser acknowledges that it is a "financial institution," within the meaning of Regulation S-P, Privacy of Consumer Financial Information, issued by the Securities and Exchange Commission ("Reg S-P") along with the GLBA and other applicable federal and state laws. Adviser acknowledges and agrees that Participant information which uniquely identifies a Participant and as provided to Adviser under this Agreement ("Participant Information") constitutes "personally identifiable financial information," within the meaning of those federal and state laws. Adviser has adopted a privacy policy, which will apply to Participant Information that may be amended from time to time.

## **7. Business Continuity & Disaster Recovery**

Adviser will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide the Services. Such procedures shall be designed to enable Adviser to continue to perform mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Further, Adviser agrees to review and test such disaster recovery procedures at least once annually. Upon request by the Plan Sponsor, Empower will provide a written summary of its then-current policies, procedures or programs, including an overview of recent business continuity exercise results.

## **8. Records**

Adviser shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and NPI once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or NPI that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems.

## **9. Intellectual Property Rights**

**9.1. Plan Sponsor Materials.** As between the parties hereto, excluding Adviser Materials (as defined below), Plan Sponsor shall own all materials, trademarks, tradenames, logos, trade dress, and other information provided by Plan Sponsor or otherwise made accessible by Plan Sponsor to Adviser in providing the Services (collectively, the "Plan Sponsor Materials"). Plan Sponsor Materials do not include

data and information in the form supplied by Adviser to Plan Sponsor. Plan Sponsor grants to Adviser a nonexclusive, nontransferable and non-sublicensable license to use Plan Sponsor Materials in connection with its provision of the Services.

**9.2. Adviser Materials.** As between the parties hereto, Adviser and its affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, tradenames, logos, websites, software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces and other information or material provided by Adviser or its affiliates hereunder (collectively, the "Adviser Materials"). The term "Adviser Materials" shall not include Plan Sponsor Materials as defined above. Adviser grants to Plan Sponsor a nonexclusive, non-transferable and non-sublicensable license to use the Adviser Materials during the term of the Agreement solely for purposes of using Adviser's Services hereunder and subject to the terms and conditions set forth in this Agreement. Plan Sponsor and Plan Administrator shall not, and shall not enable third parties to, reproduce, modify, create derivative works of, or distribute any or all of Adviser's services or reverse engineer any of the software or other technology related thereto. All rights with respect to the Adviser Materials not specifically granted hereunder are reserved by Adviser.

## **10. Liability & Indemnification**

**10.1.** Each party agrees to indemnify the other from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "Damages") to the extent resulting from the indemnifying party's breach of this Agreement, negligence, breach of fiduciary duty or willful misconduct. Notwithstanding anything to the contrary herein, Adviser shall not be liable to Plan Sponsor for, and Plan Sponsor will indemnify Adviser from and against, any Damages resulting from:

**10.1.1** acts or omissions undertaken by or at the direction of the Plan Sponsor or any authorized agent thereof, including (without limitation) the calculation of installment distributions or initiation of investment transactions, based upon inaccurate or incomplete data provided by or on behalf of Plan Sponsor;

**10.1.2** direction of any third party retained by Plan Sponsor to provide services relating to the Plan, including but not limited to prior service providers, investment advisors, or any authorized agent thereof;

**10.1.3** Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Adviser on a timely basis.

**10.2.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3.** Adviser represents that it maintains error and omissions insurance, a fidelity bond under Section 412 of ERISA, and other appropriate insurance coverage in amounts sufficient to satisfy all material obligations of Adviser for Services under this Agreement.

## **11. Dispute Resolution**

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agree to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of

mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

## **12. Term & Termination**

**12.1. Term.** The term of this Agreement is for a period of one year, with automatic renewal for successive one (1) year periods unless either party provides the other party with ninety (90) days written notice of its intent to terminate the Agreement.

**12.2. Termination.** This Agreement shall terminate automatically in the following circumstances:

**12.2.1** Either party notifies the other of that it has determined in good faith that the Agreement is not consistent with its fiduciary duties under ERISA or applicable federal or state law; or

**12.2.2** The Service Agreement for recordkeeping, administrative and other services between Plan Sponsor and Great-West terminates or expires; or

**12.2.3** The agreement between Adviser and Subadviser terminates or expires and Adviser is unable to contract with a suitable replacement to serve as a Subadviser.

**12.3. Effect of Termination.** As of the effective date of the termination, Adviser will terminate Participant access to the Services and cease providing any Services to Participants. Plan Sponsor will notify Participants, including Online Advice Participants and Managed Account Participants, of the termination as soon as practicable. Adviser may assist Plan Sponsor in notifying Participants, Online Advice Participants and Managed Account Participants regarding the termination of Services; provided, however, to the extent Plan Sponsor requests such assistance, Adviser reserves the right to charge Plan Sponsor all reasonable fees, costs or expenses incurred by Adviser in connection with the provision of such assistance. Termination of the Agreement does not relieve Plan Sponsor or Managed Account Participants of their respective obligations, if any, to compensate Adviser for Services rendered through the effective date of such termination. If applicable, Adviser shall reimburse Plan Sponsor or Participants for any prepaid amounts that relate to the provision of Services after the effective date of termination.

## **13. Miscellaneous**

**13.1. Affiliates & Agents.** Adviser may perform any of the Services required of it under this Agreement through affiliates, agents, vendors and suppliers selected by Adviser. Adviser's use of any such party will not relieve Adviser of its obligations, and Adviser shall at all times remain liable for the performance of the Services hereunder. Plan Sponsor acknowledges that Adviser has delegated certain of its obligations to Subadviser and that Adviser reserves the right, in its sole discretion, to replace Subadviser upon reasonable prior notice to Plan Sponsor. In the event, the Subadviser terminates its agreement with the Adviser and provides advance notice to the Adviser, Adviser will notify the Plan Sponsor of such change as soon as reasonably practicable. If the Subadviser replacement is deemed unsatisfactory by the Plan Sponsor, the Plan Sponsor may terminate this Agreement at any time in accordance with this Section 12. Adviser represents that Subadviser is not affiliated with Adviser or Great-West and that Adviser has entered into an agreement with Subadviser that includes representations that the Subadviser: (i) is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, and (ii) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with Adviser, and (iii) will act, at all times in providing the methodology and software for Adviser's

Services, in conformity with the requirements imposed upon Subadviser as an Subadviser under Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), to the extent applicable to the Services.

**13.2. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Neither Adviser nor its personnel shall be considered employees of the Plan Sponsor for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant of this Agreement.

**13.3. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their affiliates and is not intended to confer any rights or remedies upon any other person.

**13.4. Assignment.** This Agreement shall be binding upon and inure to the benefit of each of the parties, their affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent, which will not be unreasonably withheld or delayed, and as consistent with the Advisers Act.

**13.5. Entire Agreement.** This Agreement, including all Exhibits, Schedules, notices and attachments, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. Except as otherwise provided herein, this Agreement may be modified only by an Amendment signed by authorized representatives of each party. Notwithstanding the foregoing, Adviser reserves the right to unilaterally amend the Agreement in order to comply with applicable laws, in connection with any addition or enhancement to the Services or method of providing Services. Any Adviser policies that are attached to or referenced in this Agreement may be modified by Adviser at any time. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing. In no event, however, will an amendment pursuant to this Section increase fees paid under the Agreement unless Plan Sponsor provides written approval.

**13.6. Governing Law; Waiver of Jury Trial.** To the extent not preempted by federal law, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Colorado, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in Colorado. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**13.7. Force Majeure.** Neither Adviser nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, or disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

**13.8. Severability.** The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

**13.9. Notices.** The parties' execution and delivery of this Agreement, and any notices or other communications required to be given pursuant to this Agreement may be provided by email, facsimile, electronic copies, hand delivered, sent by overnight delivery, or by first class mail, postage prepaid, any of which shall have the same force and effect as execution and delivery of an original; provided, however, electronic mail transmissions for purposes of execution and delivery of the Agreement or amendments thereto must include PDF or other facsimile transmissions clearly reproducing the manual signature of an individual duly authorized to execute such documents on behalf of the party.

**13.10. Headings; Defined Terms; Counterparts.** Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

**13.11. Survival.** The provisions of the following sections shall survive the termination of this Agreement: Fees & Compensation; Confidential Information; Privacy & Data Security; Liability & Indemnification; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

**13.12. Signatures/Corporate Authenticity.** By signing the Adoption Page the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.



**SCHEDULE A****List of Plans**

**Loxahatchee River Environmental Control District Money Purchase Plan and Trust  
100096-01**

## SCHEDULE B

### Discretionary Investment Advisory and Non-Discretionary Services Schedule

The parties agree that the Services under this Schedule will commence upon a date as directed by the Plan Sponsor and mutually agreed to by the parties, as administratively and operationally feasible.

#### I. General Description of Services

- A. Adviser provides a full suite of discretionary and non-discretionary investment advisory services to eligible Participants as selected by the Plan Sponsor. Such services may include set-up services, communications, reporting, investment recommendations, and initiation of investment transactions, subject to the terms and conditions of the Agreement and this Schedule, as the same may be amended in writing by the parties from time to time.
- B. As part of its Services, Adviser provides Participants access by telephone to the telephone call center (investment adviser representatives available from 7:00 a.m. to 8:00 p.m. Central Time, business days), and Adviser shall provide Participants, and designated representatives of Plan Sponsor, web access to Plan and Participant account information, subject to periodic maintenance and system availability.

#### II. Service Elections

##### A. Managed Account Service, Online Advice Service and Online Investment Guidance:

1. As further described in Adviser's Form ADV Brochure, the Managed Account Service provides discretionary advisory services, consisting of personalized portfolios created by Subadviser based upon the investment options available in the Plan, to Managed Account Participants. The Managed Account service allocates enrolled Participant accounts to personalized portfolios, and automatically rebalances portfolio allocations if Adviser believes rebalancing to be appropriate.
  - i. Unless otherwise agreed to by the parties, Adviser will construct portfolios using the Plan's core investment options ("Core Investment Options"), which are those investment options selected for use in the Plan by Plan Sponsor that provide investment choice under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International.
  - ii. Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. Unless the Plan Sponsor restricts Adviser from selling employer stock held in an account managed by Adviser, Adviser will liquidate employer stock held in an account that AAG manages. The Plan must select and at all times maintain Core Investment Options that cover the broad asset categories in order to utilize the Managed Account Service and the Online Advice Service. Managed Account Participants may further customize their portfolio by providing additional information to Adviser by phone or online and such information shall be considered by Subadviser to determine portfolio recommendations for the Managed Account Participant. Adviser shall periodically review and rebalance the Managed Account Participant's portfolio.
  - iii. A Managed Account Participant may cancel his or her participation in the Managed Account Service by calling Adviser's representative. Upon a Managed Account Participant terminating participation in the Managed Account Service, the Managed



Account Participant is solely responsible for the investment of his or her Plan account.

2. Adviser shall provide access to the Online Advice Service to Participants. For the Online Advice Service, Adviser shall provide non-discretionary advisory services, consisting of investment recommendations created by Subadviser based upon the investment options available in the Plan, to Online Advice Participants. Online Advice Participants shall be responsible for implementing the investment recommendations. Beyond the initial recommendation, Adviser is not responsible for providing additional investment recommendations or the management of an Online Advice Participant's account. The Online Advice Service is only available through websites supported by Great-West and Subadviser. Managed Account Participants are not eligible for the Online Advice Service while participating in the Managed Account Service.
3. If the Plan's investment lineup includes Great-West SecureFoundation Funds, then an online investment guidance tool ("Online Investment Guidance") will be available. Online Investment Guidance is available for use by Participants who wish to manage their own retirement accounts. It is an online tool that provides personalized asset allocation assistance without recommending any one specific fund. There is no fee for using Online Investment Guidance.

### III. Advisory and Portfolio Management Services Fees

Managed Accounts per Participant Annual Fee

Account Balance	Managed Account Annual Fee
First \$100,000 of account balance	0.65 %
Next \$150,000, up to \$250,000 account balance	0.55 %
Next \$150,000, up to \$400,000 account balance	0.45 %
Amounts greater than \$400,000	0.35 %

For example, if a Participant's account balance subject to the Managed Account service is \$50,000, the fee is **0.65%** of the account balance. If the account balance subject to the Managed Account service is \$500,000, the first \$100,000 will be subject to a fee of **0.65%**, the next \$150,000 will be subject to a fee of **0.55%**, the next \$150,000 will be subject to a fee of **0.45%**, and amounts over \$400,000 will be subject to a fee of **0.35%**.

### IV. Communication and Ongoing Maintenance

- A. Communication and ongoing maintenance includes monitoring the use of Services, and integrating Services communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.
- B. As part of a Participant's enrollment in the Managed Account service, the Participant will receive the Managed Account service welcome kit shortly after enrollment. The Participant will receive an Annual Kit shortly after their birthday. Each kit provides the participant an update on their account and reaching their retirement goals. Standard materials may include a discussion of Services in enrollment/education materials, print/email communications specific to the Services, on the web site, and/or in personalized Participant materials. Additional or custom Participant communications materials may be used by Adviser and may be paid for by Adviser, Great-West or the Plan Sponsor. Such additional or custom communications may include targeted marketing techniques based upon participant demographical and/or account data (including but not limited

to age, income, deferral rates, current investment elections) to identify Participants who may benefit from participation in the Managed Account service.

- C. Plan Sponsor agrees to conduct, (at no additional charge to Plan Sponsor), an education/enrollment campaign as part of the rollout of the Services to all eligible Participants and an annual campaign thereafter. The campaign materials will be provided to each Participant and may include, but are not limited to a descriptive brochure, descriptive letter from Plan Sponsor, enrollment form, follow-up communication and other appropriate materials. Participants can enroll in the Managed Account Service through an online website (accessed through the Plan's participant website or enrollment site), Adviser's investment adviser representatives or by returning an enrollment form.

## **V. Addition of New Plans**

Tax-deferred plans not listed at the top of the Schedule A that are added to Plan Sponsor's program after the effective date will not be included in this Agreement, and will be subject to additional fees.

## **VI. Limitations and Investment Option Changes**

Services will have limited capabilities for purposes of enrollment, rebalancing or reforecasting for approximately up to at least ten (10) business days following changes to the investment option lineup. Other functionality will be available during this time. Adviser and Subadviser need to conduct a new analysis of the available investment option array to accommodate these changes. This analysis will take approximately 10 business days, during which time, Online Investment Advice, and the Managed Account service will not be available for Participant use. Once the analysis is complete, Online Investment Advice and the Managed Account service will once again be available.

## **VII. Plan Sponsor Directed Enrollment of Participants**

- A. While this Agreement assumes that enrollments of Participants will be performed primarily on an "opt-in" basis such that Participants must voluntarily enroll in the Services described herein, the Plan Sponsor may also desire that Adviser's services be implemented for a selected group of Participants on an "opt-out" basis, pursuant to Plan Sponsor's instruction to Adviser. These opt-out events may occur at the time when the Plan begins receiving recordkeeping services from Adviser's affiliated recordkeeping provider, or on some other occasional or periodic basis. This section of the Agreement will refer to the group of Participants designated for out-out enrollment as "Enrolling Participants."
- B. For avoidance of doubt, in the event that Plan Sponsor seeks to implement the Managed Account Service as a default investment for Participants, the designation of the Managed Account Service as a default investment will be executed through documentation separate from this Schedule.
- C. The Plan Sponsor will designate the population of Enrolling Participants through separate instructional documents provided to Adviser or its affiliated recordkeeper.
- D. Adviser or its affiliated recordkeeper will notify Enrolling Participants of their automatic enrollment into the Managed Account Service at least two times. At least one enrollment notification will take place in advance of the automatic enrollment to give Enrolling Participants adequate opportunity to assess whether to opt-out of the enrollment process. Each Enrolling Participant actually enrolled in the Managed Account Service will be sent materials confirming Managed Account Service enrollment by Adviser shortly after enrollment processing.
- E. Enrolling Participants may elect not to participate in the Managed Account Service through the methods described in enrollment notifications provided to Participants, such as by calling Adviser to opt-out, or by declining enrollment through Adviser's internet interface. Additionally, if a Participant has made a financial or investment election on their account after enrollment

notification, but prior to the automatic enrollment process into the Managed Account Service, the Participant will not be enrolled.

- F. In the event that Enrolling Participants are automatically enrolled when the applicable Plan converts onto the recordkeeping platform provided by Adviser's affiliated recordkeeper, Enrolling Participants' accounts will become actively managed by the Managed Account Service shortly after assets are transferred from the prior recordkeeper. For the short period between asset transfer from the prior recordkeeper until Adviser can assume active management of the account, Enrolling Participants' accounts will be invested in similar investments as were held at the prior recordkeeper, pursuant to mapping instructions received by the Plan Sponsor. Once conversion to the recordkeeping platform is complete, Enrolling Participants may cancel their enrollment in the Managed Account Service at any time by completing the cancellation form available online or by calling Adviser at the Plan's existing toll-free customer service number.
- G. In the event the Plan Sponsor directs Adviser to enroll Participants on an opt-out basis after the initial transition of the Plan to the Empower recordkeeping platform, Adviser will offer a free period for the Managed Account Service, under which no Managed Account Service fees will be assessed to Enrolling Participants within 60 days following enrollment date.
- H. Data requirements for Enrolling Participants:
  - 1. Subject to the information below, if Adviser does not have required indicative data for an Enrolling Participant, the Enrolling Participant will not be enrolled into the Managed Account Service.
  - 2. Plan Sponsor may provide Adviser with default data for use in processing enrollments for Enrolling Participants, and in advising Participant accounts. If Plan Sponsor provides direction to use default data, such as income assumptions, Plan Sponsor agrees that use of such default data is consistent with Adviser's execution of its fiduciary responsibility in providing investment advice to Participants.
  - 3. Gender Assumption. If gender information is missing on any Participant, Plan Sponsor instructs Adviser to default gender assumption to female, unless Plan Sponsor otherwise instructs Adviser, for purposes of processing Managed Account Service enrollment.
  - 4. Date of Birth. If a Participant's date of birth is beyond the mortality tables used by the independent financial expert, or the participant's date of birth provided to Adviser is invalid, the participant will not be eligible to be enrolled into the service.

For

(the “Plan Sponsor”)

**100096-01**

Effective Date (later of this date or the date executed by Trustee)      March 31, 2020

## TABLE OF CONTENTS

1.	Definitions .....	3
2.	Creation and Operation of the Trust .....	3
3.	Powers of the Trustee .....	6
4.	Compensation and Expenses .....	12
5.	Confidential Information .....	12
6.	Privacy & Data Security .....	13
7.	Business Continuity & Disaster Recovery .....	13
8.	Records .....	14
9.	Intellectual Property Rights.....	14
10.	Liability & Indemnification.....	14
11.	Dispute Resolution.....	15
12.	Term & Termination .....	15
13.	Miscellaneous .....	15

This Trust Agreement is by and between Plan Sponsor and Great-West Trust Company, LLC, a trust company chartered under the laws of the State of Colorado having a place of business in Greenwood Village, Colorado (hereinafter referred to as "Trustee").

Plan Sponsor has established or adopted the Plan for its eligible employees and their beneficiaries. A trust is maintained in connection with the Plan (the "Trust") to which Plan contributions are to be made to be held by the Trustee and to be managed, invested and reinvested for the exclusive benefit of participants of the Plan and their beneficiaries (collectively, "Participants"). The Plan and Trust are intended to qualify as a plan and trust which meet the applicable requirements of Section 401(a) and 501(a) or Sections 457(b) and (g), whichever is applicable, of the Internal Revenue Code of 1986, as amended, or any successor thereto (the "Code"). Plan Sponsor is a fiduciary to the Plan and is authorized under the terms of the Plan to appoint a Trustee. The Plan Sponsor desires Trustee to hold Plan funds and Trustee is willing to hold such funds pursuant to the terms of this Trust Agreement. The Plan Sponsor wishes to appoint Great-West Trust Company, LLC, as Trustee under the terms hereof. Plan Sponsor hereby warrants and represents that it is permitted, pursuant to its governing laws, including but not limited to applicable state and local laws, to appoint Great-West Trust Company, LLC, as Trustee. In consideration of the premises and of the mutual covenants herein contained, the parties covenant and agree as follows:

## 1. Definitions

"Affiliate" means any corporation or entity now or hereafter controlled by a party to this Trust Agreement, that controls such party and/or that is under common control with such party, where "control" means either the direct or indirect holding of the shares of a corporation to which are attached more than fifty percent (50%) of the votes that may be cast to elect directors of the corporation, or more than fifty percent (50%) of the ownership interests of an unincorporated entity.

"Trust Agreement" includes this Trust Agreement and any exhibits, schedules, notices and other documents attached, incorporated or referenced herein.

"Plan Sponsor" means the Plan Sponsor identified above, any plan administrator appointed by the Plan Sponsor (the "Plan Administrator"), fiduciaries to the Plan, and other delegates of the Plan Sponsor (other than Trustee) as dictated by the context.

## 2. Creation and Operation of the Trust

**2.1. Services.** Trustee will provide the services set forth in this Trust Agreement or as further described in schedules or appendixes hereto (collectively the "Services").

**2.2. Establishment/Acceptance of Trust.** In order to carry out the purposes of the Plan, the Trust is hereby created and established or, if previously established, is hereby continued. Trustee accepts this Trust and agrees to act as Trustee hereunder, but only on the terms and conditions set forth in this Trust Agreement. Subject to the terms and conditions of this Trust Agreement, all right, title and interest in and to the estate of the Trust fund shall be vested exclusively in Trustee.

**2.3. Acceptance of Property.** The Trust Fund shall include only those assets which Trustee initially accepts, and assets that are subsequently added to the Trust Fund pursuant to the provisions of Trust Agreement, hereinafter referred to as the "Trust Fund". Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor acknowledges and agrees that it is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. All assets so received, together with the income there from and any other increment thereon, shall be held by Trustee

pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. In no event shall Trustee be considered a party to the Plan and, in the event of any conflict between this Trust Agreement and the provisions of the Plan or any other instrument or agreement forming part of such Plan, the provisions of this Trust Agreement shall take precedence. Trustee shall have only such duties with respect to the Plan as are set forth in this Trust Agreement.

## **2.4. Investment Powers.**

**2.4.1** Trustee shall have no discretion or authority with respect to the investment of Trust assets, but shall act solely as a directed Trustee, and in accordance with this Trust Agreement shall invest and reinvest the principal and income of the Trust and keep the Trust invested in such investments in securities or other property, real or personal, within or without the United States, including, without limitation, interests and part interests in any bond and mortgage or note and mortgage and interests and part interests in certificates of deposit, commercial paper and other short-term or demand obligations, secured or unsecured, whether issued by governmental or quasi-governmental agencies or corporations or by any firm or corporation, capital, common and preferred, voting and nonvoting stock (regardless of dividend or earnings record), and including shares of mutual funds, annuity or investment contracts issued by an insurance company, and financial options and futures or any other form of option, and shall hold such securities or property in one or more funds; or in any fund created and administered by Trustee or any other bank or Investment Manager, as defined in Paragraph 2.4.6 of this Trust Agreement, for the collective investment of the assets of employee benefit trusts that is (i) a collective investment fund or (ii) a group trust that meets all of the conditions of Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1, (and while any portion of the Trust Fund is so invested, such collective investment fund or group trust shall constitute part of the Plan, and the instrument creating such fund shall constitute part of this Trust Agreement). Trustee may keep such portion of the Trust Fund in cash and cash balances or hold all or any portion of the Trust Fund in savings accounts, certificates of deposit, and other types of time or demand deposits with any financial institution or quasi-financial institution, either domestic or foreign (including Trustee and its Affiliates) as directed by the Plan Administrator, Plan Sponsor, Investment Manager, or other designated fiduciary of the Plan.

**2.4.2** To the maximum extent permitted by law, Trustee shall not be liable for the acquisition, retention or disposition of any assets of the Trust Fund or for any loss to or diminution of such assets unless due to Trustee's own willful misconduct or failure to act in good faith.

**2.4.3** Trustee shall not be the Plan Administrator. Trustee shall be a directed Trustee under the direction of the Plan Administrator, Plan Sponsor, Participants (only to the extent the investment of Plan assets are directed by Participants as provided below), Investment Manager, as appointed by Plan Sponsor or Plan Administrator, or other fiduciary of the Plan designated under the Plan, who is not the Trustee. The duties and obligations of Trustee hereunder shall be limited to those expressly imposed upon it by this Trust Agreement, notwithstanding any reference contrary in the Plan, and no further duties or obligations of Trustee shall be implied. For example, Trustee shall have no initial or ongoing duty to determine the prudence of any Plan investment directed to be made by Plan Sponsor or any delegate thereof, to diversify Plan investments, or to make or monitor investment decisions. The Plan Administrator, Plan Sponsor or Investment Manager, as applicable, and not the Trustee are solely responsible for the prudent selection of Plan investments and for the ongoing duty to monitor and remove imprudent Plan investments. Trustee shall not be liable for any loss to, or diminution of the Plan assets, or for any other loss or damage which may result from the discharging of its duties hereunder if it acts in good faith and in accordance with the terms of this Trust Agreement and in accordance with the applicable federal or state laws, rules, and regulations.

**2.4.4** Plan Administrator, Plan Sponsor or other designated fiduciary shall select investment alternatives for the Plan (each an "Investment Alternative") which include some or all of the following types, or some other type reasonably acceptable to Trustee from an administrative standpoint: (i) securities issued by open-end investment companies registered under the Investment Company Act of 1940 ("Mutual Funds"), (ii) notes evidencing loans to Participants in accordance with the terms of the



Plan, (iii) annuity or investment contracts issued by an insurance company, (iv) a portfolio of securities and obligations which is intended to produce a fixed rate of investment return, including but not limited to guaranteed investment contracts ("GICs"), United States government securities, corporate bonds, notes, debentures, convertible securities, preferred stocks, and interests in collective investment funds maintained by banks or other financial institutions which invest in such securities and obligations and other similar investments, in each case as chosen by Plan Sponsor, Plan Administrator or an Investment Manager, (v) portfolios of securities managed by an Investment Manager for which market values can be obtained readily from securities exchanges or pricing services subscribed to by Trustee, (vi) portfolios of securities issued by Mutual Funds, managed by an Investment Manager or Plan Administrator, and (vii) interests in collective investment funds and group trusts under Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1, maintained by Trustee or another bank or financial institution for qualified plans.

**2.4.5** If the investment of Plan assets is to be directed by Participants, the Plan Administrator, Plan Sponsor or other designated fiduciary, who is not the Trustee, shall be solely responsible for the Plan selecting a broad range of investment alternatives among which Participants may designate investments of their accounts, providing Participants with information concerning the designated Investment Alternatives, and restricting the frequency with which Participants may issue investment instructions.

**2.4.6** Plan Administrator, Plan Sponsor or other designated fiduciary of the Plan may appoint an "Investment Manager," to manage any Investment Alternative, or any part of an Investment Alternative. Any Investment Manager so appointed shall be (i) an investment adviser registered as such under the Investment Advisers Act of 1940 ("Advisers Act"), (ii) a bank, as defined in the Advisers Act, (iii) an insurance company qualified to perform investment management services under the laws of more than one state of the United States, or (iv) another entity who has agreed to be a fiduciary with respect to the Plan. In the event of such appointment, the appointing fiduciary shall notify Trustee of any such appointment by delivering to Trustee written notice of the appointment of each Investment Manager hereunder, in the form provided by Trustee, together with an acknowledgment by the Investment Manager that it is a fiduciary of the Plan. Alternatively, the Plan Administrator or Plan Sponsor, in its capacity as a fiduciary to the Plan, may manage an Investment Alternative. In either case, the appointing fiduciary shall specify to Trustee the Investment Alternative that shall be subject to such investment management. The appointing fiduciary shall be responsible for ascertaining that, while each Investment Manager is acting in that capacity, that such Investment Manager satisfies the requirements of this paragraph 2.4.6. Trustee shall invest and reinvest the portion of the Trust Fund subject to such investment management only to the extent and in the manner directed by the Investment Manager, the Plan Administrator or Plan Sponsor, as the case may be. During the term of such appointment, Trustee shall have no liability for the acts or omissions of such Investment Manager, the Plan Administrator or Plan Sponsor, and except as provided in the preceding sentence, shall be under no obligation to invest, review, or otherwise manage the portion of the Trust Fund subject to such investment management. Trustee may maintain separate accounts within the Trust Fund for the assets of the Trust Fund subject to such investment management. The appointing fiduciary may terminate its appointment of an Investment Manager at any time and shall notify Trustee in writing of such termination. Trustee shall be protected in assuming that the appointment of an Investment Manager remains in effect until it is otherwise notified in writing by the appointing fiduciary.

**2.4.7** In the event an Investment Manager appointed hereunder is a bank or a trust company, or an affiliate of a bank or trust company, Trustee shall, upon the direction of Plan Sponsor, transfer funds to such bank, trust company, or affiliate for investment through the medium of any collective investment fund created and administered by such bank, trust company, or affiliate, acting as trustee therefor, for the collective investment of the assets of employee benefit trusts, provided that such fund is (i) a bank collective investment fund or (ii) or a group trust that meets all of the conditions of Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1. In order to implement the provisions of this subsection, Trustee is authorized to enter into any required ancillary trust, agency or other type of agreement with an Investment Manager, or its affiliate, as described in the preceding sentence.



## 2.5. Payments.

Subject to the provisions of this Trust Agreement, Trustee shall from time to time transfer cash or other property from the Trust Fund to such persons as designated by the Plan Sponsor or Plan Administrator, at such addresses, in such amounts, for such purposes and in such manner as the Plan Sponsor or Plan Administrator may direct, provided that such transfer is administratively feasible, and Trustee shall incur no liability for any such payment made at the direction of Plan Administrator. Plan Sponsor or Plan Administrator shall be solely responsible to insure that any payment made at its direction conforms with the provisions of the Plan, the provisions of this Trust Agreement, and the Code, and Trustee shall have no duty to determine the rights or benefits of any person in the Trust Fund or under the Plan or to inquire into the right or power of Plan Sponsor or Plan Administrator to direct any such payment.

## 3. Powers of the Trustee

**3.1.** Trustee is authorized to exercise from time to time in accordance with directions from the Plan Administrator, Plan Sponsor, an Investment Manager, or a Participant, as the case may be, the following powers in respect of any property, real or personal, of the Trust Fund, it being intended that these powers be construed in the broadest possible manner:

**3.1.1** to sell at public or private sale for cash or upon credit or partly for cash and partly upon credit;

**3.1.2** to exchange securities or property held by it for other securities or property, or partly for such securities or property and partly for cash, and to exercise conversion, subscription, option and similar rights with respect to securities held by it, and to make payments in connection therewith;

**3.1.3** to compromise and adjust all debts or claims due to or made against it, to participate in any plan of reorganization, consolidation, merger, combination, liquidation or other similar plan or any action thereunder, or any contract, lease, mortgage, purchase, sale or other action by any corporation or other entity;

**3.1.4** to exercise any conversion privilege or subscription right available in connection with any such property; to oppose or to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association any of the securities of which may at any time be held in the Trust Fund and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payments of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith and to hold and retain any securities or other property which it may so acquire;

**3.1.5** to make distributions in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property;

**3.1.6** to commence or defend suits or legal proceedings and to represent the Trust in all suits or legal proceedings; to settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, provided that Trustee shall notify Plan Sponsor or Plan Administrator of all such suits, legal proceedings and claims and, except in the case of a suit, legal proceeding or claim involving solely Trustee's action or omissions to act, shall obtain the written direction of Plan Sponsor or Plan Administrator before settling, compromising or submitting to binding arbitration any claim, suit or legal proceeding of any nature whatsoever. The Trustee shall have no obligation to undertake, defend or continue to maintain any action or proceeding arising in connection with the Trust, unless and until the Plan Sponsor requests the Trustee to do so and agrees in writing to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto, to be primarily liable for such payment and to make periodic payments in respect of such fees and expenses during the course of such proceedings. If the Plan Sponsor thereafter does not pay

such costs, expenses and liabilities in a reasonably timely manner, the Trustee shall discontinue participation in such action or proceeding, and charge the assets of the Trust Fund to the extent sufficient for any unpaid fees and expenses;

**3.1.7** upon the written direction of Plan Sponsor or Plan Administrator, to enter into any contract or policy with an insurance company or companies, for the purpose of insurance coverage or otherwise, provided that, except as provided in Section 3.3, Trustee shall be the sole owner of all such contracts or policies and all such contracts or policies shall be held as assets of the Trust Fund; and

**3.1.8** to transfer assets of the Trust Fund to a successor trustee as provided in Section 3.8.

**3.2.** Notwithstanding that Trustee acts solely as a directed trustee, Trustee shall have the following ministerial powers and authority, to be exercised in its sole discretion, with respect to the Trust Fund:

**3.2.1** to employ suitable agents and custodians;

**3.2.2** to delegate to its Affiliate, or others, any or all of its duties arising out of this Trust Agreement, including but not limited to, recordkeeping and reporting;

**3.2.3** to register any securities or other property held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity and to hold any securities or other property in bearer form and to deposit any securities or other property in a depository or clearing corporation;

**3.2.4** to reverse any erroneous or provisional credit entries to the Trust Fund retroactively to the date upon which the correct entry or no entry should have been made;

**3.2.5** to make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases, subscription documents, or other instruments in writing necessary or desirable for the accomplishment of any of the foregoing powers, provided that in connection with the acquisition, holding or disposition of securities or other property other than publicly-traded securities, that the Investment Manager, Plan Sponsor, or Plan Administrator, as the case may, has provided written direction in a form satisfactory to Trustee; and

**3.2.6** generally to do all ministerial acts, whether or not expressly authorized, which Trustee may deem necessary or desirable in carrying out its duties under this Trust Agreement.

**3.3. Insurance Contracts.** Trustee may, at the direction of Plan Sponsor or Plan Administrator, (i) enter into one or more contracts issued by an insurance company, including such contracts providing for investment in a separate account maintained by an insurance company, (ii) transfer to any such insurance companies a portion of the Trust Fund in accordance with any such contracts, and (iii) hold any such contracts as a part of the Trust Fund until directed otherwise by Plan Sponsor or Plan Administrator. Trustee shall have no responsibility to review any contract or the creditworthiness of the insurance company issuing such contract at any time or from time to time. Plan Sponsor or Plan Administrator may direct Trustee to (i) demand or accept withdrawals or other distributions under any such contracts; (ii) exercise or not to exercise any rights, powers, privileges and options under any such contracts; and (iii) assign, amend, modify, or terminate any such contracts. Trustee shall take no action with respect to any such contracts except at the direction of Plan Sponsor or Plan Administrator. Trustee shall incur no liability for complying with, or failing to act in the absence of, any such direction of Plan Sponsor or Plan Administrator. Any insurance companies issuing any contracts as hereinabove described may deal with Trustee as the absolute owner of any such contracts and need not inquire as to the authority of Trustee to act with regard to such contracts. In no event shall the underlying assets of such insurance company in which such contracts are invested be considered assets of the Plan or part of the Trust Fund.

### **3.4. Fiduciary Standards.**

**3.4.1** Trustee shall perform those duties under this Trust Agreement that constitute it as a fiduciary with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent trustee acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Trustee shall exercise reasonable care with respect to its remaining duties and obligations under this Trust Agreement.

**3.4.2** Trustee shall not be responsible for the administration of the Plan, for determining the funding policy of the Plan or the adequacy of the Trust Fund to meet and discharge liabilities under the Plan, or for the investments of the Plan. Trustee shall not be responsible for any failure of Plan Administrator or Plan Sponsor to discharge any of their respective responsibilities with respect to the Plan nor be required to enforce payment of any contributions to the Trust Fund, which duty is assigned to the Plan Administrator, as a fiduciary to the Plan, and Trustee shall be a directed trustee with respect to contributions and shall have no obligation to take any action to collect any contributions except upon the direction of the Plan Administrator.

**3.4.3** Except as otherwise required by the Code, under no circumstances shall Trustee or its Affiliates or agents incur liability for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person, whether or not foreseeable and regardless of the form of the action in which such a claim may be brought, with respect to the Trust Fund or its role as Trustee.

### **3.5. Prohibition of Diversion.**

**3.5.1** At no time prior to the satisfaction of all liabilities with respect to Participants in the Plan shall any part of the corpus or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of such Participants. Except as provided below and Section 4, the assets of the Trust Fund shall never inure to the benefit of Plan Sponsor and shall be held for the exclusive purpose of providing benefits to Participants in the Plan and defraying the reasonable expenses of administering the Plan.

**3.5.2** In the case of a contribution that is made by Plan Sponsor by a mistake of fact, subsection 3.5.1 above shall not prohibit the return to Plan Sponsor of such contribution, without any earnings, but reduced by any losses, at the direction of Plan Sponsor or Plan Administrator within one year after the payment of the contribution.

**3.5.3** If a contribution by Plan Sponsor is expressly conditioned on initial qualification of the Plan under Section 401 of the Code, and if the Plan does not so qualify, then subsection 3.5.1 above shall not prohibit the return to Plan Sponsor of such contribution, without any earnings, but reduced by any losses, at the direction of Plan Sponsor or Plan Administrator within one year after the date of denial of qualification of the Plan, to the extent permitted by the Code.

**3.5.4** If a contribution by Plan Sponsor is expressly conditioned upon the deductibility of the contribution under Section 404 of the Code, then to the extent such deduction is disallowed, subsection 3.5.1 above shall not prohibit the return to Plan Sponsor of such contribution, without any earnings, but reduced by any losses, at the direction of Plan Sponsor or Plan Administrator, to the extent disallowed, within one year after the date of such disallowance.

### **3.6. Valuation of the Trust Fund and Periodic Accounts.**

**3.6.1** Trustee shall report the value of securities or other property held in the Trust Fund as follows:

a. Publicly-traded securities for which a price is readily available shall be reported based upon information and financial publications of general circulation, generally available

statistical and valuation services, and records of security exchanges, or from quotes from brokers customarily used by Trustee for security pricing purposes;

b. Units or shares in Mutual Funds shall be reported at the most recently announced net asset value pursuant to regulations under the Investment Company Act of 1940;

c. Units or shares in limited liability companies, or other funds other than Mutual Funds (each, together with units or shares of Mutual Funds, a "Fund") or group trusts shall be reported at their most recent asset value or other unit or share value stated by the Fund or its operator received by Trustee prior to the date of the production of any particular statement of account;

d. Units in group trusts shall be reported at the value stated by the trustee of the group trust;

e. Contracts of a type that Trustee, acting reasonably, determines to be an over-the-counter derivative ("OTC Derivative Contracts") shall be reported at the price provided by the applicable Investment Manager, a vendor selected by that Investment Manager, Plan Sponsor or Plan Administrator; and

f. Other securities or other property shall be reported at prices certified by the applicable Investment Manager or at the price provided by a vendor or appraiser selected by the Investment Manager, Plan Sponsor or Plan Administrator.

**3.6.2** Trustee shall follow general market practice with regard to reviewing the reasonableness of prices received by it 3.6.1(a), but shall not otherwise be responsible for any error or inaccuracy in any such price as received by Trustee. Plan Sponsor, Plan Administrator, or the applicable Investment Manager, as the case may be, shall be deemed to have directed Trustee as to any price reported under clauses 3.6.1(b) through 3.6.1(f), and Trustee shall conduct no review or verification of any such price.

**3.6.3** Plan Sponsor, Plan Administrator or the applicable Investment Manager shall be responsible for assessing whether the prices reported by Trustee reflect the fair market value or fair value of the applicable asset at the time as of which Trustee reports the value of the Trust Fund. Trustee shall have no obligation to make a fair value adjustment of any price received by it, although it will incorporate into its reports any fair value adjustment that Plan Sponsor, Plan Administrator, or an Investment Manager may provide instructions for, to the extent that it is practicable for Trustee to do so from an operational perspective. Trustee shall be fully protected in relying upon the prices reported in accordance with this Section 3.6 for all purposes under this Trust Agreement, as well as any requirements of the Financial Accounting Standards Board or Governmental Accounting Standards Board.

**3.6.4** Plan Sponsor acknowledges that reported prices of securities and other property (particularly values of OTC Derivative Contracts and other assets lacking a readily available price) are indicative values only and do not indicate the actual terms at which the relevant asset or liability could be sold or unwound.

**3.6.5** Trustee shall have no responsibility to determine the price of OTC Derivative Contracts except as separately agreed to in writing between Plan Sponsor and Trustee.

**3.6.6** Trustee or its agent shall keep records of all transactions relating to the Trust Fund, which shall be made available at reasonable times during normal working hours to persons designated by Plan Sponsor or as may be required by law. Trustee or its agent shall render an accounting and statement of the Trust Fund assets and their values to Plan Sponsor as or on behalf of Plan Administrator at least annually. Plan Administrator may approve or file objections to such accounting on behalf of itself and Plan Sponsor by an instrument in writing delivered to Trustee. If Plan Administrator does not file with Trustee objections to any such accounting within ninety (90) days after its receipt, Plan Administrator shall be deemed to have approved such accounting on behalf of itself and

Plan Sponsor. In such case, or upon the written approval of Plan Administrator of any such accounting, Trustee and its agent shall, to the extent permitted by law, be discharged from all liability for its act or failures to act described in such accounting. Except to the extent otherwise provided in the Code, no person, other than Plan Sponsor or Plan Administrator, may require an accounting or bring any action against Trustee with respect to the Trust Fund.

**3.6.7** Nothing contained in this Trust Agreement or in the Plan shall deprive Trustee or its agent of the right to have a judicial settlement of its accounts. In any proceeding for a judicial settlement of the accounts of Trustee or its agent or for instructions with regard to the Trust, the only necessary parties thereto in addition to Trustee and its agent as appropriate shall be the Plan Administrator. If Trustee or its agent so elects, it may join as a party or parties defendant any other person or persons.

**3.7. Plan Administrator.** Plan Sponsor shall certify to Trustee and its agent the names of the entity or persons from time to time constituting the Plan Administrator and of any other persons with authority to provide direction on behalf of the Plan under this Trust Agreement. All directions to Trustee or its agent by Plan Administrator or any other authorized representatives shall be in writing which includes directions received via electronic methods acceptable to the Trustee. Trustee and its agent shall be entitled to rely without further inquiry upon all such written directions received from the Plan Administrator or any other authorized persons.

### **3.8. Resignation or Removal of Trustee.**

**3.8.1** Trustee may resign at any time by giving ninety (90) days' written notice to Plan Sponsor. The Plan Sponsor may remove Trustee at any time by giving ninety (90) days' written notice to Trustee. In the case of the resignation or removal of Trustee, the Plan Sponsor shall appoint a successor trustee who shall have the same powers and duties as those conferred upon Trustee. If the Plan Sponsor fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal or as of the effective date of the termination of this Trust Agreement and no other Trustee remains, the Trustee will treat the Plan Sponsor as having appointed itself as Trustee and as having filed the Plan Sponsor's acceptance of appointment as successor Trustee with the Trustee.

**3.8.2** Trustee shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and deliver all of the assets of the Trust Fund and all rights and privileges therein to the successor trustee or, in its discretion, to a court of competent jurisdiction as the Trustee deems necessary, within a reasonable time, after reserving such reasonable amount as it shall deem necessary to provide for any expenses and payments then chargeable against the Trust Fund for which the Trust Fund may be liable, or for payment of the retiring Trustee's fees and expenses in connection with the settlement of its account or otherwise. If the assets so withheld shall be insufficient or excessive for such purposes, the retiring Trustee shall be entitled to reimbursement for any deficiency out of the Trust Fund from the successor trustee, or shall deliver the excess to the successor trustee, as the case may be. Following the effective date of the removal or resignation of Trustee, upon request, the Trustee shall provide the Plan Sponsor a written account of all Trust Fund transactions since the most recent report provided to the Plan Sponsor. The provisions of Section 3.6 shall be applicable to such account. The term "Trustee" as used in this Trust Agreement shall be deemed to apply to any successor trustee, permitted under Section 3.8.1, acting hereunder.

**3.8.3** Upon the appointment of a successor trustee, the resigning and removed Trustee shall be discharged from further accountability for the Trust Fund, and shall be under no further duty, obligation or responsibility for the disposition by such successor trustee of the Trust Fund or any part thereof.

### **3.9. Plan-to-Plan Transfers; Rollovers.**

**3.9.1** Trustee or its agent may transfer part or all of the property representing a Participant's interest in the Plan to the trustees of any trust qualified under Section 401(a) of the Code or Section 457(g) of the Code, whichever is applicable, in a plan-to-plan transfer, or with respect to an



eligible rollover distribution, to any eligible retirement plan as provided under Section 402(c) of the Code or Section 457(e) of the Code, whichever is applicable. Trustee or its agent may make such a transfer only at the direction of the Plan Administrator.

**3.9.2** Trustee or its agent may accept as part of the Trust Fund such property as is acceptable to Trustee which represents a Participant's retirement benefits transferred from a trust qualified under Section 401(a) of the Code or Section 457(g) of the Code, whichever is applicable, or transferred as a permissible rollover under Section 402(c) or 408(d)(3) of the Code or Section 457(e) of the Code, whichever is applicable. The amount of such benefits shall at all times be separately accounted for by Plan Sponsor. A Participant shall at all times be fully vested in any property so transferred as a rollover to the Trust Fund. Such property shall be distributed to the Participant at the direction of the Plan Administrator within the time required for distribution of his retirement benefits under the applicable provisions of the Plan.

### **3.10. Participating Employers.**

**3.10.1** Any entity that is required to be treated as a single employer or otherwise required to be aggregated with Plan Sponsor and which has adopted the Plan in accordance with its terms (a "Participating Employer") shall become a party to this Trust Agreement upon Plan Sponsor delivering to Trustee or its Affiliates documentation that it agrees to adopt the Plan, to become a party to this Trust Agreement, and to be bound by all the terms and conditions of the Plan and this Trust Agreement. Plan Sponsor shall have the sole authority to enforce this Trust Agreement on behalf of all Participating Employers and Trustee or its agent shall in no event be required to deal with any such Participating Employer except by dealing with Plan Sponsor as such Participating Employer's agent. Irrespective of the number of Participating Employers which may become parties to this Trust Agreement, Trustee or its agent shall in all respects invest and administer the Trust Fund as a single fund for investment and accounting purposes without allocation of any part of the Trust Fund as between Plan Sponsor and any Participating Employer.

**3.10.2** A Participating Employer which has adopted the Plan shall cease to be a party to this Trust Agreement upon Plan Sponsor delivering to Trustee documentation that it is terminating its participation in the Plan. In such event, or in the event of the termination of Plan Sponsor or of any such Participating Employer, or in the event of the establishment, modification or continuance of any other retirement plan which separately or in conjunction with this Plan is qualified under Section 401(a) of the Code, Trustee or its agent shall continue to hold the portion of the Trust Fund which is attributable to the participation in the Plan of the employees and their beneficiaries affected by such termination, and this Trust Agreement shall continue in force with respect to such portion, until otherwise directed by the Plan Administrator, in accordance with the provisions of the Plan and the Code.

**3.11. Alienation.** No interest in the Trust Fund shall be assignable or subject to anticipation, sale, transfer, mortgage, pledge, charge, garnishment, attachment, bankruptcy or encumbrance or levy of any kind, and the Trustee or its agent shall not recognize any attempt to assign, sell, transfer, mortgage, pledge, charge, garnish, attach or otherwise encumber the same except to the extent that such attempt is made pursuant to (i) a court order determined by the Plan Administrator to be a qualified domestic relations order, as defined in Section 414 of the Code or (ii) as required by a federal tax levy made in accordance with Section 6331 of the Code, (iii) pursuant to an offset under Section 401(a)(13)(C) of the Code or (iv) as otherwise allowed under the Code.

**3.12. Bond.** Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Trust Agreement except as required by law.

### **3.13. Proxies and Other Incidents of Ownership**

**3.13.1** The Trustee shall have no discretion with respect to voting proxies, tendering shares in a tender or exchange offer, or exercising any other rights of ownership.

**3.13.2** The Trustee shall deliver or cause to be delivered, as directed by the Plan Sponsor or Plan Administrator, to the Plan Sponsor, Plan Administrator, the designated Investment Manager, or a designated transfer agent, all proxies and proxy related materials relating to investments held under the Trust Agreement received by Trustee.

**3.13.3** The Plan Sponsor shall assign a fiduciary (which may be a person, committee or entity designated by the Plan Sponsor, or the Plan Sponsor, but which shall not be the Trustee) who shall be responsible for voting proxies, tendering shares and exercising shareholder rights.

**3.13.4** With respect to investments held in Participant-directed brokerage accounts, each Participant shall be responsible for directly voting proxies, tendering shares and exercising shareholder rights.

#### **4. Compensation and Expenses**

**4.1.** Trustee shall be compensated in accordance with the fee schedule provided to Plan Sponsor which may be incorporated as part of the fee schedule or other fee documentation provided to the Plan Sponsor under an agreement between the Plan Sponsor and an Affiliate of the Trustee to provide recordkeeping or other administrative services to the Plan where such fees may be paid by the Affiliate to the Trustee on behalf of the Plan. If Trustee proposes an amended written fee schedule and Plan Sponsor fails to object thereto within ninety (90) days of its receipt, the amended fee schedule shall be deemed accepted by Plan Sponsor. Trustee reserves the right to liquidate Trust assets in satisfaction of its fees hereunder in the event of non-payment by Plan Sponsor.

**4.2.** Plan Sponsor acknowledges and agrees if the Plan's assets pass through a bank account held by Trustee, it may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by Trustee are aggregated with credits and/or interest earned by its Affiliates and will be used to defray the aggregate expenses for the maintenance of bank accounts. Trustee will not retain credits and/or interest earned in excess of such maintenance expenses.

**4.3.** Credits and/or interest are earned from the use of (i) uninvested contributions received too late in the day or not received in good order to be invested same-day and (ii) proceeds from investment option redemptions where distribution checks have not been presented for payment by participants. Credits and/or interest (i) begin to accrue on contributions, on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Plan participant or Plan representative instructions, and (ii) begin to accrue on distributions, on the date the check is written or on the wire date, as applicable and end on the date the check is presented for payment or when the wire clears again the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

**4.4.** Trustee shall pay out of the Trust Fund, income taxes levied or assessed under existing or future laws against the Trust Fund, (including all Plan participant accounts) upon direction by a regulatory authority or agency or Plan Sponsor or Plan Administrator, as applicable.

**4.5.** Plan Sponsor shall pay, or if not paid by Plan Sponsor and the Plan so permits, Plan Sponsor directs Trustee to pay from the Trust Fund, the reasonable expenses relating to the Plan and Trust Fund that are permitted by law to be paid from the Trust Fund.

#### **5. Confidential Information**

**5.1.** In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of the party ("Confidential Information"). For the purpose of clarity, any software or website made available by Trustee or its Affiliates ("Trustee Software") is Confidential Information of Trustee. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any



Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

**5.2.** In the event a party makes an unauthorized disclosure or use of Confidential Information of the other party, or receives notice that it will be required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable. In the event a party is legally compelled to disclose Confidential Information, the party shall notify the other and cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law; provided that the foregoing shall not apply to broad-based regulatory examinations associated with a party's general business or operations. Both parties acknowledge that failure to comply with this section may cause irreparable harm to the party whose Confidential Information is disclosed and agrees that any court having jurisdiction may enter an order for equitable relief, including an injunction or an order for specific performance in the event of actual or threatened breach of these provisions.

**5.3.** Plan Sponsor authorizes Trustee to disclose Confidential Information to: (i) any subcustodian, subcontractor, agent, securities depository, securities exchange, broker, third party agent, proxy solicitor, issuer, or any other person that Trustee believes is reasonably required to receive such information in connection with Trustee's provision of relevant services under this Trust Agreement; (ii) its professional advisors, auditors or public accountants; (iii) its Affiliates, and (iv) any revenue authority or any governmental entity in relation to the processing of any tax relief claim.

## **6. Privacy & Data Security**

**6.1.** Trustee and Plan Sponsor agree to maintain and hold in confidence all Nonpublic Personal Information ("NPI") received in connection with the performance of Services under this Trust Agreement. Trustee and Plan Sponsor agree that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations. NPI includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act. Trustee shall not use or disclose NPI to any third party, other than to its Affiliates and third party service providers, and to other Plan service providers, without Plan Sponsor's written consent, except as permitted or required by law. Any third party service provider retained by Trustee who has access to NPI shall agree in writing to be bound by obligations of confidentiality and non-disclosure.

**6.2.** The parties will use best efforts to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Plan Sponsor, its authorized agents, or Participants to access Trustee Software. The parties will promptly notify the other in the event of (i) any breach of its security that results in unauthorized access to NPI; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach.

## **7. Business Continuity & Disaster Recovery**

Trustee will, in conjunction with its Affiliates, maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide the Services. Such procedures shall be designed to enable Trustee to continue to perform mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Further, Trustee, in conjunction with its Affiliates, agrees to review and test such disaster recovery procedures at least once annually. Upon request by Plan

Sponsor, Trustee will provide a written summary of its then-current policies, procedures or programs, including an overview of recent business continuity exercise results.

## **8. Records**

Trustee shall retain all records in its custody and control that are pertinent to performance under this Trust Agreement in accordance with its record retention policy, as amended from time to time. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and NPI once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or NPI that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems.

## **9. Intellectual Property Rights**

**9.1. Plan Sponsor Materials.** As between the parties hereto, except for Trustee Materials (as defined below), Plan Sponsor shall own all materials, trademarks, tradenames, logos, trade dress, and other information provided by Plan Sponsor or otherwise made accessible by Plan Sponsor to Trustee for use in providing the Services (collectively, the "Plan Sponsor Materials"). Plan Sponsor Materials do not include data and information in the form maintained by Trustee or supplied by Trustee to Plan Sponsor.

**9.2. Trustee Materials.** As between the parties hereto, Trustee and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, tradenames, logos, websites, software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces and other information or material provided by Trustee or its Affiliates hereunder (collectively, the "Trustee Materials"). The term "Trustee Materials" shall not include Plan Sponsor Materials (as defined in paragraph 9.1). Trustee grants to Plan Sponsor a non-exclusive, non-transferable and non-sublicensable license to use the Trustee Materials during the term of the Trust Agreement solely for purposes of using Trustee's Services hereunder and subject to the terms and conditions set forth in this Trust Agreement. All rights with respect to the Trustee Materials not specifically granted hereunder are reserved by Trustee.

## **10. Liability & Indemnification**

**10.1. Indemnification.** Trustee agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "Damages") to the extent resulting from the Trustee's breach of this Trust Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Trustee shall not be liable to Plan Sponsor for any Damages resulting from: (i) any acts or omissions undertaken at the direction of the Plan Sponsor, Plan Administrator, Investment Manager or Participants and any authorized agent thereof; (ii) any direction of any third party retained by Plan Sponsor to provide services relating to the Plan, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; or (iii) any performance of the Services as to which Trustee has complied with directions or instructions as contemplated by this Trust Agreement, or has refrained from acting in the absence of directions or instructions as contemplated by this Trust Agreement or that is in strict compliance with the terms of this Trust Agreement.

Plan Sponsor acknowledges that Trustee and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any investments under the Trust.

**10.2. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Dispute Resolution

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Trust Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation.

## 12. Term & Termination

**12.1. Term.** This Trust Agreement may be terminated as specified below.

**12.2. Termination.** This Trust Agreement may be terminated as follows:

**12.2.1** in the event the contract providing a funding medium or providing for recordkeeping services is discontinued or terminated with an Affiliate of the Trustee, this Trust Agreement shall be terminated as well as of the date of discontinuance or termination of such contract with no further notice required from either party to the other; or

**12.2.2** this Trust Agreement and the Trust created may be terminated at any time by the Plan Sponsor upon ninety (90) days written notice, delivered to the Trustee. Upon receipt of such notice of termination, the Trustee shall, after payment of all expenses incurred in the administration of the Trust Fund and such compensation as to which Trustee may be entitled, distribute the Trust Fund in cash or in kind to such persons or entities, including Plan Sponsor, at such time and in such amounts as Plan Administrator shall direct, which direction shall be in conformity with the provisions of the Plan and applicable provisions of the Code. Notwithstanding the foregoing, Trustee shall not be required to pay out any assets of the Trust Fund until it shall have received such rulings or determinations of the Internal Revenue Service or any other administrative agency as it may deem necessary or appropriate in order to assure itself that any such payment is made in accordance with the provisions of law or that it will not subject the Trust Fund or the Trustee, individually or as such Trustee, to liability. The Plan Sponsor or Plan Administrator shall be responsible for obtaining such rulings.

**12.2.3** Notwithstanding the foregoing, either party may terminate this Trust Agreement immediately upon written notice to the other party in the event a material breach of this Trust Agreement by the other party has not been cured within thirty (30) days of that party being given written notice of the material breach.

## 13. Miscellaneous

**13.1. Affiliates.** Plan Sponsor acknowledges and agrees that Trustee may utilize the services of Affiliates, agents, subcustodians, vendors and suppliers selected by Trustee. Trustee's use of any such party will not relieve Trustee of its obligations hereunder, and Trustee shall at all times remain liable for the performance of the Services hereunder.

**13.2. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Neither Trustee nor its personnel shall be considered employees of Plan Sponsor or Plan Administrator for any purpose. None of the provisions of this Trust Agreement shall be construed to

create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Trust Agreement or actions taken pursuant of this Trust Agreement.

**13.3. Assignment.** This Trust Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent. Any corporation which shall, by merger, consolidation, purchase or otherwise, succeed to substantially all the trust business of Trustee shall, upon such succession, and without any appointment or other action by any person, be and become successor Trustee hereunder. An assignor shall nevertheless give prompt written notice of any such permitted assignment reasonably identifying the assignee (including all pertinent addresses and contact information) and the effective date of the assignment to the other party.

**13.4. Entire Agreement; Amendment; Waiver.**

**13.4.1** This Trust Agreement, including all appendixes, exhibits, schedules, notices and attachments, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services, and supersedes any prior trust agreement, statement, or representation relating to the obligations of the Trustee, whether oral or written. Except as otherwise provided herein, this Trust Agreement may be modified only by an amendment signed by authorized representatives of each party. Any Trustee policies that are attached to or referenced in this Trust Agreement may be modified by Trustee at any time. No waiver of any breach of any provision of this Trust Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

**13.4.2** Notwithstanding anything contained in this Section to the contrary, no amendment shall divert any part of the Trust Fund to, and no part of the Trust Fund shall be used for, any purpose other than for the exclusive purpose of providing benefits to Participants; provided, however, that nothing in this Section shall be deemed to limit or otherwise prevent the payment from the Trust Fund of expenses and other charges as provided in Section 4.

**13.5. Governing Law; Waiver of Jury Trial.** To the extent not preempted by federal law, this Trust Agreement and the Trust shall be construed, regulated, and administered under the laws of the United States or the State of Colorado, as applicable, without regard to conflict of law principles, and any claim arising under or related to this Trust Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in Colorado. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Trust Agreement to the fullest extent permitted by law.

**13.6. Force Majeure.** Neither Trustee nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, or disruptions in orderly trading on any relevant exchange or market, failure of or the effect of rules or operations of any external funds transfer system, inability to obtain or interruption of external communications facilities, or any other cause that is beyond the reasonable control of either party.



**13.7. Severability.** The provisions of this Trust Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Trust Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Trust Agreement that can be given effect without the invalid provision.

**13.8. Notices.** All formal notices required by this Trust Agreement will be in writing and shall be sent to Trustee as set forth below or to Plan Sponsor, as the case may be. The Plan Sponsor will be deemed to have received any applicable notices on behalf of the Plan Administrator. All notices sent shall be effective upon receipt. Provided, however, that upon either party's written request, such communications shall be sent to such other address as a party may specify. No communication shall be binding on Trustee until it is received by Trustee.

**Trustee:**

Notice To Trustee: Great-West Trust Company, LLC  
8525 East Orchard Road  
Greenwood Village, CO 80111  
Attn: Trust Officer

With a copy to: Great-West Trust Company, LLC  
8525 East Orchard Road  
Greenwood Village, CO 80111  
Attn: General Counsel

**Plan Sponsor:**

Notice To Plan Sponsor Plan Sponsor's address of record as provided to the Trustee or its Affiliates from time to time.

**13.9. Headings; Defined Terms; Counterparts.** Section headings used in this Trust Agreement are intended for reference purposes only and shall not affect the interpretation of this Trust Agreement. Unless the context requires otherwise, capitalized terms defined in this Trust Agreement have the meanings set forth herein for all purposes of this Trust Agreement including any Schedules or Exhibits. This Trust Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Trust Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original. Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate.

**13.10. Survival.** The provisions of the following sections shall survive the termination of this Trust Agreement: Compensation and Expenses; Confidential Information; Privacy & Data Security; Records; Intellectual Property Rights; Liability & Indemnification; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; and any other section that would by its context be reasonably expected to survive termination.

**13.11. Reports.** The Trustee has accepted this Trust with the understanding that Plan Sponsor or Plan Administrator has entered or is entering into a service agreement with an Affiliate of the Trustee whereby such Affiliate will provide recordkeeping services for all Plan assets held pursuant to this Trust Agreement. The recordkeeping reports and related financial information provided by Affiliate shall constitute the reports of the Trustee.



**13.12. Signatures.** By signing this Trust Agreement the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Trust Agreement is not binding on either party until signed by both parties.

IN WITNESS WHEREOF the Plan Sponsor, Plan Administrator, if applicable, and the Trustee have executed this instrument on such dates as specified below.

**Great-West Trust Company, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**Plan Sponsor: Loxahatchee River  
Environmental Control District**

\_\_\_\_\_  
Signature

D. Albrey Arrington, Ph.D.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

Printed Name  
April 8, 2020

\_\_\_\_\_  
Date Signed

**Plan Administrator: [If other than Plan  
Sponsor]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



# Empower Retirement default fund election form

**Plan Name:** Loxahatchee River Environmental Control District Money Purchase Plan and Trust

**Plan Number:** Loxahatchee River Environmental Control District

**Effective Date:**

**PLAN'S DEFAULT FUND(S) FOR PARTICIPANT ALLOCATIONS:**

☐ I designate the following fund(s) as the Plan's default fund:

	SDIO Code	
_____	_____	%
_____	_____	%

☒ I designate the following Target Date Funds/Models as default funds based on Date of Birth Year

(For Target Date Funds Only)

Thresholds

(Please provide complete fund name.

SDIO  
Code

Low  
DOB

High  
DOB

PARTICIPANT DATE OF BIRTH RANGE INVESTMENT OPTION

TICKER

All years prior to and including 1949	American Funds 2010 Target Date Retirement Fund Class	RFTTX
From 1/1 /1950 to 12/31/1954	American Funds 2015 Target Date Retirement Fund Class	RFJTX
From 1/1/1955 to 12/31/1959	American Funds 2020 Target Date Retirement Fund Class	RRCTX
From 1/1/1960 to 12/31/1964	American Funds 2025 Target Date Retirement Fund Class	RFDTX
From 1/1/1965 to 12/31/1969	American Funds 2030 Target Date Retirement Fund Class	RFETX
From 1/1/1970 to 12/31/1974	American Funds 2035 Target Date Retirement Fund Class	RFFTX
From 1/1/1975 to 12/31/1979	American Funds 2040 Target Date Retirement Fund Class	RFGTX
From 1/1/1980 to 12/31/1984	American Funds 2045 Target Date Retirement Fund Class	RFHTX
From 1/1/1985 to 12/31/1989	American Funds 2050 Target Date Retirement Fund Class	RFITX
From 1/1/1990 to 12/31/1994	American Funds 2055 Target Date Retirement Fund Class	RFKTX
All years after and including 1995	American Funds 2060 Target Date Retirement Fund Class	RFUTX

☐ I designate the following Risk-Based/models as default funds based on age

(For Risk-Based Funds Only)

Thresholds

(Please provide complete fund name. Percentages must total to 100%)

SDIO  
Code

Low  
Age

High  
Age

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____





# Empower retirement default fund election form

## UNALLOCATED PLAN ACCOUNT

☒ I designate the following fund(s) as the Plan's Unallocated Plan Account (UPA) Fund:

Fixed Account: Series II

SDIO  
Code

%

## FORFEITURE FUND

☒ I designate the following fund(s) as the Plan's Forfeiture Fund:

Fixed Account: Series II

SDIO  
Code

%

%

## DEFAULT FUND AUTHORIZATION

The default fund election is established to allow investment of participant deposits if an enrollment form is incomplete or not received by the Empower Retirement Service Center in Denver, CO prior to receipt of deposits. Once a participant account has been established, all new deposits will be applied to the investment options the participant has elected. It is the participant's responsibility to call KeyTalk or visit the Web Site to transfer existing monies from the default investment option.

By Signing this form the Plan Administrator acknowledges having read, understood and elected to implement the selected options for this plan. The Plan Administrator acknowledges that this election supersedes the election designated previously as the Plan's default fund. Changing the default fund(s) applies to new participants being added to the system. Participants currently defaulted will not change to the new default fund(s).

## AUTHORIZED PLAN ADMINISTRATOR SIGNATURE

D. Albrey Arrington, Ph.D.

## DATE

April 8, 2020



**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY** ("Great-West") A Stock Company

8515 East Orchard Road, Greenwood Village, CO 80111

For inquiries, information or resolution of complaint, call 1-877-694-4015

**APPLICATION for GROUP UNALLOCATED ANNUITY CONTRACT****SECTION A. PLAN SPONSOR**

NAME OF PLAN SPONSOR

**Loxahatchee River Environmental Control District**

PLAN SPONSOR FEDERAL TAX ID #

**59-1455126**

STREET ADDRESS

**2500 Jupiter Park Drive**

State of SITUS

**FL**

CITY

**Jupiter**

STATE

**FL**

ZIP Code

**33458**

TELEPHONE #

**561-401-4095**

TYPE OF ENTITY:

- ☒ Government (State, local, county, municipality, Healthcare, Public School) ☐ S Corp ☐ LLC ☐ LLP  
☐ 501(c)(3) (tax-exempt non-profit organization) ☒ Corporation ☐ Sole Proprietorship ☐ Other (specify):

FULL LEGAL PLAN NAME (as appears on Plan Document)

**Loxahatchee River Environmental Control District Money Purchase Plan and Trust****SECTION B. CONTRACTHOLDER**

NAME OF TRUSTEE, IF DIFFERENT THAN THE PLAN SPONSOR

**Great-West Trust Company**

TRUSTEE FEDERAL TAX ID #, if applicable

**84-1455663**

STREET ADDRESS

**8515 E. Orchard Road**

State of SITUS

**CO**

CITY

**Greenwood Village**

STATE

**Co**

ZIP Code

**80111**

TELEPHONE #

**303-737-3000**TYPE OF ENTITY: ☐ Bank ☐ Trust Company ☐ Individual(s) ☒ Other (Specify) LLC**SECTION C. PRODUCT INFORMATION**☒ Fixed Annuity ☐ Fixed-Variable Annuity**SECTION D. PLAN INFORMATION**TYPE of Plan (select one): ☐ 401(k) ☒ 401(a) ☐ 457(b) (governmental)Is this Plan subject to ERISA (Employee Retirement Income Security Act)? ☐ YES ☒ No**SECTION E. FIXED ACCOUNT**

- ☐ Great-West Investments Fixed Account – Series I ☐ Great-West Investments Fixed Account – Series V  
☒ Great-West Investments Fixed Account – Series II ☐ Great-West Investments Fixed Account – Series VI  
☐ Great-West Investments Fixed Account – Series III ☐ None  
☐ Great-West Investments Fixed Account – Series IV

**SECTION F. SERIES ACCOUNTS**☐ FutureFunds II Series Account ☒ None**SECTION G. AGREEMENT AND SIGNATURES**

By signing this Application, Plan Sponsor and Contractholder, if different than Plan Sponsor, understand, accept, and otherwise agree to the provisions of the attached Group Annuity Contract, represent that the information contained on this application is true and correct to the best of their knowledge, understand that Great-West will rely on such information, and agree to notify Great-West of any changes to the information provided above. Any information provided herewith shall be considered to be representations and not warranties.

April 8, 2020

Signature of Plan Sponsor

Date

Signature of Contractholder (Trustee)

Date

if different than Plan Sponsor

D. Albrey Arrington, Ph.D.

Print Name

Print Name

Executive Director

Title

Title

**FRAUD WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

REPLACEMENT INFORMATION:		Yes	No
<b>By Employer:</b> Will this group annuity contract replace any existing contract?		<input type="checkbox"/>	<input checked="checked" type="checkbox"/>
<b>By Agent:</b> To the best of your knowledge, will this group annuity contract replace any existing contract?		<input type="checkbox"/>	<input type="checkbox"/>
<b>FLORIDA license agent:</b>  <div> <div> <div></div> <div>Licensed Agent Signature</div> </div> <div> <div></div> <div>Agent Name (printed, typed or stamped)</div> </div> </div> <div> <div></div> <div>Agent's Florida license identification number</div> </div> <div> <div></div> <div>Date</div> </div>			



# Agreements/services signature page

## Loxahatchee River Environmental Control District 100096-01

By signing this Agreements/Services Signature Page, the parties certify that they have read and understood this Agreement and all applicable documents set forth below, that they agree to be bound by the terms and conditions of these Agreements and applicable documents listed below, and that they have the authority to sign and adopt these Agreements and applicable documents.

### **Documents that require issuance to client (do not require return to Great-West)**

- RecordKeeping Services Agreement
- RecordKeeping Services Agreement Addendum (if applicable)
- Group Annuity Contract (if applicable)
- GWTC Collective Investment Trust - Agreement (if applicable)
- Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies
- Business Continuity Plans
- Privacy Notice Exhibit
- TPA Disclosure (if applicable)
- Safe Harbor Certification for the Secure Foundation Products
- AAG ADV Brochure -MIM MAS IRA Part 2A
- Morningstar Investment Statement Policy (if applicable)
- Millennium Trust Automatic Rollover IRA Program

### **Documents that require submission to Great-West and are covered by the Signature Page**

- Contacts
- Plan Service Center Application (PSC)
- Enhanced Plan Services Election Form
- PartnerLink® Authorization Form
- Services Overview Guide
- Non GWTC Insurance Procedures and Guidelines (if applicable)
- Conversion Mapping Authorization
- Safe harbor notice document generation services election form (if applicable)
- Empower Retirement Advisory Services Agreement (if applicable; original documentation required)
- PPA Narrative Election Form (if applicable)
- Plan Provision Checklist (if applicable)

### **Documents that require a separate signature and submission to Great-West**

- Loan Policy (if applicable)
- Group Annuity Contract Application (if applicable)
- Signature Authorization Form
- Payment Request Form (if applicable)
- Automated Mandatory Distribution & IRA Provider Election Form (if applicable per plan document de minimis rules)
- Millennium Trust Automatic Rollover Services Agreement (if applicable per plan document de minimis rules)
- Bipartisan Budget Act hardship plan election form (if applicable)
- Great-West Trust Company Custodial/Trust Agreements (if applicable; original documentation required)
- Self-Directed Account Information (if applicable)
- Enhanced Plan Services Election Form
- Custom Asset Allocation Model Solution Authorization Form (if applicable)
- Agreements/Service Signature Page

Empower Retirement reserves the right to provide communications and documents in an electronic format. By signing below, Plan Sponsor understands, acknowledges, and consents to the electronic communication of all general Plan Sponsor communications and the electronic delivery of plan and service-related information. Certain documents delivered electronically may still require Plan Sponsor signatures. Plan Sponsor understands and agrees that the Plan Sponsor can elect to receive all communications in paper form.



IN WITNESS WHEREOF, the parties duly execute this Agreement as follows:

**Employer/Client**

By: \_\_\_\_\_

Print Name: D. Albrey Arrington, Ph.D. E-Mail albrey@lrecd.org Title: Executive Director

Date: March 31, 2020

**Great-West Life & Annuity Insurance Company**

By: 

Print Name: Dan Morrison Title: SVP – Head of Government Markets Date: 3/31/2020

To the extent applicable, for the Employer's election of the participant investment advice provider under the applicable advisory services agreement:

**Advised Assets Group, LLC**

By: 

Print Name: Jeremy Hersch Title: President & Chief Executive Officer

Date: 3/31/2020

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: APRIL 8, 2020  
SUBJECT: FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY


On March 19, 2020 the LRD Governing Board unanimously approved the following motion “That the District Governing Board temporarily (from March 20, 2020 through September 30, 2020) delegates authority to the Executive Director to revise and implement revision to our Personnel Policies and Procedures necessary to comply with Federal and State law.”

Subsequently, Mike Navicky (HR) and I worked with Mr. Shenkman to draft and implement a Families First Coronavirus Response Act Policy to ensure LRD’s compliance with the Federal Families First Coronavirus Response Act (FFCRA). Because the FFCRA was drafted and approved in a very short amount of time, the Department of Labor has been providing guidance and supplemental clarification on the implementation of the FFCRA. Thus, we have modified our policy from the original version to the presented version, which includes a 1-page policy and a 1-page procedure document.

The attached LRD Families First Coronavirus Response Act Policy is the most up-to-date version of our policy. The policy is in effect; nonetheless, I look forward to your review and ratification of this policy. I am prepared to answer any questions you may have regarding this policy and to consider any suggested revisions you might offer.

Because this policy was drafted and approved in an expedited timeframe to ensure compliance with rapidly evolving federal law and federal guidance documents (but without explicit Board review), I request your review and approval of the following motion:

**“THAT THE DISTRICT GOVERNING BOARD ratifies the attached Families First Coronavirus Response Act Policy and delegates authority to the Executive Director to revise and implement revision to this policy to maintain compliance with Federal and State law.”**

	LOXAHATCHEE RIVER DISTRICT	Doc No:	FFCRAP
		Effective Date	04/08/2020
		Revision History:	04/08/2020 03/27/2020
Author: Mike Navicky & D. Albrey Arrington		Revision No.	1
		Expiration Date:	12/31/2020
Issuing Department: Executive		Page:	Page 1 of 2

## FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY

### Purpose

That the Loxahatchee River District be fully compliant with the Families First Coronavirus Response Act, i.e., to provide employees with additional paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. Implementation of this policy is intended to minimize the financial impacts of missing work due to certain COVID-19 related reasons, e.g., self-quarantine, caring for sick family members, and caring for school-age children whose schools have closed due to COVID-19 concerns.

### Policy

The District shall be fully compliant with the Families First Coronavirus Response Act, specifically including interpretations offered by the US Department of Labor. Compliance requires implementation of new leave procedures that accommodate newly created federal sick leave and expanded family and medical leave for specified reasons related to COVID-19.

### Definitions

- A. Child: a son or daughter under 18 years of age or incapable of self-care.
- B. COVID-19: is an abbreviation for coronavirus disease 2019, a respiratory illness that can spread person to person and may result in serious illness or death. There is no vaccine to prevent COVID-19. The World Health Organization has deemed COVID-19 a pandemic.
- C. Families First Coronavirus Response Act (FFCRA): An Act of Congress signed into law by President Trump on March 18, 2020 that requires certain employers to provide their employees with paid sick leave or expanded family and medical leave for specified reasons.

### Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. LRD FFCRA Procedure
- B. Personnel Policies & Procedures

### Change

This Policy is subject to change pursuant to Federal law and LRD Governing Board direction.

### Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

**Authority:** FFCRA, LRD Enabling Act, LRD Personnel Policies & Procedures  
**Date Approved by Governing Board:** April 16, 2020



## LRD FFCRA Procedure

*Employees must notify Human Resources via email, phone, or text prior to starting any leave.*

Emergency Family Medical Leave Expansion	
Eligibility	All District employees employed for at least 30 calendar days
Qualifying reason:	The employee is unable to work (or telework) due to a need for leave to care for their child (under 18 years of age or incapable of self-care) if the child's school or place of care has been closed, or the child care provider of such child is unavailable due to COVID-19 precautions.
Duration of leave:	Employees may take up to twelve weeks of leave total (including the regular FMLA). The first ten days is unpaid, though an employee may elect to use their Emergency Paid Sick Leave (see below), accrued vacation, or accrued sick leave during the first ten days.
Payment of leave:	<p><u>Full-time employees:</u> first ten days are unpaid; remaining ten weeks will be paid at two-thirds (66.7%) their regular rate of pay for the number of hours the employee is regularly scheduled where such employee may elect to use their accrued vacation or sick leave to cover the unpaid one-third (33.3%) of the leave.<sup>¶</sup></p> <p><u>Part-time employees:</u> first ten days are unpaid; remaining ten weeks they will be paid two-thirds (66.7%) their regular pay rate times the average number of hours the employee would otherwise be normally scheduled to work.<sup>¶</sup></p> <p><sup>¶</sup>In no event shall such paid leave exceed \$200 per day and \$10,000 in aggregate.</p>
Time frame:	Effective April 1, 2020 through December 31, 2020

Emergency Paid Sick Leave	
Eligibility	All District employees
Qualifying reasons:	<p>(1) Employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.</p> <p>(2) Employee was advised by a health care provider to self-quarantine due to concerns related to COVID-19.</p> <p>(3) Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.</p> <p>(4) Employee is caring for an individual who is subject to an order as described in paragraph (1) above or has been advised as described in paragraph (2) above.</p> <p>(5) Employee is caring for their child if the school or place of care of the child has been closed, or the child-care provider of such child is unavailable, due to COVID-19 precautions.</p> <p>(6) Employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.</p>
Payment of sick time:	<p>For qualifying reasons (1), (2), or (3) (above) all full-time District employees<sup>‡</sup> will be provided 80 hours of Emergency Paid Sick Leave<sup>‡</sup>; paid at the employee's regular pay rate. In no event shall such paid time exceed \$511 per day and \$5,110 in aggregate.</p> <p>For qualifying reasons (4), (5), or (6) (above) all full-time District employees<sup>‡</sup> will be provided 80 hours of Emergency Paid Sick Leave<sup>‡</sup>; paid at two-thirds (66.7%) of the employee's regular pay rate. In no event shall such paid leave exceed \$200 per day and \$2,000 in aggregate.</p> <p><sup>‡</sup>For part-time District employees, a number of hours equal to the number of hours that such employee works, on average, over a 2-week period will be provided.</p>
Time frame:	Effective April 1, 2020 through December 31, 2020

<sup>‡</sup>*Emergency paid sick leave will not carry over to the following year and must be used prior to any current District paid sick leave.*

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



To: Governing Board  
From: Kara Peterson, Director of Finance and Administration  
Date: April 9, 2020  
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature, we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures, I request your authorization to dispose of the item listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
1246	FF213	Fireproof File Cabinet	09/30/97	\$ 1,062	\$ -
<b>Total Assets to be Disposed</b>				<b>\$ 1,062</b>	<b>\$ -</b>

In addition, the following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item. A description of the assets to be disposed is provided below:

Description	Manufacturer
4" Sykes Portable Trash Pump	Sykes
8" Gorman Rupp Portable Pump	Gorman Rupp

The items listed in the schedules above are no longer of use to the District and will be sold or scrapped.

If you have any questions, please feel free to contact me.

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number FF213 and the items from aggregated assets listed in the schedule above.”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Change Orders

***No Change Orders are presented for Board consideration this month.***

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CURTIS L.  
SHENKMAN  
*Board Certified  
Real Estate Attorney*

**CURTIS SHENKMAN, P.A.**  
**ATTORNEY & COUNSELOR AT LAW**  
**4400 PGA BLVD, SUITE 301**  
**PALM BEACH GARDENS, FL 33410**  
561-822-3939 FAX 561-898-2266  
**CURTIS@PALMBEACHLAWYER.LAW**

PARALEGALS  
JUDY MONTEIRO  
DENISE PAOLUCCI  
MELISSA KAJEEJIT

TO: Governing Board and Albrey Arrington, Executive Director  
Date: April 8, 2020  
RE: LRD Rule Chapter 31-15 Repeal

The District used to be subject to the “Administrative Procedures Act” (“APA”), Florida Statutes chapter 120. In 1992, the District was subject to the APA. The APA required every “Agency” to have its own Indexing Final Orders Rule to be part of the Florida Administrative Code (“FAC”), and District Rule 31-15 was enacted.

The APA was subsequently amended to require “codification” of our 1971 initial “Act”, and in 2002, the District Codified the Act into Chapter 2002-358, Laws of Florida. As such, the District was no longer an “Agency” as that term is defined in section 120.52(1)(a), Florida Statutes. With the recodification, the District’s rulemaking under the APA was no longer required, and the District’s entire Chapter 31 of the Florida Administrative Code was repealed (which is why the District still refers to its Rules As “31” -15). The District became the sole legal authority for its own rules, with oversight and approval by the Florida Legislature’s Joint Administrative Procedures Committee (“JAPC”) no longer required.

As the District’s attorney in since 1984, I have been materially involved in this progression of legal authority in favor of the District and the Governing Board being more autonomous and independent. In an abundance of caution in 2017, I requested the JAPC to confirm in writing that the District is not subject to the APA, the JAPC, and that the LRD Rules were solely under the authority of the Governing Board of the District. My legal work resulted in the attached October 20, 2017 letter from the Florida JAPC, clearly confirming the District is not subject to the APA, the JAPC, and the District Rules are no longer a part of the FAC.

Therefore, as the District’s Rule 31-15 is no longer determined to be a necessary procedure for the District to follow, since the District maintains its own information management system for Public Records, I suggest the following MOTION:

**“That the Governing Board repeal District Rule 31-15 effective May 21, 2020.”**

Please contact me if you have any questions.

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

JOE NEGRON  
President



Representative George R. Moraitis, Jr., Chair  
Senator Kevin Rader, Vice Chair  
Senator Daphne Campbell  
Senator George B. Galner  
Senator Rene Garcia  
Senator Keith Perry  
Representative Jason Fischer  
Representative Michael Grant  
Representative Sam H. Killebrew  
Representative Amy Mercado  
Representative Barrington A. "Barry" Russell

THE FLORIDA LEGISLATURE  
**JOINT ADMINISTRATIVE  
PROCEDURES COMMITTEE**

RICHARD CORCORAN  
Speaker



KENNETH J. PLANTE  
COORDINATOR  
Room 680, Pepper Building  
111 W. Madison Street  
Tallahassee, Florida 32399-1400  
Telephone (850) 488-9110  
Fax (850) 922-6934  
www.japc.state.fl.us  
joint.admin.procedures@leg.state.fl.us

October 20, 20017

Ernest L. Reddick  
Program Administrator  
Florida Administrative Code and Register  
Florida Department of State  
R.A. Gray Building  
500 S. Bronough Street  
Tallahassee, Fl. 32399-0250

Re: Chapter 31, F.A.C. – Loxahatchee River Environmental Control District

Dear Mr. Reddick:

Chapter 2002-358, Laws of Florida, recodified the Loxahatchee River Environmental Control District (the "District"), created by chapter 71-822, Laws of Florida, as a multicounty independent special district of the state. As such, the District was no longer an "agency" as that term is defined in section 120.52(1)(a), Florida Statutes. With the recodification, the District's rulemaking authority and laws implemented were effectively repealed, thereby nullifying the rule chapter. Therefore, pursuant to Section 120.536(2)(a), Florida Statutes, the Department of State is charged with removing the rule from the Florida Administrative Code, effective May 15, 2002, the effective date of the law effecting the nullification, and update the historical notes of the code to show the rule chapter repealed by operation of law.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth J. Plante".

Kenneth J. Plante  
Coordinator

KJP:tbm  
cc: Curtis L. Shenkman

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
Executive Director

FROM: Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering Services

DATE: April 8, 2020

SUBJECT: Subordination of Utility Interest: Family Church

The District currently has two easements on 18477 Loxahatchee River Road. These easements were granted to the District to allow installation of collection and transmission facilities including a gravity main, low pressure main and force main. The Family Church is now expanding their facilities onsite and as part of their expansion Palm Beach County is requesting the District subordinate to the Palm Beach County the District's rights for portions of the easements.

The Subordination of Utility Interests and Partial Release of Real Property are attached.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Subordination of Utility Interests and Partial Release of Real Property.”**



Return via Palm Beach County interoffice mail to:  
Brent Enck, Right-of-Way Specialist  
Palm Beach County, Engineering & Public Works Department  
Roadway Production Division  
2300 North Jog Road, 3<sup>rd</sup> Floor West  
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:  
Yelizaveta B. Herman, Assistant County Attorney  
Palm Beach County Attorney's Office  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of 00-42-40-35-00-000-7010

**NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**PROJECT NO.: MRT 2019-017**

**ROAD NAME: ROEBUCK ROAD @**  
**LOXAHATCHEE RIVER ROAD**

**PARCEL NO.: RW**

**SUBORDINATION OF UTILITY INTERESTS**

**THIS SUBORDINATION** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County") and **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, an Agency of the State of Florida, created by a Special Act of Legislature, Chapter 71-822 as amended, whose post office address is 2500 Jupiter Park Drive, Jupiter, Florida 33458-8962, ("Utility").

WHEREAS, the Utility presently has easements on certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility, and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property ("Property"), described in **Exhibit "A"** attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

---

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>AGAINST</u>	<u>RECORD IN FAVOR OF</u>	<u>FROM OR BOOK / PAGE</u>
Easement	12/5/1994	Central Baptist Church of Jupiter, Florida Inc.	Loxahatchee River Environmental Control District	ORB8529/PG1101
Easement	11/9/2012	First Baptist Church of West Palm Beach, Inc.	Loxahatchee River Environmental Control District	ORB25585/PG127

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2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
4. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Loxahatchee River Environmental Control District against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and Loxahatchee River Environmental Control District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Loxahatchee River Environmental Control District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
5. This subordination shall be attached as an addendum to the permit required by the County for location of facilities on the Property.
6. This subordination is not assignable except to the State of Florida or other governmental entity for the purposes described herein.
7. This subordination is not intended to, nor shall it be construed, to create a third party beneficiary.

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

**ATTEST:**

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Department Director

**County:**

**PALM BEACH COUNTY,**  
a political subdivision of the State of Florida,  
by and through its Board of County Commissioners

By: \_\_\_\_\_  
Dave Kerner, Mayor

**(Official Seal)**

Signed, sealed and delivered in the presence of:

(Signature of two witnesses  
required by Florida law)

\_\_\_\_\_  
Witness Signature (Required)

\_\_\_\_\_  
Witness Name Printed or Typed

\_\_\_\_\_  
Witness Signature (Required)

\_\_\_\_\_  
Witness Name Printed or Typed

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, who is personally known to me, or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument as \_\_\_\_\_ of LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, an Agency of the State of Florida, and severally acknowledged to and before me by means of (*choose one*) physical presence *or* online notarization, that they executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Stamp/Seal)

**Utility:**

**LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT,**  
an Agency of the State of Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(CORPORATE SEAL)

\_\_\_\_\_  
Notary Signature  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name

\_\_\_\_\_  
Commission Number  
My Commission Expires: \_\_\_\_\_

## LEGAL DESCRIPTION


BEING A PORTION OF LAND IN THE NORTH 323 FEET OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST, LESS THE WEST 660 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF LOXAHATCHEE RIVER ROAD AND ROEBUCK ROAD, ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, AS SHOWN ON THE PLAT OF JUPITER HIGHLANDS AS RECORDED IN PLAT BOOK 25, PAGE 241 OF THE PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS; RUN THENCE SOUTH 00°16'29" EAST, ALONG THE CENTERLINE OF SAID LOXAHATCHEE RIVER ROAD, A DISTANCE OF 323.01 FEET; THENCE NORTH 89°55'09" WEST, (DEPARTING FROM SAID CENTERLINE), A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°55'09" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°16'29" WEST, A DISTANCE OF 249.75 FEET; THENCE NORTH 45°05'49" WEST, A DISTANCE OF 56.39 FEET; THENCE NORTH 89°55'09" WEST, A DISTANCE OF 568.49 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 3.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD AS CONTAINED IN COMMISSIONERS MEETING BOOK 9, PAGE 237, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°55'09" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 590.22 FEET; THENCE SOUTH 45°05'52" EAST, A DISTANCE OF 35.48 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOXAHATCHEE RIVER ROAD PER PLAT BOOK 22, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°16'29" WEST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 89°55'09" EAST, A DISTANCE OF 3.00 FEET TO A POINT ON A LINE 3.00 FEET EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°16'29" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 293.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,536 SQUARE FEET, OR 0.127 ACRES, MORE OR LESS.

## CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 03, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 F.A.C., ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
TIMOTHY M. SMITH, P.S.M.  
FLORIDA REGISTRATION NO. 4676

**NOT A SURVEY**

**EXHIBIT A**

SHEET 1 OF 7

**TIMOTHY M. SMITH  
LAND SURVEYING, INC.**

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
(561) 602-8160  
LB #6865



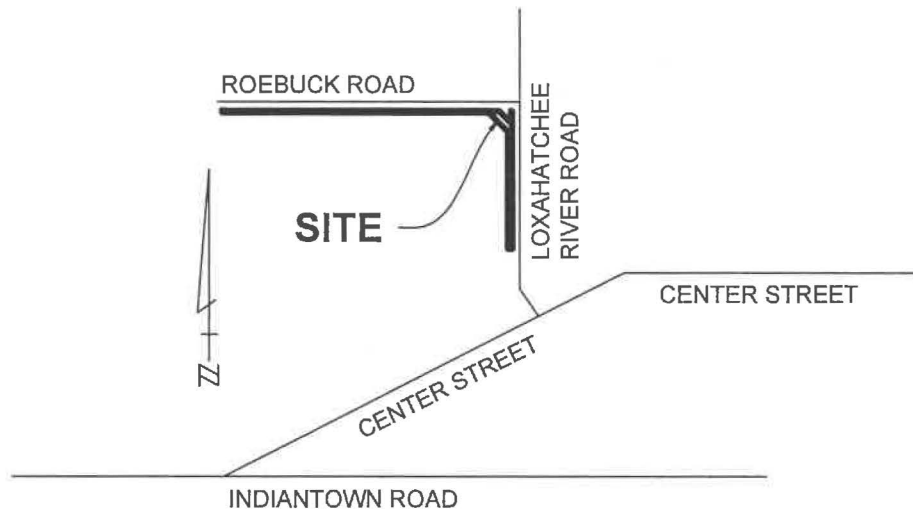
EXHIBIT A  
ADDITIONAL RIGHT-OF-WAY  
SKETCH OF LEGAL  
DESCRIPTION

SCALE:	N/A
DATE:	MAY 2019
DIRECTORY:	FAMILOXA
FIELD BOOK:	N/A
DWG NO.:	FAMILOXA SK02



## LOCATION MAP

SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST  
NOT TO SCALE



## SURVEYOR'S NOTES

1. SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF TIMOTHY M. SMITH, P.S.M., FLORIDA CERTIFICATE LS 4676.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 735696, EFFECTIVE DATE: MAY 15, 2019 AT 11:00PM. SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL POINTS "FERGUS" AND "COUNTRY CLUB" WITH A GRID BEARING OF NORTH  $76^{\circ}59'54''$  WEST. (ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT, BASED ON THE GEODETIC CONTROL ESTABLISHED AND ACCEPTED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.)
4. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. REFER TO SPECIFIC PURPOSE SURVEY BY TIMOTHY M. SMITH LAND SURVEYING, INC., "FAMILOXA SY03 SPS", DATED MAY 22, 2019.

## COORDINATES, BEARINGS, AND DISTANCES NOTES

COORDINATES SHOWN ARE GRID DATUM = NAD 83 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FEET  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR  
PROJECTION  
ALL DISTANCES ARE GROUND  
SCALE FACTOR = 1.0000341545  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990  
ADJUSTMENT, FLORIDA EAST ZONE.

**NOT A SURVEY**

SHEET 2 OF 7

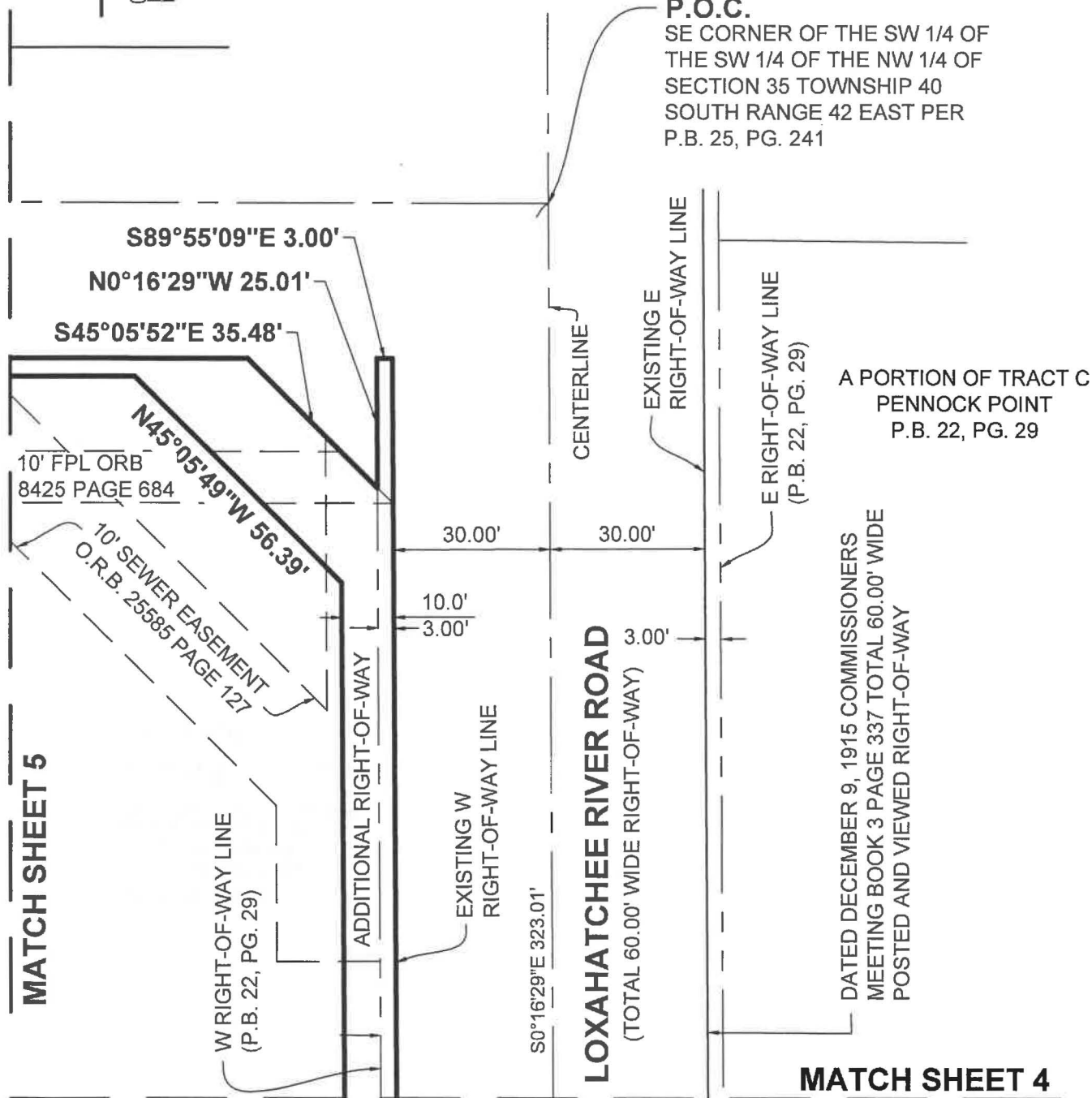


# LEGEND:

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

## P.O.C.

SE CORNER OF THE SW 1/4 OF  
THE SW 1/4 OF THE NW 1/4 OF  
SECTION 35 TOWNSHIP 40  
SOUTH RANGE 42 EAST PER  
P.B. 25, PG. 241







# **MATCH SHEET 3**

A PORTION OF TRACT C  
PENNOCK POINT  
P.B. 22, PG. 29

LOT 52  
LOXAHATCHEE GARDENS  
P.B. 23, PG. 237

LOT 1  
SET-N-SUN  
(P.B. 37, PGS. 143-144)

W RIGHT-OF-WAY LINE  
(P.B. 22, PG. 29)

W RIGHT-OF-WAY LINE  
(P.B. 37, PGS. 143-144)

**N0°16'29"W 249.75'**

ADDITIONAL RIGHT-OF-WAY

**S0°16'29"E 293.01'**

EXISTING W  
RIGHT-OF-WAY LINE

CENTERLINE

**LOXAHATCHEE RIVER ROAD**  
(TOTAL 60.00' WIDE RIGHT-OF-WAY)

**P.O.B.**

**N89°55'09"W 30.00'**

EXISTING E  
RIGHT-OF-WAY LINE

E RIGHT-OF-WAY LINE  
(P.B. 23, PG. 237)

## **LEGEND:**

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

**NOT A SURVEY**

**EXHIBIT A**

SHEET 4 OF 7

**MATCH SHEET 6**



THE SW 1/4 OF THE NW 1/4 OF SECTION 35  
TOWNSHIP 40 SOUTH  
RANGE 42 EAST

TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY  
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED  
DECEMBER 9, 1915

EXISTING N  
RIGHT-OF-WAY LINE

**LEGEND:**

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

**MATCH SHEET 3**

**ROEBUCK ROAD**  
(TOTAL 60.00' RIGHT-OF-WAY)

CENTERLINE

EXISTING S  
RIGHT-OF-WAY LINE

10' SEWER EASEMENT  
O.R.B. 25585 PAGE 127

3.5'

30.00'

30.00'

ADDITIONAL RIGHT-OF-WAY

10' FPL ORB 8425 PAGE 684

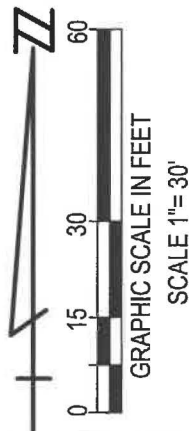
**EXHIBIT A**

**NOT A SURVEY**

SHEET 5 OF 7

LOT 12, LOXAHATCHEE PINES  
(P.B. 66, PGS. 01-02)

N0°01'11"W  
3.50'



TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY  
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED  
DECEMBER 9, 1915

EXISTING N  
RIGHT-OF-WAY LINE

N LINE NW 1/4 OF THE SW 1/4  
OF SECTION 35 TOWNSHIP  
40 SOUTH RANGE 42 EAST

**ROEBUCK ROAD**  
(TOTAL 60.00' RIGHT-OF-WAY)

10' SEWER EASEMENT  
O.R.B. 8529 PAGE 1101

CENTERLINE

EXISTING S  
RIGHT-OF-WAY LINE

S89°55'09"E 590.22'

N89°55'09"W 568.49'

ADDITIONAL RIGHT-OF-WAY

LEGEND:  
FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
RW RIGHT OF WAY

**MATCH SHEET 5**

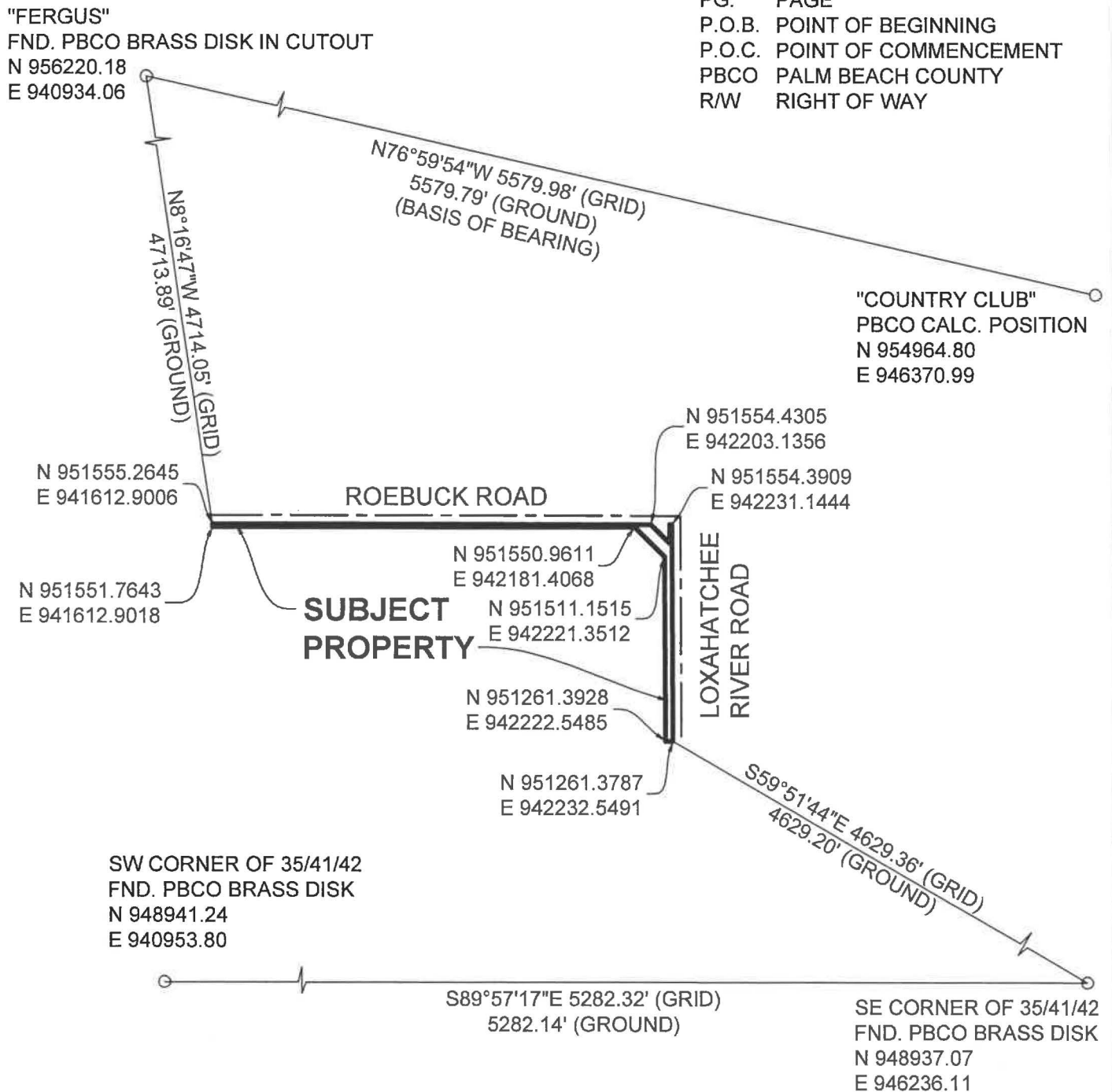
**NOT A SURVEY**

**EXHIBIT A**

SHEET 6 OF 7

LEGEND:

FND. FOUND  
P.B. PLAT BOOK  
PG. PAGE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY



**BEARING SKETCH**  
NOT TO SCALE

**NOT A SURVEY**

This instrument prepared by  
and return to:  
Larry B. Alexander, Esq.  
Jones Foster P.A.  
505 S. Flagler Drive, 1100  
West Palm Beach, FL 33401

**PARTIAL RELEASE OF REAL PROPERTY**  
**BY LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

Reference is hereby made to that certain Agreement by and between Loxahatchee River Environmental Control District and Central Baptist Church of Jupiter, Florida, Inc. dated April 22, 1992 and recorded in Official Record Book 7235, Page 65 of the Public Records of Palm Beach County, Florida (the "Agreement").

Loxahatchee River Environmental Control District (the "District") does hereby acknowledge that Family Church – 5, LLC, a Florida limited liability company, as the current fee simple owner of the property described in the Agreement, is conveying that certain real property in Palm Beach County, Florida, which is more particularly described on attached Exhibit "A" (the "Right of Way Property") to Palm Beach County, a political subdivision of the State of Florida (the "County") for public road right-of-way purposes. As a condition of accepting the Right of Way Property, the County requires the Right of Way Property to be released from the provisions and operation of the Agreement. In furtherance of such public use, the District does hereby agree and confirm that upon conveyance of the Right-of-Way Property to the County and throughout its use as such, then irrespective of the Agreement, the Right-of-Way Property is hereby released from all obligations and provisions set forth in the Agreement. The Agreement, however, shall remain in full force and effect as to the real property described therein not released by this Instrument.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Loxahatchee River Environmental  
Control District

[DISTRICT SEAL]

Attest:

By: \_\_\_\_\_  
Print:  
Title:

\_\_\_\_\_  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared  
by means of ☐ physical presence or ☐ online notarization,  
\_\_\_\_\_ as \_\_\_\_\_ of Loxahatchee River  
Environmental Control District, who is ☐ personally known to me, or ☐ produced  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

P:\DOCS\17275\00011\DOC\1ZL1659.DOCX



## LEGAL DESCRIPTION

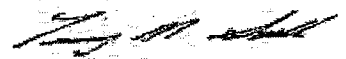
BEING A PORTION OF LAND IN THE NORTH 323 FEET OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST, LESS THE WEST 660 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF LOXAHATCHEE RIVER ROAD AND ROEBUCK ROAD, ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, AS SHOWN ON THE PLAT OF JUPITER HIGHLANDS AS RECORDED IN PLAT BOOK 25, PAGE 241 OF THE PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS; RUN THENCE SOUTH 00°16'29" EAST, ALONG THE CENTERLINE OF SAID LOXAHATCHEE RIVER ROAD, A DISTANCE OF 323.01 FEET; THENCE NORTH 89°55'09" WEST, (DEPARTING FROM SAID CENTERLINE), A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°55'09" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°16'29" WEST, A DISTANCE OF 249.75 FEET; THENCE NORTH 45°05'49" WEST, A DISTANCE OF 56.39 FEET; THENCE NORTH 89°55'09" WEST, A DISTANCE OF 568.49 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 3.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD AS CONTAINED IN COMMISSIONERS MEETING BOOK 9, PAGE 237, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°55'09" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 590.22 FEET; THENCE SOUTH 45°05'52" EAST, A DISTANCE OF 35.48 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOXAHATCHEE RIVER ROAD PER PLAT BOOK 22, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°16'29" WEST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 89°55'09" EAST, A DISTANCE OF 3.00 FEET TO A POINT ON A LINE 3.00 FEET EAST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°16'29" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 293.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,536 SQUARE FEET, OR 0.127 ACRES, MORE OR LESS.

## CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 03, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 F.A.C., ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



TIMOTHY M. SMITH, P.S.M.  
FLORIDA REGISTRATION NO. 4676

NOT A SURVEY

EXHIBIT A

SHEET 1 OF 7

**TIMOTHY M. SMITH  
LAND SURVEYING, INC.**

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
(561) 602-8160  
LB #6865

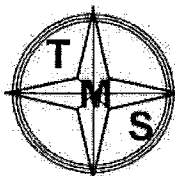


EXHIBIT A  
ADDITIONAL RIGHT-OF-WAY  
SKETCH OF LEGAL  
DESCRIPTION

SCALE:	N/A
DATE:	MAY 2019
DIRECTORY:	FAMILLOXA
FIELD BOOK:	N/A
DWG NO.:	FAMILLOXA SK02



APPROVED FOR RECORDATION

2/13/19

DATE



AUTHORIZED SIGNATURE

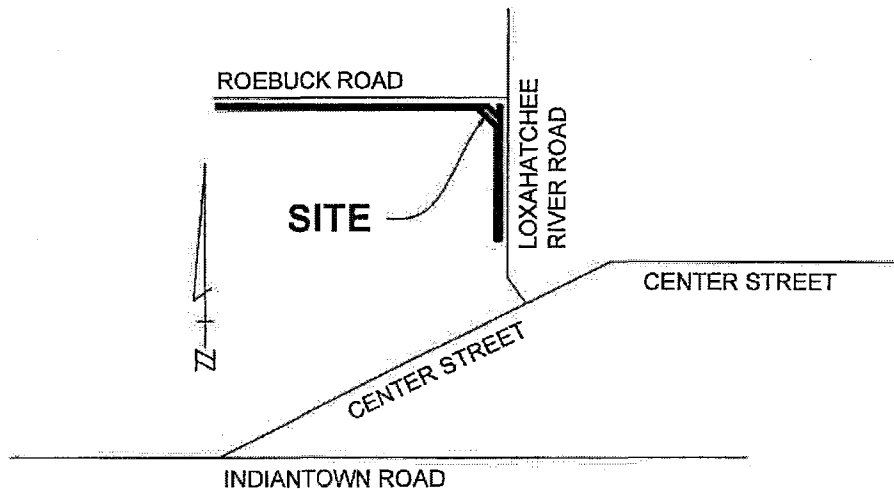
PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION

## LOCATION MAP

SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST  
NOT TO SCALE



## SURVEYOR'S NOTES

1. SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF TIMOTHY M. SMITH, P.S.M., FLORIDA CERTIFICATE LS 4676.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 735696, EFFECTIVE DATE: MAY 15, 2019 AT 11:00PM. SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
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5. REFER TO SPECIFIC PURPOSE SURVEY BY TIMOTHY M. SMITH LAND SURVEYING, INC., "FAMILOXA SY03 SPS", DATED MAY 22, 2019.

## COORDINATES, BEARINGS, AND DISTANCES NOTES

COORDINATES SHOWN ARE GRID DATUM = NAD 83 1990 ADJUSTMENT  
ZONE = FLORIDA EAST

LINEAR UNIT = US SURVEY FEET

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR  
PROJECTION

ALL DISTANCES ARE GROUND

SCALE FACTOR = 1.0000341545

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990  
ADJUSTMENT, FLORIDA EAST ZONE.

**NOT A SURVEY**

SHEET 2 OF 7

APPROVED FOR RECORDATION

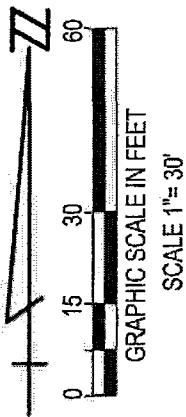
8/13/19

DATE

*[Signature]*

AUTHORIZED SIGNATURE

PALM BEACH COUNTY  
ROADWAY PRODUCTION  
SURVEY SECTION

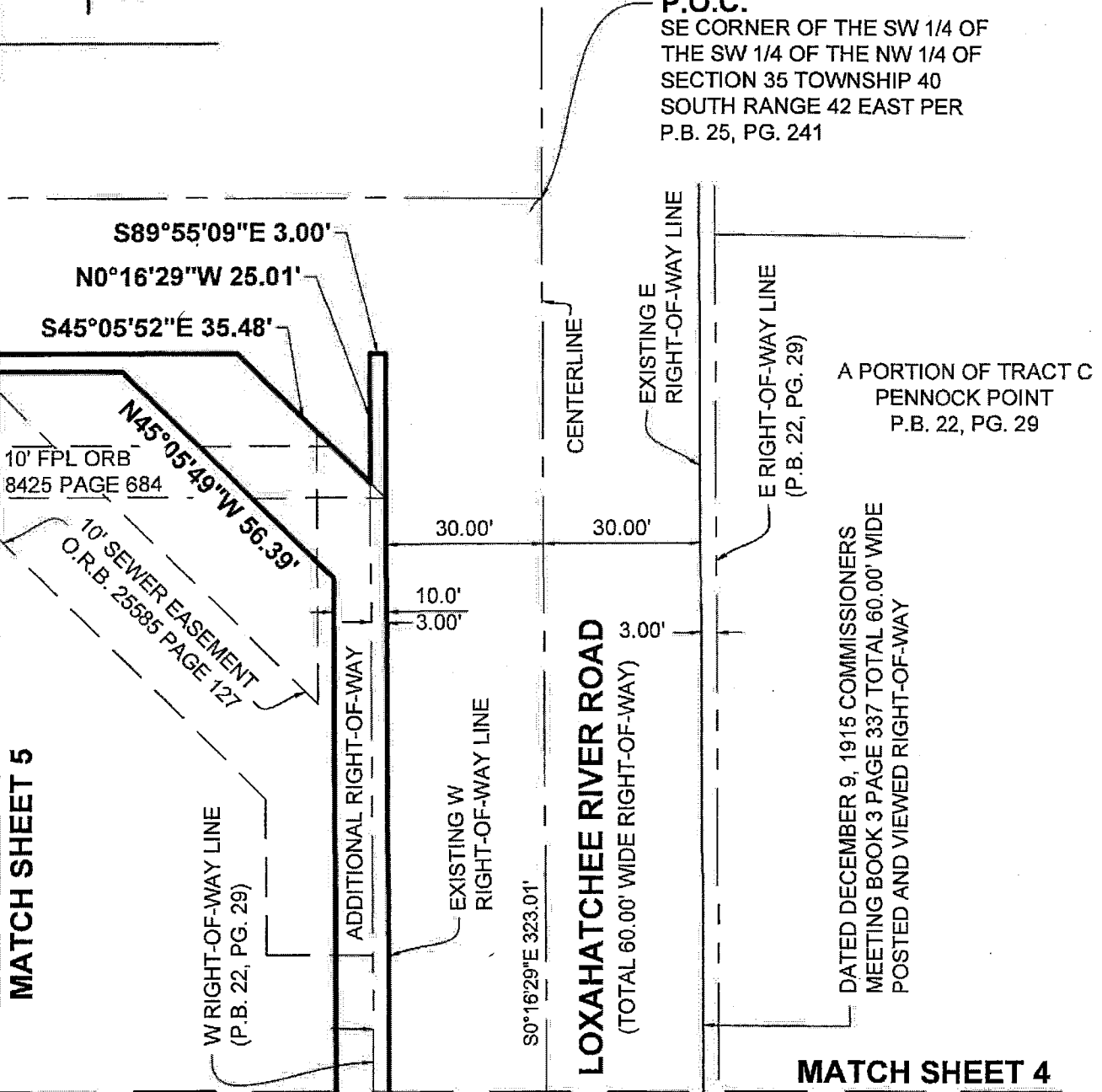


**LEGEND:**

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

**P.O.C.**

SE CORNER OF THE SW 1/4 OF  
THE SW 1/4 OF THE NW 1/4 OF  
SECTION 35 TOWNSHIP 40  
SOUTH RANGE 42 EAST PER  
P.B. 25, PG. 241



**MATCH SHEET 5**

**MATCH SHEET 4**

**NOT A SURVEY**

**EXHIBIT A**

**SHEET 3 OF 7**

APPROVED FOR RECORDATION

8/13/19

DATE

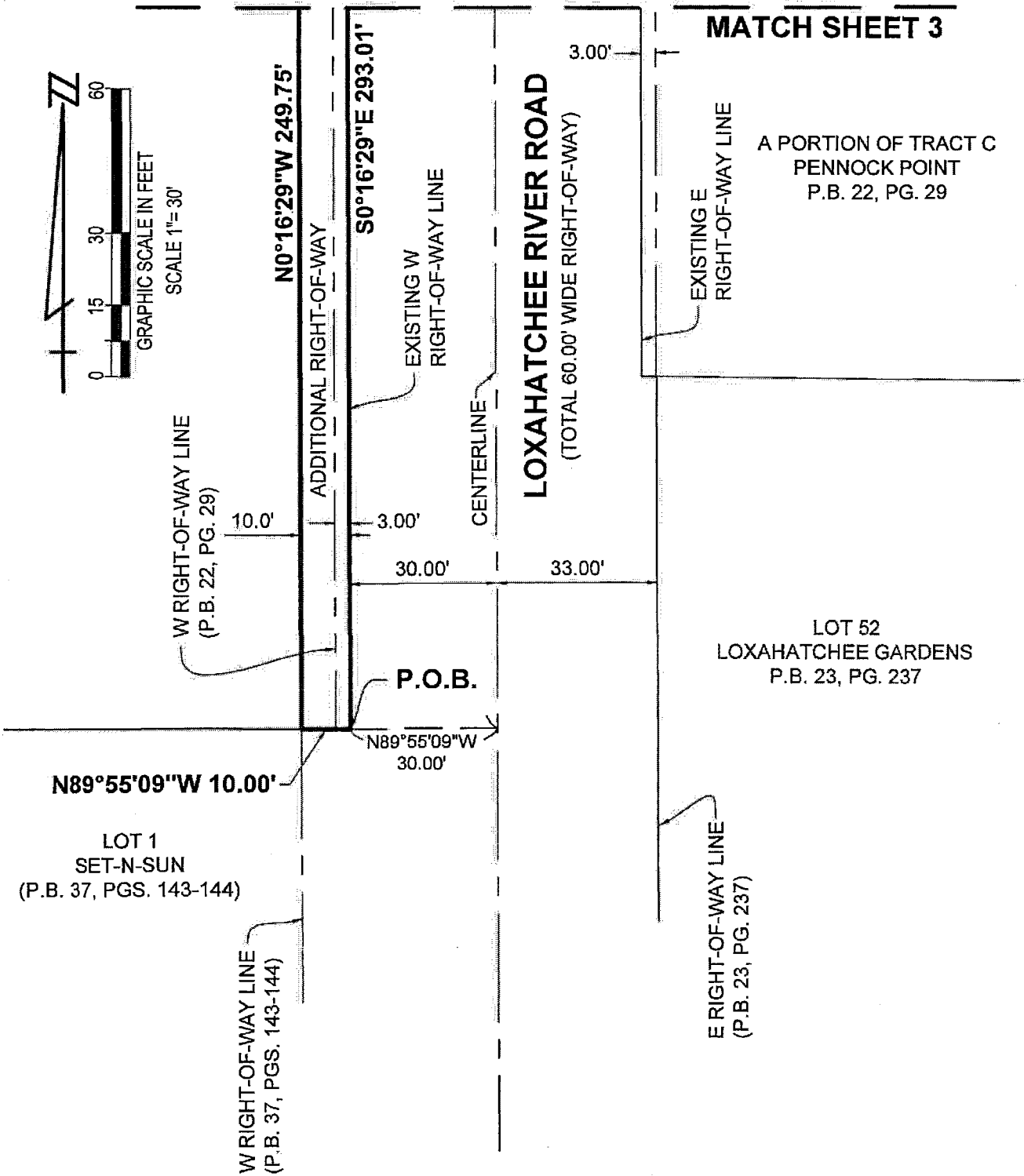
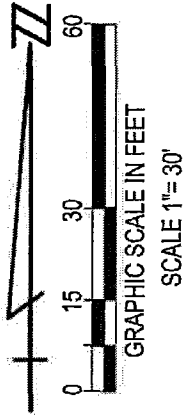
*[Signature]*

AUTHORIZED SIGNATURE

PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION



**LEGEND:**

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

**NOT A SURVEY**

**EXHIBIT A**

**SHEET 4 OF 7**

APPROVED FOR RECORDATION

8/13/19

DATE

Dr

AUTHORIZED SIGNATURE

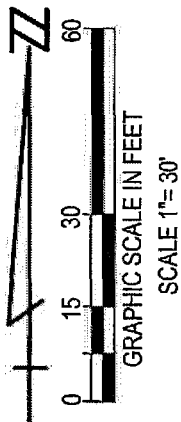
PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION



**MATCH SHEET 6**



THE SW 1/4 OF THE NW 1/4 OF SECTION 35  
TOWNSHIP 40 SOUTH  
RANGE 42 EAST

TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY  
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED  
DECEMBER 9, 1915

EXISTING N  
RIGHT-OF-WAY LINE

LEGEND:

FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

**MATCH SHEET 3**

**ROEBUCK ROAD**  
(TOTAL 60.00' RIGHT-OF-WAY)

10' SEWER EASEMENT  
O.R.B. 8425 PAGE 684

CENTERLINE

EXISTING S  
RIGHT-OF-WAY LINE

10' SEWER EASEMENT  
O.R.B. 25585 PAGE 127

3.5'

30.00'

30.00'

ADDITIONAL RIGHT-OF-WAY

10' FPL ORB 8425 PAGE 684

**EXHIBIT A**

**NOT A SURVEY**

SHEET 5 OF 7

APPROVED FOR RECORDATION

8/12/19

DATE

*For*

AUTHORIZED SIGNATURE

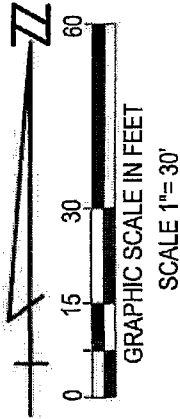
PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION

LOT 12, LOXAHATCHEE PINES  
(P.B. 66, PGS. 01-02)

N0°01'11"W  
3.50'



TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY  
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED  
DECEMBER 9, 1915

30.00'  
30.00'

3.5'

EXISTING N  
RIGHT-OF-WAY LINE

10' SEWER EASEMENT  
O.R.B. 8529 PAGE 1101

CENTERLINE

EXISTING S  
RIGHT-OF-WAY LINE

S89°55'09"E 590.22'

N89°55'09"W 568.49'

ADDITIONAL RIGHT-OF-WAY

THE SW 1/4 OF THE NW 1/4 OF SECTION 35  
TOWNSHIP 40 SOUTH  
RANGE 42 EAST

N LINE NW 1/4 OF THE SW 1/4  
OF SECTION 35 TOWNSHIP  
40 SOUTH RANGE 42 EAST

**ROEBUCK ROAD**  
(TOTAL 60.00' RIGHT-OF-WAY)

LEGEND:  
FPL FLORIDA POWER & LIGHT  
P.B. PLAT BOOK  
PG(S). PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
RW RIGHT OF WAY

**MATCH SHEET 5**

**NOT A SURVEY**

**EXHIBIT A**

SHEET 6 OF 7

APPROVED FOR RECORDATION

8/13/19

DATE

*For*

AUTHORIZED SIGNATURE

PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION

**LEGEND:**

FND. FOUND  
P.B. PLAT BOOK  
PG. PAGE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
PBCO PALM BEACH COUNTY  
R/W RIGHT OF WAY

"FERGUS"

FND. PBCO BRASS DISK IN CUTOUT  
N 956220.18  
E 940934.06

N76°59'54"W 5579.98' (GRID)  
5579.79' (GROUND)  
(BASIS OF BEARING)

"COUNTRY CLUB"  
PBCO CALC. POSITION  
N 954964.80  
E 946370.99

N 951555.2645  
E 941612.9006

N 951551.7643  
E 941612.9018

ROEBUCK ROAD

N 951554.4305  
E 942203.1356

N 951554.3909  
E 942231.1444

**SUBJECT  
PROPERTY**

N 951550.9611  
E 942181.4068

N 951511.1515  
E 942221.3512

N 951261.3928  
E 942222.5485

N 951261.3787  
E 942232.5491

LOXAHATCHEE  
RIVER ROAD

SW CORNER OF 35/41/42  
FND. PBCO BRASS DISK  
N 948941.24  
E 940953.80

S89°57'17"E 5282.32' (GRID)  
5282.14' (GROUND)

SE CORNER OF 35/41/42  
FND. PBCO BRASS DISK  
N 948937.07  
E 946236.11

S59°51'44"E 4629.36' (GRID)  
4629.20' (GROUND)

**BEARING SKETCH  
NOT TO SCALE**

**NOT A SURVEY**

SHEET 7 OF 7

APPROVED FOR RECORDATION

8/13/19

DATE



AUTHORIZED SIGNATURE

PALM BEACH COUNTY

ROADWAY PRODUCTION

SURVEY SECTION

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Notified to Connect - February 2020	2017	2020
16	181 <sup>st</sup> St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

### Remnant Areas

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Survey - 2018	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017 Notice of Intent – March 2019	2019	2020
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197 <sup>th</sup> Pl N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020



Private Road Areas – Page 2

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Notice of Intent to Assess – September 2017 Notified to Connect – August 2019	2016	2020
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019	2017	2021
FF	Gardiner Lane	1	Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019	2017	2021
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse <i>(north of Roebuck Road)</i>	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2018 Construction Award – November 2019	2018	2020
GG	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West	71	Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011 Working with Jupiter to obtain easement Working with BLM for options to move forward	2019	2020

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

AEO = As easements are obtained

CURTIS L. SHENKMAN  
Board Certified  
Real Estate Attorney

## CURTIS SHENKMAN, P.A.

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DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

April 3, 2020

Loxahatchee River Environmental Control District  
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to DHenderson)  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**RE: PENDING LITIGATION STATUS REPORT**

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachments

**OTHER LITIGATION**

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**NONE**

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**LIEN FORECLOSURES**

---

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**NONE**

---

**MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS**

**NONE**



**HOLTZ CONSULTING ENGINEERS, INC.**  
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

**MEMORANDUM**

**To:** Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** April 8, 2020  
**Subject:** Loxahatchee River Environmental Control District Monthly Status Report

---

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through April 8, 2020. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

**Imperial Woods Low Pressure Sewer System**

- HCE has prepared and processed the final adjusting change order. All work on this project is complete.

**Island Country Estates Low Pressure Sewer System**

- The Lazarus Group has completed the installation of 5,376 linear feet of low-pressure force main and has installed all services. A pressure test was conducted on April 3, 2020. Replacement of the curbs and gutters in the neighborhood is scheduled to start on April 13, 2020 and milling and resurfacing of the roadways commencing on April 20, 2020. District and HCE staff and the Contactor will be meeting on-site on with members from the HOA on April 9, 2020 to discuss the upcoming paving. Based upon the Contractor's progress and schedule this project is anticipated to be completed in May 2020, ahead of schedule.

**Lift Station No. 082 Improvements**

- The 60% design submittal was provided to District staff for review on March 26, 2020. Comments were received from District staff on March 29, 2020. HCE has addressed all District comments. The 90% electrical drawings will be received from the electrical engineer by April 20, 2020 and HCE will submit the 90% drawings and specifications for review and comment by April 24, 2020.

**Rolling Hills Sewer System Evaluation**

- It was discovered during the assessment of the existing system, that there were several manholes as well as the lift station that were buried. Surveying of the accessible portions of the existing sewer system has been completed and the collected information was submitted to HCE on April 2, 2020. The manhole inspection and assessment work has been completed.



HCE is currently performing the gravity sewer system evaluation. The draft technical memorandum will be submitted to District staff for review no later than May 14, 2020.

#### **Lift Station #161 and Lift Station #291 Emergency Generator Project**

- The survey of the property corners for Lift Station #161 was completed by the surveyor and the information was obtained on March 18, 2020. HCE drafted preliminary layouts for District staff review and a recommendation layout was decided on March 24, 2020. The electrical engineer is currently working on finalizing their design and will provide the drawings to HCE by April 24, 2020. The 90% submittal will be provided to District staff for review by April 29, 2020.

#### **SE Hobart Street Low Pressure Force Main System**

- The 90% drawings and specifications, cost estimate, and FDEP permit applications were provided to District staff for review on March 27, 2020. Upon receipt of comments, HCE will finalize the drawings and specifications.

#### **Vac-Con Truck Off-Loading Area Preliminary Design Analysis**

- The preliminary cost estimates for three possible alternatives were provided to District staff on April 2, 2020 for review. HCE will provide assistance to District staff in coordinating site visits when they would like for them to occur.

#### **Country Club Drive Force Main Transmission System Preliminary Evaluation**

- HCE has started the evaluation of the existing transmission system and preparation of the hydraulic model and submitted a data request to LRD staff. All work will be summarized in a technical memorandum, which is anticipated to be completed by May 19, 2020.

*Loxahatchee River Environmental Control District*  
*Monthly Status Report*  
*April 8, 2020*

*Submitted To: Kris Dean, P.E, Deputy Executive Director/Director of Engineering*

---

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending April 8, 2020.

**Alternate A1A 16-Inch Force Main Extension**

The following items were ongoing or completed during the last monthly period:

- B&W conducted an inspection on March 20, 2020 to determine the status of construction and a punch-list was prepared. Once B&W receives signed and sealed as-builts from the Contractor, B&W will submit for Health Department clearance and issue a certificate of Substantial Completion. The Contractor is actively correcting or completing items on the punch list.

**Master Lift Station No. 1 Rehabilitation**

The following items were ongoing or completed during the last monthly period:

- As previously reported, the punch-list is complete except for installation of switch assemblies to provide local control capabilities of the pneumatic actuators and some paperwork. The Vendor (Rotork) arrived in February to install the switch assemblies but discovered some of the recently delivered parts were incorrect. The parts were re-ordered (from England) and delivery is now being delayed due to COVID-19. Contractor has not been able to confirm a shipping date. Once shipping is confirmed, the schedule for installation will be finalized.

**Whispering Trails Gravity Sewer System**

The following items were ongoing or completed during the last monthly period:

- PBC Landscape Permit – Final Certification Obtained
- Final Completion Inspection Completed - No Outstanding Items
- Final Balancing Change Order and Final Pay Application is being processed

**Jupiter Farms Elementary Sanitary Sewer System**

The following items were ongoing or completed during the last monthly period:

- The Contractor achieved Final Completion and a Final Acceptance package was delivered to the LRD on March 20, 2020. This will end our reporting for this Project.

### **Olympus Drive Force Main and Low Pressure Sewer Replacement**

The following items were ongoing or completed during the last monthly period:

- B&W received the signed contract from the District following Board approval at the February 2020 Board Meeting.
- The project kick-off meeting with the District was held on March 11, 2020.
- The geotechnical work is in progress.
- B&W is working on the 50% design submittal.

### **Alternate A1A 24-Inch Force Main Cleaning & Inspection**

The following items were ongoing or completed during the last monthly period:

- B&W received the signed contract from the District following Board approval at the February 2020 Board Meeting.
- B&W is working to set-up a kick-off meeting with the District for this project.

### **Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements**

The following items were ongoing or completed during the last monthly period:

- B&W received the signed contract from the District following Board approval at the February 2020 Board Meeting.
- B&W conducted a kick-off meeting with the District on 3-25-20.
- B&W conducted field recon on 4-3-20.
  - Electrical services will be added to the contract that will include another field recon
  - District will provide as-builts of concentrate system, Electrical Room 2, and will search for information regarding existing sluice gates at Diversion Structure B

### **Lift Station Fall Protection Improvements**

The following items were ongoing or completed during the last monthly period:

- B&W received the signed contract from the District following Board approval at the March 2020 Board Meeting.
- As-Built Drawings were provided by the District on March 29, 2020.
- The project kick-off meeting with the District was held on April 3, 2020.

Respectfully Submitted by:

**BAXTER & WOODMAN, INC.**



Rebecca Travis, P.E.  
Vice President / Florida Division Manager





## Busch Wildlife Sanctuary

### At Loxahatchee River District

# Quarterly Dashboard - 1st Quarter 2020



	Education				Animal Care			Financial Operations			Gift Shop	Volunteers	Safety
	General Public Visitors	Visitors Attending Public Programs	In-reach / Out-reach Program Attendance	Education Net Income	Injured Animals Received / Treated	Animals Released	Average Donation per Animal Admitted	General Donation Income	Grants/Major Donor Income	BWS Net Income	Net Income	Hours Logged	OSHA Recorded Incidents
Benchmark	# of People	# of People	# of People		#	%						#	#
Green	> 25,000	> 3500	> 5500	> \$20,000	< 500	≥30%	≥ \$15.00/Animal	> \$25,000	> \$100,000	≥ \$100,000	> \$10,000	> 2000	0
Yellow	≥ 20,000	≥ 2500	≥ 4000	≥ \$10,000	≥ 500	≥25%	< \$15.00/Animal	≥ \$15,000	≥ \$50,000	> \$0.00	≥ \$5,000	≥ 1500	1
Red	< 20,000	< 2500	< 4000	< \$10,000	>1000	<25%	< \$10.00/Animal	< \$15,000	< \$50,000	≤ \$0.00	< \$5,000	< 1500	>2
2019 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													
2020 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													

### 1st Quarter Items:

**Projects Completed:** Dedicated Pineland Nature Trail/new signage, Updated trailguide & new donor rack card developed and printed, Pressure clean & seal Serpenterium

**Projects In Progress:** Gator Swamp Habitat, Updating Signage, Mulching Pineland Nature Trail, pressure clean & seal Ampitheatre, back of Welcome Center & Boardwalk

**Future Projects:** Flight Cage Complex, New Raccoon & renovation of old Raccoon and Skunk Habitats, Wildlife Hospital Recuperation Enclosure, Outdoor Rehab and Recovery Enclosures

### 1st Quarter Appearances, Notables, Trainings:

**Trainings:** All Staff Safety Training on hand and portable power tools; Management Training on Best Practices for Managers

**Onsite Educational Activities Included:** Monthly Public Night Walks, Guest Lecture event, Scavenger Hunt Saturdays, 36 Guided Tours, Natural Journaling event

**Offsite Educational Activities:** 24 Outreach programs at schools and other groups, 7 exhibits including PBG Safety Day, Pinewood Elem. STEM Night, Manatee Fest, Everglades Day and Riverwalk of the Palm Beaches Eco Event

**Other Community Events:** Community fundraisers at Lilly Pulitzer on Worth Ave & Panda Express Give Back

**COVID Related Update:** Closed the Sanctuary to public & volunteers as of 3/17/20. Remaining open for wildlife rescue drop offs. 441 new patients since 3/17/20. 35 animals have been released. Moved educational programming to daily Facebook live events. The average views per video is 3.8K.

# Director's Report

- ▶ Admin. & Fiscal Report attach. #1
- ▶ Engineering Report attach. #2
- ▶ Operations Report attach. #3
- ▶ Information Services Report attach. #4
- ▶ Environmental Education attach. #5
- ▶ Safety Report attach. #6
- ▶ Other Matters (as needed) attach. #7

J:\Board\Notebook\Directors Report

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: APRIL 8, 2020  
SUBJECT: NEW POLICY TEMPLATE

Staff have been working to improve governance of the organization. Last month you approved the LRD Rule and Policy Review Schedule. As we have been reviewing our policies, it has become apparent that we could improve our policies if we established a uniform standard for our policies. Thus, I have drafted the attached LRD Policy Template. It is my desire to systematically implement this policy template for all new and revised LRD policies. Please note this new policy format seeks to split policies and procedures into separate documents. Policies are defined as “a principle of action adopted by the LRD Governing Board.” Procedures are defined as “the official LRD way of doing something.” As such, it is my interpretation that the Governing Board must approve of new and revised policies, but staff have the authority to approve new and revised procedures and work instructions.

Functional hierarchy – approval authority

Relevant Federal Statutes – US Government

Relevant State Statutes – FL Government

LRD Enabling Act – FL Legislature

LRD Rules – LRD Governing Board


LRD Policies – LRD Governing Board

LRD Procedures – LRD Executive Director or designee

LRD work instructions – LRD Dept. Director or designee

I do not believe this requires Board action. Nonetheless, I am providing this in an effort to make sure we are all on the same page and staff are moving in a suitable direction. You will note that Items 5B. Warehouse and Inventory Policy; 5C. Contractor Safety Management Policy; and 5E. Families First Coronavirus Response Act Policy all follow this new LRD Policy Template.

I look forward to discussing this policy template and addressing your constructive comments.

	<b>LOXAHATCHEE RIVER DISTRICT</b>	Doc No:	Insert #
		Effective Date	Insert date
		Revision History:	e.g., 03/19/2020 10/17/2019 02/19/2015
<b>Author:</b> Insert Author Name(s)		Revision No.	0
		Expiration Date:	
Issuing Department: Insert Department Name		Page:	Page 1 of 2

## INSERT POLICY NAME

### Purpose

Include a statement describing the purpose of this policy.

### Policy

Insert text that identifies, defines, and describes the policy. This is the main point of this document. Do your best to use clear, concise, and simple language. Do not include procedures – they will be identified below.

### Definitions

List definitions necessary to understand the policy statement (section above).

- A. Policy: a principle of action adopted by the LRD Governing Board
- B. Procedure: the official LRD way of doing something

### Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Procedure #1: How to write a procedure document.
- B. Procedure #2: How to interpret a policy.

Note, this is just a list of relevant procedure documents. The actual procedures should be maintained in a stand-alone document that receives appropriate levels of review and approval.

### Applicability (optional)

Identify all LRD departments, divisions, or individual staff to whom this policy applies. Only include this section if the policy does not apply to all LRD staff.

### Consequences (optional)

Identify consequences for non-compliance with this policy.

### Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

**Authority:** List Federal, State, or local statutes and/or LRD Rules that establish authority  
**Date Approved by Governing Board:** insert most recent Board approval date

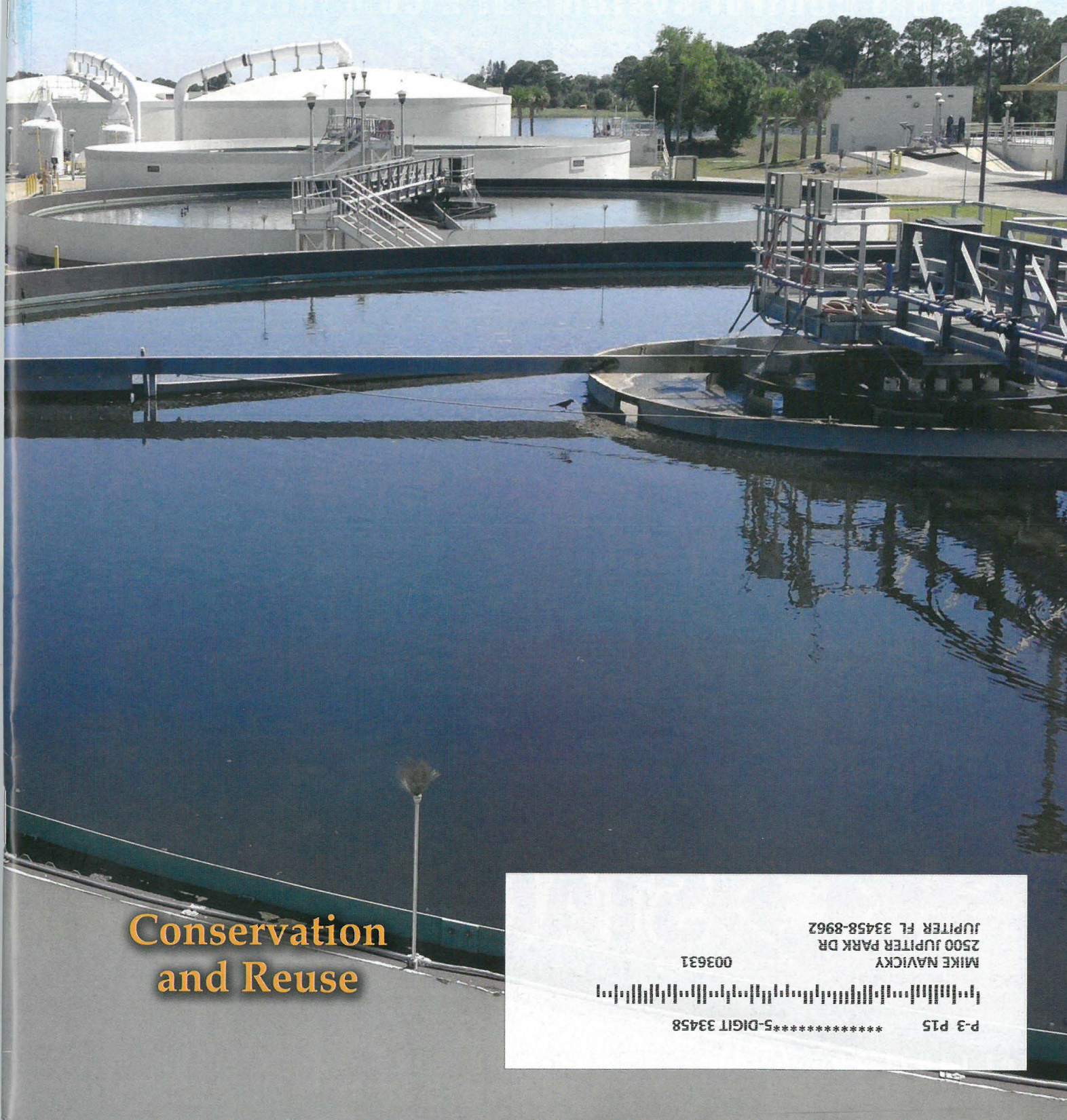


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# Florida Water Resources JOURNAL

April 2020



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# Florida Water Resources JOURNAL

## News and Features

- 4 New Report Identifies Opportunities for Successful Codigestion at Water Resource Recovery Facilities
- 6 Coronavirus: Keeping Water and Wastewater Workers Safe
- 32 In Memoriam
- 36 News Beat
- 38 WWEMA Member Market Survey Reflects Industry Growth
- 50 Beer Waste Helps Montana Town Save Money on Water Treatment
- 54 FDEP Announces Plant Operations Excellence Awards

## Columns

- 10 C Factor—*Kenneth Enlow*
- 20 FWEA Focus—*Michael W. Sweeney*
- 22 Let's Talk Safety: Be Kind to Your Body and Stretch Before Working
- 30 Contractors Roundup: Critical Success Factors for Complex Construction Projects—*Erik Anderson*
- 34 FWRJ Reader Profile—*Shea Dunifon*
- 35 Test Yourself—*Donna Kaluzniak*
- 48 FWEA Chapter Corner: Lunch and Learn Program Gives Attendees Hands-On Knowledge—*Christine Miranda*
- 52 FSAWWA Speaking Out—*Kim Kowalski*

## Technical Articles

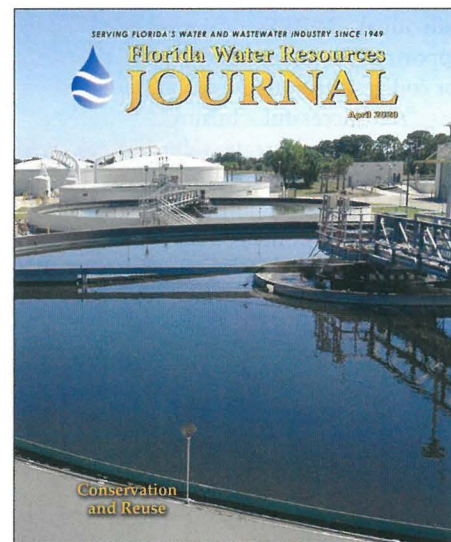
- 14 Under Pressure: Developing a Residential Reuse System—*Teri Pinson and Teri L. Shoemaker*
- 40 Water Balance and Hydraulic Analysis: Maximizing the Beneficial Use of Reclaimed Water Through Seasonal Changes and Growth—*Kirsten Burns and David Ammerman*

## Education and Training

- 9 Florida Water Resources Conference Cancellation
- 12 CEU Challenge
- 24 FSAWWA Fall Conference Call for Papers
- 25 FSAWWA Roy Likins Scholarship Fund
- 26 AWWA Water Equation
- 27 AWWA Membership
- 28 FSAWWA Florida Water Landmark Award
- 29 FSAWWA 2020 Fall Conference
- 36 AWWA ACE20
- 47 FWPCOA Region 4 Short School
- 53 TREEO Center Training
- 55 FWPCOA Online Training

## Departments

- 57 Classifieds
- 61 New Products
- 62 Display Advertiser Index



**ON THE COVER:** The wastewater treatment plant clarifier at the Loxahatchee River Environmental Control District in Jupiter. The clean water from the plant is stored in retention lakes to be reused as a valuable supply of irrigation water in area golf courses, parks, and residential communities. (photo: Albrey Arrington)

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D. Albrey Arrington, Ph.D., Executive Director



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: April 9, 2020  
Subject: Monthly Financial Report

## Cash and Investments

<b>Institution</b>	<b>Original Term</b>	<b>Maturity</b>	<b>Rate</b>	<b>Book Value</b>	<b>Monthly Interest Earned</b>	<b>Market Value</b>
Bank United	2 Years	04/02/20	2.46%	2,000,000	3,998	2,049,759
US Bank	18 Months	05/01/20	3.00%	1,507,875	3,995	1,571,875
Bank United	18 Months	06/07/20	2.88%	1,500,000	3,801	1,557,708
US Bank	2 Years	01/29/21	2.71%	1,011,450	2,397	1,043,760
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,261	1,027,731
<b>Subtotal</b>				<b>\$ 7,019,325</b>	<b>\$ 16,452</b>	<b>\$ 7,250,833</b>
<b>Money Market Accounts:</b>						
Synovus - Public Demand			0.50%		\$ 10,617	\$ 12,307,720
TD Bank - NOW			1.40%		9,697	8,234,500
<b>Subtotal</b>					<b>\$ 20,314</b>	<b>\$ 20,542,220</b>
<b>Checking Account:</b>						
SunTrust-Hybrid Business Account			0.50%		\$ 2,185	\$ 6,559,916
<b>Subtotal</b>					<b>\$ 2,185</b>	<b>\$ 6,559,916</b>
<b>Total</b>					<b>\$ 38,951</b>	<b>\$ 34,352,969</b>

Average weighted rate of return on investments is: 1.18%

As of 03/31/20:

3 month Short Term Bond: .11%

1 month Federal Fund Rate: .08%

Cash position for March 2019 was \$37,613,130. Current Cash position is **down** by \$3,260,161.

Gordon M. Boggie  
Board Member

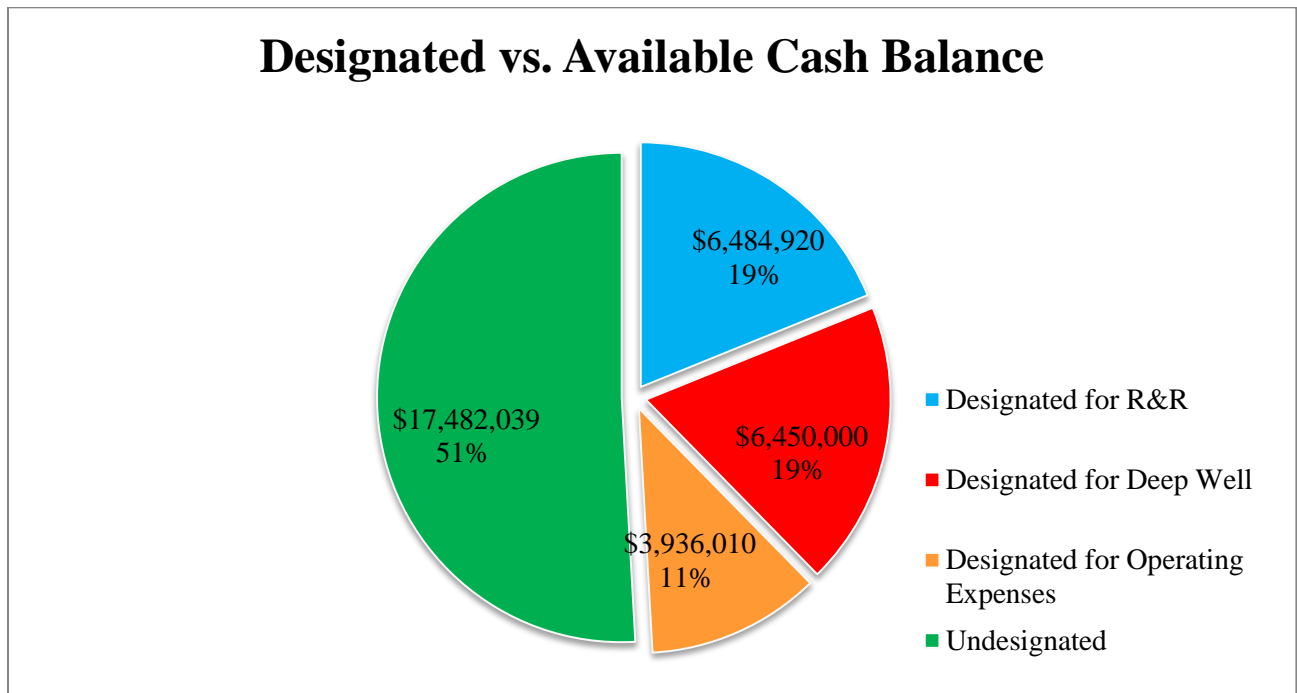
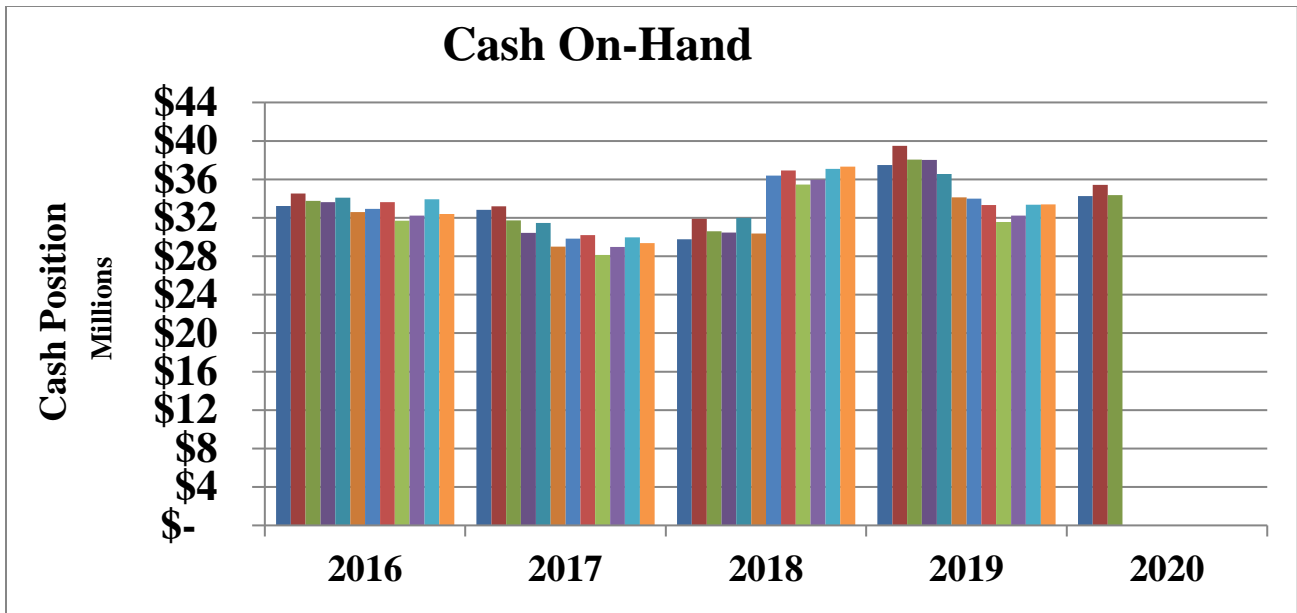
Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member





## Financial Information

- Legal fees billed for the month of March were \$2,245. The fiscal year-to-date total is \$43,210.
- There was no Septage billing for the month of March. The fiscal year-to-date total is \$225.
- Developer's Agreement – No new Developer Agreements were entered into in March.
- I.Q. Water Agreements – Abacoa Plaza is past due for February and March; Abacoa POA and Jupiter County Club are past due for March.
- Estoppel fees collected in March totaled \$7,550. The fiscal year-to-date total is \$41,575.

## Summary of Budget vs. Actual

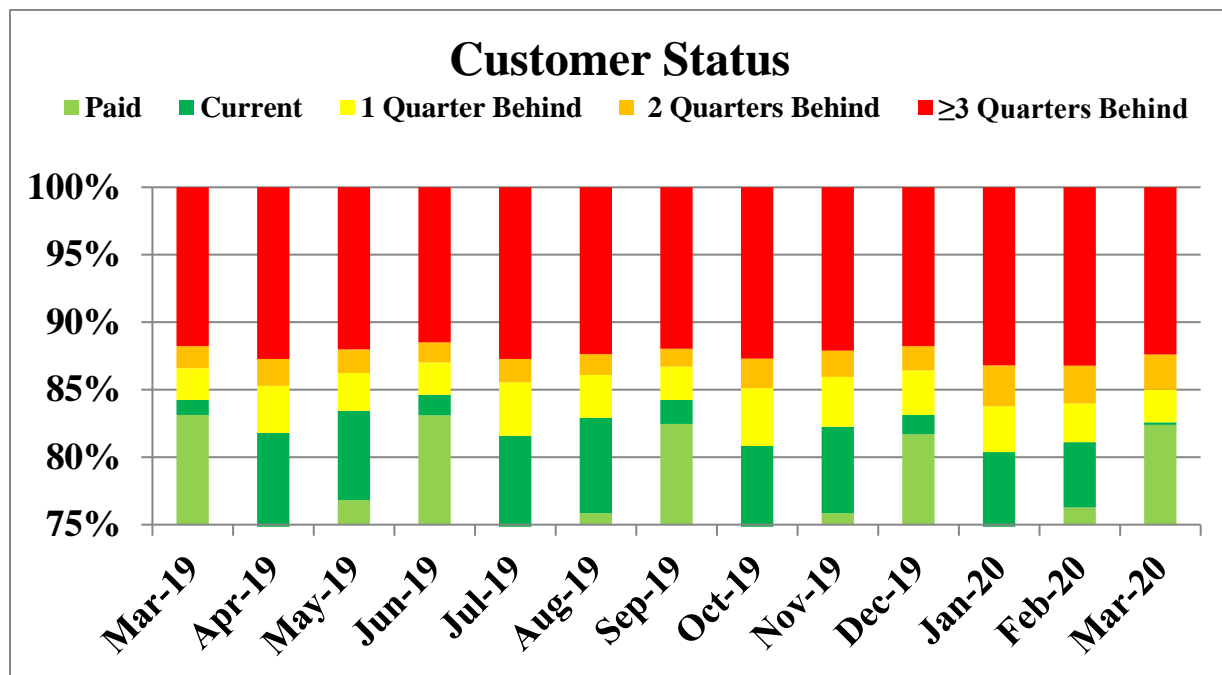
<i>Budget Benchmark</i> 50.00%	<b>Mar-20</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>FY 20</b> <b>Budget</b>	<b>Favorable</b> <b>(Unfavorable)</b>	<b>Budget</b> <b>Expended</b>	<b>Mar-19</b> <b>YTD</b>
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$1,409,470	\$8,469,917	\$17,324,020	\$ (8,854,103)	48.89%	\$8,365,190
Standby Sewer Service	759	44,548	98,458	(53,910)	45.25%	48,850
IQ Water Charges	199,340	1,196,038	2,004,752	(808,714)	59.66%	1,184,550
Admin. and Engineering Fees	30,084	66,629	42,295	24,334	157.53%	30,821
Other Revenue	23,312	191,188	300,000	(108,812)	63.73%	218,409
<b>Subtotal Operating Revenues</b>	<b>1,662,965</b>	<b>9,968,320</b>	<b>19,769,525</b>	<b>(9,801,205)</b>	<b>50.42%</b>	<b>9,847,820</b>
<b>Capital Revenues</b>						
Assessments	55,434	847,626	864,897	(17,271)	98.00%	848,980
Line Charges	57,131	234,259	201,337	32,922	116.35%	150,073
Plant Charges	234,250	414,504	1,012,727	(598,223)	40.93%	300,420
Capital Contributions	5,242	113,365	1,000,000	(886,635)	11.34%	
<b>Subtotal Capital Revenues</b>	<b>352,057</b>	<b>1,609,754</b>	<b>3,078,961</b>	<b>(1,469,207)</b>	<b>52.28%</b>	<b>1,299,473</b>
<b>Other Revenues</b>						
Grants				-	100.00%	
Interest Income	52,738	832,584	1,127,200	(294,616)	73.86%	928,011
<b>Subtotal Other Revenues</b>	<b>52,738</b>	<b>832,584</b>	<b>1,127,200</b>	<b>(294,616)</b>	<b>73.86%</b>	<b>928,011</b>
<b>Total Revenues</b>	<b>\$ 2,067,760</b>	<b>\$ 12,410,658</b>	<b>\$ 23,975,686</b>	<b>\$ (11,565,028)</b>	<b>51.76%</b>	<b>\$ 12,075,304</b>
<b>Expenses</b>						
Salaries and Wages	\$413,547	\$2,555,951	\$5,873,500	\$ 3,317,549	43.52%	\$2,450,669
Payroll Taxes	31,303	191,953	427,300	235,347	44.92%	182,606
Retirement Contributions	58,945	392,028	734,200	342,172	53.40%	362,081
Employee Health Insurance	107,151	589,181	1,308,800	719,619	45.02%	544,068
Workers Compensation Insurance		46,864	99,800	52,936	46.96%	47,762
General Insurance		214,393	364,107	149,714	58.88%	176,139
Supplies and Expenses	72,008	524,999	1,132,675	607,676	46.35%	427,484
Utilities	101,882	598,437	1,394,850	796,413	42.90%	635,445
Chemicals	34,115	181,538	452,000	270,462	40.16%	310,531
Repairs and Maintenance	211,128	995,386	1,814,429	819,043	54.86%	891,965
Outside Services	104,681	830,679	1,917,360	1,086,681	43.32%	877,228
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,134,760</b>	<b>7,121,409</b>	<b>15,744,021</b>	<b>8,622,612</b>	<b>45.23%</b>	<b>6,905,978</b>
<b>Capital</b>						
Capital Improvements	343,478	3,956,518	13,579,107	9,622,589	29.14%	4,460,426
<b>Subtotal Capital</b>	<b>343,478</b>	<b>3,956,518</b>	<b>13,579,107</b>	<b>9,622,589</b>	<b>29.14%</b>	<b>4,460,426</b>
<b>Total Expenses</b>	<b>\$ 1,478,238</b>	<b>\$ 11,077,927</b>	<b>\$ 29,323,128</b>	<b>\$ 18,245,201</b>	<b>37.78%</b>	<b>\$ 11,366,404</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 589,522</b>	<b>\$ 1,332,731</b>	<b>\$ (5,347,442)</b>	<b>\$ 6,680,173</b>		<b>\$ 708,900</b>

## Pending/Threatened Litigation

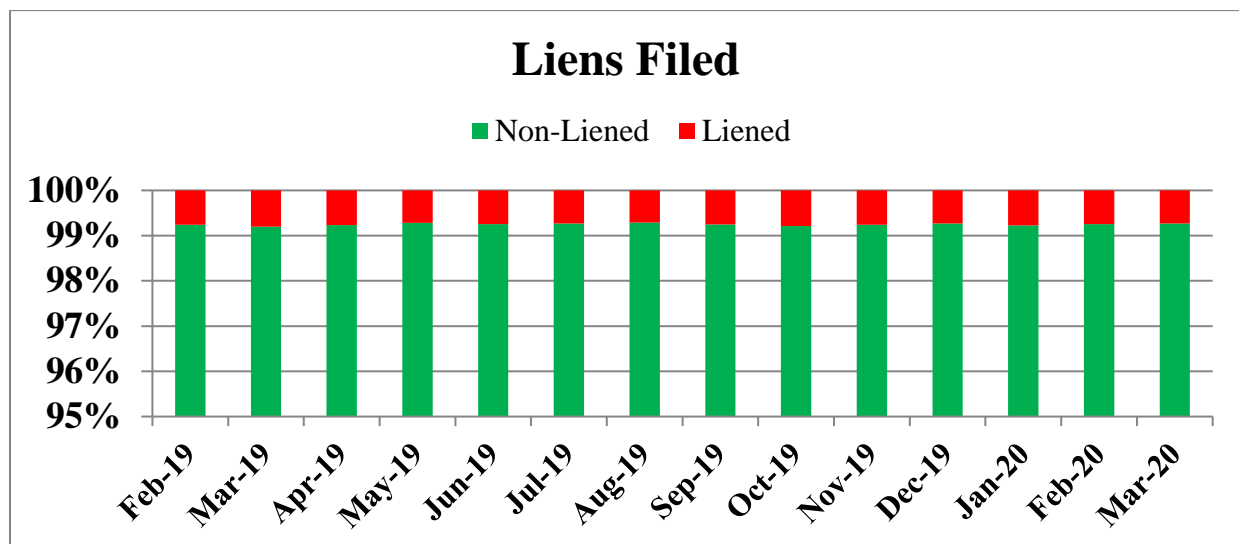
- Whispering Trails – The District received a formal notice that a negligence claim is being made on behalf of a resident of Whispering Trails as a result of a personal injury incident. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA. At this time, we have not received a Notice of Claim.

## Accounts Receivable

The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 82% billing.



The District serves approximately 32,700 customers. Currently, the District has 239 liens filed which represent approximately 1% of our customers.



## **Liability and Workers Compensation Insurance Renewal**

This information is being provided to keep the Board informed of changes to premiums. Last year (April 2019) the Board authorized the Executive Director to enter into a two-year agreement with Preferred for Property, Inland marine, General Liability, Automobile Liability, and Automobile Physical Damage. This two-year agreement locked in our rates but is subject to increases (or decreases) in exposure (the value of assets insured). Below, you can see the premiums for these lines of insurance, and I explain notable increases. Also, last month the Board authorized the Executive Director to enter into a one-year agreement for Workers' Compensation with Preferred not to exceed \$100,000. As you can see, we renewed this policy for \$67,805 (a 15.6% decrease).

*Preferred's* renewal quote, on exposures for the period May 1, 2020 to April 30, 2021, is summarized below. No changes were made to coverage limits or deductibles.

<b>Insurance</b>	<b>Current Premium</b>	<b>Renewal Premium</b>	<b>Change (\$)</b>	<b>Change (%)</b>
Property	\$ 267,627	\$ 274,631	\$ 7,004	2.62%
Inland Marine	10,434	12,869	2,435	23.34%
General Liability	23,745	24,622	877	3.69%
Automobile Liability	8,426	8,690	264	3.13%
Automobile Physical Damage	5,451	6,762	1,311	24.05%
Workers' Compensation	80,338	67,805	(12,533)	-15.60%
	<u>\$ 396,021</u>	<u>\$ 395,379</u>	<u>\$ (642)</u>	<u>-0.16%</u>

The increase in premium for Inland Marine is mostly due to adding 22 new mobile generators for an increase in exposure of approximately \$1,092,230 which was offset by removing approximately \$645,000 of assets from the Inland Marine schedule. The District added a new Vac-Con increasing our number of vehicles and therefore increasing Automobile Liability and Automobile Physical Damage. The decrease in Workers' Compensation is due to our Experience Mod decreasing from 1.13 to 1.00 and a decrease in National Workers Compensation rates offset by a payroll increased 3.69%.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: April 8, 2020

SUBJECT: Engineering Services Report

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### IN-HOUSE PROJECTS

*Lift Station Rehabilitations General Construction Services:* The rehabilitation of the third of three stations is nearing completion and we are planning to move forward with Lift Station 101 and 56 by April of 2020. Our overall lift station rehabilitation projects are slowly getting back on schedule and should be completed by the end of this fiscal year.

*Cellular Telemetry:* Staff are coordinating with a consultant for an evaluation of the proposed systems and pilot installations to determine the best value option for the District's 157 unmonitored stations. Based on the best value option(s) the District will standardize to this option and proceed with procurement and installation of the units. The new telemetry will provide power, pump and level status as well as offer battery backed up communication to the stations. The battery backup and level status will be key features used in managing an emergency response to significant power failure in our service area.

*181<sup>st</sup> Street Gravity Sewer System:* This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Design is complete. With approval of the Contractor Safety Management Policy (TAB 5C) we will be ready to finalize the contract document and go to bid.

*Lift Station 57 and 58 Tie-in to Transmission System:* The tie-ins are complete. We are waiting on FDEP approval to place the facility into operation to begin testing of the new routing and confirm the existing stations are adequate to perform in the new configuration.

*Fiscal Year 2020 Main Lining Projects:* The contractor mobilized in February 2020 and is working through the systems with completion scheduled by the end of April 2020 in Brentwood/Weldwood, Lift Station 057 collection system and Lift Station 058.

*Fiscal Year 2020 Lateral Lining Projects:* The Board approved the piggy back construction contract last month. Staff are coordinating with the Contractor for mobilization. This will be the first construction project that we track in InforEAM using the Work Order project developed over the last 4 months with IT. Reporting through InforEAM will allow us to quickly determine project status, percent complete and provide checks and balances to ensure all work is installed, tested and accepted.

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*Lift Station 70 Emergency Generator and Power/Control Panel:* This project provides a permanent emergency generator at Lift Station 70 and a new power and control panel including variable speed pump drives. The station went fully online as we prepared for Hurricane Dorian. The critical functions of the telemetry and alarm system are functional at the station and at the plant; however, staff and the contractor continue to work to resolve communication and monitoring points between the control panel, generator and data flow telemetry system.

## **CONSTRUCTION DEPARTMENT**

Our current work load in the Construction Department is large. This is mostly due to Construction installing cleanouts in neighborhoods prior lining projects. We are actively working with IT to track work load and productivity through InforEAM and determined that we are slowly falling behind. We have offered overtime opportunities to staff to help meet construction demand in the interim while we determine the need for additional staffing, if any.

## **COLLECTIONS/REUSE**

The District's Collections/Reuse Field Superintendent has been on extended leave. In his absence all Collections and Reuse staff have really stepped up and kept things running smoothly. Everyone's dedication and efforts are greatly appreciated by the administration and our customers. I will take a queue from Tom Vaughn and say...Good Job, Well Done!



Special thanks go out to Adrian Sanchez, Collections Foreman, without his specific efforts filling in the gap between field and administration and managing the daily activities of Collections and Reuse things would not be going as well. Thank you, Adrian.

Additional thanks also go out to Donny Kehr (2<sup>nd</sup> from the left, top picture) and Thomas Ryan (7<sup>th</sup> from the left, top picture) who have taken on the operation of the Reuse system and are diligently operating/monitoring the system as we continue into the dry period without Seacoast.



## **SANITARY SEWER OVERFLOWS**

There were four sanitary sewer overflows in the collection/transmission system in March.

Two unauthorized discharges, 16 gallons combined, of reuse water. These were caused by leaking seals, one on a valve and one on a pump.

The third unauthorized discharge was 10,000 gallons wastewater from a force main damaged by a directional drill contractor. Staff isolated the system and coordinated with our general services contractors for repair of the damage and hauling of upstream wastewater while the damage was repaired. Site investigations showed the force main was accurately marked by District staff and this incident was caused by contractor error. A big thank you goes out to Ollie Jones for getting this locate spot on.



The fourth unauthorized discharge was 10 gallons that overflowed from a manhole. Staff had plugged a gravity main while a contractor installed a mainline wye on the downstream side. While the work was being performed an upstream lift station, part of a cascading system, turned on filling the system upstream of the plug, causing an unauthorized discharge. We have recently implemented a Standard Operating Procedure for Shutdowns and Bypass with planning and preparation requirements for not only contractors, but staff too. The standard operation procedure was not followed. The employee was given a written warning, as part of our progressive discipline policy.



# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## **MEMORANDUM**

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

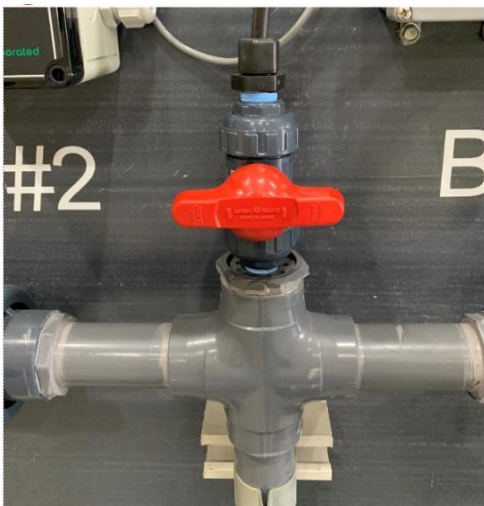
DATE: April 8, 2020

SUBJECT: Operations Department - Monthly Report for March 2020

### **Treatment Plant Division/ Maintenance Department**

March was a great month for Operations with no permit exceedances, and all monthly reports were completed on time. The plant did experience one (1) unauthorized discharge of reclaimed water during the month. A total of one-half gallon (0.5 gal) of hyper-chlorinated water dripped out of a Schedule 80 PVC, union type ball valve located on the piping which feeds the chlorine contact chamber. The leak was quickly isolated, and the leak was promptly reported to the appropriate agencies. The repair required a temporary shutdown of plant effluent. A-Structure was closed for approximately 1-hour 18-minutes minimizing interruption to IQ water production. All repair work was completed by in-house Staff. Whenever we experience these events, we utilize them as learning lessons and look for ways to mitigate any unintended releases.

A few key projects completed this month were the addition of an isolation valve for the chlorine gas vacuum monitor which will allow for the monitor to be serviced while keeping the chlorine system online, reducing downtime. Operations Staff also worked with Maintenance Staff to install three analog pressure gauges on our injection well monitoring wells. The installation of direct read pressure gauges allows the Operators to corroborate the pressure readings provided via online pressure transmitter instruments and provides redundancy in the event of an instrument failure.

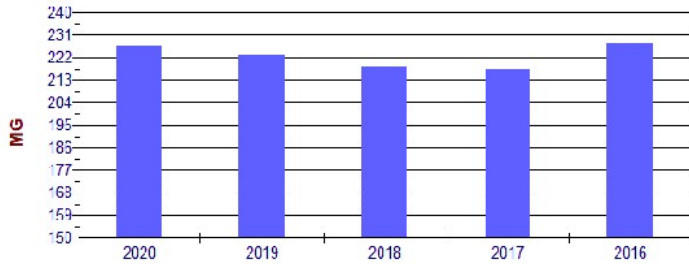


Lastly, in the spirit of 5S, Operations staff are working to organize our Operations Supply Room shelving in order to utilize the space better, be able to inventory items quickly, and keep the area orderly.



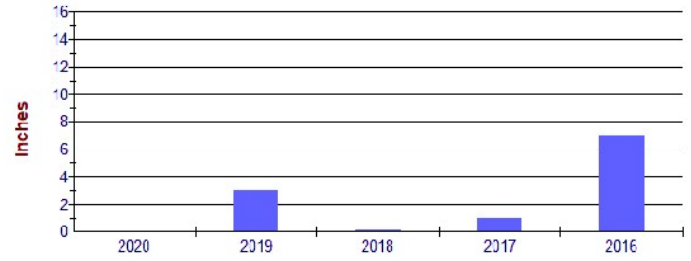
**We've had great month of no operating permit exceedances.**

Current Month - Cumulative Plant Flow



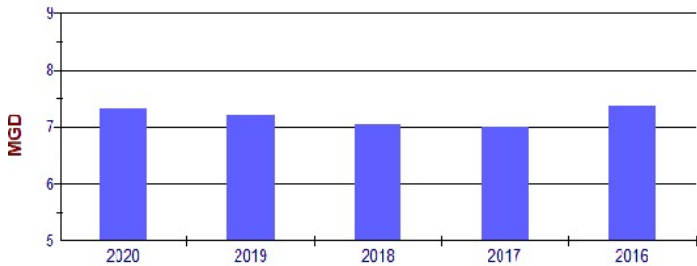
The cumulative influent flow to the plant for the month of March was 227.05 million gallons.

Current Month - Total Rainfall



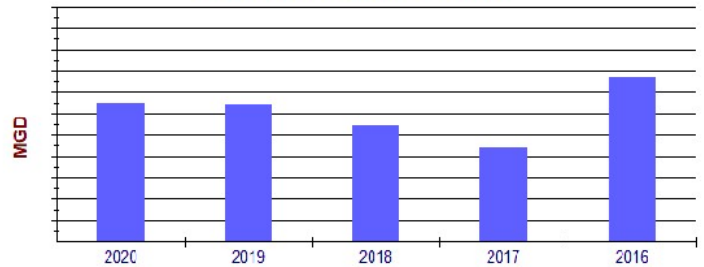
0.06 inches of total rainfall was recorded at the plant site during the month of March.

Current Month Average Daily Flow



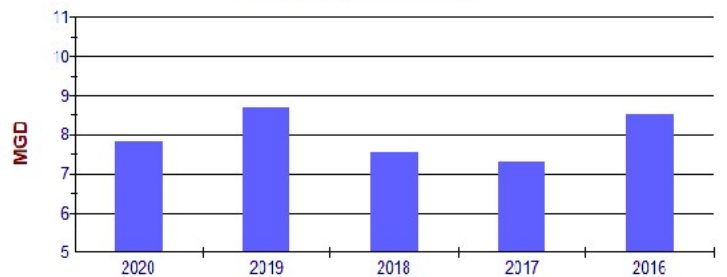
The Average Daily Flow (ADF) for the month of March was recorded at 7.32 MGD compared to 7.20 MGD one year ago, for the same month.

Current Month - Peak Hour Flow



The Peak Hour Flow (PHF) for March was 8,007 GPM which equates to an equivalent daily rate of 11.53 MGD.

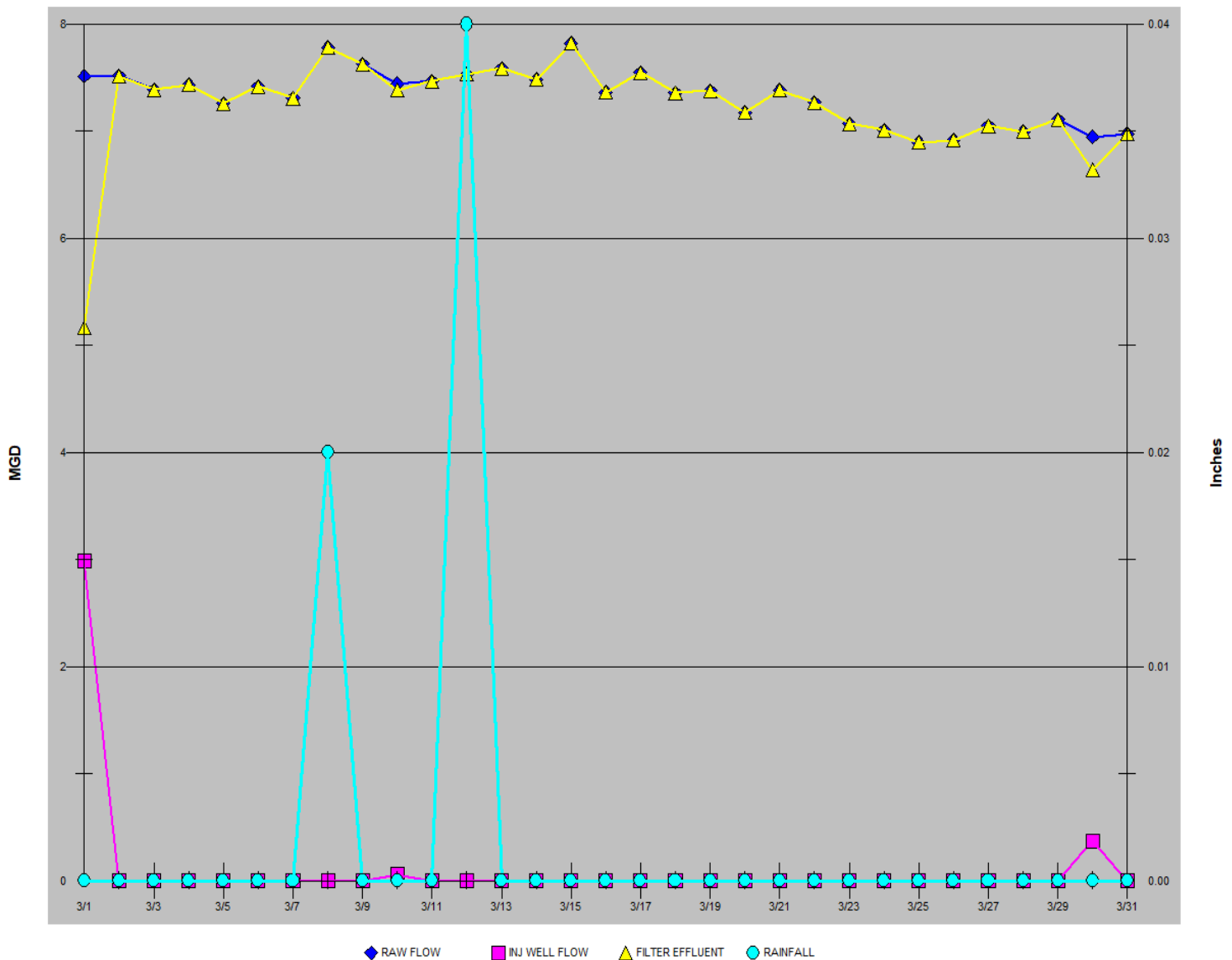
Current Month Peak Flow



The Maximum Daily Flow (MDF) in March was 7.82 MGD.

For the month of March, the cumulative influent flow to the plant was 227.05 MG of which 224.33 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 0.06 inches of rainfall was recorded at the site during the month and 3.41 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, approximately 98.80% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 231.40 million gallons of IQ water to the reuse customers during the month of March.

Year to date, approximately 65.79% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 421.62 million gallons.



**All monthly reporting has been submitted on time.**

## **Treatment Plant:**

March was a great month for Plant Operations with no permit exceedances, and all monthly and annual reports were completed on time. The Operations Staff worked diligently to perform routine monitoring, sampling and general cleanup of equipment and structures. Staff segregation measures were implemented to limit the physical interaction of Operations and Maintenance Crews in response to the COVID-19 pandemic. The Staff segregation measures included the implementation of a COVID-19 Interim Plant Schedule and the enforcement of a strict (minimum 6-ft) social distancing mandate. The Interim Schedule, which was implemented on March 13, 2020, divided both the Plant Operations and Maintenance personnel into two independent work crews with no-overlapping shift changes or physical interaction. Staff were instructed to communicate by phone or electronic (i.e. email, texts, IM, etc.) means, only. Staff also implemented a strict cleaning schedule for all workspaces which includes the cleaning and disinfection of all spaces at the end of all shifts. Operation and Maintenance Staff which work on the same assigned work crew (i.e. One or Two) were also instructed to practice social distancing and minimize work within common work areas.

During the month, Operations and Maintenance Staff were able to significantly improve the performance of the sludge dewatering odor control system. After performing a detailed review of the operating parameters of the existing unit, it was determined that the system was operating at an air flow rate of approximately 7,000 standard cubic feet per minute (scfm). Operations Staff was able to increase the system capture rate by approximately by 31% to a rate of 9,200 scfm. Concurrently, Maintenance Staff replaced the existing sodium hypochlorite feed pump with a higher capacity pump which ensure that the target scrubber solution ORP of 700 mV could easily be met at the higher air capture flow rate. Upon making these system modifications there has been a noticeable decrease in the frequency of foul odors from the sludge storage tank. Staff is hopeful that the noted system modifications will provide more consistent and reliable treatment of malodorous air from the sludge tank.

### **Sludge Storage Tank Odor Control Unit**





## **Maintenance Department:**

The Maintenance Department continued to work on multiple initiatives during the month of March. One of the projects included the continued clean-up and the proper disposal of previously stockpiled materials at the WWTP site and, in particular, at the lay-down area designated by Staff as “The Boneyard”. To date most of the unusable material and equipment has been removed and either sent to a metal and/or concrete recycler or been properly disposed of offsite. The cleanup and proper disposal of these items is consistent with the District’s goal of implementing Six Sigma and 5S concepts. Any item which was determined to be useable was moved to an appropriate storage area and inventoried for future use. The Maintenance Department also continued working on the clean-up and organization of tools and equipment within the Cart Barn storage area.

One example of a non-routine maintenance task performed by the Maintenance Department this month was the replacement of the Nr4 head pulley bearing on one of the dewatered sludge belt conveyor units. The pulley replacement required the temporary shut-down of the sludge dewatering processes. Through proper planning the shut down was seamlessly performed with minimal downtime. The parts required were obtained from the warehouse. All required parts, tools and equipment needed to perform the job were laid out prior to initiating the work. Prior to commencing with the work, Maintenance Foreman Anthony Nicoletto lead a Toolbox meeting which included a discussion of the job procedures, a review of the lock-out/tag-out and de-energization of the belt conveyor system as well as the estimated project completion timeline. Maintenance Technician’s Vir Manera and Kendy Daniel were given specific project tasks which were intended to maintain social distancing, to the extent possible. The repairs went smoothly, and the conveyors were back in service prior to the next shift.

### **Maintenance Staff Replacing the Nr4 Head Pully Bearing on the Dewater Sludge Belt Conveyor**



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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: April 9, 2020  
SUBJECT: Monthly Governing Board Update for March 2020

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## WildPine Ecological Laboratory

### Riverkeeper Project

In March, staff from the lab collected water quality samples from 15 monitoring stations throughout the watershed. Town of Jupiter staff also collected an additional eight bacteria samples in Sims/Jones Creeks. The analysis we performed showed water quality throughout the watershed continued to improve in March when compared to January and February.

Total Phosphorus (TP) concentrations in March were “Good” with no stations sampled exceeding the FDEP/EPA Numeric Nutrient Criteria (NNC) water quality standards, and was similar to February. Stations 66 and 105, both in the Northwest Fork, had the highest concentration of TP at 0.058 mg/L, well below the NNC of 0.12 for that area. The average TP for all stations throughout the watershed in February was 0.034 mg/L.

Total Nitrogen (TN) concentrations in March were “Good” with no stations sampled exceeding the NNC water quality standards, better than February. Station 105, the canal upstream of Cypress Creek, had the highest concentration of TN at 1.0 mg/L. Again, well below the NNC of 1.54 mg/L for that river segment. The average TN for all stations throughout the watershed in February was 0.6 mg/L.

Fecal coliform bacteria in March improved on February’s results with only 1 of the 23 (4%) stations exceeding DEP’s threshold of 800 MPN/100 mL, down from 10% exceedances in February. The average bacteria count for all stations sampled was 270 MPN/100 mL, similar to 261 MPN/100 mL in February. Once again, Caloosahatchee Culvert (CALC) in Jones Creek had the highest concentration of fecal coliform bacteria at 1,086 MPN/100 mL, but half as high as last month’s 2,014 MPN/100 mL.

Chlorophyll-a concentrations in March scored “Poor” at 3 out of 15 (20%) stations when compared to the stringent NNC water quality standard for each river segment, and better than February. The highest concentration was found at Station 72 (Loxahatchee River Road bridge in the Southwest Fork) at 9.2 ug/L, well over the strict NNC (5.5 ug/L) for that area. The average chlorophyll values for all stations was 4.1 ug/L.

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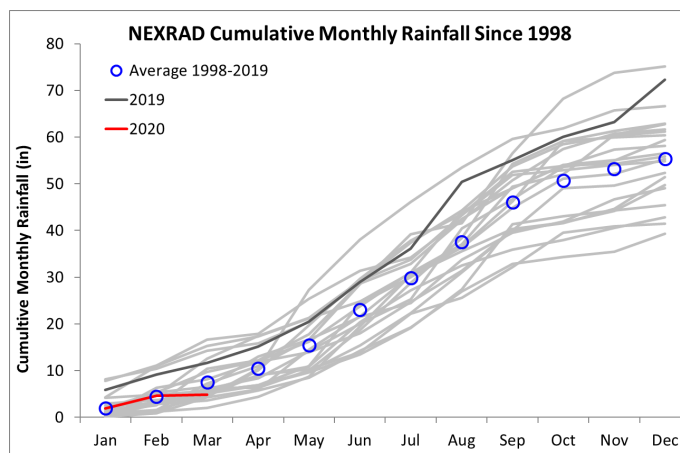
James D. Snyder  
Board Member



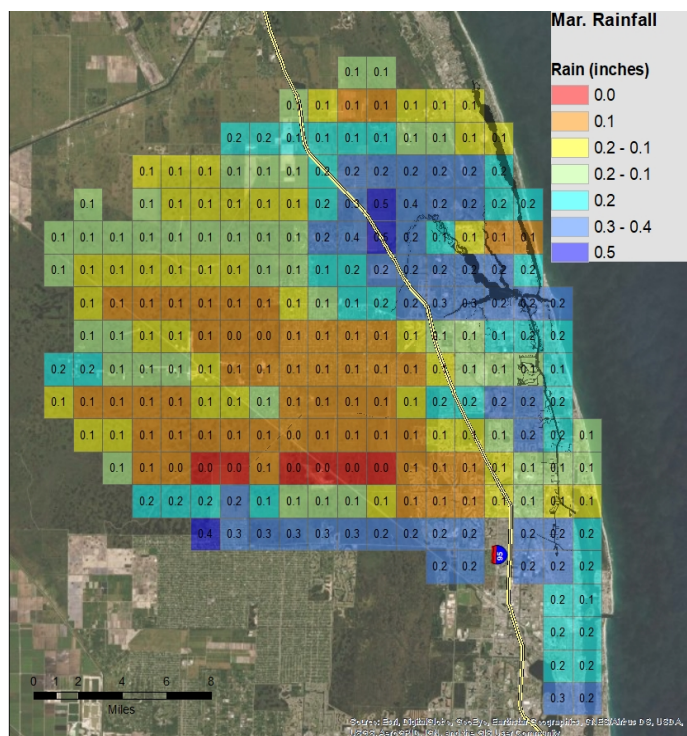
## Hydrologic Monitoring

It's dry! Total rainfall measured during March was only 0.15", far below the average of 3.1" historical average for the month. For comparison, since 1998 only one other month has experienced less rainfall and that occurred March 2009 with a monthly total of 0.14". The NEXRAD radar-based rainfall detected rain on just 6 days throughout the month with the largest single day total of only 0.06" observed on March 12. Year-to-date cumulative rainfall through March was 4.8", well below the average of 7.5" (see figure at right).

Spatially, there was a 0.5" difference in rainfall totals across the watershed between the driest and wettest regions (see figure below). The driest regions were generally in the south-central portions of the watershed that include Loxahatchee Slough and Jupiter Farms which did not experience any rain. The "wettest" region was the areas immediately adjacent to the northwest fork of the Loxahatchee River which received up to 0.5" of rain. The other region was the far south-central boundary of the watershed adjacent to Grassy Waters Preserve and the Acreage community which experienced up to 0.4" of rain.



Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2020 cumulative rainfall total. Blue circles indicate mean cumulative rainfall since 1998. (2019 indicated as dark gray line).



Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

Flow over Lainhart Dam during March reflected the lack of rain and ranged from 5 to 66 cfs with a mean flow of only 30 cfs. Though there were no MFL exceedences or salinity violations during the month, mean daily flow did fall below the 35 cfs MFL for 17 nonconsecutive days throughout the month. No flow through the S-46 flood control structure was detected during March. Despite the lack of rain and low flow measured over Lainhart Dam, there has been no detectable flow of supplemental flows from the G-161 structure.

Low river flows had a notable effect on salinity measured in the northwest fork. Daily salinity measured at the Kitching Creek USGS monitoring station averaged 2.3 ppt for the month with a peak average daily salinity of 4.8 ppt measured on March 27. However, salinity was held below the 2 ppt threshold at USGS River Mile 9.1 structure with a monthly daily average of 0.5 ppt with a peak salinity of 1.1 ppt measured on March 9. Mean bottom daily salinity measured at the new USGS water quality station adjacent to the US-1 bridge was 34.3 ppt and the minimum salinity was 27 ppt.

## Oyster Spawning and Settlement Monitoring

The spring 2020 oyster spawning and settlement season is off to an unusually early and record-setting start in both river forks. In the Northwest Fork, where oyster spat density was highest during this 27-day period ending April 1, average spat density was 10,734 spat m<sup>2</sup> compared to an average of 697 spat m<sup>2</sup> typically observed during this time period (see figure below). Likewise, settlement activity in the Southwest Fork was substantially above normal with an average density of 4,723 spat m<sup>2</sup> compared to the period average of only 304 spat m<sup>2</sup>. These numbers set a new benchmark for spat density for this time period in both river forks.

There was a significant dichotomy between upstream and downstream sites in both river forks. In the Northwest fork, the downstream site had a mean density of 16,334 spat m<sup>2</sup>, or 76% of total settlement activity. While not as pronounced in the Southwest Fork, the difference between upstream and downstream sites was present with the upstream site accounting for 67% of the settlement density at 6,323 spat m<sup>2</sup>. The cause of the unusual settlement activity may include factors such as a very mild winter lacking any significant sustained cold fronts, and three months of little rainfall, though other factors may be at work.

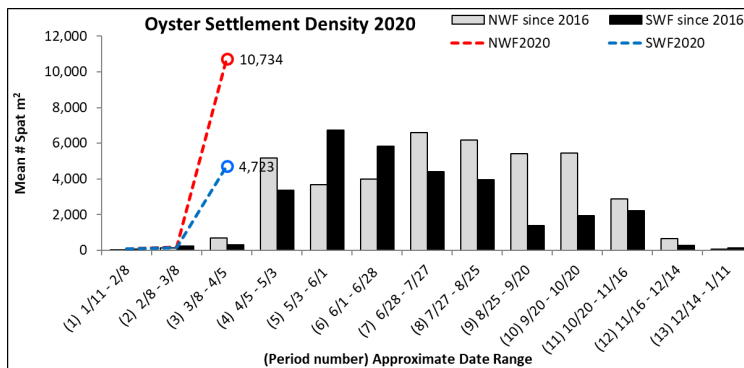
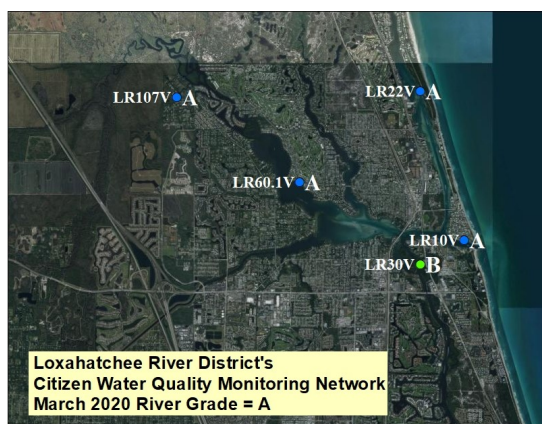


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

## Volunteer Water Quality Monitoring Program



The March 2020 overall volunteer water quality grade was once again an “A”. The only departure was station 30, which scored a “B” for the month. Station 107 barely made an “A” due to fair pH values, which may be related to the low rainfall. The combined scores provided an excellent overall grade for the month.

Many thanks to our volunteers for their dedication to this program!

Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	74.7	2.2	35.4	8.2	6.9	100.0	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR22V	77.0	VAB	36.0	8.3	6.6	98.0	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR30V	74.8	1.4	34.8	7.8	6.5	93.7	1.0	Good	Good	Fair	Good	Good	Good	84.6	B
LR60.1V	68.9	VAB	25.0	7.9	6.9	88.8	1.0	VAB	Good	Good	Good	Good	Good	100.0	A
LR107V	71.2	VAB	9.6	6.8	5.9	70.8	1.0	VAB	Good	Fair	Good	Good	Good	90.0	A
Average	73.3													94.9	A

VAB (Visible at Bottom)  
DO (Dissolved Oxygen)  
ND (No Data)

scale: 0=poor 2=fair 4=good

## Customer Service

### Payment Processing

In March we closed out the 1<sup>st</sup> Quarter 2020 billing with staff processing nearly 2,400 payments totaling roughly \$243,000. For the quarter we broke through the 70% threshold of digital payments (non-cash/paper check) - remarkable progress considering just 5 years ago only 10% of our payments were digital. We had the typical number of unpaid accounts at the end of the quarter (5%) and we will closely monitor this metric to assess the economic effects related to the COVID pandemic.

In preparation for the 2<sup>nd</sup> Quarter billing we developed new messaging and signage to explain reminders including: 1) not to flush wipes, 2) ways to pay their bill, 3) ownership changes, and 4) setting up new connections without coming to the office. Following the Governor's orders, we closed the office to the public on Friday, April 3, but we have made several accommodations including remote notary service (also in accordance with the Governor's orders). 2<sup>nd</sup> Quarter bills are scheduled to go out April 13 and are due May 20.

## Information Technology (IT)

### IT Staff News

We are excited to announce the promotion of Joel Weiner to CMMS IT Support System Specialist I. Joel joined the company in 2016 where he has played a key role in development and support of our IT systems. In this new position, Joel will be responsible for support and basic administration of CMMS, as well as computer support for District staff. Congratulation Joel!

### COVID Preparations

As we all navigate through these unprecedented times, the IT staff are vigorously working to implement solutions to help protect our staff and systems, and maintain a high level of functionality.

#### *Spatial Separation of Workspace*

As part of our efforts to provide greater spatial separation among staff, the IT team quickly relocated workspace and workstations, setup new wired and wireless network access points, and implemented remote meeting capabilities.

#### *Remote Meeting Capabilities*

The IT team quickly implemented remote meeting solutions for interacting with internal staff and the public. One example is providing our staff the ability to do an Apple FaceTime or Microsoft Teams video meeting with a customer for a remote notary service of ownership change forms as recently authorized by the Governor. We have also implemented GoToWebinar for a remote Board Meeting we can broadcast to the public.

#### *Email Security*

There has been a significant increase in phishing/spoofing attacks including COVID related emails that target a user's interest in latest news about the pandemic. The IT team has been working with our security consultants and training provider to implement added protections, additional awareness and tests that will help users recognize these new threats and dispose of these emails properly.

#### *Remote Work Solutions*

With the possibility of users needing to begin remotely due to the pandemic, we are working on solutions for users to be both functional in the office and remotely.

# Loxahatchee River Environmental Center

## April 2020

### River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



	Total Visitors (Incl. Visitors, Field Trips, Onsite Programs)	School & Camp Visitors	RC Offsite Programs	RC Onsite Programs	RC Staff Guest Appearances	Program Cancellations	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Assessment	Environmental Stewardship	Expenses	Program Revenue
Benchmark / Customer Expectation	% of Target	% of Target	% of Target	% of Target	% of Target	% of programs	% of Target	% of Target	Rating Average	Rating Average	Positive Responses	% within budget	% of Target
Green Level	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	< 5%	≥ 90%	≥ 90%	≥ 4	≥ 4	≥ 90%	≥ 85% but ≤ 105%	≥ 90%
Yellow	≥ 75%	≥ 75%	≥ 75%	≥ 75%	≥ 75%	< 10%	≥ 75%	≥ 75%	≥ 3	≥ 3	≥ 80%	≥ 80%	≥ 75%
Red	< 75%	< 75%	< 75%	< 75%	< 75%	> 10%	< 75%	< 75%	< 3	< 3	< 80%	< 80% or > 105%	< 75%
2018 Baseline	112%	100%	219%	159%	116%	10%	154%	87%	4.7	4.0	91%	91%	92%
2019 Mar	119%	112%	268%	148%	203%	0%	79%	156%	4.8	3.9	98%	88%	102%
Apr	79%	75%	553%	77%	282%	11%	357%	99%	4.6	4.6	87%	82%	100%
May	113%	113%	960%	164%	0%	24%	270%	74%	4.8	3.3	93%	101%	160%
June	98%	84%	151%	156%	0%	0%	28%	119%	4.5	4.2	83%	101%	160%
July	85%	88%	199%	68%	0%	42%	121%	95%	4.5	4.2	83%	93%	62%
Aug	89%	10%	58%	122%	0%	9%	188%	272%	4.9	4.4	97%	86%	73%
Sept	74%	68%	172%	135%	0%	0%	155%	170%	4.8	4.5	91%	89%	66%
Oct	116%	131%	150%	103%	182%	9%	95%	290%	4.7	4.1	93%	97%	56%
Nov	113%	123%	290%	221%	431%	0%	138%	105%	4.8	4.1	92%	110%	82%
Dec	108%	95%	470%	147%	0%	33%	88%	81%	4.7	5.0	86%	100%	71%
2020 Jan	109%	121%	87%	127%	65%	0%	206%	59%	4.8	4.3	98%	93%	69%
Feb	137%	154%	111%	144%	0%	18%	294%	139%	4.6	4.3	71%	100%	135%
Mar	40%	88%	113%	58%	156%	0%	29%	27%	5.0	3.8	77%	83%	82%
Consecutive Months at Green	0	0	2	0	1	1	0	0	13	0	0	0	0
Metric Owner	O'Neill	Harris	Harris/Duggan	Harris/Duggan	Duggan	Harris	Kalmore	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Total Visitors	River Center closed mid-month for COVID-19.
School & Camp Visitors	River Center closed mid-month for COVID-19.
RC Onsite Programs	River Center closed mid-month for COVID-19.
Volunteers	River Center closed mid-month for COVID-19.
1st Time Visitors	River Center closed mid-month for COVID-19.
Staff Assessment	We had some school groups at the beginning of the month that presented some challenges. Our assessments of the success of the programs were lower as a result.
Environmental Stewardship	We added staff's assessment of environmental stewardship to this number (instead of just visitor feedback). Our assessments were lower than the visitor assessments due to the challenging audiences that we faced this month.
Expenses	We had fewer expenses since we closed the River Center
Revenues	We had less revenue than expected because we cancelled programs due to COVID-19.

### Dashboard Update

The River Center's dashboard is in review. We anticipate making some changes to better track our core value of Environmental Stewardship and engagement.



## ***River Center General***

### **COVID-19**

On March 16<sup>th</sup>, staff made the decision to close to the public until further notice due to the COVID-19 epidemic. Staff have continued to work every day. We are spending our days providing virtual education content through social media and our website. You can see our videos on our Facebook and YouTube pages. In addition, we are productively using the time to catch up on projects and to plan for the summer and fall. We have also begun “spring cleaning” of the River Center to lighten up things in our closets and really clean some areas that have been neglected.

<https://www.facebook.com/loxahatcheerivercenter/>

<https://www.youtube.com/channel/UCwtVsfFCrjRq-uFkUG5wVUw>

### **Active Shooter Training – March 3rd**

On March 3rd Megan Harris attended an Active Shooter Training that was hosted at the Everglades Youth Conservation Camp. It was organized by Florida Fish and Wildlife Conservation Commission’s Law Enforcement and American Camp Association. This training focused on situations and groups that are not in traditional buildings and schools, but in an outdoor and camp environment. We discussed good practices for coping with an active shooter situation, how to respond when an active shooter is at camp, and how to respond when law enforcement arrives. Law enforcement officers worked specifically with each organization and their site plans and maps to design emergency action plans and ways to provide protocols for staff to keep staff aware and trained.



### ***Lecture Series – No Lecture due to COVID-19***

### ***Special Programs***

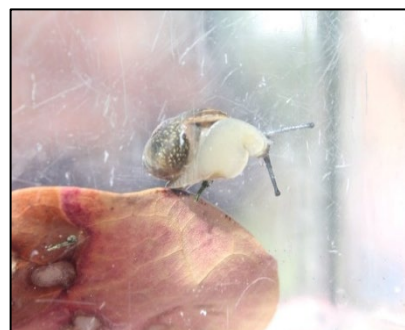
#### **Girl Scout Eco-Action Workshop: Outdoor Artist – March 14th**

The River Center held an Eco-Action Girl Scout workshop with 15 Daisy and Brownie girls completing their Outdoor Art Maker and Art Creator badges. From a blue sky to a bird’s song, nature gave them lots of ideas for art. Girls explored art outdoors, became nature interior designers, and created art designed with nature. Girls created fairy houses, wind chimes, fish prints, and musical instruments. This event allowed girls to look at things a little closer, trust their abilities, and to not be afraid to design and share art inspired by the outdoors.



#### **Blooming in the Garden – All About Snails – March 7<sup>th</sup>**

The theme this month was “All About Snails” for our Blooming in the Garden early learner family program. It included story time, snail-themed crafts, and an exploration of the River Center’s garden for a snail adventure. They did find several snails slugging around the garden as well as birds, butterflies, and bugs. We had twelve children and ten adults enjoy a morning of family learning, exploring, and having fun in nature!



### **Afterschool “Science with Sam”**

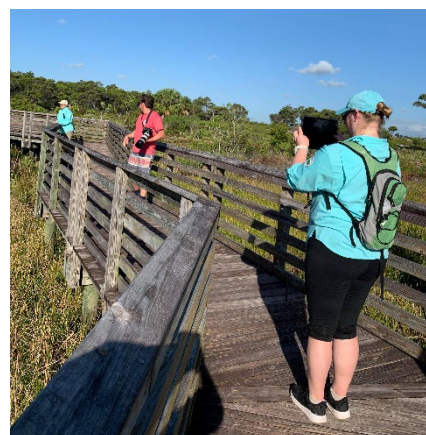
This is a brand new program being offered at the River Center on Wednesday afternoons. This program is possible with the addition of our Environmental Educator, Samantha Warwick. Students participate in scientific lessons and activities that further their knowledge and understanding of a specific subject. On March 4<sup>th</sup>, we did a science lesson on weather. We discussed different types of weather, how weather affects us, and why weather is important. After the lesson students made their own weathervane to test wind directions outside. Students asked weather based questions and participated in discussions about weather in our area.

Students learned about sharks and their senses by participating in a lesson followed by a hands-on game and hands on discovery of shark teeth and skin on March 11<sup>th</sup>. Students got a chance to feel the skin of our frozen shark and held fossilized shark teeth, a shark jaw and a stingray jaw. There were 28 participants between the two March Science with Sam classes.

The current science with Sam lessons were modified to online classes for students to view and participate at home, for the remainder of March. The online lessons focused on wastewater treatment, fungi, clouds and chemical reactions. These lessons are posted on our Facebook and YouTube pages for public access.

### **Virtual Education**

Due to the circumstances surrounding the COVID-19 virus, the River Center has implemented new ways to reach the community. We created virtual learning experiences for our social media followers to interact with our center. We started this endeavor with Megan doing virtual story time which was a big hit! Since then, we have crafted a schedule to put out a video each day. This schedule includes garden explorations, Science with Sam, reptile talks, and fish feedings. So far we have had a great response to our videos and hope to continue these experiences in the future even after we re-open, in some capacity.



### **Outreach**



#### **NatureScaping at MacArthur Beach State Park - March 7<sup>th</sup>**

On March 7<sup>th</sup> the River Center participated as an exhibitor at John D. MacArthur Beach State Park's 24<sup>th</sup> NatureScaping Outdoor Festival. With 1,500 visitors NatureScaping promotes native plants, native landscaping, and a joining together of nature lovers of all ages. This event was a free educational day of family fun, with native plant vendors, live animal shows, guest speakers, kayak obstacle course, children's activities, local environmental organizations, and live music and food!

#### **Gumbo Limbo Sea Turtle Day - March 7<sup>th</sup>**

On Saturday, March 7<sup>th</sup> the River Center participated in Sea Turtle Day at Gumbo Limbo Nature Center. This festival was celebrating the 35<sup>th</sup> anniversary of Gumbo Limbo Nature Center! Activities at the festival included discovery sessions throughout the day with nature talks and hands on activities, live music, environmentally-focused exhibitors, guided tours and food trucks! It was a great day at Gumbo Limbo and over 500 participants stopped by the River Center booth!





### **Teach the Beach Cleanup - March 8<sup>th</sup>**

On Sunday, March 8th the River Center partnered with Teach the Beach for their quarterly beach cleanup at Carlin Park. We first heard about this event through Chase Malcolm, the intern at the WildPine lab. He invited us to setup a River Center booth at the event, in hopes to spread the word about the center. It was a chilly day for a cleanup, but that didn't stop a dedicated group of volunteers from showing up and cleaning our little piece of paradise. We hope to partner with Teach the Beach on more projects like this in the future.

### ***Volunteer of the Month – Larry Altman***

Larry Altman is our March 2020 Volunteer of the Month. Larry is primarily an animal care volunteer, helping to feed the River Center's aquariums. He is pictured here with his buddy Igor. Larry target feeds (by hand) Igor every time he is here. He came with previous experience as a zoo volunteer in Pennsylvania. Larry retired 5 years ago from his marketing business in Philadelphia allowing him and his wife to become snowbirds wintering in Jupiter. Like clockwork, every Thursday Larry rides his bike to the River Center and is ready to go. Larry is non-stop from the time he walks into the Center, willing to help wherever needed. His quick wit and fantastic sense of humor allows for a fun and laid-back environment, making visitors feel at home. When Larry is not volunteering at the River Center you can find him exercising, playing tennis, cooking, and reading. Larry has been with the River Center since December 2019. He has currently donated over 50 hours of service. Larry is dedicated to volunteerism and the attitude of giving back and being part of a community. Thank you, Larry, for all you do!



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### ***Upcoming River Center Events***

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrcd.org](mailto:rivercenter@lrcd.org) or 561-743-7123

**ALL PROGRAMS HAVE BEEN CANCELLED THROUGH THE END OF APRIL**

**based on the “safer at home” order from Gov. DeSantis.**



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Travis Bains, CSHO, ENS, Safety Compliance Officer  
Date: April 6, 2020  
Subject: District Safety Report for March 2020

### Safety Metrics: March 2020

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **5.0** [TRIR Goal <4.4]

TRIR = Total Recordable Incident Rate

### Safety is a Core Value at LRD

*Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*



LRD Supervisors and its Safety Compliance Officer received valuable training on chainsaw use and safety from FL Dept of Agriculture and Consumer Services. Senior Forest Ranger Ed Aldrich taught a very informative class on the importance of proper chainsaw operation. The “Crew” was able to fell non-native trees at the Districts 20 acres site and learned various types of bends, binds, and pie cuts. Training was provided free of charge throughout FL for municipalities on hurricane debris removal.

### Safety Training

The focus on training for March was Building Evacuation and Emergencies and Emergency Action Plans. Life Safety Code 101 provides guidance and requires that workplaces provide evacuation plans for employees to protect from fires and disasters. OSHA standard 1910.38, Employee Emergency Plans and Fire Prevention Plans states a plan shall be developed and implemented for all existing structures. Our plans have been updated to indicate critical information including: exit direction, wind-sock location, fire pull alarm stations, fire extinguisher locations, and First Aid/AED location. LRD’s new plans will replace the existing plans and will be posted in the next few days. Special thanks to Juvenal Desousa for the CAD drawings and artwork. To date, 87.8% of the District employees have completed the mandatory training.

## **New Policy**

In February, the Board approved our new Near Miss Policy. I encourage all LRD employees to use the Near Miss Form, which is located on the Safety Intranet page, for reporting Near Misses. It is a simple form to understand and fill out. If there are any questions, please don't hesitate to contact me.

## **Hazard Analysis & Individual Accountability**

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Q's:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

This month the District Safety Officer worked with relevant staff to conduct targeted job hazard analyses for the following projects:

### **Cleaning Plant Lay-down Yard (debris removal) – Maintenance**

Primary Hazards: wildlife, dust, pinch-points, sharp edges

Safety Mitigation: safety glasses, leather gloves

Job Hazard Analysis: Toolbox Talk and Job site safety assessment conducted

### **Gas Free Tanks - Maintenance and Safety**

Primary Hazards: unknown suspended gas vapors in old tank, explosion, hot work, asphyxiation

Safety Mitigation: Gas Free using different types of gas monitoring equipment, purging air with inert gas for blanket of low oxygen, green tinted face-shield for torch-cutting, 20# ABC Fire Extinguisher, Fire-Watch

Job Hazard Analysis: Yes, and job site safety assessment and hot work permit.

### **Sewer Spill via Directional Driller (Indiantown and A1A) - Engineering, Collections, Construction, Safety**

Primary Hazards: *oncoming traffic*, trench safety, splash from raw sewage, moving machinery

Safety Mitigation: Maintenance of Traffic (MOT), reflective gear, situational awareness, communication, spotters for moving machinery, personal protective equipment

Job Hazard Analysis: Yes; Contractor JHA

### **Pulling of Pumps for Routine Maintenance – Collections and Maintenance**

Primary Hazards: Positioning of crane and outriggers, cleaning of pumps, cuts and abrasion on hands

Safety Mitigation: Soft soil stabilization for outriggers, type of gloves (leather while working with wire braided rope and nitrile while working with raw sewer), inspection of crane components, safety glasses (face shields), situational awareness, barricades

Job Hazard Analysis: Yes, and job site safety assessment conducted.

**Safety Quote of the Month:** *Do No Harm, Do Know Harm ...*

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: April 9, 2020

SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Shenkman, PA	\$6,257.50	\$67,669.80
Hazen	\$0	\$0
Holtz	\$50,979.37	\$98,454.55
Baxter & Woodman	\$8,371.67	\$67,829.55

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

J:\BOARD\Consult2020.docx

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Future Business



## Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Imperial Woods
- Preliminary Assessment - US1 Low Pressure
- Preliminary Assessment - Country Club Drive
- Preliminary Assessment - Thelma Avenue
- Preliminary Assessment - Whispering Trails

## Other:

- Lift Station 82 Conversion
- CCNA Professional Consulting Services
- CCNA Architect & Landscaping Engineering
- Lift Station Telemetry - Engineering Contract