

**ADMINISTRATIVE SERVICES AGREEMENT
FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN, FICA-
SUBSTITUTE PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEE PLAN AND
401(a) PLAN OF EL DORADO COUNTY, CALIFORNIA**

This Administrative Services Agreement ("Agreement") is effective as of the date signed by the Plan Sponsor (the "Effective Date") by and between Nationwide Retirement Solutions, Inc., a Delaware corporation ("Nationwide") and an affiliate and subsidiary of Nationwide Financial Services, Inc., and El Dorado County, California, the Plan Sponsor ("Plan Sponsor").

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended ("Code"), established and sponsors the El Dorado County Deferred Compensation Plan, a Section 457(b) Plan; the El Dorado County Social Security Replacement Plan, a FICA-Substitute Plan or OBRA Plan for part-time, seasonal, and temporary employees under Section 457(b); and the El Dorado County 401(a) Plan, a Section 401(a) Plan (collectively "Plan" or "Plans");

WHEREAS, Plan Sponsor and Nationwide entered into an Administrative Services Agreements in which Nationwide agreed to provide non-discretionary recordkeeping and administrative services for the OBRA Plan effective August 22, 2005 and for the 457(b) Plan effective April 10, 2007 ("Original Agreements")

WHEREAS, Plan Sponsor and Nationwide wish to restate the Original Agreements in their entirety as set forth herein and to have Nationwide continue to provide non-discretionary recordkeeping and administrative services described in this Agreement ("Administrative Services") for the 457(b) and OBRA Plans;

WHEREAS, Plan Sponsor now desires to have Nationwide perform Administrative Services described in this Agreement for the 401(a) Plan; and

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

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

1. DESIGNATION

- a. Plan Sponsor designates Nationwide as a non-fiduciary, non-discretionary provider of Administrative Services for the Plans in accordance with the terms of this Agreement.
- b. Any duties or services not specifically described herein or delegated in the Plans' documents as being provided by Nationwide are the responsibility of Plan Sponsor.
- c. Services in addition to those in this Agreement or delegated in the Plans' documents may be added by mutual agreement of Nationwide and Plan Sponsor.

2. ELIGIBLE EMPLOYER

Plan Sponsor has determined that it is an “eligible employer” and meets the requirements of Code Section 457(e)(1)(A) and 414(d).

3. TERM

- a. The initial term of this Agreement is five (5) years from the Effective Date, unless terminated earlier in accordance with Section 23.
- b. Upon the expiration of the initial term, this Agreement shall automatically renew for up to five (5) additional successive one-year periods, unless terminated earlier in accordance with Section 23. Each renewal is based on the existing terms, conditions, Nationwide’s performance, and pricing.
- c. If at the expiration of the renewal periods Plan Sponsor has not provided Nationwide with instructions for the transfer of administration of the Plans, this Agreement will convert to an “evergreen” agreement and will remain in effect until terminated in accordance with Section 23.

4. GENERAL

- a. Plan Sponsor adopts Nationwide’s established policies and procedures with respect to the administration of 457(b) and 401(a) Plans on its administrative system. Nationwide and Plan Sponsor shall mutually agree to any procedures which require customization, *e.g.*, loan procedures.
- b. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring deferrals to other Section 457, 403(b), 401(a), and/or 414(h) plans, or any defined benefit plans referenced by the Code.
- c. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring inter-plan coordination between the Plans administered by Nationwide and any other plan which Plan Sponsor may have.
- d. This Agreement does not require, nor will this Agreement be construed as requiring, Nationwide to exercise any discretionary control or authority over the Plans or the assets of the Plans.
- e. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to Plan Sponsor or to Plan participants.

5. PLAN SPONSOR RESPONSIBILITIES

- a. Plan Sponsor is responsible for timely providing all information that Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services under this Agreement.
- b. Plan Sponsor is responsible for timely providing updated information regarding Plan participants.

- c. Plan Sponsor is responsible for ensuring that the provided information is accurate and complete. Nationwide is entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information.
- d. Plan Sponsor acknowledges that inaccurate or late information could result in tax penalties, participant/beneficiary legal claims, or both. Nationwide assumes no responsibility for, and will not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.
- e. Plan Sponsor agrees to be responsible for all maximum deferral limit testing for these Plans.

6. SERVICES RELATED TO PARTICIPANT ENROLLMENT

- a. Plan Sponsor is responsible for determining employees eligible to participate in the Plans.
- b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plans.
- c. Nationwide agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties.
- d. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided, however, that all reasonable expenses associated with such distribution will be paid by Nationwide.

7. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS AND ACCOUNT ACCESS

- a. Nationwide agrees to establish an account for each enrolled participant, beneficiary, and alternate payee of the Plans (for purposes of this Agreement only, hereinafter referred to as "Participant" or "Participants").
- b. For each Participant account, at a minimum, Nationwide will maintain the following information, if provided:
 - i. Name;
 - ii. Social Security number;
 - iii. Mailing address;
 - iv. Date of birth;
 - v. Current investment allocation direction;
 - vi. Contributions allocated and invested;
 - vii. Investment transfers;
 - viii. Benefit payments;

- ix. Current account balance;
 - x. Transaction history since funding under the Agreement;
 - xi. Contributions since funding under the Agreement;
 - xii. E-mail address;
 - xiii. Beneficiary designation, if applicable;
 - xiv. Benefit tax withholding information; and
 - xv. Such other information as agreed upon by the Plan Sponsor and Nationwide.
- c. Participants will have the unlimited ability to increase (within the limitations of Code Section 457(b)) or decrease contributions to the 457(b) Plan. Nationwide will process all requests to increase or decrease contribution amounts within five Business Days (The term "Business Day" means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.) of receipt of the request, but the request cannot be effective until the earliest date permissible under the Code or, if later, the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.
 - d. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one available investment option to another on any Business Day subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.
 - e. Nationwide will provide reports to the Plan Sponsor within thirty days following the end of each calendar quarter reporting period summarizing the following:
 - i. All Participant activity that transpired during the reporting period;
 - ii. Total contributions allocated to each investment or insurance option under the Plans; and
 - iii. Total withdrawals by Participant. This report shall include the amount, type, and date of withdrawal.
 - f. Nationwide will maintain all accounts and records associated with the administration of the Plans for a period of four (4) years after termination of this Agreement. Nationwide shall make documents and records, including the records necessary to produce the reports provided to the Plan Sponsor, available to the Plan Sponsor for inspection, copying, and auditing upon Plan Sponsor's reasonable request. All records shall be the property of Plan Sponsor. This section shall survive the termination of this Agreement.

8. SERVICES RELATED TO PLAN CONTRIBUTIONS

- a. Plan Sponsor agrees to send all Plan contribution information and related funds to Nationwide on a timely basis that complies with all applicable legal requirements.

- b. Plan Sponsor will provide all contribution allocation information with respect to Participant accounts to Nationwide in a mutually agreed upon format. Contribution allocation instructions include direction via electronic sources.
- c. Nationwide will allocate contribution amounts transmitted by Plan Sponsor to Participant accounts in accordance with the latest instructions from Participants or the Plan Sponsor (as applicable) on file with Nationwide, when such instructions are in good order.
- d. Nationwide agrees to post funds received in good order (as defined below) from Plan Sponsor in accordance with the separate funding arrangements between Plan Sponsor and Nationwide or any of its affiliates.
- e. Plan Sponsor may send funds by wire transfer, through an automated clearinghouse, or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to Participant accounts.
- f. The term “in good order” means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:
 - i. All records must include the correct and complete Participant name, Social Security number (or other unique identifier), and the amount to be credited to the participant’s account(s);
 - ii. The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
 - iii. The Plan name and Plan number must be clearly identified;
 - iv. Both the Participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
 - v. All Participants making or receiving a contribution must have an account established on the recordkeeping system.
- g. If Nationwide determines that the contribution or allocation detail is not in good order (“NIGO”), Nationwide will notify the Plan Sponsor. After such notification, the parties will continue to try to resolve the NIGO status. If the parties do not achieve resolution, Nationwide will return the funds to the Plan Sponsor within thirty Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide’s instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be NIGO.

9. SERVICES WITH RESPECT TO DISTRIBUTIONS

- a. Nationwide shall make all distributions in accordance with the specific Plan Document(s) and Adoption Agreement(s).

- b. Except as provided in subsection d, below, Nationwide shall make all distributions as directed by a Participant or the Plan Sponsor. Participants are responsible for selecting a form of payment from those available under the terms of the Plans and making all other elections regarding available distribution options.
- c. All distributions will be made pro-rata from each of the Participant's investment options and money sources unless directed otherwise by the Participant.
- d. Nationwide will provide notice and a distribution form to each Participant attaining age 73 (or such other age as determined by current law) or older in the current calendar year. The notice will inform the Participant that required minimum distributions ("RMD") must begin no later than the April 1 of the calendar year following the later of attainment of age 73 (or such other age as determined by current law) or retirement (subject to the terms of the Plans). Nationwide will automatically distribute the RMD to the Participant if no direction is received from the Participant.

10. TAX REPORTING

- a. For each Participant that has received a benefit payment, Nationwide shall furnish tax reporting forms. The forms will be provided in the manner and time prescribed by federal and state law.
- b. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.
- c. Plan Sponsor will be responsible for all tax reporting requirements for periods before the Effective Date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

11. UNCLAIMED PROPERTY

Nationwide shall administer Participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures.

12. SERVICES RELATED TO PARTICIPANT COMMUNICATION AND EDUCATION

a. Communication and Education

i. Participant Statements

- 1. Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plans.
- 2. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to Participants within twenty (20) Business Days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.

b. Website

- i. Participants may access the website via a secured internet site at www.nationaldeferred.com to review and make changes to their accounts. The website complies with applicable data protection and privacy laws. The website is the exclusive property of Nationwide.
- ii. Using this site, Participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that a Participant submits using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.
- iii. The website is available twenty-four (24) hours a day, seven (7) days per week, except for routine maintenance of the system.
- iv. The Participant website experience will include access to an education library offering investment education. Content is delivered via multiple formats which can include short videos, print materials, and workshop modules.

c. INTERACTIVE VOICE RESPONSE SYSTEM

- i. Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four hours per day, seven days per week, except for routine maintenance of the system.
- ii. Participants will be able to conduct routine Plan transactions and obtain account balance information through the IVR.
- iii. The Plan Sponsor authorizes Nationwide to honor Participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

d. CUSTOMER SERVICE

Nationwide's customer service representatives will be available toll-free to answer Participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, except for certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

e. PARTICIPANT ENGAGEMENT PROGRAM

- i. Nationwide will provide a personalized communication program (Participant Engagement Program or "PEP") designed to engage Participants in retirement planning and motivate them to take action to improve their financial future. The program may include delivery methods such as email, digital targeting, social targeting, and Direct Mail.

- ii. Use of Third-Party Marketing Firm: Plan Sponsor understands that Nationwide may use a third-party marketing firm to provide the PEP, that the use of a third-party marketing firm may be essential to provide the PEP due to its personalized features, and that such a program cannot be offered without such use. Nationwide shares Participant data with the marketing firm to allow it to target the appropriate retirement plan messages to each Participant based on the Participant's individual characteristics, demographics, and behaviors while considering the Participant's preferences for accessing information, electronically or otherwise, for more impactful delivery.
- iii. Sharing of Participant Data: To facilitate the personalized communication program, Plan Sponsor approves the sharing of data with a third-party marketing firm. Participant data will only be shared with the third-party marketing firm for Plan-related purposes. Only third-party marketing firms that comply with all applicable state and federal privacy laws, including the relevant provisions of the Gramm-Leach-Bliley Act, will be utilized. All Participant data will be secured and protected at all times to avoid unauthorized access, and the third-party marketing firm must agree to abide by all current applicable legal and industry-standard data security and privacy requirements.

13. SERVICES RELATED TO INVESTMENT OPTIONS

- a. Plan Sponsor is responsible for selecting the Plans' funding vehicles. Plan Sponsor, in its sole discretion, may select the investment option line up and make changes to remove, add, or replace funding vehicles in the Plans by written notice to Nationwide.
- b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements after being provided with a copy of same.
- c. Nationwide agrees to accept contributions to the Plans for investment in the investment options selected by the Plan Sponsor, a product's independent investment advisor, or other responsible Plan fiduciary in its sole discretion and agreed to by Nationwide.

14. ADDITIONAL SERVICES FOR GOVERNMENTAL 401(a) PLANS

Nationwide may provide the following services to the Plan Sponsor for the Plan as mutually agreed upon in writing by the Plan Sponsor and Nationwide.

- a. Eligible Employee Verification
- b. Contribution and Forfeiture Allocation
- c. Contribution Verification
- d. Vesting Calculation and Maintenance
- e. Contribution Limit Testing (This will be done on an individual plan basis. Nationwide will not be responsible for monitoring aggregate contribution limits to multiple plans or for reviewing or taking into account contributions to any other plan sponsored by the Plan Sponsor or contributions record kept by another vendor.)

15. COMPENSATION

- a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.15% (15 basis points) of the Plans' account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset-based fee applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA feature") but excluding outstanding participant loan balances. The parties also agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.
- b. The Plan Sponsor may direct Nationwide to collect an additional explicit annualized asset-based fee to be applied against all Plan assets under management, including Plan balances held in the SDBA feature but excluding participant loan balances, to be remitted to Plan Sponsor for Plan related expenses. The Plan Sponsor may change the amount of this additional explicit asset fee by providing at least thirty (30) days written notice to Nationwide. This additional asset fee will be calculated and collected from participant accounts according to Nationwide's standard business practices. This Plan expense charge will be in addition to Nationwide's Compensation Requirement described in Section 15.a. above.
- c. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments as described in detail at www.nationaldeferred.com, and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments shall be credited to participant accounts on a pro-rata basis based on each participant's total assets held in all Plan investment options that generated the Investment Option Payments.
- d. The Plan Sponsor directs Nationwide to establish and maintain a separate account (the "Plan Expense Account") to which the additional explicit asset-based fee referred to in Section 15.b. will be credited. The Plan Expense Account will be funded on a quarterly basis. The Plan Sponsor will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the participant investment option line-up. The Plan Sponsor will direct Nationwide, in writing, to pay Plan expenses directly to the Plan Sponsor or to a Plan service provider.
 - i. As the fiduciary of the Plans, the Plan Sponsor is responsible for how the Plan Expense Account is managed. Nationwide does not accept this responsibility.
 - ii. At any time, Plan Sponsor can direct Nationwide to allocate any accumulation to participant accounts on a pro-rata basis based on their total account balance.
 - iii. The account balance, account transactions, and investment experience of the Plan Expense Account will be reported to the Plan Sponsor no later than thirty (30) business days after the end of each calendar quarter.

- e. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested.
- f. To the extent offered under the Plans, in addition to the above described fees, Nationwide shall also receive fees with respect to a Participant's use of Participant loan administration, the SDBA feature, and managed account services as follows:
 - i. Loans – If requested by the Plan Sponsor and permitted under the terms of the Plans, Nationwide will assist the Plan Sponsor in processing Participant loan requests pursuant to Participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All Participant loan fees are governed by Nationwide's Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.
 - ii. SDBA feature – The Plans may offer an SDBA feature for qualifying participants in the Plans. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each Participant by Nationwide.
 - iii. Managed account services - Managed account services are offered by Morningstar or Nationwide Investment Advisors ("NIA"), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with Morningstar or NIA if the Plan Sponsor wants to add managed account services to the Plans. Only Participants who choose to utilize the managed account service are assessed fees. Such fees are authorized in a separate agreement between the Participant and Morningstar or NIA and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA feature, and managed account services are in addition to the fees in Sections 15.a. and b.

- g. Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

16. PERFORMANCE GUARANTEES

In the event that Nationwide fails to meet any performance standards described in this section of the Agreement, financial penalties will be assessed against Nationwide according to the following schedule, up to a maximum of \$9,000 annually. All the performance standards below are to be applied to the Plans in the aggregate and not separately.

Service	Standard	Amount at Risk
Participant Services Phone Response Time	Call center answers 75% within 20 seconds	\$500/quarter
Plan Sponsor Services Phone Response Time	Return calls placed to Plan Sponsor within 24 hours	No dollars at risk

Quarterly Statement Delivery	Mailed within 20 Business Days	\$500/quarter
Withdrawals	Processed 2 Business Days provided received in good order	\$100/quarter
Emergency Withdrawals	Processed 2 Business Days after approval and provided received in good order	\$100/quarter
Contribution Posting	Processed same Business Day provided received in good order including both payroll detail and contributions	\$100/quarter
Rollovers Out	Processed 2 Business Days provided received in good order	\$100/quarter
Loan Processing	Application processed within 2 Business Days provided received in good order	\$100/quarter
Plan Sponsor Reports	30 Business Days	\$250/quarter
On-site Group Seminars	8*	\$1,000/annum*
Individual Meetings	440*	\$1,000/annum*

*Nationwide agrees to conduct seminars and meetings conditioned on the Plan Sponsor facilitating the scheduling of such presentations and to providing facilities at which satisfactory attendance can be expected. Further, Nationwide agrees to conduct seminars and meetings conditioned on sufficient interest by participants and eligible employees and as attendance warrants.

17. FRAUD

- a. Nationwide will investigate suspected fraud in accordance with its standard procedures.
- b. Nationwide will report any fraud that is confirmed after performing its investigation to Plan Sponsor.
- c. Nationwide will work with Plan Sponsor to determine the appropriate action to mitigate or rectify any discovered fraud.
- d. If Nationwide suspects fraud with respect to an Automated Clearing House (ACH) transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the Participant instead.

18. ASSIGNABILITY AND PROVISION OF SERVICES

- a. Excepted as otherwise specifically provided for in this Agreement, Plan Sponsor acknowledges that the Administrative Services under this agreement will be performed by Nationwide or one of its affiliates.
- b. Except as provided for in Subsection “a” above, no party to the Agreement will assign the performance of services without the express written consent of the other party, which consent shall not be unreasonably withheld. Unless agreed to by the parties, such assignment shall not relieve any party to this Agreement of any duties or responsibilities herein. This provision does not restrict Nationwide’s right to delegate certain services to an agents, affiliates, and vendors.

19. CONFIDENTIALITY

- a. Nationwide agrees to maintain all information obtained from or related to all Participants as confidential.
- b. Plan Sponsor authorizes Nationwide to disclose Plan and employee information to its agents, affiliates, vendors, brokers, registered representatives, and professional advisors (such as attorneys, accountants and actuaries) to enable or assist them in the performance of their duties hereunder and other plan-related activities.
- c. Plan Sponsor agrees to allow the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Participants.
- d. Except as provided for in Sections 12(e) and 19(b), Plan Sponsor agrees that Plan and Participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by Plan Sponsor.
- e. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with the Agreement, the investment arrangement funding the Plans, or the Plans; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.
- f. Notwithstanding any other provisions in this Agreement, Nationwide acknowledges and agrees that any documents or records provided by Nationwide to Plan Sponsor may be subject to the California Public Records Act. Plan Sponsor may determine, in its sole discretion, whether or not the documents or records if requested are subject to disclosure pursuant to applicable laws and regulations. However, Plan Sponsor shall give Nationwide a reasonable opportunity to review and redact any confidential or proprietary information from such documents or records prior to Plan Sponsor's disclosure.

20. INDEMNIFICATION

- a. Nationwide agrees to indemnify, defend and hold harmless Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Plan Sponsor or incurred by Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against Plan Sponsor alleging or involving Nationwide's non-performance of the provisions of the Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under the Agreement. In addition, Nationwide represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.
- b. To the extent not prohibited by state law, Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in

connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving Plan Sponsor's non-performance of the provisions of the Agreement under Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, Plan Sponsor represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

21. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and Plan Sponsor. This Agreement shall be enforceable only by the parties, not by Participants or other third parties, and is intended to create no third-party beneficiaries.

22. MODIFICATION

- a. The parties intend this writing to be both the final expression of the Agreement between the parties and a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, the parties may amend the Agreement from time to time and as mutually agreed upon. Except as otherwise provided herein, no modification of the Agreement will be effective unless and until such modification is evidenced by a writing signed by both parties.
- b. Notwithstanding the above, if Nationwide determines that an amendment to the Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors with at least sixty (60) business days advance notice to Plan Sponsor, Nationwide reserves the right to implement the amendment on a prospective basis for any plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide regarding any Agreement modification communicated to Plan Sponsor.

23. TERMINATION

- a. Notwithstanding subsection (b) below, either the Plan Sponsor or Nationwide may terminate the Agreement for any or no reason upon providing 150 days written notice to the other party.
- b. In the event either party fails to perform any or all of its obligations as defined in the Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement upon 60 days written notice to the defaulting party.
- c. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options.

- d. Plan Sponsor further acknowledges and agrees that the Plans are responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.
- e. Upon the effective date of termination of this Agreement the following shall occur:
 - i. Nationwide will no longer accept contributions to the Plans except by agreement of the parties.
 - ii. Nationwide will:
 - 1. Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all Participant records in an electronic format and within a time frame as mutually agreed upon between Nationwide and Plan Sponsor.
 - 2. Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing Participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame agreed to by the parties for the delivery of Participant records.
 - 3. Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing in accordance with the funding arrangement terms. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

24. CIRCUMSTANCES EXCUSING PERFORMANCE

- a. Neither party to the Agreement will be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, severe malware or cyber-attack, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.
- b. Neither party will be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor Plan Sponsor will be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.
- c. "Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

25. NO WAIVER

The failure of either party to enforce any provision of the Agreement will not be construed as a waiver of that provision or of any other provision in the Agreement. Either party may, at any time, enforce a provision previously unenforced, unless a modification to the Agreement has been executed that makes such provision unenforceable.

26. SEVERABILITY

Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction where performance is required will be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions. Any prohibited or unenforceable provision in any one jurisdiction will not prohibit or render unenforceable such provision in any other jurisdiction.

27. AUTHORIZED PERSONS

Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plans and/or assets in the Plans, and written direction regarding the form of such instructions.

28. COMPLIANCE WITH LAWS

Both Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plans and the administration thereof. Nothing contained herein will be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

29. SURVIVAL OF REPRESENTATIONS, WARRANTIES, INDEMNITY, AND CONFIDENTIALITY

- a. Notwithstanding anything to the contrary, any representations and warranties contained herein will survive termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five (5) Business Days of any representation or warranty that is no longer valid.
- b. Notwithstanding anything to the contrary, any indemnity provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.
- c. Notwithstanding anything to the contrary, any confidentiality provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.

30. PRIVACY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Participants of the Plans have no privity of contract with each other.

31. APPLICABLE LAW AND VENUE

This agreement will be construed in accordance with the laws operating within the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated in the state court located in County of El Dorado, State of California.

32. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party will be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

33. HEADINGS

The headings of articles, paragraphs, and sections are included for convenience only and will not be considered by either party in construing the meaning of the Agreement.

34. NOTICES

All notices and demands to be given by one party to another must be given by certified United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice will be deemed received on the earlier of: (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

If to Nationwide: Nationwide Retirement Solutions, Inc.
Attn: Client Services 3-06-302
3 Nationwide Plaza
Columbus, Ohio 43215-2410

If to Plan Sponsor: El Dorado County
Attn: Treasurer Tax Collector Office
360 Fair Lane
Placerville, California 95667

35. AUDIT BY CALIFORNIA STATE AUDITOR

Nationwide acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code section 8546.7. In order to facilitate these potential examinations and audits, Nationwide shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

36. INSURANCE

Nationwide shall provide proof of a policy of insurance satisfactory to Plan Sponsor's Risk Management Division and documentation evidencing that Nationwide maintains insurance that meets the following requirements:

- a. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Nationwide's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. Plan Sponsor, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Nationwide in performance of the Agreement.
- d. In the event Nationwide is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- e. Nationwide shall furnish a certificate of insurance satisfactory to Plan Sponsor's Risk Management Division as evidence that the insurance required above is being maintained.
- f. The insurance will be issued by an insurance company acceptable to Plan Sponsor's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- g. Nationwide agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Nationwide agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Nationwide agrees that no work or services shall be performed prior to the giving of such approval. In the event Nationwide fails to keep in effect at all times insurance coverage as herein provided, Plan Sponsor may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- h. The certificate of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Plan Sponsor; and
 - b. The Plan Sponsor, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- i. Nationwide's insurance coverage shall be primary insurance in respect to Plan Sponsor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Plan Sponsor, its officers, officials, employees, or volunteers shall be in excess of Nationwide's insurance and shall not contribute with it.
- j. Any deductibles or self-insured retentions must be declared to and approved by Plan Sponsor. At the option of Plan Sponsor, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to Plan Sponsor, its officers, officials, employees, and volunteers; or Nationwide shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- k. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Plan Sponsor, its officers, officials, employees, or volunteers.
- l. The insurance companies shall have no recourse against the Plan Sponsor of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- m. Nationwide's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- n. In the event Nationwide cannot provide an occurrence policy, Nationwide shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- o. The certificate of insurance shall meet such additional standards as may be determined by the contracting Plan Sponsor department, either independently or in consultation with Plan Sponsor's Risk Management Division as essential for protection of Plan Sponsor.

37. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. Nationwide is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Nationwide exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Nationwide. Those persons will be entirely and exclusively under the direction, supervision, and control of Nationwide.

Plan Sponsor may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but Plan Sponsor will not control or direct the manner, means, methods, or sequence in which Nationwide performs the work or services for accomplishing the results. Nationwide understands

and agrees that Nationwide lacks the authority to bind Plan Sponsor or incur any obligations on behalf of Plan Sponsor.

Nationwide, including any subcontractor or employees of Nationwide, shall not receive, nor be eligible for, any benefits Plan Sponsor provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Nationwide shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Plan Sponsor is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Nationwide. Nationwide shall not be subject to the work schedules or vacation periods that apply to Plan Sponsor employees.

Nationwide shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Nationwide provides for its employees.

Nationwide acknowledges that it has no authority to bind the Plan Sponsor or incur any obligations on behalf of the Plan Sponsor with regard to any matter and shall not make any agreements or representations on the Plan Sponsor's behalf.

38. BUSINESS LICENSE

Plan Sponsor's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Plan Sponsor without possessing a Plan Sponsor business license unless exempt under Plan Sponsor Ordinance Code section 5.08.070. Nationwide warrants and represents that it shall comply with all of the requirements of Plan Sponsor's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

39. LICENSES

Nationwide hereby represents and warrants that Nationwide and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Nationwide and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Nationwide and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

40. CONTRACT ADMINISTRATOR

The Plan Sponsor Officer or employee with responsibility for administering this Agreement is the Treasurer- Tax Collector.

41. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached

to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

42. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

43. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties for the Plans and supersede, upon the Effective Date, the Original Agreements and all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date signed by the Plan Sponsor.

Nationwide Retirement Solutions, Inc.

El Dorado County, California
Plan Sponsor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____