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AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of January, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Nationwide Retirement Solutions, Inc., a Delaware corporation, whose address is 10 W. Nationwide Blvd., Columbus, Ohio 43015, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), established and sponsors a Section 457(b) Plan (hereinafter the "Plan"); and

WHEREAS, the COUNTY desires to have CONTRACTOR perform the non-discretionary recordkeeping and administrative services for the Plan described in this AGREEMENT (hereinafter referred to as "Administrative Services"); and

WHEREAS, CONTRACTOR desires to provide such Administrative Services subject to the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR: CONTRACTOR shall provide Administrative Services as described in the COUNTY'S Request for Proposal No. 19-071, including Addendum Number One (1), cumulatively referred to as "COUNTY's RFP 19-071," and the CONTRACTOR'S Proposal in response thereto, both attached hereto as Attachment A and incorporated herein by reference. Such services include but are not limited to:

A. PARTICIPANT ENROLLMENT, COMMUNICATION & EDUCATION

CONTRACTOR agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, CONTRACTOR will record and maintain the following information, provided CONTRACTOR is provided with same:

- 1 1) name;
- 2 2) Social Security number;
- 3 3) mailing address;
- 4 4) date of birth;
- 5 5) current investment allocation direction;
- 6 6) contributions allocated and invested;
- 7 7) investment transfers;
- 8 8) benefit payments;
- 9 9) current account balance;
- 10 10) transaction history since funding under the Agreement;
- 11 11) contributions since funding under the Agreement;
- 12 12) email address;
- 13 13) beneficiary designation;
- 14 14) benefit tax withholding information; and
- 15 15) such other information as agreed upon by COUNTY and

16 CONTRACTOR.

17 CONTRACTOR will post and credit the amounts transmitted by the COUNTY to the
18 accounts of Plan participants in accordance with the latest instructions from participants or the
19 COUNTY (as applicable) on file with CONTRACTOR, which instructions can include direction via
20 electronic sources such as the website or the interactive voice response system.

21 CONTRACTOR agrees to process the enrollment of employees who are eligible
22 to participate in the Plan, as determined by the COUNTY. CONTRACTOR also agrees to
23 conduct enrollment meetings with COUNTY’S employees in such number and manner as
24 determined by the parties. The COUNTY agrees to allow and facilitate the periodic distribution
25 of materials to Plan participants at the time and in the manner determined by the COUNTY;
26 provided however, that all reasonable expenses associated with such distribution shall be paid
27 by CONTRACTOR. The COUNTY further agrees, upon review and approval by COUNTY, to
28 allow and facilitate the periodic distribution to its employees of materials prepared by

1 CONTRACTOR regarding products and services offered by CONTRACTOR, or its affiliates,
2 which CONTRACTOR reasonably believes would be beneficial to such Plan participants.

3 B. PLAN CONTRIBUTIONS

4 COUNTY agrees to send all Plan contributions to CONTRACTOR on a timely basis
5 that is in compliance with all applicable legal requirements. CONTRACTOR agrees to post funds
6 received as contributions to the Plan in accordance with the separate funding agreements
7 between COUNTY and CONTRACTOR or any of its affiliates when received from the COUNTY in
8 good order by CONTRACTOR. The term "in good order," as used with respect to Plan
9 Contributions, means that Plan contributions and contribution allocation information must meet all
10 of the following requirements in order to be deemed to be in good order:

11 1) All records must include the correct and complete participant name,
12 Social Security number, and the amounts to be credited to the participant's account;

13 2) The source of the funds must be identified (457(b) salary reduction,
14 employer contribution, etc.);

15 3) The Plan name and Plan number must be clearly identified;

16 4) Both the participant allocation detail and the total contribution amount
17 must be received, and these two totals must match each other; and

18 5) All participants making or receiving a contribution must have an active
19 account in the Plan.

20 Funds may be sent by wire transfer, through an automated clearinghouse or by
21 check in accordance with written instructions provided by CONTRACTOR. Failure to follow the
22 written instructions provided by CONTRACTOR may result in delay of posting to participant
23 accounts. All contribution allocation information with respect to participant accounts will be
24 provided to CONTRACTOR in a mutually agreed upon format.

25 If CONTRACTOR makes a determination that the contribution or allocation detail is
26 not in good order, CONTRACTOR shall notify the COUNTY of such determination within a
27 reasonable amount of time upon discovery. After such notification, the parties will continue to try
28 to resolve the not in good order status, but if resolution is not achieved, CONTRACTOR shall

1 return the funds to the COUNTY within thirty (30) Business Days. CONTRACTOR will not be liable
2 for any delay in posting if the COUNTY fails to send the funds representing contribution amounts
3 or contribution allocation information in accordance with CONTRACTOR'S instructions to the
4 central processing site designated by CONTRACTOR, or for any delay in posting that results from
5 the receipt of funds and/or contribution allocation that CONTRACTOR determines to be not in
6 good order.

7 As used in this Agreement, the term "Business Day" means each Monday through
8 Friday during the hours the New York Stock Exchange is open for business. No transactions can
9 be completed on any Business Day after such time as the New York Stock Exchange closes.

10 C. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

11 1) CONTRACTOR will provide a secure Internet site that complies with
12 applicable data protection and privacy laws. This site shall include multi-factor authentication,
13 information encryption using Secure Sockets Layer, and a secure firewall. CONTRACTOR shall
14 apply encryption methodology that conforms to the NIST approved algorithms, key lengths, and
15 related standards. Using this site, participants may: (i) obtain information regarding their accounts,
16 and (ii) conduct certain routine transactions with respect to their accounts. The COUNTY
17 authorizes CONTRACTOR to honor instructions regarding such transactions that may be
18 submitted by a participant using the secure Internet site. CONTRACTOR shall implement
19 reasonable physical and technical safeguards to protect personal information made available on
20 its Internet site. Such safeguards shall be no less rigorous than generally accepted industry
21 practices.

22 2) Participants will have the unlimited ability to increase (within the
23 limitations of Section 457(b) of the Code) or decrease contributions to the Plan. All requests to
24 increase or decrease contribution amounts will be processed by CONTRACTOR within five (5)
25 Business Days of receipt of the request, but will become effective (1) as soon as allowed by
26 applicable laws and regulations, and/or (2) the date the contribution change can be processed by
27 the COUNTY given COUNTY'S payroll processing schedule.

28 3) Participants will have the ability to exchange existing account balances,

1 in full or in part, and to redirect future contributions from one investment option offered by the Plan
2 to another on any Business Day, subject to CONTRACTOR policies and any applicable
3 restrictions or penalties applied by the investment options.

4 4) Participants will receive consolidated quarterly statements detailing their
5 account activity and account balances for the Plan.

6 5) CONTRACTOR agrees to deliver account statements (by U.S. mail or
7 electronically) to participants within thirty (30) calendar days after the end of each calendar
8 quarter. This timeframe is contingent upon CONTRACTOR receiving fund returns from the mutual
9 fund providers within four (4) Business Days after the end of each quarter.

10 6) CONTRACTOR agrees to provide reports to the COUNTY within thirty
11 (30) calendar days following the end of each calendar quarterly reporting period (March 31, June
12 30, September 30, and December 31) summarizing the following:

- 13 a. All participant activity that transpired during the reporting period;
- 14 b. Total contributions allocated to each investment or insurance option
15 under the Plan; and
- 16 c. Total withdrawals by participant. This report shall include the
17 amount, type and date of withdrawal.

18 7) CONTRACTOR agrees to maintain, for at least the amount of time as
19 required by law, related paper and/or electronic records necessary to produce any required
20 reports.

21 8) CONTRACTOR agrees to maintain all information obtained from or
22 related to all Plan participants as confidential. COUNTY and CONTRACTOR agree that
23 CONTRACTOR, its officers, employees, brokers, registered representatives, affiliates, vendors
24 and professional advisors (such as attorneys, accountants and actuaries) may use and disclose
25 Plan and participant information only to enable or assist it in the performance of its duties
26 hereunder and with other Plan-related activities, and COUNTY expressly authorizes
27 CONTRACTOR to disclose Plan and participant information to its agents and/or broker of record
28 on file with CONTRACTOR. Notwithstanding anything to the contrary contained herein, it is

1 expressly understood that CONTRACTOR retains the right to use any and all information in its
2 possession in connection with its defense and/or prosecution of any litigation which may arise in
3 connection with this Agreement, the investment arrangement funding the Plan, or the Plan;
4 provided, however, in no event will CONTRACTOR release any information to any person or entity
5 except as permitted by applicable law.

6 D. DISTRIBUTIONS

7 1) CONTRACTOR shall make all distributions as directed by a Plan
8 participant or the COUNTY, in accordance with the County of Fresno 457(b) Plan Document
9 (hereinafter referred to as "Plan Document"). All distributions will be made pro-rata from each of
10 the participant's investment options and money sources unless directed otherwise by the
11 participant. Participants are responsible for selecting a form of payment from those available
12 under the terms of the Plan and making all other elections regarding available distribution options,
13 such as rollover elections.

14 2) CONTRACTOR shall furnish each participant, who has received a
15 benefit payment, tax reporting forms in the manner and time prescribed by federal and state law.
16 COUNTY shall be responsible for all tax reporting requirements for periods prior to the effective
17 date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to
18 in writing by the parties to this Agreement in any prior agreements.

19 3) To the extent required by federal and state law, CONTRACTOR will
20 calculate and withhold from each benefit payment federal and state income taxes.
21 CONTRACTOR will report such withholding to the federal and state governments as required by
22 applicable law. COUNTY shall be responsible for all tax reporting requirements for periods prior to
23 the effective date of this Agreement, or after the termination date of this Agreement, unless
24 otherwise agreed to in writing by the parties to this Agreement in any prior agreements.

25 4) CONTRACTOR will provide notice and a distribution form to each
26 participant attaining age 70½ or older in the current calendar year. The notice will inform the
27 participant that required minimum distributions must begin no later than the April 1 of the calendar
28 year following the later of attainment of age 70½ or retirement. All required minimum distributions

1 will be made in accordance with the Plan Document.

2 5) CONTRACTOR shall administer participant and beneficiary unclaimed
3 property funds, including but not limited to uncashed distribution checks and death claims, in
4 accordance with the Plan Document.

5 E. RETIREMENT SPECIALIST: CONTRACTOR will provide a full-time
6 retirement specialist to the Plan and provide at minimum four (4) group education sessions and
7 two-hundred (200) individual consultations with participants annually.

8 F. QUALIFIED DOMESTIC RELATIONS ORDERS

9 The COUNTY directs CONTRACTOR to process Qualified Domestic Relations
10 Orders (hereinafter “QDROs”) in accordance with the COUNTY’S QDRO policy, upon direction
11 given by the COUNTY’S review and approval of such QDROs. The COUNTY may assess a fee
12 for such review at the direction and determination of the COUNTY to offset any legal fees
13 associated with QDRO review. This fee shall be taken from participant and alternate payee
14 account balances, pursuant to the COUNTY’S QDRO policies and procedures.

15 G. UNFORESEEABLE EMERGENCY WITHDRAWALS

16 The COUNTY instructs CONTRACTOR to process all unforeseeable emergency
17 withdrawal requests received in a manner satisfactory to CONTRACTOR. Withdrawals will only
18 be permitted due to an unforeseeable emergency resulting in a severe financial hardship to the
19 participant or beneficiary that cannot be alleviated by any other means available to the participant,
20 in accordance with CONTRACTOR’S standard unforeseeable emergency procedures. COUNTY
21 hereby approves the use of such standard unforeseeable emergency procedures to make these
22 determinations.

23 H. WEBSITE

24 CONTRACTOR will create and maintain a website for and on behalf of the
25 COUNTY for the use of its participants. Participants may access the website via the internet at
26 www.Fresno457.com to review and make changes to their accounts. The “www.Fresno457.com”
27 URL is the exclusive property of COUNTY. The website is available twenty-four (24) hours a day,
28 except for routine maintenance of the system.

1 I. INTERACTIVE VOICE RESPONSE SYSTEM

2 CONTRACTOR will provide an interactive voice response system (IVR) toll-free
3 phone number, which shall be operative twenty-four (24) hours per day, seven (7) days per week,
4 except for routine maintenance of the system. Participants shall be able to conduct routine Plan
5 transactions and obtain account balance information through the IVR. The COUNTY authorizes
6 CONTRACTOR to honor participant instructions, which may be submitted using the toll-free
7 number, either through the IVR or a live representative. The phone number “1-877-693-2457” is
8 the exclusive property of COUNTY.

9 J. CUSTOMER SERVICE

10 CONTRACTOR’s solutions center representatives will be available toll-free to
11 answer participant’s questions and process applicable transactions between the hours of 5:00
12 a.m. and 8:00 p.m. Pacific Time each Monday through Friday, and between the hours of 6:00 a.m.
13 and 3:00 p.m. Pacific Time each Saturday, with the exception of certain holidays as dictated by
14 the New York Stock Exchange holiday trading schedule.

15 K. PARTICIPANT ENGAGEMENT PROGRAM

16 1) CONTRACTOR will make available, a personalized communication
17 program (“Participant Engagement Program” or “PEP”) at no additional cost to the COUNTY
18 designed to engage participants in retirement planning and motivate them to take action to
19 improve their financial future. The program may include delivery methods such as email, digital
20 messaging, social media targeting and direct mail.

21 2) COUNTY understands that CONTRACTOR may use a third-party
22 marketing firm to provide the PEP, that the use of a third-party marketing firm may be essential to
23 provide the PEP due to its personalized features, and that such a program cannot be offered
24 without such use. CONTRACTOR shares participant data with the marketing firm to allow it to
25 target the appropriate retirement plan messages to each participant based on the participant’s
26 individual characteristics, demographics, and behaviors while considering the participant’s
27 preferences for accessing information, electronically or otherwise for more impactful delivery.

28 3) To facilitate the personalized communication program, COUNTY

1 approves the sharing of data with a third-party marketing firm. Participant data will only be shared
2 with the third-party marketing firm for Plan-related purposes. Participant data can include
3 demographic, Plan-related, and information used in the My Interactive Retirement Planner tool.
4 Only third-party marketing firms that comply with all applicable state and federal privacy laws,
5 including the relevant provisions of the Gramm-Leach-Bliley Act, will be utilized. All participant
6 data will be secured and protected at all times to avoid unauthorized access, and the third-party
7 marketing firm must agree to abide by all current applicable legal and industry-standard data
8 security and privacy requirements.

9 4) For the purposes of this Agreement, the third-party marketing firm or
10 firms which CONTRACTOR utilizes to perform services described under this subparagraph K shall
11 be considered “officers, agents, or employees” of CONTRACTOR, as defined in Section 10, Hold
12 Harmless, below.

13 2. OBLIGATIONS OF THE COUNTY

14 The COUNTY shall, upon request, timely provide all information required by
15 CONTRACTOR to perform its services to the Plan as described in this Agreement. The
16 COUNTY shall be responsible for ensuring that the provided information is accurate and
17 complete. CONTRACTOR shall be entitled to rely exclusively on the information provided by
18 the COUNTY, whether oral or in writing.

19 3. TERM

20 The term of this Agreement shall be for a period of three (3) years, commencing on
21 January 24, 2020 through and including January 23, 2023. This Agreement may be extended for
22 two (2) additional consecutive twelve (12) month periods upon written approval of both parties no
23 later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The
24 Director of Human Resources or his or her designee is authorized to execute such written
25 approval on behalf of COUNTY based on CONTRACTOR’S satisfactory performance.

26 4. TERMINATION

27 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
28 be provided hereunder, are contingent on the approval of funds by the appropriating government

1 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
2 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
3 notice.

4 B. Breach of Contract –

5 The COUNTY or CONTRACTOR may immediately suspend or terminate this
6 Agreement in whole or in part, where in the determination of either Party there is:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 10 4) Improperly performed service;
- 11 5) Failure to adopt and/or comply with a change required by federal or
12 state law or regulation.

13 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
14 of any breach of this Agreement or any default which may then exist on the part of the
15 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
16 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
17 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
18 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
19 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
20 demand.

21 C. Without Cause – Under circumstances other than those set forth above, this
22 Agreement may be terminated by COUNTY upon the giving of ninety (90) days advance written
23 notice of an intention to terminate to CONTRACTOR. COUNTY will provide a letter signed by an
24 authorized representative of the COUNTY stating their intent to terminate the Agreement and
25 provide the termination date. Provision of such written notice of termination by COUNTY to
26 CONTRACTOR does not relieve the COUNTY of any termination requirements that may be
27 associated with specific investment options. COUNTY further acknowledges and agrees that the
28 Plan is responsible for any investment product liquidation fees, if applicable, and that neither

1 CONTRACTOR nor any of its affiliates assumes liability for any such fees.

2 D. Upon the effective date of termination of this Agreement, due to the events
3 described in Paragraphs A, B, or C of this Termination Section, the following shall occur:

4 1) CONTRACTOR will no longer accept any additional deferrals to the
5 Plan except by mutual agreement of the parties.

6 2) On the effective date of termination pursuant to this Section, or as
7 otherwise agreed upon by the parties, CONTRACTOR will provide COUNTY, or other such entity
8 as the COUNTY may designate in writing, a copy of all records relating to services rendered under
9 this Agreement, including participant sub-accounts, in a format and media agreed upon by the
10 parties.

11 3) On the effective date of termination pursuant to this Section, or as
12 otherwise agreed upon by the parties, CONTRACTOR will transfer all Plan assets under its
13 control to the COUNTY or to such other entity as the COUNTY may designate in writing.
14 CONTRACTOR agrees to provide a final accounting of all Plan assets for which CONTRACTOR
15 provides recordkeeping.

16 5. COMPENSATION

17 A. As compensation for the performance of the Administrative Services
18 provided by CONTRACTOR pursuant to this Agreement, the COUNTY and CONTRACTOR
19 agree that CONTRACTOR shall be entitled to receive an annualized compensation requirement of
20 0.10% (10 basis points) of the Plan's account value held by CONTRACTOR ("Compensation
21 Requirement") to be calculated and collected according to CONTRACTOR'S standard business
22 practices. CONTRACTOR'S Compensation Requirement will be calculated and assessed
23 monthly based on the market value of total Plan assets held by CONTRACTOR as of the last
24 Business Day of each month. The Compensation Requirement will be calculated and assessed as
25 follows: Compensation Requirement x Total Plan Assets on Last Business Day of Month x
26 (number of calendar days since the last fee was assessed) / (number of days in the calendar year)
27 at market close. CONTRACTOR'S Compensation Requirement will be taken in the form of an
28 explicit asset management charge applied against all Plan assets under management, excluding

1 outstanding participant loan balances.

2 B. COUNTY directs CONTRACTOR to assess and collect an additional asset
3 management charge, as determined by the Deferred Compensation Management Council, to be
4 applied against all Plan assets under management, excluding participant loan balances, to be
5 remitted to and used by the COUNTY for reasonable and necessary Plan related expenses. This
6 additional asset management charge will be calculated and collected from participant accounts
7 according to CONTRACTOR'S standard business practices as described in 5.A above. This Plan
8 expense charge will be in addition to CONTRACTOR'S Compensation Requirement described in
9 Section 5.A above. COUNTY will provide CONTRACTOR with direction in writing as to the
10 amount of this additional asset management charge.

11 C. CONTRACTOR will place \$30,000 at risk towards the following performance
12 guarantees:

Activity	Quality Standard	\$ at Risk
Participation Rate Increase	CONTRACTOR will increase participation rate 15% over the duration of the contract term. Participation rate of 53.74% as of 9/30/19 will determine the beginning rate, with a final rate of 61.80% at the end of the contract term.	\$14,700 payable at the end of the contract term
Contribution reconciliation	CONTRACTOR will reconcile contributions within three (3) business days from receipt of deposit if received in good order	\$1,700 per annum if less than 99%
Contribution posting	CONTRACTOR will post contributions within three (3) business days from receipt of deposit if received in good order	\$1,700 per annum if less than 99%
Hardship withdrawals paid	CONTRACTOR will process hardship withdrawals within three (3) business days from receipt of request if received in good order	\$1,700 per annum if less than 99%

1 2 3	Loans funded	CONTRACTOR will fund loans within five (5) business days from receipt of request if received in good order	\$1,700 per annum if less than 99%
4 5 6	Distributions paid	CONTRACTOR will process distributions within five (5) business days from receipt of request if received in good order	\$1,700 per annum if less than 99%
7 8 9	Investment fund transfers processed	CONTRACTOR will process investment fund transfers the same day if received before the close of the NYSE if received in good order	\$1,700 per annum if less than 99%
10 11 12	Rollovers into Plan processed	CONTRACTOR will process and invest rollovers into the Plan within five (5) business days from receipt of deposit if received in good order	\$1,700 per annum if less than 99%
13 14 15	Participant statements mailed	CONTRACTOR will mail statements to participants within twenty (20) calendar days after the end of each quarter	\$1,700 per annum
16 17	Average wait time for call center	CONTRACTOR agrees to an average wait time of forty (40) seconds	\$1,700 per annum if less than 99%

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20 Fees associated with the failure to meet the performance standards outlined in this Paragraph C of the Compensation Section shall be paid directly to the Plan.

21
22 D. CONTRACTOR will provide the COUNTY with a quarterly Compensation Requirement report within thirty (30) Business Days after the end of each quarter.

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25 E. The COUNTY acknowledges that CONTRACTOR and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan account (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments as described in detail at www.Fresno457.com, and other payments received from investment option providers. The COUNTY directs CONTRACTOR to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments

1 shall be credited to participant accounts on a pro-rata basis based on each participant's total
2 assets held in all Plan investment options that generated the Investment Option Payments.

3 F. The COUNTY directs CONTRACTOR to establish and maintain a separate
4 account (the "Plan Expense Account") to which the asset management charge referred to in
5 Section 5.B will be credited. The Plan Expense Account will be funded on a quarterly basis. The
6 COUNTY will select a single investment vehicle to be used for the Plan Expense Account, which
7 cannot be an investment vehicle included in the participant investment option lineup. The
8 COUNTY will direct CONTRACTOR, in writing, to pay reasonable and necessary Plan expenses
9 directly to the COUNTY or to a Plan service provider.

10 1) When each invoice is submitted to CONTRACTOR for payment, the
11 COUNTY shall certify in writing that the expenses represented by the invoice are reasonable and
12 necessary Plan expenses. As the fiduciary of the Plan, the COUNTY is solely responsible for
13 making determinations with respect to the appropriateness of all expenses of the Plan and how
14 the Plan Expense Account is managed.

15 2) The account balance, account transactions and investment experience
16 of the Plan Expense Account will be reported to the COUNTY no later than thirty (30) Business
17 Days after the end of each calendar quarter.

18 3) At the direction of COUNTY, any balance in the Plan Expense Account
19 that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to
20 participant accounts on a pro-rata basis based on their total account balance on an annual basis
21 to be mutually determined and agreed to by the parties.

22 G. To the extent offered under the Plan, in addition to the above described fees,
23 CONTRACTOR shall also receive fees with respect to a participant's use of participant loan
24 administration as follows:

25 1) Loans – All participant loan fees are governed by CONTRACTOR'S
26 Plan Loan Procedures document, as approved by the Deferred Compensation Management
27 Council.

28 Fees related to participant loans are in addition to the Compensation

1 Requirement for Administrative Services as provided in this Agreement.

2 H. In no event shall services performed under this Agreement be in excess of
3 \$2,000,000 during the term of this Agreement. It is understood that all expenses incidental to
4 CONTRACTOR'S performance of services under this Agreement shall be borne by
5 CONTRACTOR.

6 6. INVESTMENT OPTIONS: CONTRACTOR agrees to accept contributions to the
7 Plan for investment in the investment options selected for the Plan by the COUNTY or other
8 responsible Plan fiduciary in its sole discretion and agreed to by CONTRACTOR. COUNTY
9 agrees to accept the terms and conditions of the annuity contracts, mutual funds, and any other
10 investment products selected for the Plan after being provided with a copy of the same.

11 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and
12 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
13 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
14 employees will at all times be acting and performing as an independent contractor, and shall act in
15 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
16 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
17 direct the manner or method by which CONTRACTOR shall perform its work and function.
18 However, COUNTY shall retain the right to administer this Agreement so as to verify that
19 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

20 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
21 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
22 subject thereof.

23 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
24 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
25 shall be solely liable and responsible for providing to, or on behalf of, its employees all
26 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
27 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
28 including compliance with Social Security withholding and all other regulations governing such

1 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
2 providing services to others unrelated to the COUNTY or to this Agreement.

3 8. MODIFICATION: Any matters of this Agreement may be modified from time to time
4 by the written consent of all the parties without, in any way, affecting the remainder.

5 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
6 Agreement nor their rights or duties under this Agreement without the prior written consent of the
7 other party. This provision shall not restrict CONTRACTOR'S right to delegate certain services to
8 an agent, including an affiliate, without having to obtain written consent of COUNTY first. Unless
9 agreed to by the parties, no such assignment shall relieve any party of this Agreement of any
10 duties or responsibilities herein.

11 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless,
12 and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
13 and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims,
14 and losses occurring or resulting to COUNTY in connection with any error or omission, by
15 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
16 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
17 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
18 by any error or omission, of CONTRACTOR, its officers, agents, or employees under this
19 Agreement, except to the extent COUNTY has caused or significantly contributed to the error or
20 omission.

21 11. INSURANCE

22 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
23 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
24 following insurance policies or a program of self-insurance, including but not limited to, an
25 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
26 Agreement:

27 A. Commercial General Liability

28 Commercial General Liability Insurance with limits of not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
2 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
3 including completed operations, products liability, contractual liability, Explosion-Collapse-
4 Underground, fire legal liability or any other liability insurance deemed necessary because of the
5 nature of this contract.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits of not less than One Million
8 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
9 include any auto used in connection with this Agreement.

10 C. Professional Liability

11 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
12 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
13 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
14 aggregate.

15 D. Worker's Compensation

16 A policy of Worker's Compensation insurance as may be required by the California
17 Labor Code.

18 E. Cyber Liability

19 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
20 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and
21 obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be
22 limited to, claims involving infringement of intellectual property, including but not limited to
23 infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,
24 damage to or destruction of electronic information, release of private information, alteration of
25 electronic information, extortion and network security. The policy shall provide coverage for
26 breach response costs as well as regulatory fines and penalties as well as credit monitoring
27 expenses with limits sufficient to respond to these obligations.

28 Additional Requirements Relating to Insurance

1 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
2 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
3 additional insured, but only insofar as the operations under this Agreement are concerned. Such
4 coverage for additional insured shall apply as primary insurance and any other insurance, or
5 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only
6 and not contributing with insurance provided under CONTRACTOR's policies herein. This
7 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
8 notice given to COUNTY.

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
10 employees any amounts paid by the policy of worker's compensation insurance required by this
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that
12 may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of
13 subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an
14 endorsement.

15 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
17 the foregoing policies, as required herein, to the County of Fresno, Paul Nerland, Director of
18 Human Resources, 2220 Tulare Street, 14th Floor, Fresno, CA 93721, stating that such insurance
19 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents
20 and employees will not be responsible for any premiums on the policies; that for such worker's
21 compensation insurance, the CONTRACTOR has waived its right to recover from the COUNTY,
22 its officers, agents, and employees any amounts paid under the insurance policy and that waiver
23 does not invalidate the insurance policy; that such Commercial General Liability insurance names
24 the County of Fresno, its officers, agents and employees, individually and collectively, as
25 additional insured, but only insofar as the operations under this Agreement are concerned; that
26 such coverage for additional insured shall apply as primary insurance and any other insurance, or
27 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
28 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this

1 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
2 written notice given to COUNTY.

3 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
4 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
5 Agreement upon the occurrence of such event.

6 All policies shall be issued by admitted insurers licensed to do business in the State of
7 California, and such insurance shall be purchased from companies possessing a current A.M.
8 Best, Inc. rating of A FSC VII or better.

9 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
10 business hours, and as often as the COUNTY may deem necessary, make available to the
11 COUNTY for examination all of its records and data with respect to the matters covered by this
12 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
13 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
14 with the terms of this Agreement.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
16 subject to the examination and audit of the Auditor General for a period of three (3) years after
17 final payment under contract (Government Code Section 8546.7).

18 13. NOTICES: All notices, demands or other communications provided for or required
19 by the Agreement (or any instrument or document delivered pursuant to this Agreement) will be in
20 writing. The persons and their addresses having authority to give and receive notices under this
21 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Nationwide Retirement Solutions, Inc.
Department of Human Resources	10 W. Nationwide Blvd.
2220 Tulare Street, 14 th Floor	Columbus, OH 43015
Fresno, CA 93721	Attn: AVP, Client Services

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23
24
25 14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement
26 shall only be in Fresno County, California.

27 The rights and obligations of the parties and all interpretation and performance of this
28 Agreement shall be governed in all respects by the laws of the State of California.

1 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

2 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
3 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR
4 changes its status to operate as a corporation.

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or performing
7 services under this agreement. A self-dealing transaction shall mean a transaction to which the
8 CONTRACTOR is a party and in which one or more of its directors has a material financial
9 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
10 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
11 attached hereto as Exhibit A and incorporated herein by reference, and submitting it to the
12 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

13 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
14 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
15 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
16 and understanding of any nature whatsoever unless expressly included in this Agreement. In the
17 event of any inconsistency in interpreting the documents which constitute this Agreement, the
18 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text
19 of this Agreement (excluding Attachment "A"; (2) the COUNTY'S RFP 19-071; and (4) the
20 CONTRACTOR'S proposal made in response to COUNTY'S RFP 19-071.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

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CONTRACTOR

Catherine Moore
(Authorized Signature)

Catherine Moore
AVP Client Services
Print Name & Title

10 W. Nationwide Blvd.

Columbus, OH 43015
Mailing Address

COUNTY OF FRESNO

Ernest Buddy Mendes
Ernest Buddy Mendes

Chairman of the Board of Supervisors
of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:
Fund:
Subclass:
ORG:
Account:

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	