

**ADMINISTRATIVE SERVICES AGREEMENT
FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN
SNOHOMISH COUNTY, WASHINGTON**

This Administrative Services Agreement (“Agreement”) shall govern services from January, 1, 2021 (the “Effective Date”) through December 31, 2023, by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide”) and an affiliate and subsidiary of Nationwide Financial Services, Inc. and Snohomish County, a political subdivision of the State of Washington, the Plan Sponsor (hereinafter “Plan Sponsor”).

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (“Code”), established and sponsors the 457(b) Deferred Compensation Plan (“Plan”);;

WHEREAS, Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services described in this Agreement for the Plan (“Administrative Services”); 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 Plan in accordance with the terms of this Agreement. As a non-discretionary provider, Nationwide is not a Plan fiduciary, but shall adhere to the prudent person standard (also known as the prudent man standard) of care.
- b. Plan Sponsor represents that the selection and designation of Nationwide complies with any procurement statutes applicable to Plan Sponsor.
- c. Nationwide shall provide recordkeeping, plan administration, and participant services for the County’s 457 deferred compensation plan including, but not limited to contributions, fund transfers, account balances, rollovers, distributions, loans, hardship withdrawals, tax reporting, quarterly participant statements, web access, phone support, and technical support. Any duties or services not specifically described herein, in Attachment B as made a part of this contract by this reference or delegated in the Plan’s document as being provided by Nationwide are the responsibility of Plan Sponsor.
- d. Services in addition to those in this Agreement or delegated in the Plan’s document 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).

3. TERM

- a. The initial term of this Agreement is three years from the Effective Date, unless terminated earlier in accordance with Section 22.
- b. Plan Sponsor may renew this Agreement for up to three additional three-year periods. Each renewal is based on the existing terms, conditions, Nationwide's performance, pricing, and Plan Sponsor's fiscal year funding availability, as evidenced by formal written approval of the Plan Sponsor and Nationwide.

4. GENERAL

- a. Plan Sponsor adopts Nationwide's established policies and procedures with respect to the administration of 457(b) 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 Plan or the assets of the Plan.
- e. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide 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, 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. Nationwide shall work with Plan Sponsor to assist in identifying information that may be inaccurate and/or on upcoming deadlines.

e. Plan Sponsor agrees to be responsible for all maximum deferral limit testing for this Plan.

6. SERVICES RELATED TO PARTICIPANT ENROLLMENT

a. Plan Sponsor is responsible for determining employees eligible to participate in the Plan.

b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plan.

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 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 Plan (for purposes of this Agreement only, hereinafter referred to as "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 fifteen (15) calendar 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 Plan; and
 - iii. Total withdrawals by Participant. This report shall include the amount, type and date of withdrawal.
- f. Nationwide will maintain, for a reasonable amount of time, but no less than six (6) years, the records necessary to produce any required reports. All records shall be the property of the County. Nationwide shall be familiar with and comply with the State of Washington's Public Records. Nationwide shall make all documents and records available to the Plan Sponsor for inspection, copying, and auditing on request. This provision shall survive termination of the Agreement.

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Service Provider are needed for the County to respond to a request under the Act, as determined by the County, the Service Provider agrees to make them promptly available to the County. If the Service Provider considers any portion of any record provided to the County under the Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Service Provider shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Service Provider and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Service Provider (a) of the request and (b) of the date that such information will

be released to the requester unless the Service Provider obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Service Provider fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Service Provider to claim any exemption from disclosure under the Act. The County shall not be liable to the Service Provider for releasing records not clearly identified by the Service Provider as confidential or proprietary. The County shall not be liable to the Service Provider for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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 (30) 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. If however, the delay in resolving the NIGO status is due to a Nationwide error, and the NIGO resolution falls outside of the “in good order” processing time standards, Nationwide agrees to backdate any unprocessed participant contributions to the original effective date of the contribution at Nationwide’s expense.

9. SERVICES WITH RESPECT TO DISTRIBUTIONS

- a. Nationwide shall make all distributions in accordance with the Plan document.

- 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 Plan 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 72 (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 72 (or such other age as determined by current law) or retirement (subject to the terms of the Plan). Nationwide will automatically distribute the RMD to the Participant if no direction is received from the Participant.

- e. Nationwide shall provide emergency or hardship withdrawal review, including determination of eligibility, and processing at no additional cost to the Plan Sponsor or 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, as provided in attachment "C".

Nationwide shall work with Plan Participants to obtain updated beneficiary designations on their accounts. Should a participant die, and beneficiaries are not listed or not found, Nationwide shall pay the Participant's remaining account balance in accordance with the Beneficiary hierarchy described in the Plan document. Nationwide or the Plan Sponsor may attempt to locate additional beneficiaries that may be listed in the County's records prior to this payout.

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 Plan.
 - 2. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to Participants within thirty calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four Business Days after the end of each quarter.
- ii. Nationwide will partner with the County Deferred Compensation Plan staff to provide onsite service across County locations and shifts. An education specialist will be available for 52 days annually for one-on-one meetings and new hire onboarding.

b. Website

- i. Participants may access the website via a secured internet site at www.nrsforu.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 hours a day, 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 acknowledges that it has exercised its fiduciary duties in selecting the Plan's funding vehicles and the applicable investment line-up under such funding vehicles.
- b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements that it has selected.
- c. If the Plan Sponsor engages an independent investment advisor to establish and maintain the investment line-up, Plan Sponsor agrees that failure to follow the independent investment advisor's recommendation in accordance with the terms of its agreement with the independent investment advisor will cause Plan Sponsor to become the investment fiduciary for the Plan.
- d. Nationwide agrees to accept contributions to the Plan 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.
- e. Plan Sponsor may elect to utilize the Nationwide Smart Alliance Investment Fiduciary Services. This is an optional service and is offered in one- year increments. The Plan Sponsor does not elect to use these services in 2021. Should Plan Sponsor request services for subsequent years, they will provide advanced notification to Nationwide.

14. COMPENSATION

- a. 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 payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. In addition to the foregoing, the parties acknowledge and 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. Nationwide will provide the Plan Sponsor a Quarterly Committee Report which provides detailed revenue reconciliation reporting, including plan commissions, fees, and rebates.
- b. Nationwide will provide a listing of money or any other thing of value (gifts, award, trips, etc) paid by the Plan or received from an entity other than the Plan or the Plan Sponsor by a person who is a service provider in connection that person's position with the Plan or services rendered to the Plan. Finder's fees, placement fees, commissions on investment products, transaction-based commissions, sub transfer agency fees, shareholder serving fees, 12b-1 fees, soft dollar payment and float income shall all be reported to the Plan Sponsor. Also, brokerage commissions or fees are reportable whether or not they are capitalized as investment costs.
- c. 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 0.05% (5 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") per year to be calculated and collected according to Nationwide's standard business practices. In

calculating the 5 basis points, the total Plan assets will include Plan balances held in the Self-Directed Brokerage Account (“SDBA”) and as outstanding participant loan balances.

- d. Nationwide agrees to reduce its Compensation Requirement once total Plan assets are above the following asset levels for two (2) consecutive calendar quarters:

Total Plan assets above \$250,000,000: 0.045% (4.5 basis points) on all Plan Assets

Total Plan assets above \$300,000,000: 0.04% (4 basis points) on all Plan Assets

Eligibility for reductions is based on total Plan assets as of the last business day of the calendar quarter. Nationwide will implement the Compensation Requirement reduction above as soon as administratively feasible, no longer than thirty (30) calendar days after total Plan assets have exceeded the stated threshold for the 2nd consecutive quarter.

- e. Nationwide’s Compensation Requirement shall first be taken from the revenue Nationwide receives from the Investment Option Payments. If the Compensation Requirement is not sufficiently satisfied through Investment Option Payments, an additional asset-based charge in the amount of the difference will be assessed to participant accounts based upon their account balance at the time the charge is taken.
- f. Nationwide’s fee proposal assumes a rate of growth and contraction throughout the life of the contract. Nationwide is willing to revisit and renegotiate the cost proposal prior to the contract renewal or during the term of the contract if there are significant changes in plan demographics that would benefit the Plan Sponsor and its Participants.
- g. If revenue/assets decrease, Participants will not be penalized with a fee.
- h. Nationwide will provide the Plan Sponsor with a quarterly Compensation Requirement report within fifteen (15) Business Days after the end of each quarter.
- i. The Plan Sponsor has directed Nationwide to establish and maintain a separate account (the “Plan Expense Account”) representing that portion of the Investment Option Payments that exceed the compensation requirement outlined in 14.c of the Plan’s account value held by Nationwide. 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 reasonable and necessary Plan expenses directly to a Plan service provider.
 - 1. When each invoice is submitted to Nationwide for payment, the Plan Sponsor shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the Plan Sponsor is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Plan Expense Account is managed. Nationwide does not accept this responsibility.

2. 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.
 3. The Plan Sponsor will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plan and the Plan's total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, Plan Sponsor will direct Nationwide to allocate any excess accumulation to participant accounts on a pro-rata basis based on their total account balance.
 4. Notwithstanding Section 14.i.3 above, at the direction of Plan Sponsor, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to participant accounts on a pro-rata basis based on their total account balance on an annual basis to be mutually determined and agreed to by the parties.
- j. The Plan Sponsor acknowledges that within Section 14 of this agreement, it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 14 is reasonable and appropriate for the services provided.
- k. To the extent offered under the Plan, in addition to the above described fees, Nationwide shall also receive fees with respect to a Participant's use of Participant loan administration, the Self-Directed Brokerage Account ("SDBA"), and Nationwide's managed account service ("ProAccount") as follows:
1. Loans – If requested by the Plan Sponsor and permitted under the terms of the Plan, 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.
 2. Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. 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.
 3. Managed account services (Nationwide ProAccount) – Managed account services are offered by Nationwide Investment Advisors ("NIA"), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with NIA if the Plan Sponsor wants to add ProAccount to the Plan. Only participants who choose to utilize Nationwide's ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of such agreement.
 4. Optional fees for the above optional services described above are listed in Attachment A and made a part of this contract by this reference.

- I. 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.

15. 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 ACH transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the Participant instead.

16. 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.

17. CONFIDENTIALITY

- a. Nationwide agrees to maintain all information obtained from or related to all Plan 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 Plan Participants.
- d. Except as provided for in Sections 12(e) and 17(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 Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

18. 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.

19. INSURANCE REQUIREMENTS

Nationwide shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Nationwide, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

- a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, or Commercial Crime Policy if applicable, may be written on a claims made or discovery basis. If coverage is approved and purchased on a "claims made" or "discovery" basis, Nationwide warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 19, the County shall not be deemed or construed to have assessed the risks that may be applicable to Nationwide under this Agreement. Nationwide shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. Nationwide's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the to the coverage provided by such insurance, or otherwise limit Plan Sponsor's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. Nationwide shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Nationwide has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$ 1,000,000;

(v) Professional Liability (Errors and Omissions): Insurance appropriate to Nationwide's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

(vi) Crime Insurance: Crime Coverage to include employee theft, wire transfer, computer fraud, forgery, and mail, with minimum limit \$2,000,000 per occurrence and in the aggregate. Form should also include client coverage of minimum limit \$2,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation, Professional Liability and Fidelity Bond, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) Snohomish County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Nationwide in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects Plan Sponsor, its officers, officials, employees and agents. A blanket additional insured endorsement equivalent to CG2026 07/04 is acceptable.

(ii) Nationwide's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, Plan Sponsor. The deductible and/or self-insured retention of the policies shall not limit or apply to Nationwide's liability to Plan Sponsor and shall be the sole responsibility of Nationwide.

(iv) Insurance coverage must be placed with insurers or reinsurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers or reinsurers with a Best's rating of B+:VII. Any exception must be approved by Plan Sponsor.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after 30 calendar days' prior written notice has been given to Plan Sponsor.

If at any time any of the foregoing policies fail to meet minimum requirements, Nationwide shall, upon notice to that effect from Plan Sponsor, promptly obtain a new policy, and shall submit the same to Plan Sponsor, with the appropriate certificates and endorsements, for approval.

20. 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 Plan Participants or other third parties, and is intended to create no third-party beneficiaries.

21. 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, 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.

22. TERMINATION

- a. Either the Plan Sponsor or Nationwide may terminate the Agreement for any reason upon providing 120 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 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 Plan is 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 Plan 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.
- f. No additional transition costs will apply other than those stated herein.

23. 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.

24. 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.

25. 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.

26. 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 Plan and/or assets in the Plan, and written direction regarding the form of such instructions.

27. 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 Plan 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.

28. NON-DISCRIMINATION

The Service Provider shall comply with the substantive requirements of chapter 2.460 of the Snohomish County Code ("SCC"), which are incorporated herein by this reference. Execution of the Agreement constitutes a certification by Nationwide of Nationwide's compliance with the requirements of chapter 2.460 SCC. If Nationwide is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the Plan Sponsor's discretion. This provision shall not affect Nationwide's obligations under other federal, state, or local laws against discrimination.

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 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 Plan 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 Washington.

32. 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.

33. NOTICES

All notices and demands to be given by one party to another must be given by certified or 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.
10 W. Nationwide Blvd., 05-04-101A
Columbus, Ohio 43215

If to Plan Sponsor: Nathan Kennedy
Director of Finance
Snohomish County
3000 Rockefeller Avenue
Everett, WA 98201

By executing this agreement, Plan Sponsor represents and warrants that it is an “eligible employer,” as that term is defined in Code Section 457(e)(1)(A), which means “a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State.”


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Nationwide Retirement Solutions, Inc.

Snohomish County

Plan Sponsor

DocuSigned by:
By: Catherine M (Katie) Moore,

By:  Ken Klein
2021.06.28 10:44:03
-07'00'

Name: Catherine Moore

Name: _____

Title: AVP Operations

Title: _____

Date: 4/29/2021 | 4:18:05 PM EDT

Date: _____

COUNCIL USE ONLY
Approved 6/23/2021
ECAAF # 2021-0301
MOT/ORD Motion 21-214

Please add the following attachments:

Attachment A

Complete RFP Documents from 10/2020

Attachment B

Copy of Nationwide Unclaimed Property Procedures

Attachment C

457(b) Administrative Guidebook