

Regular Meeting of the  
**Board of Trustees of the Utah Transit Authority**

Wednesday, January 16, 2019, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b> |
| <b>3. Safety First Minute</b>   | <b>Dave Goeres</b>               |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                 |
| <b>5. Approval of January 9, 2019 Board Meeting Minutes</b>   | <b>Chair Carlton Christensen</b> |
| <b>6. 2018 4<sup>th</sup> Quarter Investment Report</b>   | <b>Bob Biles</b>                 |
| <b>7. Agency Report</b>   | <b>Steve Meyer</b>               |
| <b>8. R2019-01-03 Adopting the Amended Utah Transit Authority Employee 457 Deferred Compensation Plan</b> | <b>Chair Carlton Christensen</b> |
| <b>9. Contracts, Disbursements &amp; Change Orders</b>  |                                  |
| a. Change Order: On-Call Maintenance for Weber-Davis-Tooele Bus Stops Phase III (Stacy and Witbeck)       | Eddy Cumins                      |
| b. Contract: Eco Trip Rewards, Trip-Based Agreement (IHC Health Services, Inc.)                           | Monica Morton                    |
| c. Contract: Eco Pass Agreement (Church of Jesus Christ of Latter-Day Saints)                             | Monica Morton                    |
| <b>10. Discussion Items</b>   |                                  |
| a. Project X  | Dave Goeres                      |
| <b>11. Other Business</b>   | <b>Chair Carlton Christensen</b> |
| a. Next meeting: January 23, 2019 at 9:00 a.m.  | Chair Carlton Christensen        |

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**12. Closed Session**

**Chair Carlton Christensen**

- a. Discussion of the character, professional competence, or physical or mental health of an individual

**13. Adjourn**

**Chair Carlton Christensen**

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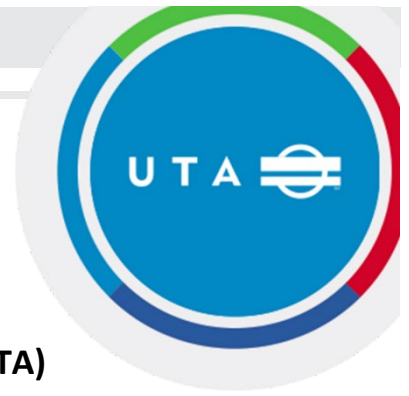
**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com).

**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [callredge@rideuta.com](mailto:callredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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# Alert Today Alive Tomorrow





**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
January 9, 2019**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook

**Board Members Excused/Not in Attendance:**

Also attending were members of UTA staff, as well as interested citizens and members of the media.

**Welcome and Call to Order.** Chair Christensen welcomed attendees and called the meeting to order at 9:02 a.m. with two board members present. Kent Millington, nominee to the UTA Board of Trustees representing Utah and Tooele counties, was also in attendance. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

**Safety Minute.** Chair Christensen yielded the floor to Sheldon Shaw, UTA Manager of Safety, for a brief safety message.

**Approval of December 12, 2018 Board Meeting Minutes.** A motion to approve the December 12, 2018 Board Meeting Minutes was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

**Public Comment Period.** Public comment was submitted online by Anna Beckstrom. Ms. Beckstrom expressed concerns with FrontRunner delays, seating capacity during peak periods, and temperature control in cars. She also thanked the agency for its safety presence on rail and bus.



**Agency Report.** Steve Meyer, UTA Interim Executive Director, delivered a report via telephone highlighting the following:

- Emergency executive execution of a grant with Rocky Mountain Power in the amount of \$500,000 for electric bus charging station infrastructure

**November 2018 Financial Report.** Bob Biles, UTA Vice President of Finance, reviewed the November 2018 Financial Report. Questions on ridership, budget variances, diesel fuel costs on bus vs. rail, and propulsion power were posed by the board and answered by Mr. Biles.

A motion to accept the November 2018 Financial Report was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

**Annual Transit-Oriented Development Report & Real Estate Inventory.** Paul Drake, UTA Senior Manager of Real Estate & Transit-Oriented Development, reviewed the board policy relative to compliance on transit-oriented development and real estate reporting. He then summarized the status of UTA's current transit-oriented development projects and real estate inventory. Questions related to capital investment on UTA properties, return on project investments, surplus property, property acquisition, and corridor rights of way were posed by the board and answered by Mr. Drake.

A motion to accept the report and inventory was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

**R2019-01-01 Establishing the Authority's Organizational Structure, Appointing Officers, and Setting Compensation for District Officers and Employees.** Chair Christensen explained the board's intent regarding the function of the executive director and outlined proposed organizational structure changes to the agency. He then referenced UTA's salary structure. Discussion ensued. Trustee Holbrook summarized the board process in determining the organizational structure. Mr. Meyer expressed support for the proposed changes.

A motion to approve R2019-01-01 with an amendment to incorporate some minor title changes was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**R2019-01-02 Authorizing the Purchase of Real Property (Parcels 140:B).** Mr. Drake summarized the transaction, which involves a property owned by Garff Properties-Orem, LLC, located at 165 East University Parkway in Orem needed for construction of the Utah Valley Express (UVX) line. The total purchase price for the property is \$218,402. Discussion ensued.

Questions on the finality of the property purchase, budget, and administrative costs included in the transaction were posed by the board and answered by Mr. Drake.

A motion to approve R2019-01-02 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

### **Contracts, Disbursements & Change Orders.**

**Change Order: On-Call Maintenance (Stacy and Witbeck).** Eddy Cumins, UTA Acting Vice President of Operations, Capital & Assets, explained the change order, which will fund the removal and reconstruction of the 150 South TRAX interlocking reconstruction. Discussion ensued. A question on the construction schedule was posed by the board and answered by Mr. Cumins.

A motion to approve the on-call maintenance change order was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**Change Order: Records Management System (Cities Digital).** Kim Ulibarri, UTA Chief People Officer, explained the change order which is to add features and licenses to the next phase of the implementation of Laserfiche, a records management software product. A question on the efficiency of the new system and integration of the next phase were posed by the board and answered by staff.

A motion to approve the records management system change order was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**Contract: Security Services for Fares Collection (Allied Universal).** Monica Morton, UTA Director of Fares, described the contract, which funds security services related to fares collection. Questions on using UTA police for this function and contract terms were posed by the board and answered by Ms. Morton. Chair Christensen requested a cost benefit analysis of using UTA police for this service rather than security.

A motion to approve the security services contract was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**Pre-Procurements.** Mr. Meyer informed the board about the intent to procure services for the replacement of the TC-1 time keeping modules in the JD Edwards software. A question on

whether the procurement was included in the budget was posed by the board and answered by staff.

#### **Discussion Items.**

**Transit-Oriented Development Process.** Mr. Drake provided information on UTA's transit-oriented development (TOD) process. He distributed and reviewed a flow chart depicting the planning, implementation, and management process for the agency's TOD projects. The process includes regular decision points from the board. Discussion ensued. Questions on the number of sites available for TOD per legislation, advisory board role, site selection timeline, and communication of the TOD site selection timeline and process to community partners were posed by the board and answered by Mr. Drake. As part of the discussion, Mr. Drake also distributed a draft TOD process timeline specific to this year. Chair Christensen directed staff to present the TOD process to UTA's local advisory board at its next meeting.

#### **Other Business.**

**Utah County Service Level Agreement.** Trustee Holbrook noted Utah County's approval of a fourth quarter cent sales tax. When the funding was approved, UTA agreed to enter into a service level agreement with the county outlining the intended use of these additional funds.

**Next Meeting.** The next meeting of the board will be on Wednesday, January 16, 2019 at 9:00 a.m.

**Closed Session.** The closed session discussion was deferred to a future meeting.

**Adjournment.** The meeting was adjourned at 10:26 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
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801.237.1945

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/507609.html> for entire content.*

*This document along with the digital recording constitute the official minutes of this meeting.*

## Utah Transit Authority

### Investment Portfolio

December 31, 2018

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
FHLB 2.000%	313380GJ0	\$ 5,015,494.44	9/25/2017	9/9/2022	1.953%	\$ 97,861
FHLB 2.000%	313380GJ0	\$ 5,011,255.56	9/29/2017	9/9/2022	1.976%	\$ 98,892
FHLB 2.000%	313380GJ0	\$ 5,011,405.56	9/29/2017	9/9/2022	1.975%	\$ 98,863
FHLB 2.000%	313380GJ0	\$ 5,008,311.11	10/10/2017	9/9/2022	2.001%	\$ 100,167
FAMCA 1.800%	3132X0WX5	\$ 4,952,250.00	10/11/2017	8/26/2022	2.051%	\$ 102,670
FFCB 2.08%	3133EHM91	\$ 4,992,900.00	11/1/2017	11/1/2022	2.110%	\$ 105,623
FHLB 2.030%	3130ACS96	\$ 4,982,373.61	11/14/2017	11/7/2022	2.113%	\$ 105,774
FFCB 2.08%	3133EHM91	\$ 4,987,466.67	11/22/2017	11/1/2022	2.110%	\$ 105,623
		\$ 39,961,456.95				

Zions Capital Advisors	\$ 27,878,338.14	2.751%	\$ 766,933
Zions Bank	\$ 17,291,805.65	2.470%	\$ 427,108
Public Treasurer's Investment Fund	\$ 141,692,797.48	2.770%	\$ 3,924,890
<b>Total Investments</b>	<u>\$ 226,824,398.22</u>		<u>\$ 5,934,404</u>

#### Rates as of Last Trading Day of

	<u>October</u>	<u>November</u>	<u>December</u>
Zions Capital Advisors	2.508%	2.580%	2.751%
Public Treasurer's Investment Fund	2.610%	2.700%	2.770%
Benchmark Return*	2.340%	2.370%	2.450%

\*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

#### Investments Purchased October 1 through December 31, 2018

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

#### Investments Sold October 1 through December 31, 2018

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY ADOPTING THE AMENDED UTAH TRANSIT AUTHORITY EMPLOYEE  
457 DEFERRED COMPENSATION PLAN**

2019-01-03

January 16, 2019

WHEREAS, the Utah Transit Authority (the “Authority”) is a public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities-Local Districts Act and the Utah Public Transit District Act;

WHEREAS, the Board has previously adopted a prototype plan drafted by ICMA-RC as the Utah Transit Authority Employee 457 Deferred Compensation Plan (the “Plan”) as established in Resolution No. 2017-09-03 dated September 27, 2017; and

WHEREAS, the Board desires to make amendments to the Plan to create a uniform Plan for the Authority’s employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board adopts the ICMA Retirement Corporation Prototype 457 Deferred Compensation Plan attached as Exhibit A as the Utah Transit Authority Employee Deferred Compensation Plan with the following amendments:
  - a. The Administrator of the Plan shall be the Pension Committee.
  - b. The Trustee of the Plan shall be the Pension Committee.
  - c. If an Employee defers at least 2% of salary to the Plan during the period the employee is a plan participant, then the Employer shall deposit to the Plan \$2.00 for every \$3.00 deferred by the Employee, up to a maximum of 2% of the Employee’s Includible Compensation. Such deferred compensation shall be deposited at the beginning of the year following the end of the Plan year. If an Employee terminates or retires, the additional compensation will be deposited into their deferred account at the same time all final compensation payments are made.
  - d. The last sentence in Article I, Purpose is amended to state: “The Employer Adopts the Group Trust created by the Declaration of Trust of VantageTrust Company for funds held by ICMA-RC and adopts an insurance contract for funds held by Mutual of America.”

- e. Article II. Definitions. Section 2.08 Employee, of the Plan is amended to read:  
“Section 2.08 Employee: Each person who is a full-time employee, part-time employee or full-time temporary employee, excluding employees classified as an external trainee, intern, or part-time temporary employee.”
  - f. Article II. Definitions. Section 2.09 Employer, is amended to read:  
“Section 2.09 Employer: Utah Transit Authority, which is a political subdivision of the State of Utah, as described in Section 457(e)(1)(A) of the Code.”
  - g. Article II. Definitions is amended to read:  
“Section 2.20 Spouse: Spouse shall mean the person who is married to the Employee in a civil or religious ceremony recognized under the laws of the state or jurisdiction where the marriage was contracted. An Employee is not considered to have a Spouse for purposes of the Plan as a result of any common law marriage, registered domestic partnership, civil union or similar relationship whether or not such common law marriage, partnership, civil union or other relationship is recognized by applicable state law.”
  - h. Article VII. Benefits. Section 7.10 In-Service Distribution of Rollover Contributions is not adopted as part of the Plan.
  - i. Article VII. Benefits. Section 7.14 Distribution for Health and Long-Term Care Insurance for Public Safety Officers is not adopted as part of the Plan.
  - j. Article VIII. Loans to Participants is not adopted as part of the Plan.
2. That this Resolution supersedes Resolution No. 2017-09-03 dated September 27, 2017, and shall stay in force and effect until rescinded, amended, or superseded by further action of the Board.
  3. That the Board formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
  4. That the corporate seal be attached hereto.

Approved and adopted this 16<sup>th</sup> day of January, 2019.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

Exhibit A



# 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST



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# 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

## Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of VantageTrust Company.

## Article II. Definitions

- 2.01 **Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 **Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.
- 2.03 **Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator

detailing features of the Plan and any elections as to the administration of the Plan.

- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.
- For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).
- 2.06 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.
- 2.07 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.08 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.09 Employer.** \_\_\_\_\_ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.
- 2.10 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.11 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.12 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by

reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

**2.13 Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

**2.14 Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

**2.15 Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

**2.16 Percentage Limitation.** 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

**2.17 Plan Year.** The calendar year, unless otherwise elected by the Employer.

**2.18 Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the

Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.19 **Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

### Article III. Administration

- 3.01 **Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 **Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

### Article IV. Participation in the Plan

- 4.01 **Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 **Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.
- 4.03 **Automatic Enrollment.**
- (a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these



automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

- (1) **Eligible Automatic Contribution Arrangement (“EACA”).** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.
- (2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee’s pay and contributed to the Plan as Deferred Compensation.
- (3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.
- (4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.
- (5) **Default Rate.** The percentage of a Covered Employee’s compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

- (1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee’s compensation for that pay period. If the Employer elects, a Covered Employee’s Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.
- (2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee’s behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee’s pay, shall be deemed a request for distribution of the Covered Employee’s Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

- (1) Except as provided in (2), below, if the Employer has elected to have Covered Employees’ Default

Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

- (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

- (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.
- (2) The notice must accurately describe:
  - (i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
  - (ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;
  - (iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
  - (iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

- (1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.
- (2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.

- (4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

**4.04 Vesting of Employer Contributions.** If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

## Article V. Limitations on Deferrals

**5.01 Normal Limitation.** Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

**5.02 Catch-Up Limitations.**

- (a) **Catch-up Contributions for Participants Age 50 and Over:** A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
  - (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
  - (2) The excess (if any) of:
    - (i) The Participant's Includible Compensation for the year, or
    - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) **Last Three Years Catch-up Contribution:** For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
  - (1) The 457 Catch-Up Dollar Limitation, or
  - (2) The sum of

- (i) The Normal Limitation for the taxable year, and
- (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

**5.03 Sick, Vacation and Back Pay.** If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

**5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

**5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

**5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

- 5.07 **Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).
- 5.08 **Benefit Accruals with Respect to Differential Wage Payments.** Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

## Article VI. Trust and Investment of Accounts

- 6.01 **Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.
- 6.02 **Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
  - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.
  - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
  - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

**6.03 Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

**6.04 Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**6.05 Investment Funds.** In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall



not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

**6.06 Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

**6.07 Participant Loan Accounts.** Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

**6.08 Crediting of Accounts.** The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

**6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.**

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;



- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

#### **6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.**

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
  - (1) The Employer's other plan provides that such transfer will be made;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
  - (1) The Employer's other plan provides that such transfer will be accepted;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

#### **6.11 Eligible Rollover Distributions.**

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions:*

- (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.
- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.
- (3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

- (1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a

“designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a “designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).
- (4) If the dates noted above are modified by the Employer’s prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer’s prior plan document.

**6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit.** All or a portion of a Participant’s Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

**6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs.** For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

**6.14 Employer Liability.** In no event shall the Employer’s liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant’s Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

## **Article VII. Benefits**

### **7.01 Retirement Benefits and Election on Severance Event.**

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant’s Account shall commence as of a Participant’s Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of

the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.

- (b) *Loans*: Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

**7.02 Payment Options.** As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One (1) lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

**7.03 Limitation on Options.** A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than \$100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

**7.04 Minimum Required Distributions.** Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the

Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

- (a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.
- (b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

#### 7.05 Time and Manner of Distribution.

- (a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.
- (b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:
  - (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
  - (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually



commence.

- (c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

#### **7.06 Required Minimum Distributions During Participant's Lifetime.**

- (a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
  - (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
  - (2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

#### **7.07 Required Minimum Distributions After Participant's Death.**

- (a) *Death On or After Date Distributions Begin.*
  - (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
    - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
    - (ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years

after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

- (iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

- (1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

**7.08 Definitions.**

- (a) *Designated Beneficiary.* The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.
- (b) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

- (c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.
- (d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

#### 7.09 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.
- (c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.



**7.10 In-Service Distribution of Rollover Contributions.** Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

**7.11 In-Service Distribution to Participants Age 70½ or Older.** Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

**7.12 Distribution of De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution:* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than \$1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

(b) *Voluntary Distribution:* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

**7.13 Deemed Severance from Employment.**

(a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.

(b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.

(c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee

Contributions set forth in subsection (b).

**7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.**

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term “Eligible Retired Public Safety Officer” means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term “Public Safety Officer” has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.
- (c) The term “Qualified Health Insurance Premiums” means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

**7.15 EESA Provisions.** The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 (“EESA”) shall apply to the Plan.

**7.16 KETRA and GOZA Provisions.** The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 (“KETRA”) and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

## **Article VIII. Loans to Participants**

**8.01 Availability of Loans to Participants.**

- (a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

**8.02 Terms and Conditions of Loans to Participants.** Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably

equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.

- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:
  - (1) \$50,000, reduced by the excess (if any) of
    - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over
    - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
  - (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
  - (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;
  - (2) rules relating to reamortization of loans; and
  - (3) rules relating to refinance of loans.

### 8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the

provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

## Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

**9.01 Definitions.** The following definitions shall apply for purposes of this Article IX.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.
- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:
  - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
  - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

**9.02 Permitted Roth Elective Deferrals**

- (a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

### 9.03 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

### 9.04 Direct Rollovers

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.
- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

### 9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection



with an election to make an In-Plan Roth Conversion.

- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

**9.06 Availability of Loans from Designated Roth Accounts.** A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

## **Article X. Non-Assignability**

**10.01 General.** Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

**10.02 Domestic Relations Orders.**

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.

- (b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

**10.03 IRS Levy.** Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

**10.04 Mistaken Contribution.** To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

**10.05 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

**10.06 Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.



## **Article XI. Relationship to Other Plans and Employment Agreements**

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

## **Article XII. Amendment or Termination of Plan**

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

## **Article XIII. Applicable Law**

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

## Article XIV. Miscellaneous Items

**14.01 Gender and Number.** The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

**14.02 Electronic Communication and Consent.** Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

### DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to,

resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY



ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)  
BRC000-28794-0416

## Detailed Contract Description & Purpose

**Board Review Date:** 1/16/2019

**Document Type:** Change Order

**Action Requested:** Motion to approve the contract or change order

**Criteria:** New total contract value is \$200,000 - \$999,999, and Change-order is > 15%

**Contract Title:** On-Call Maintenance - Weber-Davis-Tooele Bus stops Phase III

**Contract #** 16-1846TP

**Project Manager:** Grey Turner

**Contract Administrator:** Teresa Pickett

**Impacted Areas:** Weber, Davis, & Tooele Counties

**Included in budget?** Yes

**Procurement method:** Best value (RFP)

**Contractor:** Stacy and Witbeck

**Sole-Source Reason:** N/A

**Qty & Unit price**

**Change Order Value**

**Total Contract Value** \$250,000

**Contract term (Months)** 4

**Contract Start Date** 1/1/2018

**Contract options (Months)** 0

**Contract End Date:** 4/30/2019

**Number of responding firms:** N/A

**\$ Value of Next Lowest Bidder** N/A

### **General Description & Purpose:**

Task Order #68. This is for construction of 2 bus stops in Centerville, 1 in Fruit Heights, 2 in West Haven, 6 in Bountiful, 2 in West Bountiful, 4 in Kaysville, 1 in Centerville, 1 in Pleasant View and 4 in Tooele. The Task Order will go to the board on the January 16th 2019 Board meeting. The cost split is \$28,911 for Tooele County, \$63,965 for Weber County, \$152,224 for Davis County and \$4,900 contingency.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

**Attachments:** Contract routing sheet attached? Yes

Other attachments? (list)





# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

1) Contract/P.O. No. **16-1846TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**  
Project Manager: **Grey Turner**

2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Other \_\_\_\_\_  G. Renewal  H. Services  I. Task Orders

3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_

4) Contract Title **2018 Weber / Davis & Tooele UTA Bus Stops Phase III**

5) Description / Purpose **Task Order 68 to the On-Call Maintenance contract.**  
(of contract or project)

6) Contractor Name **Stacy and Witbeck, Inc.**

7) Effective Dates Beginning: **12/10/18** Ending: **04/30/19**

8) Option to renew?  Yes  No Renewal terms **N/A**

## FINANCIAL SECTION

9) Total Board Approval Amount: \$ **250,000.00**

9a) Current Contract Value: \_\_\_\_\_

9b) Amendment Amount: \_\_\_\_\_

9d) New Contract Value (including all amendments) \_\_\_\_\_

9e) Is the amount an estimate?  Yes  No  
(Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? **Unit costs and provisional sums Tooele \$28,911, Weber \$63,965, Davis \$152,224 and \$4,900 contingency**

10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring

11) Account Code **40-3155.68912, 40-3156.68912 & 40-3173.68912** Capital Project Code **MSP15518, MSP15618 & MSP17318**

12) Budgeted?  Yes  No Budget amount: \$ **250,000.00**

13) Will this contract require support from another department?  Yes  No

14) If so, is the other department(s) aware of this contract and the required support?  Yes  No

15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<b>BWS</b>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>BS</b>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GT</b>	<u>Grey Turner</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>MD</b>	<u>Mary DeLoretto</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

**TASK ORDER NO. 68**

**TASK ORDER NAME: 2018 Weber / Davis & Tooele UTA Bus Stops Phase III**

**PROJECT CODE: MSP15518, MSP15618 & MSP17318**

This Task Order No. 68 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30<sup>th</sup>, 2016.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #~~56~~<sup>68</sup> is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is April 30<sup>th</sup>, 2019. The Revenue Operations Dates for this Task is April 30<sup>th</sup>, 2019. The Final Acceptance Date for this Task is April 30<sup>th</sup>, 2019.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$250,000.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
W. Steve Meyer, Interim Exec. Director Date

By: \_\_\_\_\_

By: Mary DeLoretto 12/17/18  
Mary DeLoretto, Director of Capital Projects Date

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

By: Grey Turner 12/17/18  
Grey Turner, Sr. Program Manager Date

Approved As To Form  
[Signature]  
UTA Legal Counsel

On-Call Maintenance Contract # UT16-1846TP



# Stacy and Witbeck

November 26, 2018  
OCS

Mr. Gregg Larsen  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84104

Reference: On-Call Maintenance Contract  
Contract No.: 16-1846TP

Subject: 2018 UTA Bus Stops – Phase 3 – Davis and Weber County

Dear Gregg:

We are pleased to provide the attached pricing proposal for unit price cost estimate for the 2018 UTA Bus Stops Phase 3 bus stops in Davis and Weber Counties. This scope will be billed based on actual quantities performed up to a total of the contract value; additional change orders may be required.

On the third page of this document we have the anticipated costs for each individual stop to be constructed grouped by the respective county the stop is located within. This will provide an approximation of the total dollars to be expected by each county.

Exclusions:

- Railroad Protective Insurance
- Insurance deductibles
- Overtime/Premium Wage
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- HAZMAT and Contaminated Material Testing and Remediation

Clarifications:

- Please see detailed list of each bid item below
- Pricing is based on unit pricing per the bid items, as-built quantities will be provided with monthly billings for this task order.
- The unit costs for each bid item includes the costs of insurance, bond, field supervision, and risk at the agreed upon rates.
- The unit rate provisional sum bid items for daily traffic control, and traffic control drawings will be billed at the unit rate shown and based on the quantities required; back-up will be provided for quantities. It has been assumed that each bus stop will need 2-3 days each of traffic control.

# Stacy and Witbeck

- The permits & fees, landscape restoration, concrete winterization, utility conflicts, and additional scope provisional sum items are pass through items. The billing for these provisional sum bid items will be for actual costs (time and materials) plus bonds, insurance, risk and contractor fee.
- We have included time to punchlist and clean-up each of the bus stops.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition and be relocated as part of the utility conflict provisional sum.
- We have not included any design costs for this scope of work. If additional design is required for permitting beyond what was furnished by UTA.
- No as-built drawings are being provided as part of this scope of work. If a stop requires major scopes of work that are not included in the pricing below (retaining walls, PCCP, large excavations or fills, etc.) That bus stop and layout will need to be priced on an individual basis.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

## Summary of estimated costs allocated to each county:

- Please see attached anticipated costs per bus stop grouped by county.
- Provisional sum items have not been allocated to the anticipated cost to each bus stop.
- Cost per stop are estimated, and will be billed per the unit rates below and actual quantities completed.

**Tooele County: \$28,911.00**  
**Davis County: \$152,224.00**  
**Weber County: \$63,965.00**

## Summary of Costs and Scope for each item:

### Mobilization

**Bid Item 10000 - Mobilization - Unit Cost of \$795.00 Each Location** - The scope of this bid item includes the cost of equipment transportation to and from the project site. This item also includes portable restroom facilities and site cleanup.

### Removals

**Bid Item 21000 - Relocate Existing Bus Stop Sign - Unit Cost \$181.00 per Location** - Includes the removal and reinstallation of the existing bus stop sign into the new concrete stop.

**Bid Item 21100 - Remove Existing Bus Stop Sign, Bench, & Trash Can- Unit Cost \$267.00 per Location** - Includes removal of the existing bus stop sign, bench, and trash can.

**Bid Item 21200 - Remove Existing Bus Stop Shelter – To Dump - Unit Cost \$699.00 per Location** - Includes the equipment and labor necessary to remove the existing bus stop shelter, haul and disposal costs are included.



# Stacy and Witbeck

**Bid Item 22000 - Remove Existing Sidewalk - Unit Cost \$5.00 per SF** - Includes sawcutting and removal of existing concrete sidewalk. Includes haul off and off-site disposal of excavated concrete.

**Bid Item 23000 - Remove Existing Curb & Gutter - Unit Cost \$14.00 per LF** - Includes sawcutting and removal of existing concrete curb and gutter. Includes haul off and off-site disposal of excavated concrete.

**Bid Item 24000 - Remove Asphalt Pavement - Unit Cost \$3.00 per SF** - Includes sawcutting and removal of existing asphalt pavement. Includes haul off and off-site disposal of excavated asphalt pavement.

## Excavation & Grading

### **Excavation & Grading - Unit Cost \$230.00 per CY**

Includes excavation to subgrade elevation for concrete and asphalt pavement sections. Includes clearing and grubbing, haul off and off-site disposal of excavated grubbing and excavated soils. Includes subgrade preparation and compaction.

### **Aggregate Base Course - Unit Cost \$405.00 per CY**

Includes aggregate base furnished, placed and compacted underneath concrete flatwork, concrete curbs and asphalt pavement.

## Concrete & Asphalt

**Bid Item 41000 - Concrete Bus Shelter Pad and Sidewalk - 4" Thick - Unit Cost \$11.00 per SF** - Includes all formwork, materials and labor to install 4" thick concrete bus pads. This also includes sidewalks that are 4" thick.

**Bid Item 42000 - Concrete Bus Shelter Pad and Sidewalk - 6" Thick - Unit Cost \$15.00 per SF** - Includes all formwork, materials and labor to install 6" thick concrete bus shelter pads. This also includes sidewalks that are 6" thick.

**Bid Item 43000 - Patterned Concrete Pad - 6" Thick - Unit Cost \$17.00 per SF** - Includes all formwork, materials and labor to install 6" thick concrete bus pads with stamped pattern.

**Bid Item 44000 - Driveway Approach - 6" Thick - Unit Cost \$15.00 per SF** - Includes all formwork, materials and labor to install 6" thick new driveway approaches/tie-ins.

**Bid Item 45000 - Concrete Curb & Gutter Type "A" & "E" - Unit Cost \$38.00 per LF** - Includes all formwork, materials and labor to install concrete curb & Gutter Type "A" & "E".

**Bid Item 46000 - Concrete Curb & Gutter UDOT Type "B1" - Unit Cost \$38.00 per LF** - Includes all formwork, materials and labor to install concrete curb & Gutter Type "B1".

# Stacy and Witbeck

**Bid Item 47000 - Concrete Curb Wall- Less than 1 FT- Unit Cost \$47.00 per LF** - Includes all formwork, materials and labor to install curb walls up to 1 FT in height. Walls over 1 FT will need to be priced as part of the additional scope provisional sum.

**Bid Item 48000 - Hot Mix Asphalt Sub Mobilization - Unit Cost \$1,250.00 per EA** - Includes mobilization of paving sub to project site.

**Bid Item 49000 - Hot Mix Asphalt ½" Mix - Unit Cost \$201.00 per TON** - Includes hot mix asphalt ½" mix furnished, placed and compacted minimum of 5" thick.

## **Fee (5.25%)**

**Bid Item 100000 - Fee (5.25%)** - This 5.25% contractor's fee will be charged on the total cost for the above unit prices for each billing based on the quantities of work performed. This is the agreed to fee that is part of the new On Call Services Contract.

## **Unit Rate Provisional Sums**

**Bid Item 210000 - Traffic Control UDOT Daily Rate- Unit Cost \$775 per DAY (Provisional Sum)** - The billing for this provisional sum bid item will be for actual quantiles performed. UDOT roads require UDOT permit, Stamped Traffic Control Drawings, and a large amount of traffic control.

**Bid Item 220000 - Traffic Control Non-UDOT Daily Rate- Unit Cost \$395 per DAY (Provisional Sum)** - The billing for this provisional sum bid item will be for actual quantiles performed.

**Bid Item 230000 - Traffic Control Drawings- Unit Cost \$600 per EA (Provisional Sum)** - The billing for this provisional sum bid item will be for actual quantiles performed. UDOT roads require UDOT permit, Stamped Traffic Control Drawings, and a large amount of traffic control. SWI expects to require 2 sheets per UDOT location.

**Bid Item 240000 - Bus Stop Layout Engineering- Unit Cost \$1,400 per EA (Provisional Sum)** - The billing for this provisional sum bid item will be for actual quantiles performed. This bid items is per bus stop location. It is for the site engineering of fitting UTA's provided standard bus stop designs to each location and making each stop ADA compliant. This item will only be charged to when a bus stop does not have a design drawing.

## **Time & Material Provisional Sums**

**Bid Item 310000 - Permits & Fees - Unit Cost \$10,000 PS (Provisional Sum)** - The billing for the permits and fees provisional sum bid item will be for actual costs plus bonds, insurance, risk and contractor fee.

**Bid Item 320000 - Landscape Restoration - Unit Cost \$30,000 PS (Provisional Sum)** - The billing for the landscape restoration provisional sum bid item will be for actual costs plus bonds, insurance, risk and contractor fee.

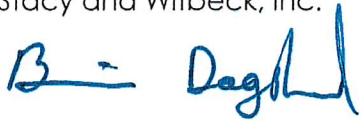
# Stacy and Witbeck

**Bid Item 330000 - Concrete Winterization - Unit Cost \$10,000 PS (Provisional Sum)** - The billing for the concrete winterization provisional sum bid item will be for actual costs plus bonds, insurance, risk and contractor fee. This is for the cost of blankets, heaters, and maintenance of the concrete winterization.

**Bid Item 340000 - Utility Conflicts - Unit Cost \$5,000 PS (Provisional Sum)** - The billing for the utility conflicts provisional sum bid item will be for actual costs plus bonds, insurance, risk and contractor fee.

The total price for this scope of work is a not to exceed **\$250,000.00**. If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Brian Dagsland  
Project Manager



11/26/2018

2018 UTA Bus Stops - Phase 3 - Davis County and Weber County

\*\*\* Brian Dagsland, BD

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10000	Mobilization Per Bus Stop	1	EA	\$ 795	\$ 795.00
<b>REMOVALS</b>					
21000	Relocate Sign	1	EA	\$ 181	\$ 181.00
21100	Remove Sign, Bench, & Trash Can	1	EA	\$ 267	\$ 267.00
21200	Remove Shelter - To Dump	1	EA	\$ 699	\$ 699.00
22000	Remove Existing Sidewalk	1	SF	\$ 5	\$ 5.00
23000	Remove Existing Curb & Gutter	1	LF	\$ 14	\$ 14.00
24000	Remove Asphalt Pavement	1	SF	\$ 3	\$ 3.00
<b>EXCAVATION &amp; GRADING</b>					
31000	Excavation & Grading	1	CY	\$ 230	\$ 230.00
32000	Aggregate Base Course	1	CY	\$ 405	\$ 405.00
<b>CONCRETE &amp; ASPHALT</b>					
41000	Conc. Bus Shelter Pad & Sidewalk - 4" Thick	1	SF	\$ 11	\$ 11.00
42000	Conc. Bus Shelter Pad & Sidewalk - 6" Thick	1	SF	\$ 15	\$ 15.00
43000	Patterned Conc. Pad- 6" Thick	1	SF	\$ 17	\$ 17.00
44000	Driveway Approach- 6" Thick	1	SF	\$ 15	\$ 15.00
45000	Type A & E Curb & Gutter	1	LF	\$ 38	\$ 38.00
46000	UDOT Type B1 Curb & Gutter	1	LF	\$ 38	\$ 38.00
47000	Concrete Curb Wall- Less than 1 FT	1	LF	\$ 47	\$ 47.00
48000	Hot Mix Asphalt Sub Mobilization	1	EA	\$ 1,250	\$ 1,250.00
49000	Hot Mix Asphalt 1/2" Mix- Min. 5" Thickness	1	TON	\$ 201	\$ 201.00
100000	Fee (5.25%)	1	LS		

**UNIT RATE PROVISIONAL SUMS**

210000	UDOT Traffic Control- Daily Rate- PROV. SUM	1	DAY	\$ 775	\$ 775.00
220000	Non-UDOT Traffic Control- Daily Rate- PROV. SUM	1	DAY	\$ 395	\$ 395.00
230000	Traffic Control Drawings- PROV. SUM	1	EA	\$ 600	\$ 600.00
240000	Bus Stop Layout Engineering - PROV. SUM	1	EA	\$ 1,400	\$ 1,400.00

**TIME & MATERIAL PROVISIONAL SUMS**

310000	Permits & Fees- PROV. SUM	1	PS	\$ 10,000	\$ 10,000.00
320000	Landscape Restoration- PROV. SUM	1	PS	\$ 30,000	\$ 30,000.00
330000	Concrete Winterization- PROV. SUM	1	PS	\$ 10,000	\$ 10,000.00
340000	Utility Conflicts- PROV. SUM	1	PS	\$ 5,000	\$ 5,000.00

**Bid Total Not To Exceed**

=====> **\$250,000.00**

\*\*Notes:

Items in italics are Non-Additive.

Next Line Pricing	City	Location	Sub	Relocate Sign			Remove Sign, Trunk			Relocate Shelter-co			Linc. Sidewalk		Dist. CLK		Asphalt Removal		Excavation & Grads		App Base Course		4" Pad		5" Pac		CKG		Curb Wall		Misc Asphalt Sub		Net New Asphalt		Non-ROAD TC					
				EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA		
Not Done Original	Davis	Camdenville	255 North Main	1	\$795.00																																			
Not Done Original	Davis	Camdenville	611 North Main Street	1	\$795.00																																			
Not Done Original	Davis	Fruit Heights	641 South Mountain Rd	1	\$795.00																																			
Not Done Original	Webster	West Haven	1330 West 11th Street	1	\$795.00																																			
Not Done Original	Webster	West Haven	1677 West 11th Street	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	423 South 400 East	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	423 South 400 East Phase II	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	560 West 400 North	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	142 West 3600 North	1	\$795.00																																			
Not Done Original	Davis	West Mount Airy	One North 500 West (L-89)	1	\$795.00																																			
Not Done Original	Davis	West Mount Airy	268 North 500 West (L-89) Phase II	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	508 South Main St.	1	\$795.00																																			
Not Done Original	Davis	Mount Airy	481 South Main St (Build in 2019)	1	\$795.00																																			
Not Done Original	Davis	Rayville	1161 South Main St (20-273) (Build in 2019)	1	\$795.00																																			
Not Done Original	Davis	Rayville	879 South Main St (20-273) (Build in 2015)	1	\$795.00																																			
Not Done Original	Davis	Rayville	579 South Main St (20-273) (Build in 2015)	1	\$795.00																																			
Not Done Original	Davis	Camdenville	677 South Main St (20-273) (Build in 2015)	1	\$795.00																																			
Not Done Original	Davis	Camdenville	41 West 1100 North	1	\$795.00																																			
Not Done Original	Teocle	Teocle	365 West 100 South	1	\$795.00																																			
Not Done Original	Teocle	Teocle	435 West 10th Ave.	1	\$795.00																																			
Not Done Original	Teocle	Teocle	316th Ave. and Tahoe St.	1	\$795.00																																			
Not Done Original	Teocle	Teocle	4th West 10th Ave.	1	\$795.00																																			
Not Done Original	Wesport	Wesport View	3188 North Highway	1	\$795.00																																			

Teocle County 5 26,910.50  
 Davis County 5 151,224.15  
 Webster County 5 62,966.13  
 1 242,099.78

242,099.78



**Direction or Authorization to Proceed (DAP)**

Contract No. UT16-17846TP Contractor: Stacy and Witbeck, Inc.

Date: December 7<sup>th</sup>, 2018

Project Name and Code: 2018 Weber / Davis & Tooele UTA Bus Stops Phase III

Page 1 of 8 Enclosure(s): \_\_\_\_\_

Potential Task Order No. 68 :

The Contractor is authorized and directed to perform the work specified herein. Increase or decrease in Contract Price and/or extension of time (if any is agreed by UTA) associated with the work specified herein will be covered by subsequent change order.

This is for 2 bus stops in Centerville, 1 in Fruit Heights, 2 in West Haven, 6 in Bountiful, 2 in West Bountiful, 4 in Kaysville, 1 in Centerville, 1 in Pleasant View and 4 in Tooele. The Task Order will go to the board on the January 9<sup>th</sup> 2019 Board meeting. The cost split is \$28,911 for Tooele County, \$63,965 for Weber County and \$152,224 for Davis County. The amount of this DAP is for \$100,000 so that Stacy and Witbeck can work on these stops while the Task Order is in the approval process.

**Reason for Direction or Authorization to Proceed:**

This is an emergency

The potential delay associated with preparing and executing a change order is unacceptable in terms of time and/or cost.


Safety considerations and mitigation None

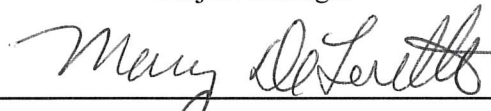
Security considerations and mitigation None

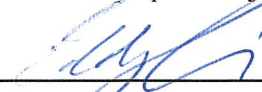
Environmental considerations and mitigation None

Contract Value to Date: \$ \_\_\_\_\_

Not to exceed value of this DAP: \$ **100,000**

For UTA:  12/7/18  
Project Manager (Date)

 12/7/18  
Director of Capital Projects (Date)

 12/7/2018  
Acting VP Operations, Capital & Assets (Date)



ICE

11/20/2018

### Bus Stops 2018 Phase 3, Tooele, Davis & Weber Co.

#### Bus Stops

Item	Unit	Quantity	Unit Cost	Item Cost
Mobilization (15% of const. item cost)	stop	23	\$1,000.00	\$23,000
Permits & Fees	stop	23	\$1,500.00	\$34,500
Traffic Control	each	23	\$1,500.00	\$34,500
Removal Items*	stop	23	\$1,000.00	\$23,000
Excavation & Grading	stop	23	\$1,250.00	\$28,750
Aggregate Base Course	stop	23	\$750.00	\$17,250
Concrete 6X8 ft. pad	each	23	\$950.00	\$21,850
Concrete 20X5 ft. pad	each	23	\$1,750.00	\$40,250
Asphalt	lump	23	\$950.00	\$21,850
<b>Sub-Total Construction</b>				\$244,950
With Fee @5.25%				\$257,810

\*Removal of signs, shelters, amenities, sidewalk, etc.

Based on rates established for Phase 2 cost estimate

## Detailed Contract Description & Purpose

**Board Review Date:** Wednesday, January 09, 2019

**Document Type:** Revenue Contract

**Action Requested:** Motion to approve the contract or change order

**Criteria:** Contract is \$200,000 - \$999,999

**Contract Title:** Eco Trip Rewards, Trip Based Agreement: IHC Health Services, Inc.

**Contract #** 19-F0002

**Project Manager:** Kensey Kunkel

**Contract Administrator:** Stacey Adamson

**Impacted Areas:** NA

**Included in budget?** NA

**Procurement method:**

**Contractor:** NA

**Sole-Source Reason:** N/A

**Qty & Unit price**

**Change Order Value**

**Total Contract Value** \$833,014

**Contract term (Months)** 12

**Contract Start Date** 1/1/2019

**Contract options (Months)** NA

**Contract End Date:** 12/31/2019

**Number of responding firms:** NA

**\$ Value of Next Lowest Bidder** NA

### General Description & Purpose:

This is an ECO Trip Rewards, Trip Based Agreement wherein IHC Health Services Inc. is allowed to purchase fare for each trip on authorized UTA transit services for their authorized users. Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage, IHC is given a 17.5% discount on UTA's base one-way fare schedule. This is approved pricing on Resolution No. R2018-06-07. This contract is being presented to the board because it exceeds \$200k in contract revenue.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

**Attachments:** Contract routing sheet attached?

Yes

Other attachments? (list)



# CONTRACT ROUTING SHEET Business Development and Sales (7200)

## CONTRACT SECTION

1) Contract No. 19-F0002 (Assigned by Laserfische) Contract Administrator: Stacey Adamson

2) Contract Type Employer 2a). Contract Sub-Category Custom Contract

3) Institution Title IHC Health Services, Inc.

4) Description / Purpose (of contract or project) Trip Based Agreement

5) Contract Dates Beginning: 01/01/19 Ending: 12/31/19

6) Option to renew?  Yes  No Renewal terms

## FINANCIAL SECTION

7) Total Board Approval Amount:

7a) Current Contract Value: \$ 833,014.00

7b) Amendment Amount:

7d) New Contract Value (including all amendments)

7e) Is the amount an estimate?  Yes  No  
(Estimate if per transaction cost)

7f) If estimated, how was the estimate calculated? Resolution No. R2018-06-07 is approved pricing.

8) Account Code 1000.40251 Employer

## SIGNATURE SECTION

	Route to?		Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>LB</u>	<u>Lisa Bohman</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Kensey Kunkel</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>MM</u>	<u>Monica Morton</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Bob Biles</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Steve Meyer</u>
Over \$200K Board Approval*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Approval Date</u>

**ECO TRIP REWARDS  
TRIP BASED AGREEMENT**

This ECO Trip Rewards Trip Based Agreement (the "Agreement") is made this 1st day of January, 2019, between (a) the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("UTA"), (b) **IHC HEALTH SERVICES, INC.** ("Intermountain" or the "Administrator"),

**Recitals:**

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement; and

**Agreement:**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit "A". Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin January 1, 2019 and terminate December 31, 2019 (the "Term").
3. **AUTHORIZED USERS.** Administrator's authorized users include all persons employed by or who volunteer for Administrator ("Authorized Users"). Administrator's Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders ("Cardholders") for purposes of this Agreement.
4. **FORM OF PASS.** The type of Passes selected by Administrator shall be reflected on Exhibit "A 2.a."
  - A. **Electronic Fare Card Media.** Each "Pass" is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
    1. **UTA-Printed Passes.** "UTA Printed Passes" shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card's UID or card face number using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit D; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.



2. **Administrator-Printed Passes.** "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. **PASS RECOGNIZED AS TRANSIT FARE.**

- A So long as this Agreement has not been terminated in accordance with Paragraph 22, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
    1. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
    2. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
    3. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit E. UTA services are public transit services.
  - B. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.
  - C. Each Pass is valid from the date of issuance or activation by the Administrator through December 31, 2019. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
  - D. Corporate Pool Passes. Administrator may issue these passes to Authorized Users non-commuting purposes. Corporate Pool Passes are transferable from one Authorized User to another Authorized User. These passes do not require the Cardholder's name to be printed on the Pass. Otherwise, all other conditions apply. Authorized Users must carry an IHC Health Services, Inc. employee photo ID. Administrator is responsible for the issuance of the Corporate Pool Passes and for payment of all fares for all Trips recorded on Corporate Pool Passes.
6. **PAYMENTS BY ADMINISTRATOR TO UTA.** On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit "B", which shall be discounted based on Intermountain's commitment in implementing internal marketing initiatives to promote and increase pass usage in 2019, as more particularly identified in Exhibit C.



7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
- A. The number of Trips for each month is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit E. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit "B" for the current Base One-Way Fare schedule).
  - B. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA's transit services by Cardholders.
  - C. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA's sole discretion.
  - D. The Base One-Way Fare Schedule rates are the rates posted on UTA's website [www.rideuta.com](http://www.rideuta.com) and defined in Exhibit B and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit "B" assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q'19 calendar quarter (July 1, 2019 – September 30, 2019) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2019. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit "B." UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.
9. **INVOICES.**
- A. UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
  - B. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
  - C. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the properly stated invoice.
  - D. Administrator agrees to make payments under this Agreement as set forth in the Form of Payment in Exhibit A.
10. **DISPUTED INVOICES.** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.

11. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.
13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **RESTRICTIONS ON SPONSOR CHARGES TO EMPLOYEES.** Although Sponsor may implement a charge to Cardholders to offset the cost incurred by Sponsor for the Passes, in no event shall the sponsor's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of passes to Cardholders, Sponsor shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Sponsor associated with this Agreement. Upon

therequest of UTA, Sponsor shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.

17. **NON-TRANSFERABLE.** Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. **COST FOR LOST, REPLACEMENT OR STOLEN PASSES.** UTA reserves the right to charge Administrator and Administrator shall pay \$1.00 for each Pass if re-issued as a replacement for a Pass that is lost or damaged by a Cardholder if the number of replacement cards becomes excessive as determined by UTA in UTA's sole discretion. UTA shall not charge a fee to Administrator for a replacement for a stolen Pass, so long as a police report is provided by Administrator to UTA, however, if no police report is provided, UTA reserves the right charge and Administrator shall pay \$1.00 for such replacement Pass. This section does not apply if the Administrator replaces the lost or stolen cards with their own card media.
20. **GUARANTEED RIDE HOME.** In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.
  - A. For purposes of this Agreement, the term "Emergency" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to meet such needs.
  - B. For purposes of this Agreement the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.
21. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the

cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.

22. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis UTA shall not maintain any personally identifiable information of Administrator's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.
23. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 21, if requested by UTA.
24. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
25. **NON-DISCRIMINATION.** Administrator is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
26. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the Term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
27. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
28. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
29. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement.
30. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
32. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
33. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

If to:

UTA  
Amanda Burton  
Grants and Contracts Administrator  
669 West 200 South  
Salt Lake City, UT 84101  
Tel: (801) 287-3320  
E-mail: [aburton@rideuta.com](mailto:aburton@rideuta.com)

If to Administrator:

Intermountain Healthcare Supply Chain Center  
Attention: Geni Wagner  
7302 South Bingham Junction Blvd  
Midvale, Utah 84047

and

Intermountain Healthcare Supply Chain Center  
Attention: Contract Management  
7302 South Bingham Junction Blvd  
Midvale, Utah 84047  
Email: [contractadministration@imail.org](mailto:contractadministration@imail.org)

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

UTAH TRANSIT AUTHORITY:

IHC HEALTH SERVICES, INC.

Heather  
Brace

Digitally signed by Heather Brace  
DN: cn=Heather Brace, o=Intermountain  
Healthcare, ou=SVN, c=US  
email=heather.brace@imail.org, c=US  
Date: 2019.12.18 14:20:11 -0700

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

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

By: Steve Meyer  
Interim Executive Director

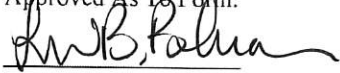
By: (Printed Name) \_\_\_\_\_

 Date: 1/4/19

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

By: Robert Biles  
Vice President of Finance

Approved As To Form:



UTA Legal Counsel



# Exhibit A Pass Program Configuration Form

## ECO TRIP REWARDS (Trip Based Agreement)

### A1a. Authorized UTA Services

- Basic: Regular Bus, Max bus rapid transit,, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City SLC Connect
- Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

### A2a. Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 "Initial Pass Order" below.
- Administrator-Printed Passes

### A2b. Initial Pass Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	
Corporate Pool Pass	

### A3. Administrator Personnel – See Exhibit F for a list of authorized persons.

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit F ("List of Authorized Persons"). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

### A4. Form of Payment

- Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ACH
- Wire Transfer



## ACH/Wire Transfer Instructions

Bank: Zions National Bank, N.A.  
Bank One South Main Street  
Address: Salt Lake City, UT 84113  
Routing #: 124000054  
SWIFT Code: ZFNBUS5

Account #: 002198166  
Account Utah Transit Authority  
Name:  
Account Checking  
Type:

UTA Contact: Troy Bingham, Comptroller  
(801) 287-2380  
[tbingham@rideuta.com](mailto:tbingham@rideuta.com)

Bank Contact: Kaye Raby, VP Treasury Management  
(801) 844-8124  
[Kaye.Raby@zionsbank.com](mailto:Kaye.Raby@zionsbank.com)

Please include a reference to your contract # in the comments of your transaction.  
Email [tbingham@rideuta.com](mailto:tbingham@rideuta.com) on the day of the transfer with the amount of the transfer.

## Exhibit B

### ECO TRIP REWARDS (Trip Based Agreement)

### Base One-Way Fare Schedule and Authorized UTA Services

Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Pleasant View
\$2.50	\$.60	\$10.30

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

#### Fuel Surcharge Fee Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

## Exhibit C

### ECO TRIP REWARDS (Trip Based Agreement)

Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage in 2019, UTA shall provide the following discount to Administrator on UTA's Base One-Way Fare Schedule.

Date	Discount
January 1, 2019-December 31, 2019	17.5%

## Exhibit D

### Cardholder Rules

- I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:
  - A. "Administrator" shall mean the Issuing Institution.
  - B. "Issuing Institution" shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
  - C. "Distance Based Services" shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
  - D. "Pass" shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services).
  - E. "Tap-On" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
  - F. "Tap-Off" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.
  
- II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes ("Cardholders")**
  - A. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
  - B. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA's Ordinances.
  - C. Cardholder must provide valid photo identification upon request.
  - D. A Pass is not transferrable if the words "not transferable" are printed on the Pass.
  - E. Cardholders must comply with UTA's Rider Rules.
  - F. Cardholders must comply with UTA's Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services.

Possession of a Pass does not guarantee boarding.

Cardholder's use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

## Exhibit E

### Electronic Fare FAQs

#### Where do I tap my card?

Electronic readers are located at all doors on all UTA buses and near the entrances to all TRAX and FrontRunner platforms. Just tap your card to the contactless logo (shown below) as you board and when exiting a bus or train platform.



#### How does the EFC system work?

It's easy. Just tap a UTA contactless transit pass or a contactless credit/debit card to the contactless logo on a reader. The system automatically recognizes the type of card and responds accordingly. The following are possible reader responses:

- **Valid:** a green light and acceptance message on the reader means your card has been accepted as a valid form of fare payment. Welcome aboard!
- **Additional action required:** a yellow light means that more action is required. For example, if you are using a regular Eco or Student Pass you may need to pay an upgrade for a premium service. Check the reader display for more information.
- **Not valid:** a red light means your card is invalid or has been disabled. Check the reader display for more information. If your card is invalid, you must pay your fare using another payment method such as cash. If your card has been disabled, contact the card issuer to resolve the issue.

#### What fare is charged?

When paying with a contactless credit/debit card, you will be charged the single adult cash fare for the service.

#### What type of contactless cards can be used?

There are three types of contactless cards that may be accepted:

- Bank-issued contactless credit/debit cards
- Certain ID cards issued by organizations such as schools, employers, and ski resorts
- UTA contactless transit passes

The reader response will tell you if your card is accepted as a valid form of fare payment.



### What do I do if I get a red light (or no response) when tapping my card to a reader?

- If your card gets a red light at the reader, you must pay your fare using another payment method such as cash. If you feel your card is getting a red light in error, please contact the card issuer to resolve the issue.
- If your card gets no response at all from the reader, try removing the card from your wallet or purse and try again. It may be experiencing card "collision" which occurs when one or more electronic cards are next to each other causing a faulty read. If when tapping your card, the reader still gives no response, please try another reader if possible. If there isn't any response from an alternate reader, it may be that the microchip or antenna inside the card is damaged. Another possibility is that your card is not a contactless smartcard. In other words, it may not have an embedded chip or antenna. Please contact the card issuer for assistance.
- For contactless credit/debit cards, after you have contacted the issuing institution to resolve the issue, call UTA Customer Service at 801-2872667 to re-authorize your card on UTA's system.
- **IMPORTANT** – Please note that if you get a red light (or no response) when tapping your card at a reader, you must pay your fare using another payment method such as paying with cash, or purchasing a ticket at a TVM. This is true even if you feel that your card is getting rejected in error. In all cases, when paying with any type of contactless card, you must get a green light to board (or yellow light with proof of upgrade payment).

### How are fares enforced?

- **Bus:** As you board, the operator will receive a validation message from the reader just as you do and allow you to board. The operator will allow you to board if your card gets a green light. The operator will ask for additional payment if your card gets a yellow light. If your card gets a red light (or no response), the operator will ask you to please provide an alternate form of fare payment.
- **TRAX and FrontRunner:** UTA transit officers carry a small electronic inspection device. Inspectors will ask patrons to show proof of fare (e.g. "tickets please"). When you are asked to show proof of fare, simply produce the contactless transit pass or contactless credit/debit card that you used to pay. The officer will electronically inspect your card to determine whether the card was recently tapped or not. If there is no electronic record of the card being tapped, then the officer will likely issue a citation for failure to provide proof of payment.

### Does UTA track my movements when I tap on and tap off?

- UTA does not track the movement of specific individuals within its transit system.
- Trip data is used primarily to analyze and understand mass transit patterns in order to improve overall service and better plan for the future.
- Internal and external EFC trip reporting is done at aggregate levels so that UTA and its partners are unable to view or track the trip patterns of specific individuals.

### How do transfers work?

- When paying with a contactless pass or credit/debit card, there is no need to ask for a transfer. Once you tap off, the system will automatically apply transfer credits for all transfers you make within a 2 hour window.
- When transferring from one service type to another, you will be charged only for the most expensive service used. Example: A woman begins her journey on a Regular bus in Salt Lake City and pays for the trip using a contactless credit card. The card is charged a single Regular bus adult fare. She taps off the Regular bus and transfers to a higher priced Express bus heading to Ogden using the same credit card. The system automatically applies a transfer credit and charges the card for the difference between an Express and Regular bus fare. The total fare for this journey is the same as the higher Express bus fare.

### **What about the Free Fare Zone?**

A card tapped on and off within the downtown Salt Lake City free fare zone will not be charged.

### **How does FrontRunner charge a fare?**

Tapping on and off is especially important for FrontRunner, which charges you based on the distance you travel.

### **Do I have to tap on *and* tap off?**

- **Yes.** Be sure to tap on when boarding and tap off when exiting to complete your trip. It is important to remember to tap off with the same card when exiting in order to close out the trip, as failure to tap off would leave the trip incomplete. The only exception to the tap off requirement is when you transfer from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, you are always required to tap off when exiting.
- Failure to tap off voids any transfer credits that you would normally receive.
- If you tap on within the free fare zone and fail to tap off when exiting within the free fare zone, you will be charged the full single adult cash fare.
- If you fail to tap off on FrontRunner, you will be charged the maximum fare, instead for only the distance that you have traveled.

### **Do Paratransit vehicles have the electronic fare readers and accept contactless credit/debit cards?**

- The EFC system has not been installed on any Paratransit vehicles or services at this time. Contactless credit/debit cards are not accepted on board. Another form of payment is required.

### **Why did I get a credit card charge when tapping on UTA's card readers?**

- Your credit card was accepted as fare payment. This can happen if you keep a contactless credit or debit card close to your UTA card in your wallet or purse. We suggest removing your UTA card from your wallet or purse and tapping only that card to avoid unwanted charges.

### **How are my fares calculated?**

- Your tap records allow UTA to construct trips for fare calculation.

### **What is a trip?**

**Trip:** Also known as an Unlinked Trip, Boarding, Segment, or Leg. You are required to Tap On when boarding a service, and also Tap Off when alighting a service. The tap on and tap off usage data records are paired in the EFC system to form a single trip. The fare calculation and transfer credit business logic is then applied to trips.

**Linked Trip:** Also referred to as a Journey. A linked trip is one or more trips taken by a single patron within a defined transfer period (e.g. 2 hours). A base fare is calculated for each trip segment, and transfer credits are applied according to UTA's business rules.

**EXHIBIT F**  
**LIST OF AUTHORIZED PERSONS**

Effective January 1, 2019, the List of Authorized Persons will be as follows:

<b>First and Last Name</b>	<b>Title</b>	<b>Email Address</b>
Geni Wagner	Program Manganer	<a href="mailto:geni.wagner@imail.org">geni.wagner@imail.org</a>
Jean Flinn	Executive Asst	<a href="mailto:Jean.Flinn@imail.org">Jean.Flinn@imail.org</a>
Shellie Haycock	Executive Asst	<a href="mailto:Shellie.Haycock@imail.org">Shellie.Haycock@imail.org</a>
Kim Minson	Executive Assistant	<a href="mailto:kim.minson@imail.org">kim.minson@imail.org</a>
Amanda Howland	HR	<a href="mailto:amanda.howland@imail.org">amanda.howland@imail.org</a>
Ricann Thorson	HR	<a href="mailto:ricann.thorson@imail.org">ricann.thorson@imail.org</a>
Becky Burrell	HR	<a href="mailto:Becky.burrell@imail.org">Becky.burrell@imail.org</a>
Stephanie Cowan	Executive Assistant	<a href="mailto:stephanie.cowan@imail.org">stephanie.cowan@imail.org</a>
Sheri Rodgers	Executive Assistant	<a href="mailto:sheri.rodgers@imail.org">sheri.rodgers@imail.org</a>
Karen Brown	Receptionist	<a href="mailto:karen.brown@imail.org">karen.brown@imail.org</a>
Vivian Paget	Executive Assistant	<a href="mailto:vivian.paget@imail.org">vivian.paget@imail.org</a>
Robyn Wagner-Oveson	HR	<a href="mailto:robyn.wagner-oveson@imail.org">robyn.wagner-oveson@imail.org</a>
Lisa Harmer	HR	<a href="mailto:lisa.harmer@imail.org">lisa.harmer@imail.org</a>
Elizabeth Sevy	HR	<a href="mailto:elizabeth.sevey@imail.org">elizabeth.sevey@imail.org</a>
Shauna Boswell	Executive Assistant	<a href="mailto:shauna.boswell@selecthealth.org">shauna.boswell@selecthealth.org</a>
Nancy Castaldo	Project Training Coor	<a href="mailto:nancy.castaldo@selecthealth.org">nancy.castaldo@selecthealth.org</a>

Reason For Change:	
--------------------	--

  
 \_\_\_\_\_  
 Signature – Administrator

## Detailed Contract Description & Purpose

**Board Review Date:** Wednesday, January 09, 2019

**Document Type:** Revenue Contract

**Action Requested:** Motion to approve the contract or change order

**Criteria:** Contract is > \$1,000,000

**Contract Title:** Eco Pass Agreement, Custom Non-Profit: The Church of Jesus Christ of Latter-Day Saints

**Contract #** 19-F0001

**Project Manager:** Kensey Kunkel

**Contract Administrator:** Stacey Adamson

**Impacted Areas:** NA

**Included in budget?:** NA

**Procurement method:**

**Contractor:** NA

**Sole-Source Reason:** N/A

**Qty & Unit price** NA

**Change Order Value**

**Total Contract Value** \$1,776,642

**Contract term (Months)** 12

**Contract Start Date** 1/1/2019

**Contract options (Months)**

**Contract End Date:** 12/31/2019

**Number of responding firms:** NA

**\$ Value of Next Lowest Bidder** NA

### **General Description & Purpose:**

This is an ECO Pass Agreement wherein the Church of Jesus Christ of Latter-Day Saints is allowed to purchase and issue discounted transit passes for their employees to use. The discount they receive is 25% off of the standard Eco Preferred Pass Pricing (\$392). This is approved pricing in Resolution No. R2018-06-07. This contract is being presented to the board because it exceeds \$200k in contract revenue.

**(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)**

**Attachments:** Contract routing sheet attached?  
Other attachments? (list)

Yes



# CONTRACT ROUTING SHEET Business Development and Sales (7200)

## CONTRACT SECTION

1) Contract No. 19-F0001 (Assigned by Laserfische) Contract Administrator: Stacey Adamson

2) Contract Type Employer 2a). Contract Sub-Category Custom Contract

3) Institution Title The Church of Jesus Christ of Latter-Day Saints

4) Description / Purpose (of contract or project) Eco Pass Agreement

5) Contract Dates Beginning: 01/01/19 Ending: 12/31/19

6) Option to renew?  Yes  No Renewal terms

## FINANCIAL SECTION

7) Total Board Approval Amount:

7a) Current Contract Value: \$ 1,776,642.00

7b) Amendment Amount:

7d) New Contract Value (including all amendments)

7e) Is the amount an estimate?  Yes  No

(Estimate if per transaction cost)

7f) If estimated, how was the estimate calculated? Resolution No. R2018-06-07 is approved pricing.

8) Account Code 1000.40251 Employer

## SIGNATURE SECTION

	Route to?		Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Lisa Bohman</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>KK</u>	<u>Kensey Kunkel</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>MM</u>	<u>Monica Morton</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Bob Biles</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Steve Meyer</u>
Over \$200K Board Approval*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u></u>	<u>Approval Date</u>

## ECO PASS AGREEMENT

This Eco Pass Agreement ("Agreement") is made effective the 1<sup>st</sup> day of January, 2019 (the "Effective Date") by and between **CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS / CORPORATION OF THE PRESIDING BISHOPRIC**, whose address is 50 East North Temple Street, Salt Lake City, UT 84150 (the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

### RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Sponsor is a business entity that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS, both Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby Sponsors agree to purchase from UTA transit passes ("Passes") on an annual basis for every eligible Employee at a discounted rate.

WHEREAS, Sponsor desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A" and "B", and Schedules "1" and "2" attached hereto and made a part hereof by this reference.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

CORPORATION OF THE PRESIDENT OF  
THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS / CORPORATION OF  
THE PRESIDING BISHOPRIC

UTAH TRANSIT AUTHORITY

By: Brent Thomas Date: 20 Dec 2018  
Brent Thomas  
HR Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Meyer  
Interim Executive Director

By: Robert Biles Date: 1/4/19  
Robert Biles  
Vice President of Finance

Approved as to Form:

L. B. Palmer  
UTA Legal Counsel

GENERAL TERMS AND CONDITIONS  
OF  
2019 ECO PASS AGREEMENT

These General Terms and Conditions, when accepted by Sponsor shall constitute an Agreement between UTA and the Sponsor for the purchase, issuance and use of discounted transit passes for all Employees of Sponsor at Sponsor's Business Location

SECTION I: DEFINITIONS

- 1.1 The term "Base Purchase Price" means the base purchase price of the Passes in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fees that may be imposed by UTA or that may be due and owing.
- 1.2 The term "Cardholder" means Employees who have been issued a Pass in accordance with this Agreement.
- 1.3 The terms "ECO Pass," "Pass" or "Passes" means an identification card for use as set forth in this Agreement. For purposes of this Agreement an Eco Pass, Pass or Passes shall be an electronic fare card issued in compliance with this Agreement that is electronically enabled and authorized to be used for UTA transit services in accordance with UTA's EFC Rules and Cardholder Rules.
- 1.4 The term "Effective Date" shall mean January 1, 2019, unless the parties agree otherwise.
- 1.5 The term "Electronic Fare Administration Rules" means the rules established by UTA governing the electronic activation and deactivation of electronic fare cards, including Eco Passes found at [http://www.rideuta.com/uploads/EFCCardholderRules\\_7\\_27\\_11\\_links1.pdf](http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf) as of the date of execution of this Agreement, including any addenda referenced therein
- 1.6 The term "Emergency" means: (a) an unplanned change in the Employee's work schedule which causes the Employee to miss the Employee's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Employee or the Employee's Immediate Family Member which requires the Employee to immediately leave work to attend to the needs of the Employee or an Immediate Family Member and regularly scheduled transit trips will not permit the Employee to meet such needs.
- 1.7 The term "Employee" means: (a) each person employed by Sponsor on a full-time basis at Sponsor's Business Location; and (b) each person employed by Sponsor on a part-time basis at Sponsor's Business Location where Sponsor, at its option, has decided to treat all part-time employees as full-time employees for purposes of this Agreement, who are issued a Pass in compliance with this Agreement; and (c) when issued a Pass for purposes of this Agreement, the individual whose name appears on the Pass. The term "Employee" shall not include: (1) individuals employed at Sponsor's Business Location participating in a UTA van pool program; or (2) individuals that work a shift for nine months or more of the year with one trip of the individual's transit commute falls outside of UTA operating hours.
- 1.8 The term "Fare Recognition Level" means the level of fare recognition purchased by Sponsor. The Fare Recognition Level dictates the transit services an Employee can use without additional

fare payment. Base Purchase Prices reflecting the Fare Recognition Level are contained in Schedule 1 and in Exhibit "B." An Employee's Pass shall be recognized as full fare payment on Local Transit Routes and Premium Express Routes. (See 1.10 and 1.11 for details.)

1.9 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "A," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. . By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1. Payment of a fuel surcharge is due thirty (30) days from date of invoice.

1.10 The term "Immediate Family Member" means a spouse, child, step-child of the Employee, or other person who resides in the same residence as the Employee and is the dependent of the Employee.

1.11 The term "Local Transit Routes" means regular fixed route bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and or TRAX/Streetcar stations. UTA routes not included in the term Local Transit Routes are ski service routes, Premium Express Routes, route deviation trips, Park City Connect Service routes, FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans.

1.12 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, TRAX light rail, and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, route deviation trips, Park City Connect Service routes, or special service routes, including ADA Paratransit and Flextrans service.

1.13 The term "Sponsor" means the business entity defined as Sponsor on the initial page of this Agreement.

1.14 The term "Sponsor's Business Location" means one or more qualified places of business operated by Sponsor within UTA's service district. Each location constituting "Sponsor's Business Location" shall be approved by UTA and listed in Exhibit "B".

## SECTION II: TERMS AND CONDITIONS

2.1 Electronic Fare Card Media/Form of Passes. Each Pass shall be in the form of a unique electronic micro-chip embedded in an electronic identification card issued by either UTA or Sponsor. Each Pass shall be individually numbered. UTA printed electronic fare cards shall be provided to Sponsor. Sponsor agrees to: (1) implement and comply with UTA's EFC Rules; and (2) train staff with Pass issuance or

administration responsibilities on UTA's EFC Rules. Sponsor may purchase additional inactive electronic fare cards (inactivated Passes) at anytime during the term of this Agreement for the amount of \$1.00 per card. Sponsor may re-issue previously issued Passes to Employees, provided (1) the Employee continues to meet the definition of an Employee for purposes of this Agreement; and (2) the Pass is not re-issued to a different Employee.

2.2 Issuance of Passes. Sponsor agrees to purchase, and UTA shall sell to Sponsor, Passes for every Employee employed by Sponsor at Sponsor's Business Location. Sponsor is responsible for the distribution and issuance of Passes to its Employees. Sponsor agrees to re-use previously issued Passes for every Employee in the event, Sponsor has entered an Eco Pass Agreement for the previous year. The number of Passes issued under this Agreement shall be based on the total number of eligible Employees employed at Sponsor's Business Location as of the Effective Date of this Agreement, excluding Employees participating in a UTA van pool program. If the number of Employees employed at Sponsor's Business Location decreases during the term of this Agreement by more than ten percent (10%) of the Number of Sponsor's Employees identified in Exhibit "B", Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, Sponsor may return Passes as required by any decrease in accordance with Section 2.8. In addition, Sponsor may purchase additional Passes at the prorated Annual Base Purchase Price per Employee, as required by any increase. The Sponsor shall submit a revised Exhibit "B" via email to their UTA Marketing Representative to allow the increase.

2.3 Restrictions on Sponsor Charges to Employees. While Sponsor may implement a charge to its Cardholders to offset the cost incurred by Sponsor for the Passes, in no event shall the Sponsor's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of Passes to Cardholders, Sponsor shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Sponsor associated with this Agreement. Upon the request of UTA, Sponsor shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.

2.4 Passes Recognized as Transit Fare.

2.4.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.13, each Pass issued to Cardholders under this Agreement and in compliance with this Agreement, when used by such Cardholders to "tap-on" and "tap-off" at designated card readers when boarding and alighting a UTA transit vehicle in accordance with UTA's EFC Rules, such Pass shall be recognized as full fare for Local Transit Routes and Premium Express Routes. Sponsor's Fare Recognition Level shall be reflected in Exhibit "B". Notwithstanding the forgoing, the payment of any applicable Fuel Surcharge by Sponsor shall be a condition to the use of the Pass by the Cardholders on any Local Transit Route and Premium Express Route. Passes are non-transferable. Cardholders are required to show valid picture identification if requested to do so by an authorized UTA representative.

2.4.2 Sponsor acknowledges that it is responsible for ensuring that its Cardholders are made aware of UTA's EFC Rules, including but not limited to the requirement that all Cardholders are required to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances.



2.4.3 UTA's Local Transit Routes and Premium Express Routes are public transit services, which may be modified from time to time as UTA modifies its public routes.

2.5 Term of Agreement and Passes. The term of this Agreement shall be from the Effective Date to December 31, 2019. Each Pass is valid from the Effective Date through December 31, 2019.

2.6 Handling of Passes; Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer a Pass to any persons or entities not qualifying as an Employee under this Agreement. Sponsor agrees to furnish to UTA the number of all Employees employed at Sponsor's Business Location: (a) at the execution of this Agreement; (b) at the time of any request by Sponsor to purchase or return Passes as authorized under Paragraph 2.8; (c) at the time of any renewal of this Agreement; or otherwise (d) upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to a Cardholders, which record shall include the number of each issued Pass and the corresponding Employee issued such Pass; (x) printing the Cardholders name on the Pass in permanent ink prior to issuance to user; (y) Sponsor being able to produce for inspection, upon request, any Pass purchased by Sponsor that has not been issued to an Employee; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Sponsor shall deactivate the Pass of any terminated employee. UTA maintains the right, upon reasonable notice, to inspect during reasonable business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.7 Payment for Passes.

2.7.1 Sponsor shall pay to UTA the Annual Base Purchase Price contained in the Fare Recognition Rate Schedule at Schedule 1 and reflected in Exhibit "B" for the number of Passes issued during the term of this Agreement. Upon execution of this Agreement, Sponsor shall pay to UTA, the Base Purchase Price no later than February 28, 2019.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge fee on a quarterly basis, in accordance with the schedule contained in Exhibit "A" based upon the Base Purchase Price. Sponsor shall pay Fuel Surcharge fees within thirty (30) days of invoice by UTA.

2.7.3 UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice. Unpaid balances for the Base Purchase Price shall be billed a late fee if not paid by February 28, 2019 or such other date agreed upon by the parties in writing, but no more than ninety (90) days from date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice.

2.8 Return of Passes. Sponsor shall be permitted to return, and UTA may demand the return of, valid Passes to UTA: (a) in the event this Agreement is terminated prior to the expiration of the term hereof; (b) in the event of a relocation of Sponsor's Business Location or discontinuation of Sponsor's operations outside the public transit district; or (c) in the event of a reduction in the number of Employees of Sponsor by ten percent (10%) or more, in accordance with Section 2.2. In the event Passes are returned as set forth

above, UTA shall refund to Sponsor the prorated remaining value of each returned Pass. Any returned Pass determined to have been used in violation of this Agreement will not be eligible for refund.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an eligible Employee. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated, altered or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and Sponsor had actual knowledge of such action; (b) Sponsor falsely certified to UTA, the name of person that is not an Employee; or (c) the unauthorized use resulted from Sponsor's acts, omissions or misconduct. UTA shall have the right to confiscate any Pass if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given by the Sponsor or its authorized representatives to non-eligible persons. UTA will deactivate a Pass that is confiscated and Sponsor will receive no credit for these Passes. UTA has a right to charge Sponsor a prorated price to replace a confiscated Pass.

2.10 Non-Transferrable. Each Pass is not transferable to any other Cardholder, member of the Cardholder's household, or any other person.

2.11 Replacement for Lost, or Stolen Passes. Sponsor may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Employee. Sponsor will deactivate a lost, stolen or replaced Pass using the UTA partners website, [www.tap2ride.com/uta-partners](http://www.tap2ride.com/uta-partners). Sponsor shall not issue a replacement for a confiscated Pass unless UTA receives payment at a prorated price.

2.12 Security Terms. Sponsor agrees to be responsible and accountable for all electronic fare cards delivered to Sponsor by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Only one card may be active at any time for any Cardholder.

2.13 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. In the event that UTA terminates the Agreement prior to the end of the term of this Agreement, UTA shall refund to the Sponsor the prorated remaining value of each returned Pass (as calculated using the Base Purchase Price as identified in Exhibit "B"). No portion of any Fuel Surcharge payment will be refunded.

2.14 Guaranteed Ride Home In order to accommodate the Emergency needs of Sponsor's Cardholders, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for Sponsor's a Cardholder who cannot take a customary scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Cardholders from Sponsor's Business Location to the Cardholders home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Sponsor understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self insurance only to the amount of approximately \$500,000 per



individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. A Cardholders shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.15 Other Interests. No person not a party to this Agreement (other than affiliated or sister companies of Sponsor) shall have any rights or entitlement of any nature under it.

2.16 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

2.17 Costs and Attorney's Fees. If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

2.18 Notices. All notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

2.19 Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company to execute this Agreement.

2.20 Privacy. UTA does not maintain any personally identifiable information of Sponsor's Employees. As such, UTA shall not disclose any personally identifiable information to any third parties, except as required by law.

2.21 Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. §5332.

2.22 Approved as to Form. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

The exhibits and schedules constitute an integral part of this Agreement:  
Exhibit "A": Fuel Surcharge Indicator Matrix  
Schedule 1: Fare Recognition Rate Schedule  
Exhibit "B": Schedule of ECO Pass Payments

**Exhibit "A"**

**FUEL SURCHARGE INDICATOR MATRIX**

Quarterly DOE Diesel/Gallon	ECO Contract Annual Surcharge	ECO Contract Quarterly Surcharge
\$0.00-\$3.99	0%	0%
\$4.00-\$4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.00%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20%

**FUEL SURCHARGE FEE SCHEDULE**

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date	Due Date
1Q 2019	01/01/2019 - 03/31/2019	To be determined	To be determined	To be determined	5/1/2019	06/1/2019
2Q 2019	04/01/2019 - 06/30/2019	To be determined	To be determined	To be determined	8/1/2019	09/1/2019
3Q 2019	07/01/2019 - 09/30/2019	To be determined	To be determined	To be determined	11/1/2019	12/1/2019
4Q 2019	10/01/2019 - 12/31/2019	To be determined	To be determined	To be determined	2/1/2020	3/1/2020

**Schedule 1**  
**2019 FARE RECOGNITION RATE SCHEDULE**

<b>Product</b>			<b>Base Purchase Price with <u>Local and</u> Premium Fare Recognition</b>	<b>Price Valid Until</b>
2019 ECO Pass			\$294.00	<b>12/31/2019</b>

The Base Purchase Price is based upon the purchase of Passes for all Employees of a Sponsor at Sponsor's Business Location.

## Exhibit "B"

### UTA Pass Eligible Employees

For

Corporation of the President of the Church of Jesus Christ of Latter-day Saints /  
Corporation of the Presiding Bishopric.

2019

### UTA Pass Eligible Employees

Location Name	# of Eligible Employees
Church Administration Bldg	95
Church History Library	206
Church History Museum	21
Church Office Building - AUD	53
Church Office Building - AVD	279
Church Office Building - CES	109
Church Office Building - COR	64
Church Office Building - CSD	161
Church Office Building - CUR	23
Church Office Building - FCH	88
Church Office Building - FRD	169
Church Office Building - HQF	314
Church Office Building - HRD	91
Church Office Building - ICS	57
Church Office Building - MFD	141
Church Office Building - MIS	93
Church Office Building - MMD	274
Church Office Building - OCS	18
Church Office Building - OGC	14
Church Office Building - PBA	26
Church Office Building - PTH	87
Church Office Building - QSV	3
Church Office Building - SPD	108
Church Office Building - SRS	41
Church Office Building - TPL	85
Church Office Building - WEL	140
Conference Center - AVD	60

Conference Center - HQF	40
Deseret Trust Company (DTC)	18
Ensign Peak Advisors (EPA)	36
Exhibits Building - MIS	1
Family History Library	53
Joseph Smith Building	41
Joseph Smith Building - FHD	213
Joseph Smith Building - HQF	52
Joseph Smith Building - PAD	44
Lehi UT FamilySearch Facility	351
Macy's Building	48
Metro Building	1
Murray UT Cannery	7
Murray UT Dev. Services	19
North Office Building	117
Provo UT BYU Dist Center	1
Provo UT BYU LDS Family Svs	5
Provo UT BYU S&I Preservice Se	8
Provo UT City Center Temple	20
Provo UT LDS Philanthropies	78
Provo UT MTC	4
Relief Society Bldg	19
Riverton LDS Family Svs	8
Riverton UT South Valley Fac	892
Sandy UT DI	16
SLC UT DI	1
SLC UT Dist Center	101
SLC UT East Seminary	5
SLC UT Humanitarian Center	31
SLC UT LDS Business College In	9
SLC UT LDS Family Svs	6
SLC UT Print Center	266
SLC UT Temple	35
SLC UT University Institute	27
SLC UT Welfare Sq Bakery	5
SLC UT Welfare Sq Cannery	7
SLC UT Welfare Sq Dairy	31
SLC UT Welfare Sq DI	16
SLC UT Welfare Sq Strhse	13

SLC UT Welfare Sq. Dev.Serv	4
SLC UT West Seminary	3
Steam Plant	11
Sugarhouse UT DI	16
Tabernacle - HQF	20
Tabernacle - TCH	10
Temple Square Grounds	32
Thrasher Research Fund	4
Triad Center 5	2
Triad Grounds	21
US Utah Valley Centra S&I Area	43
UT JSMB Office	4
West Office Building	408
Total	6043

**Sponsor's Total Number of Employees as of January 1, 2019: 6043**  
**Sponsor's Total annual Base Purchase Price, 2019: \$1,776,642**

Transit Coordinator and contact info:  
Camille Thorpe – HR  
Church Office Building  
801.240.2393  
[camille.thorpe@ldschurch.org](mailto:camille.thorpe@ldschurch.org)



**Send billing to:**

Mark Goaslind  
Church Office Building  
50 East North Temple Street  
Salt Lake City, Utah 84150  
mgoaslind@ldschurch.org

**Form of Payment**

- Checks. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.
- ACH
- Wire Transfer



**ACH/Wire Transfer Instructions**

Bank: Zions National Bank, N.A.  
Bank One South Main Street  
Address: Salt Lake City, UT 84113  
Routing #: 124000054  
SWIFT Code: ZFNBUS5

Account #: 002198166  
Account Utah Transit Authority  
Name:  
Account Checking  
Type:

UTA Contact: Troy Bingham , Comptroller  
(801) 287-2380  
[tbingham@rideuta.com](mailto:tbingham@rideuta.com)

Bank Contact: Kaye Raby, VP Treasury Management  
(801) 844-8124  
[Kaye.Raby@zionsbank.com](mailto:Kaye.Raby@zionsbank.com)

Please include a reference to your contract # in the comments of your transaction.  
Email [tbingham@rideuta.com](mailto:tbingham@rideuta.com) on the day of the transfer with the amount of the transfer.

### Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

	Name	Email	Phone
Primary Coordinator	<i>(see attached sheets)</i>		
Other Coordinator			
Other Coordinator			
Other Coordinator			
Other Coordinator			

# User Management

Home

bhamilton@rideuta.com  
Sign Out

CREATE NEW

User List

EXPORT

First Name	Last Name	Email	Phone	Role	Institution	Account State	
						Active Only	
Camille	Thorpe	camille.thorpe@lds		Institution Admin	LDS Church	true	
Stephanie	Kelsey	KelseySM@ldschurch		Institution Rep	LDS Church	true	
Amy	Day	amyaday@familyse	801 240 3921	Institution Rep	LDS Church	true	
Kylieann	Moore	kylieann.moore@lds		Institution Rep	LDS Church	true	
Bulk	Import	DL-ICS- OtherOperations- Portfolio@ldschurch		Institution Rep	LDS Church	true	
Neil	Belnap	BelnapNH@ldschurch		Institution Rep	LDS Church	true	
James	Westwood	jameswestwood@lds		Institution Rep	LDS Church	true	
George	Cosare	george.cosare@lds		Institution Rep	LDS Church	true	
Len	Winegar	WinegarL@ldschurch		Institution Rep	LDS Church	true	
Richard	Ruesch	r.ruesch@ldschurch		Institution Rep	LDS Church	true	