



City of Santa Clara

Meeting Agenda

Deferred Compensation Committee

Thursday, November 21, 2024

10:00 AM

Hybrid Meeting
Sparacino Conference Room/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Deferred Compensation Committee meeting in a hybrid manner (in-person and a method for the public to participate remotely).

• Via Zoom:

<https://santaclaraca.zoom.us/j/85634403411?pwd=tNbxZBHrYOQWaztFXAEggDsOqTLqCx.1>

Webinar ID: 856 3440 3411

Passcode: 306254

OR

• Phone: 1(669) 444-9171

CALL TO ORDER AND ROLL

CALL CONSENT CALENDAR

24-1161 [Action to Approve the Deferred Compensation Committee Meeting Minutes of August 15, 2024](#)

Recommendation: Approve the Meeting Minutes of August 15, 2024

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the body on any matter not on the agenda that is within the subject matter jurisdiction of the body. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting.]

GENERAL BUSINESS

24-1143 [Informational Report on Third Quarter 2024 Quarterly Plan Review presented by the Hyas Group](#)

Recommendation: Informational report only, staff recommends no action.

ATTACHMENT

1. Hyas - City of Santa Clara 09-30-24 Performance Report

24-1144 [Informational Report on Third Quarter 2024 Plan Performance Presented by Nationwide](#)

Recommendation: This is an informational report, staff recommends no action.

ATTACHMENT

1. Nationwide - City of Santa Clara Plan Performance Report Q3-2024

24-1145 [Action to Approve the Implementation of a 401\(a\) Deferred Compensation Plan, and Recommend Same to City Manager](#)

Recommendation:

1. Approve implementation of a Section 401(a) Deferred Compensation Plan upon terms aligned with the City's existing Section 457(b) Plan, to effectuate a provision of the Unit 9 MOU; and
2. Recommend to the City Manager execution of all required Section 401(a) Deferred Compensation Plan documents upon terms aligned with the City's existing Section 457(b) Plan, in a final form to be approved by the City Attorney's Office.

ATTACHMENT

1. DRAFT 401(a) Adoption Agreement
2. DRAFT 401(a) Administrative Services Agreement
3. City's existing Nationwide 457(b) Plan Administrative Services Agreement

24-861 [Action to Establish Deferred Compensation Committee Meeting Dates for Calendar Year 2025](#)

Recommendation: Approve the calendar of meeting dates for 2025

STAFF REPORT

COMMITTEE REPORT

ADJOURNMENT

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

24-1161

Agenda Date: 11/21/2024

REPORT TO DEFERRED COMPENSATION COMMITTEE

SUBJECT

Action to Approve the Deferred Compensation Committee Meeting Minutes of August 15, 2024

RECOMMENDATION

Approve the Meeting Minutes of August 15, 2024



City of Santa Clara

Meeting Minutes

Deferred Compensation Committee

08/15/2024

10:00 AM

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

Chair Lee called the Deferred Compensation Committee Meeting to order at 10:02 AM

Present 4 - Chair Kenn Lee, Member Kathy Bunce, Member Jason Beals, and Member Marco Mercado

Absent 1 - Member Cory Morgan

CONSENT CALENDAR

[24-785](#)

Action to Approve the Deferred Compensation Committee Meeting Minutes of February 15, 2024

A motion was made by Committee Member Mercado, seconded by Committee Member Beals, to approve the Deferred Compensation Committee Meeting Minutes of February 15, 2024

Aye: 4 - Chair Lee, Member Bunce, Member Beals, and Member Mercado

Absent: 1 - Member Morgan

PUBLIC PRESENTATIONS

A motion was made by Committee Member Mercado, seconded by Committee Member Bunce, to move the Public Presentations to the end of the meeting

Aye: 4 - Chair Lee, Member Bunce, Member Beals, and Member Mercado

Absent: 1 - Member Morgan

GENERAL BUSINESS

[24-784](#)

Informational Report on Second Quarter 2024 Plan Performance Presented by Nationwide

Informational Report Only, no action taken by the Committee

[24-786](#) Informational Report on Second Quarter 2024 Quarterly Plan Review presented by the Hyas Group

Informational Report Only, no action taken by the Committee

[24-787](#) Informational Report Regarding the Fee Benchmark of Plans Similar in Size to the City of Santa Clara Provided by the Hyas Group

Informational Report Only, no action taken by the Committee

[24-788](#) Informational Report Regarding Fiduciary Training for the Deferred Compensation Committee Members Provided by the Hyas Group

Informational Report Only, no action taken by the Committee

PUBLIC PRESENTATION

Former Committee member David Battagin asked the Committee to consider modifications to the Plan to allow for self-directed accounts to engage in options trading. The Committee directed City Staff to bring this matter back to the Committee for agendaized discussion at a future meeting.

STAFF REPORT

None

COMMITTEE REPORT

None

ADJOURNMENT

The meeting was adjourned at 11:27 AM

A motion was made by Committee Member Beals, seconded by Committee Member Bunce, to adjourn the Deferred Compensation Committee Meeting

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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Agenda Report

24-1143

Agenda Date: 11/21/2024

REPORT TO DEFERRED COMPENSATION COMMITTEE

SUBJECT

Informational Report on Third Quarter 2024 Quarterly Plan Review presented by the Hyas Group

DISCUSSION

This is an informational report to the City's 457 Deferred Compensation Plan Committee on the City Plan's second quarter 2024 performance. This report will be presented by the Hyas Group and will cover the following topics: a) market overview, b) plan overview, c) plan review, d) fund review, e) fee review, and f) fund attributions.

As this is an informational report only, no action is taken by the Committee.

RECOMMENDATION

Informational report only, staff recommends no action.

ATTACHMENT

1. Hyas - City of Santa Clara 09-30-24 Performance Report



H Y A S G R O U P

City of Santa Clara
457 Deferred Compensation Plan
September 30, 2024 Performance Report

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Morgan Stanley Institutional Investment Advisors LLC.*

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Section 1 | Economic and Market Overview

**GLOBAL ECONOMIC LANDSCAPE¹**

- ▶ Growth within the US remained surprisingly resilient throughout the third quarter of 2024 as consumption showed continued strength, annual growth averaged 3.1%, and labor income showed a modest uptick in August. The mix of labor market data, wherein job openings have decreased but were offset by rising earnings and increased employment in areas such as services and construction, sum up to indicate that while the job market may be cooling, it is not weakening precipitously.
- ▶ Inflation within the US continued to moderate. The Core Personal Consumption Expenditure Index, the Federal Reserve's preferred inflation gauge, registered an annual change of 2.6% as of August, with the goods component of the price basket in deflation. In acknowledgement of progress on the pricing front, the Federal Open Market Committee reduced the Federal Funds Rate target by 0.50% in September and indicated an intention for continued moderate reductions to follow.
- ▶ The Euro area exhibited sluggish growth during the third quarter of 2024, notably attributable to headwinds in Germany stemming from reduced labor supply and higher manufacturing costs. Quarter-end stimulus announcements from China, a major export recipient, may alleviate these pressures somewhat. Disinflation gathered speed in this backdrop, as service inflation declined notably in France and Italy while a stronger Euro reduced the price of energy imports.
- ▶ China surprised markets just before quarter-end with its September Politburo pledging to “conduct significant rate cuts,” a posture not seen since 2012, and announced measures to support the financial and housing sectors. These measures include swap and lending facilities to allow financial companies to purchase stocks, and reductions in mortgage rates and down payment requirements. While the efficacy of these measures is to be determined, they indicate that Beijing is willing to take broader measures to combat deflation.

FIXED INCOME MARKETS

- ▶ During the third quarter of 2024, the yield differential between two-year and ten-year Treasury securities “uninverted,” wherein the ten-year became the higher-yielding of these two. Such transitions are often viewed as indicating a return to more normal economic conditions characterized by moderate inflation and an expectation of neutral monetary policy.²
- ▶ Credit spreads on high yield bonds increased in August of 2024 on mounting concerns of economic slowdown but recovered by quarter-end to multi-year low levels. Improving economic data such as increasing sales, earnings, and profit margins have supported the case for reduced default risk; though these

¹Source: Morgan Stanley, *The Global 360*, October 2, 2024

²Source: Morgan Stanley, *Rates in a Soft Landing*, September 30, 2024

gains have been slightly offset as cash levels have decreased to their lowest since 2019. Overall analyst expectations are for the high yield market to remain range-bound for the coming quarters.³

- European credit's experience was similar to that of the US for the third quarter of 2024, one of slowing but not malaise with total debt levels for investment-grade bonds issued by European corporations remaining near the long-term averages. While total sales growth within this bracket continued to decelerate, other aspects such as improved profitability and expectations of earnings growth indicate continued financial health. Ratings agencies reflect this still-positive environment with upgrades exceeding downgrades over the past quarter.⁴
- Mortgage-backed securities (MBS) kept up with the broader fixed income market over the third quarter of 2024, with the Bloomberg US MBS Index returning 5.53% versus 5.20% for the broader Bloomberg US Aggregate Bond Index. Positive recent performance notwithstanding, there is argument that this sector contains reasonable value relative to the rest of investment-grade fixed income, considering that its spread over Treasury bonds is at average long-term levels whereas credit spreads of corporate bonds are on the tighter end of their range. Prospective yields versus cash also appear poised to make MBS appear relatively favorable.⁵

EQUITY MARKETS

- A strong September payroll announcement and upward revision of August helped boost quarter-end returns wherein the S&P 500 and Russell 2000 Indexes returned 5.9% and 9.3% respectively for the third quarter of 2024. Within this backdrop, the correlation between returns of the S&P 500 Index and changes in yield of the 10-Year Treasury returned to positive territory; indicating that investor concerns that rising bond yields will hurt stock market performance have diminished and that rather they may now be indicative of sound economic growth.⁶
- Through September 27, 2024, net supply of preferred equities among US Banks has decreased by the highest extent in over five years. Large money-center banks in particular have seen their capital requirements revised downward by the Federal Reserve and have used the resulting excess to call or refinance existing preferred equity issuance whose yields were tied to short-term interest rates.⁷
- Utilities have had quite a run, returning 30.6% for the first three quarters of 2024 and outpacing both the S&P 500 Index and the technology sector, which are up 22.1% and 30.3%, respectively. Despite their impressive gains, utilities continue to trade not only at a valuation discount to the S&P 500 but also to several other defensive sectors. Even if the economy avoids a recession, an environment that has typically benefited defensive sectors on a relative basis, falling interest rates could continue to serve as a catalyst.⁸
- China's efforts to finally pursue stimulus featuring both monetary and fiscal levers and addressing vulnerabilities around the residential real estate crisis have boosted equities, with the MSCI China Index up over 35% around the end of the third quarter of 2024. While short covering may have aided the stunning gains, it must be recalled that China has been in a severe bear market since February 2021. Investors have endured a radical policy reversal, with emphasis

³ Source: Morgan Stanley, *Fixed Income Insights*, October 1, 2024

⁴ Source: Morgan Stanley, *European Credit Health Check*, October 4, 2024

⁵ Source: Morgan Stanley, *A Funny Thing Happened on the Way to the Friday*, October 4, 2024

⁶ Source: Morgan Stanley, *Weekly Warm-up: Resilient Jobs Data Warrants a More Cyclical Shift*, October 7, 2024

⁷ Source: Morgan Stanley, *Fixed Income Insights*, October 1, 2024

⁸ Source: Morgan Stanley, *Can Utility Stocks Keep Rising*, September 30, 2024

moving away from capital market support in favor of attempts to deflate the real estate bubble, address environmental hazards and reduce state-owned-enterprise debt, thereby diminishing consumer sentiment, increasing youth unemployment and failing to improve lackluster consumption growth.⁹

ALTERNATIVE INVESTMENTS

- After starting the year off strongly, some investors are pondering if the recent merger and acquisition (M&A) rebound is over. While completed volumes appear to be tapering off, announced M&A volumes are up 22% year-over-year. Capital market activity as a percentage of US gross domestic product (GDP) currently sits at a multi-decade low, with the most substantial decrease being in debt markets where activity dropped from over 40% of GDP in 2020 to roughly 25% at present, indicating that continued normalization would constitute a substantial uptick in activity.¹⁰
- Oil prices declined slightly over the summer, ending the season in the range of \$71-\$73 per barrel, eliciting the question of if change portends economic slowdown. Some figures point to softening activity, such as increasing inventories, while others such as increased demand for jet fuel, petroleum, and gasoline indicate continued strength. Expected increases in supply from the Organization of the Petroleum Exporting Countries (OPEC) in later 2024 and into 2025 also suggest that recent price activity may be more reflective of shifting supply and demand equilibria rather than outright weakness in demand.¹¹
- Real Estate Investment Trusts (REITs) had a notable third quarter of 2024, returning 16.8% versus 5.9% for the S&P 500 Index. While this increase in stock valuations leaves the sector trading at valuations that are comparable to its longer-term averages and possibly less set for dramatic further advances, other aspects such as reduced supply and improving demand driving same-store sales, a valuation discount relative to the S&P 500 Index, and general underweight positioning by investors suggests that REITs may possess additional upside potential.¹²

Disclosure:
The views and opinions expressed in this commentary are those of the portfolio manager at the time of this writing and do not necessarily represent those of Hyas Group, Morgan Stanley, its affiliates or its other employees. Of course, these views may change without notice in response to changing circumstances and market conditions. Furthermore, this commentary contains forward-looking statements and there can be no guarantee that they will come to pass. Historical data shown represents past performance and does not guarantee comparable future results. The information and statistical data contained herein have been obtained from sources that are believed to be reliable but in no way are guaranteed by Hyas Group as to accuracy or completeness.
It is not an offer to buy or sell or a solicitation of any offer to buy or sell any security or other financial instrument or to participate in any trading strategy. This material does not provide individually tailored investment advice and has been prepared without regard to the individual financial circumstances and objectives of persons who receive it.
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For further information please contact Tom Breaden (tbreaden@hyasgroup.com).
Hyas Group, 9755 SW Barnes Road, Suite 660, Portland, Oregon 97225; 503-634-1500

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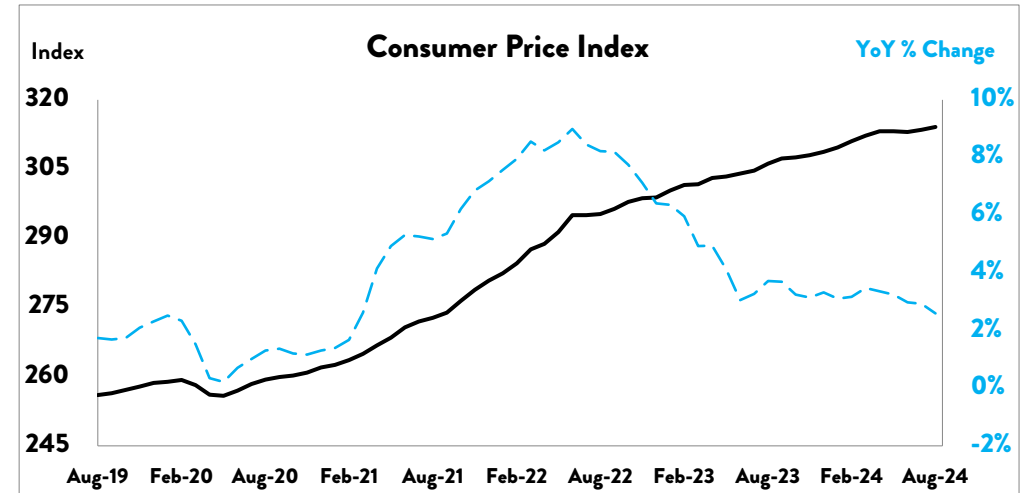
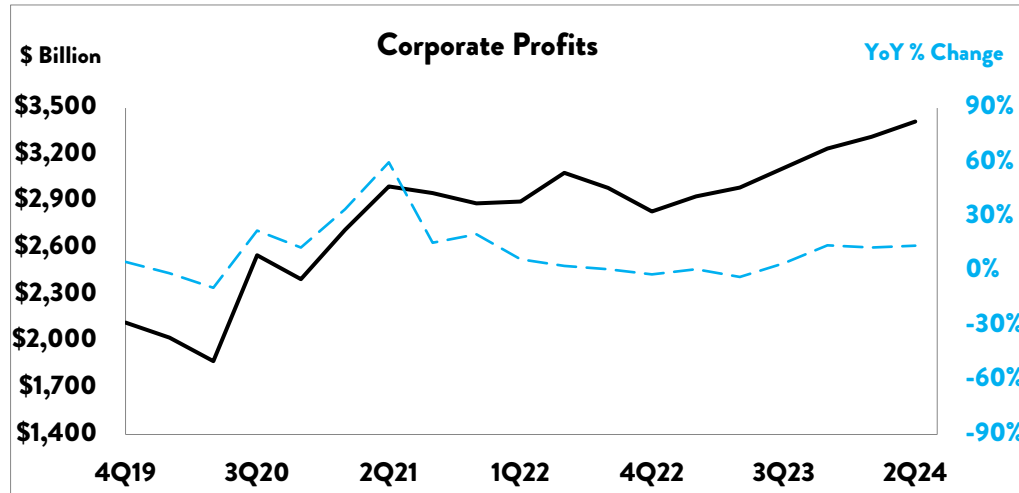
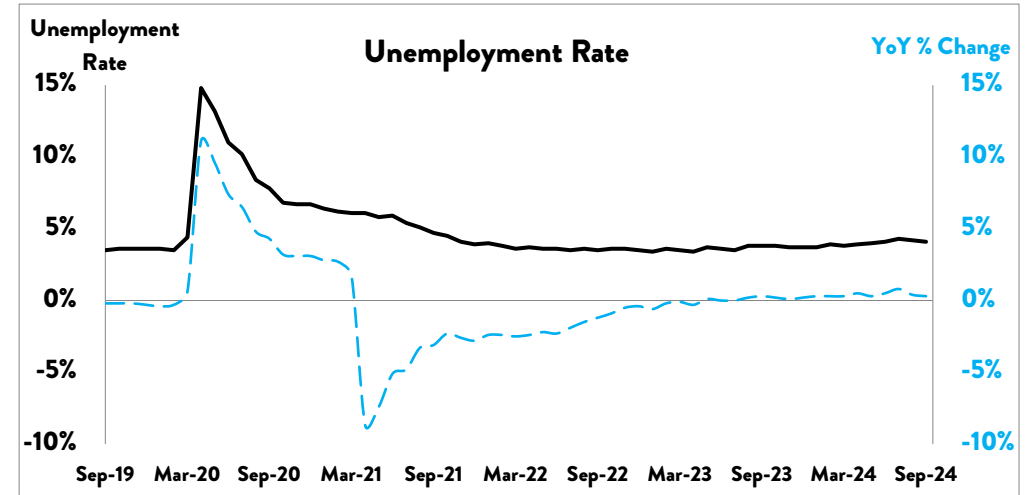
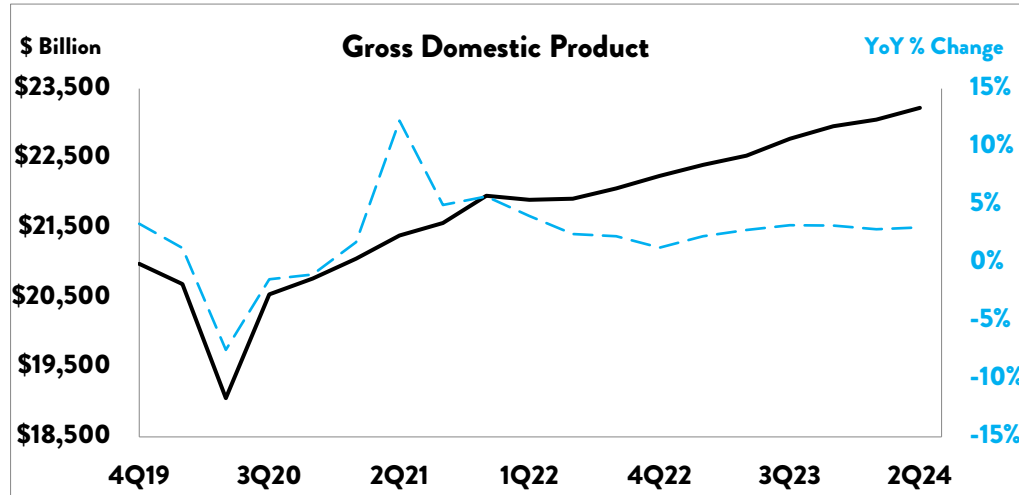
⁹Source: Morgan Stanley, *China Rebound in Context*, October 7, 2024

¹⁰Source: Morgan Stanley, *Is the Capital Markets Rebound Over?* September 16, 2024

¹¹Source: Morgan Stanley, *Are Oil Prices Signaling Recession*, September 9, 2024

¹²Source: Morgan Stanley, *What's Next Post Notable 3Q Outperformance?* October 7, 2024

3Q2024 Economic Data



Key: — Economic Series - - - Year-Over-Year Change

Labor Market Statistics (Monthly)					
Category	Recent	5-Yr High	5-Yr Low	5-Yr Avg.	Date
Jobs Added/Lost Monthly	254,000	4,505,000	-20,493,000	123,200	Sep-24
Unemployment Rate	4.1%	14.8%	3.4%	4.9%	Sep-24
Median Unemployment Length (Weeks)	10.7	22.2	4.0	11.1	Sep-24
Average Hourly Earnings	\$35.36	\$35.36	\$28.23	\$31.81	Sep-24

Source: Federal Reserve Bank of St. Louis and Bureau of Labor Statistics

Other Prices and Indexes (Monthly)					
Category	Recent	5-Yr High	5-Yr Low	% Off Peak	Date
Gas: Price per Gallon	\$3.20	\$4.84	\$1.80	-33.9%	Sep-24
Spot Oil	\$70.24	\$114.84	\$16.55	-38.8%	Sep-24
Case-Shiller Home Price Index	331.3	331.3	216.7	52.9%*	Jul-24
Medical Care CPI	563.7	565.7	501.7	12.3%*	Aug-24

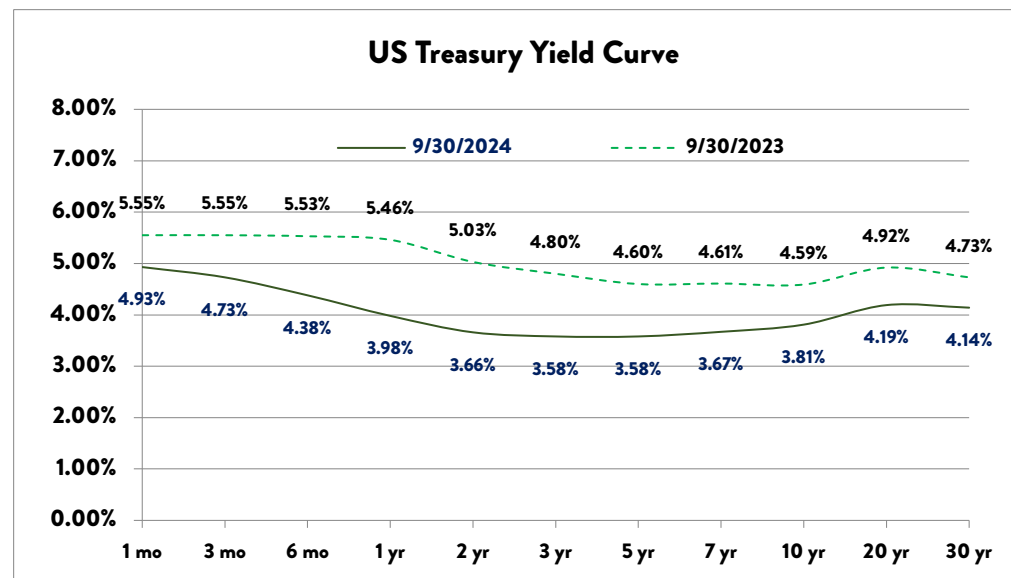
*% Off Low

Morningstar data as of 9/30/2024

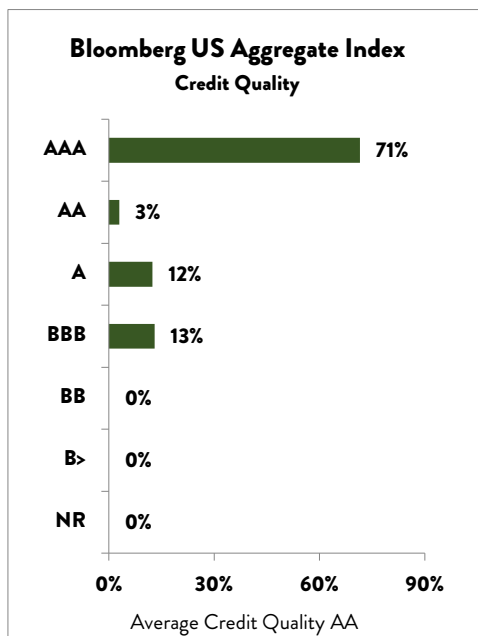
3Q2024 Bond Market Data

Index	QTR	YTD	1 yr.	3 yrs.	5 yrs.	10 yrs.
90-Day T-Bill	1.28%	4.00%	5.42%	3.78%	2.41%	1.70%
Bloomberg US Aggregate	5.20%	4.45%	11.57%	-1.39%	0.33%	1.84%
Bloomberg Short US Treasury	1.50%	4.08%	5.60%	3.36%	2.31%	1.68%
Bloomberg Int. US Treasury	3.97%	4.19%	8.35%	-0.12%	0.82%	1.50%
Bloomberg Long US Treasury	7.82%	2.42%	15.43%	-8.36%	-4.28%	1.09%
Bloomberg US TIPS	4.12%	4.85%	9.79%	-0.57%	2.62%	2.54%
Bloomberg US Credit	5.71%	5.23%	13.81%	-1.12%	1.07%	2.79%
Bloomberg US Mortgage-Backed	5.53%	4.50%	12.32%	-1.20%	0.04%	1.41%
Bloomberg US Asset-Backed	3.35%	5.07%	8.73%	1.81%	2.10%	2.18%
Bloomberg US 20-Yr Municipal	2.72%	2.69%	13.10%	-0.11%	1.54%	3.11%
Bloomberg US High Yield	5.28%	8.00%	15.74%	3.10%	4.72%	5.04%
Bloomberg Global	6.98%	3.60%	11.99%	-3.06%	-0.83%	0.57%
Bloomberg International	8.52%	2.81%	12.28%	-4.42%	-1.86%	-0.50%
Bloomberg Emerging Market	5.82%	8.17%	16.93%	-0.18%	1.35%	3.18%

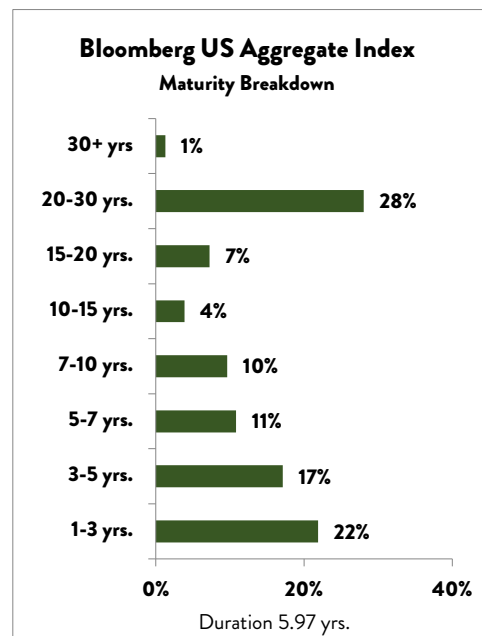
Source: Morningstar



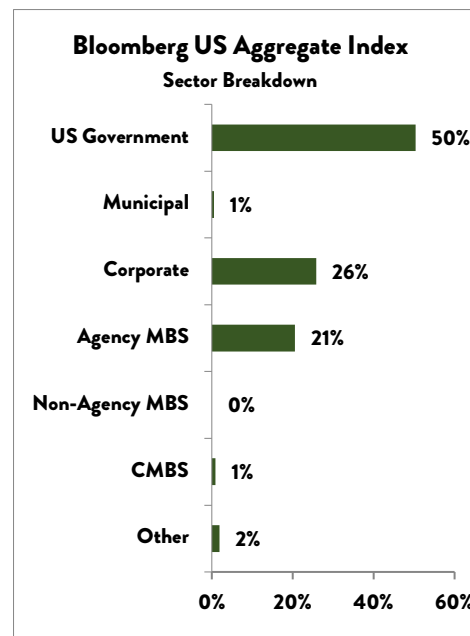
Source: Department of US Treasury



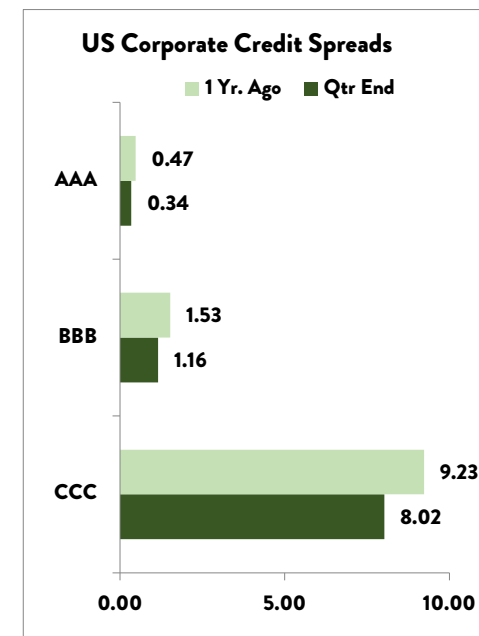
Source: Morningstar



Source: Morningstar



Source: Morningstar



Source: Federal Reserve / Bank of America

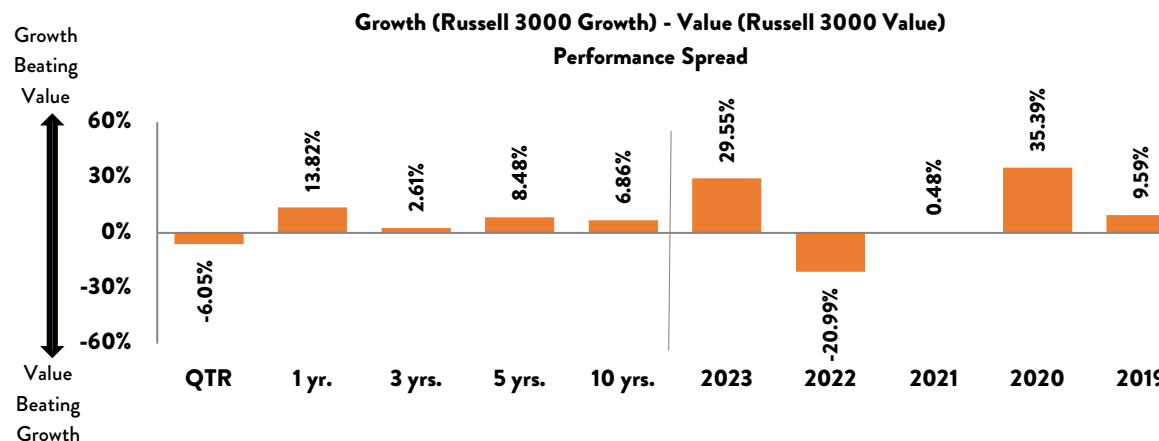
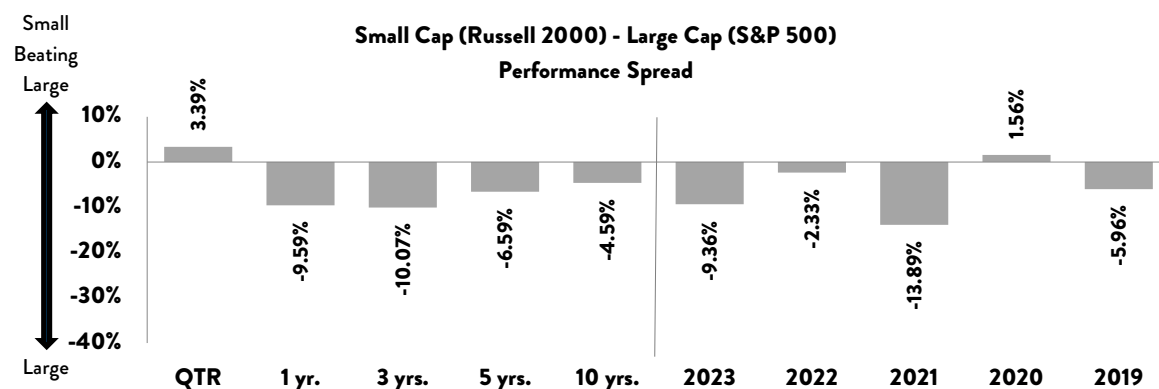
3Q2024 US Equity Market Data

Sectors Weights/Returns (ranked by quarter performance)

	S&P 500 Index					S&P Midcap 400 Index					S&P Smallcap 600 Index				
	Wgt.	Sector	QTR	YTD	1 yr.	Wgt.	Sector	QTR	YTD	1 yr.	Wgt.	Sector	QTR	YTD	1 yr.
	3%	Utilities	19.37%	30.63%	41.82%	7%	Real Estate	16.69%	13.71%	31.30%	3%	Communication Services	26.73%	15.91%	28.98%
	2%	Real Estate	17.17%	14.31%	35.83%	17%	Financials	13.58%	17.91%	35.55%	8%	Real Estate	18.45%	15.10%	34.38%
	9%	Industrials	11.55%	20.20%	35.89%	3%	Utilities	11.16%	31.64%	41.90%	19%	Financials	15.94%	14.51%	37.71%
	13%	Financials	10.66%	21.91%	39.01%	7%	Materials	9.76%	4.43%	19.87%	2%	Utilities	13.24%	7.37%	17.39%
	2%	Materials	9.70%	14.14%	25.20%	1%	Communication Services	9.13%	3.29%	13.76%	14%	Consumer Discretionary	10.52%	8.30%	32.74%
	6%	Consumer Staples	8.96%	18.74%	25.32%	23%	Industrials	7.93%	15.08%	29.32%	18%	Industrials	10.31%	14.92%	34.25%
	10%	Consumer Discretionary	7.80%	13.91%	28.06%	14%	Consumer Discretionary	5.94%	10.34%	29.44%	11%	Health Care	8.46%	8.12%	23.35%
	12%	Health Care	6.07%	14.35%	21.69%	10%	Health Care	5.19%	9.29%	15.16%	6%	Materials	7.55%	9.75%	26.56%
	9%	Communication Services	1.68%	28.81%	42.91%	4%	Consumer Staples	-0.17%	12.74%	20.29%	3%	Consumer Staples	7.55%	0.04%	10.87%
	32%	Information Technology	1.61%	30.31%	52.68%	9%	Information Technology	-0.54%	20.96%	33.42%	12%	Information Technology	2.42%	-0.41%	9.79%
	3%	Energy	-2.32%	8.36%	0.85%	5%	Energy	-9.08%	0.89%	-3.86%	4%	Energy	-6.31%	-4.42%	-12.20%

Index Performance Data

Index	QTR	YTD	1 yr.	Annualized		
				3 yrs.	5 yrs.	10 yrs.
S&P 500	5.89%	22.08%	36.35%	11.91%	15.98%	13.38%
Russell 1000 Value	9.43%	16.68%	27.76%	9.03%	10.69%	9.23%
Russell 1000 Growth	3.19%	24.55%	42.19%	12.02%	19.74%	16.52%
Russell Mid Cap	9.21%	14.63%	29.33%	5.75%	11.30%	10.19%
Russell Mid Cap Value	10.08%	15.08%	29.01%	7.39%	10.33%	8.93%
Russell Mid Cap Growth	6.54%	12.91%	29.33%	2.32%	11.48%	11.30%
Russell 2000	9.27%	11.17%	26.76%	1.84%	9.39%	8.78%
Russell 2000 Value	10.15%	9.22%	25.88%	3.77%	9.29%	8.22%
Russell 2000 Growth	8.41%	13.22%	27.66%	-0.35%	8.82%	8.95%
Russell 3000	6.23%	20.63%	35.19%	10.29%	15.26%	12.83%
DJ US Select REIT	15.56%	14.92%	33.71%	4.36%	4.41%	7.03%



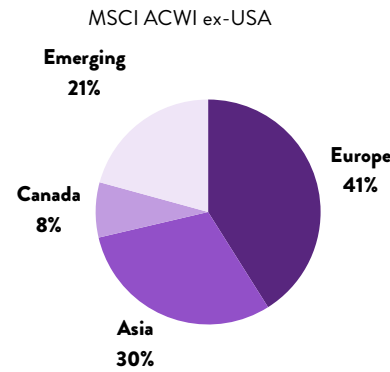
Source: Morningstar

3Q2024 International Market Data

Index Performance Data (net)

Index (US\$)	QTR	YTD	1 yr.	3 yrs.	5 yrs.	10 yrs.
MSCI ACWI ex-US	8.06%	14.21%	25.35%	4.14%	7.59%	5.22%
MSCI EAFE	7.26%	12.99%	24.77%	5.48%	8.20%	5.71%
Europe	6.58%	12.77%	25.23%	6.66%	8.90%	5.59%
United Kingdom	7.94%	15.41%	23.32%	9.79%	7.89%	4.10%
Germany	10.73%	16.89%	32.13%	4.02%	7.59%	4.69%
France	7.68%	5.49%	16.36%	5.94%	8.42%	6.73%
Pacific	8.47%	13.24%	23.72%	3.36%	6.89%	6.00%
Japan	5.72%	12.35%	21.55%	2.67%	7.15%	6.38%
Hong Kong	24.43%	10.95%	14.75%	-4.57%	-0.33%	2.90%
Australia	11.52%	14.23%	31.63%	8.25%	9.04%	6.37%
Canada	12.00%	13.95%	26.75%	7.10%	9.79%	5.30%
MSCI EM	8.72%	16.86%	26.05%	0.40%	5.75%	4.02%
MSCI EM Latin America	3.75%	-12.52%	2.83%	7.16%	2.05%	0.62%
MSCI EM Asia	9.47%	21.55%	29.71%	0.77%	7.22%	5.64%
MSCI EM Eur/Mid East	4.21%	6.77%	14.15%	-9.52%	-1.04%	-0.73%
MSCI ACWI Value ex-US	9.26%	14.40%	24.04%	7.49%	7.79%	4.28%
MSCI ACWI Growth ex-US	6.92%	14.06%	26.75%	0.81%	7.09%	5.97%
MSCI ACWI Sm Cap ex-US	8.90%	11.93%	23.25%	1.39%	8.21%	6.08%

Regional Exposure

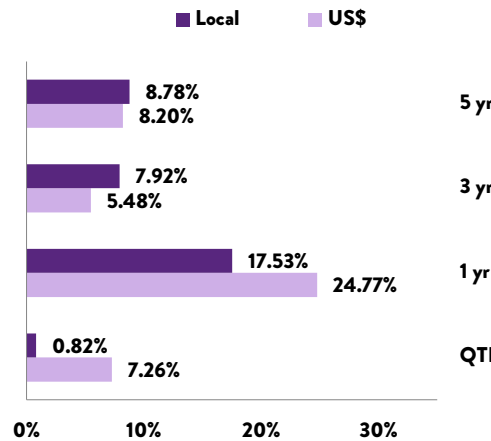


Top 10 Countries (MSCI AC World ex-USA)

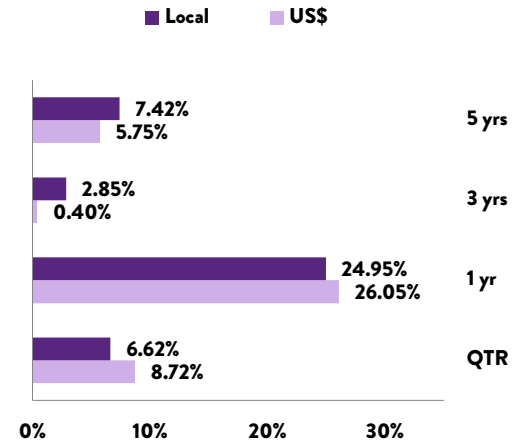
Japan	14%
UK	9%
China	9%
Canada	8%
France	7%
Switzerland	6%
India	6%
Germany	6%
Taiwan	5%
Australia	5%

Source: Morningstar

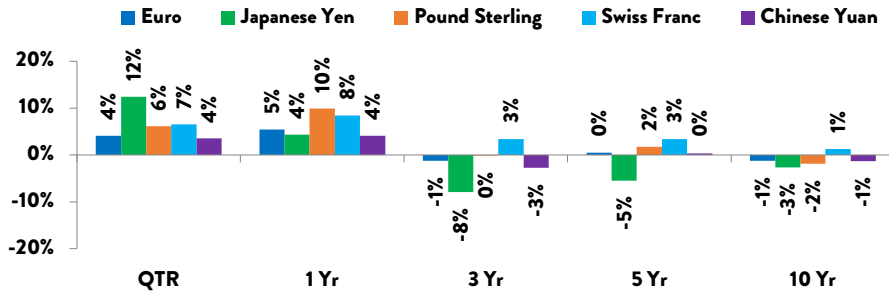
MSCI EAFE Index Return



MSCI Emerging Index Return



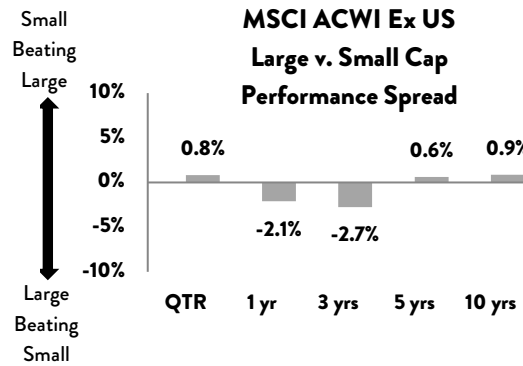
Foreign Currency v. US\$ Returns



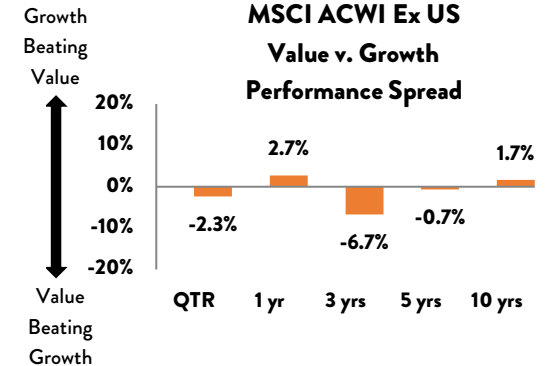
Exchange Rates	QTR	2Q24	1Q24	4Q23	3Q23	2Q23
Japanese Yen	143.25	160.88	151.22	140.92	149.43	144.47
Euro	0.90	0.93	0.93	0.90	0.94	0.92
British Pound	0.75	0.79	0.79	0.78	0.82	0.79
Swiss Franc	0.84	0.90	0.90	0.84	0.91	0.89
Chinese Yuan	7.02	7.27	7.22	7.10	7.30	7.25

Source: Federal Reserve Bank of St. Louis

MSCI ACWI Ex US Large v. Small Cap Performance Spread



MSCI ACWI Ex US Value v. Growth Performance Spread



Performance Source: Morningstar

Historical Market Returns

Ranked by Performance

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	YTD	3Q24
Emerging Markets 78.51%	Small Cap 26.85%	Core Real Estate 14.96%	Emerging Markets 18.22%	Small Cap 38.82%	Large Cap 13.68%	Core Real Estate 13.95%	Small Cap 21.30%	Emerging Markets 37.28%	Core Real Estate 7.36%	Large Cap 31.49%	Small Cap 19.96%	Large Cap 28.71%	Commod. 16.09%	Large Cap 26.29%	Large Cap 22.08%	Small Cap 9.27%
High Yield 58.21%	Mid Cap 25.48%	TIPS 13.56%	Mid Cap 17.28%	Mid Cap 34.76%	Mid Cap 13.21%	Large Cap 1.38%	High Yield 17.12%	Intl 27.19%	Cash 1.69%	Mid Cap 30.54%	Large Cap 18.40%	Commod. 27.11%	Core Real Estate 6.54%	Mid Cap 17.23%	Emerging Markets 16.86%	Mid Cap 9.21%
Intl 41.45%	Emerging Markets 18.88%	US Bonds 7.84%	Intl 16.83%	Large Cap 32.39%	Core Real Estate 11.44%	US Bonds 0.55%	Mid Cap 13.79%	Large Cap 21.83%	US Bonds 0.01%	Small Cap 25.52%	Emerging Markets 18.31%	Mid Cap 22.58%	Cash 2.05%	Small Cap 16.93%	Mid Cap 14.63%	Emerging Markets 8.72%
Mid Cap 40.48%	Commod. 16.83%	Global Bonds 5.64%	Small Cap 16.35%	Intl 15.29%	US Bonds 5.97%	Cash 0.03%	Large Cap 11.95%	Mid Cap 18.52%	Global Bonds -1.20%	Intl 21.51%	Mid Cap 17.10%	Core Real Estate 21.06%	High Yield -11.19%	Global Balanced 16.35%	Intl 14.21%	Intl 8.06%
Small Cap 27.17%	Core Real Estate 15.26%	High Yield 4.98%	Large Cap 16.00%	Global Balanced 14.46%	Small Cap 4.89%	TIPS -1.43%	Commod. 11.76%	Global Balanced 15.87%	TIPS -1.26%	Global Balanced 18.86%	Global Balanced 13.93%	Small Cap 14.82%	TIPS -11.85%	Intl 15.62%	Global Balanced 12.69%	Global Bonds 6.98%
Large Cap 26.46%	High Yield 15.12%	Large Cap 2.11%	High Yield 15.81%	Core Real Estate 12.95%	TIPS 3.64%	Global Balanced -1.45%	Emerging Markets 11.18%	Small Cap 14.65%	High Yield -2.08%	Emerging Markets 18.42%	TIPS 10.99%	Global Balanced 10.94%	US Bonds -13.01%	High Yield 13.45%	Small Cap 11.17%	Global Balanced 6.33%
Global Balanced 20.49%	Large Cap 15.06%	Cash 0.06%	Global Balanced 11.06%	High Yield 7.44%	Global Balanced 3.17%	Mid Cap -2.43%	Core Real Estate 7.76%	High Yield 7.50%	Large Cap -4.38%	High Yield 14.32%	Intl 10.65%	Intl 7.82%	Intl -16.00%	Emerging Markets 9.83%	High Yield 8.00%	Large Cap 5.89%
Commod. 18.91%	Intl 11.15%	Global Balanced -0.97%	Core Real Estate 9.76%	Cash 0.07%	High Yield 2.45%	Global Bonds -3.15%	Global Balanced 5.38%	Global Bonds 7.39%	Global Balanced -5.30%	US Bonds 8.72%	Global Bonds 9.20%	TIPS 5.96%	Global Bonds -16.25%	Global Bonds 5.72%	Commod. 5.86%	High Yield 5.28%
TIPS 11.41%	Global Balanced 9.40%	Mid Cap -1.55%	TIPS 6.98%	US Bonds -2.02%	Global Bonds 0.59%	Small Cap -4.41%	TIPS 4.68%	Core Real Estate 6.66%	Mid Cap -9.06%	TIPS 8.43%	US Bonds 7.51%	High Yield 5.28%	Global Balanced -16.40%	US Bonds 5.53%	TIPS 4.85%	US Bonds 5.20%
Global Bonds 6.93%	US Bonds 6.54%	Small Cap -4.18%	Global Bonds 4.32%	Global Bonds -2.60%	Cash 0.04%	High Yield -4.46%	Intl 4.50%	US Bonds 3.54%	Small Cap -11.01%	Commod. 7.69%	High Yield 7.11%	Cash 0.05%	Mid Cap -17.32%	Cash 5.27%	US Bonds 4.45%	TIPS 4.12%
US Bonds 5.93%	TIPS 6.31%	Commod. -13.32%	US Bonds 4.21%	Emerging Markets -2.60%	Emerging Markets -2.18%	Intl -5.66%	US Bonds 2.65%	TIPS 3.01%	Commod. -11.25%	Global Bonds 6.84%	Cash 0.37%	US Bonds -1.54%	Large Cap -18.11%	TIPS 3.90%	Cash 4.00%	Cash 1.28%
Cash 0.16%	Global Bonds 5.54%	Intl -13.71%	Cash 0.08%	TIPS -8.61%	Intl -3.86%	Emerging Markets -14.90%	Global Bonds 2.09%	Commod. 1.70%	Intl -14.20%	Core Real Estate 4.41%	Core Real Estate 0.35%	Emerging Markets -2.54%	Emerging Markets -20.09%	Commod. -7.91%	Global Bonds 3.60%	Commod. 0.68%
Core Real Estate -30.40%	Cash 0.15%	Emerging Markets -18.42%	Commod. -1.06%	Commod. -9.52%	Commod. -17.00%	Commod. -24.60%	Cash 0.25%	Cash 0.71%	Emerging Markets -14.58%	Cash 2.30%	Commod. -3.12%	Global Bonds -4.71%	Small Cap -20.44%	Core Real Estate -12.73%	Core Real Estate -3.19%	Core Real Estate 0.03%

Global Balanced is composed of 60% MSCI World Stock Index, 35% BBgBarc Global Aggregate Bond Index, and 5% US 90-Day T-Bills.

Source: Morningstar; Core Real Estate Source: NCREIF

Section 2 | Plan Overview

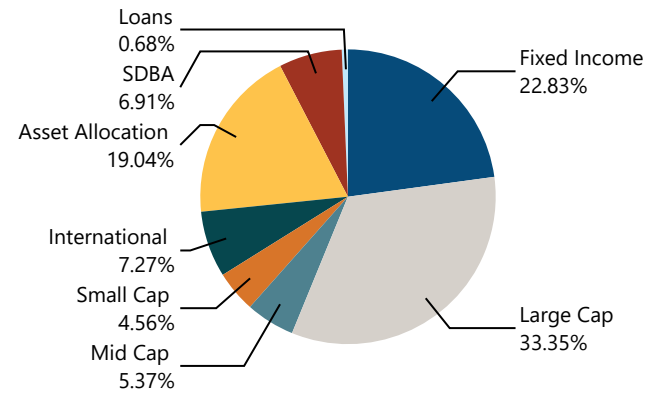
Hyas Group Contact

Vincent Galindo
 Senior Principal
 vgalindo@hyasgroup.com

Market Value: \$279,499,681

Plan Notes

Fund: None at this time.
 Governance: Investment Policy Statement approved February 2024.
 Vendor Mgmt: None at this time.



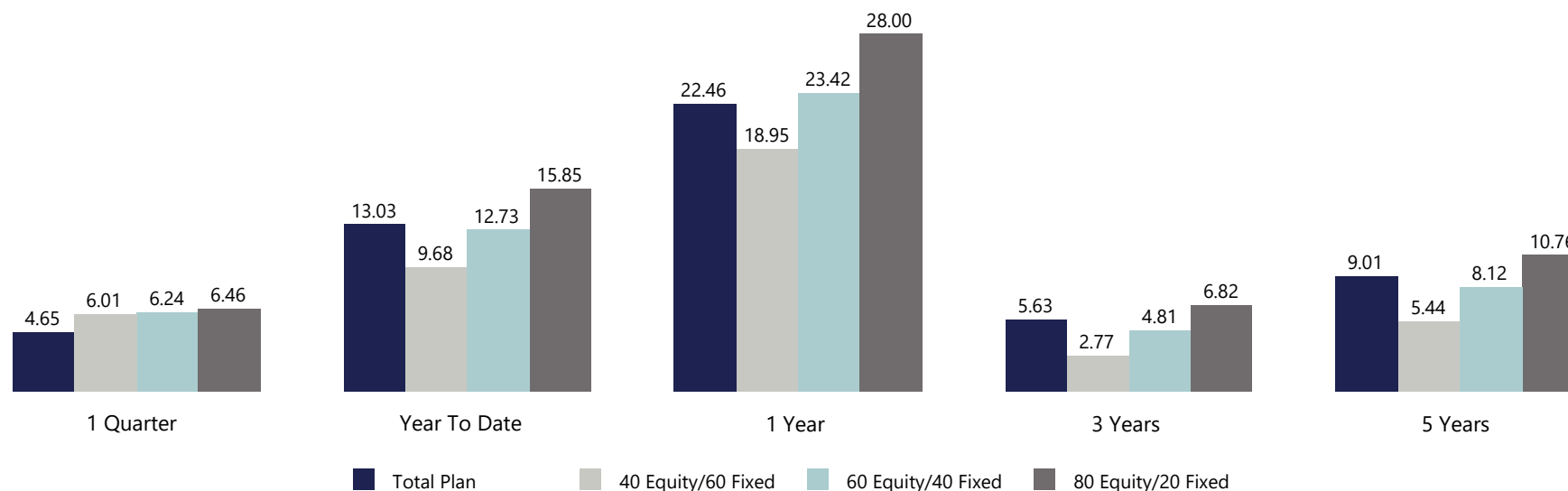
Fund Notes

Fund Name	Watch Status	Reasoning	Quarter Notes	Recommendation	Fund Assets (\$)	Allocation (%)
Sterling Capital Total Return Bond R6	4Q23	Qualitative	Ownership change. The closure of sale to Guardian Capital Group occurred without disruption.	Remove watch status.	4,435,160	1.59
Hotchkis & Wiley High Yield Z	4Q19	Quantitative	Performance in compliance as of 2Q24.	Remove watch status.	2,201,526	0.79
DFA US Large Cap Value I	4Q19	Quantitative	Performance in compliance as of 1Q24.	Remove watch status.	9,705,396	3.47
T. Rowe Price Large Cap Growth I	4Q23	Quantitative	Performance in compliance as of 1Q24.	Remove watch status.	30,077,045	10.76

Section 3 | Plan Review

Cash Flow Summary						
	Beg Value (%) of the Plan	Beg Value \$	Cash Flow (+/-)	Gain/Loss	End Value (%) of the Plan	End Value \$
Fixed Income	25.86	63,840,501	(886,052)	864,053	24.71	63,818,501
Large Cap	35.82	88,428,864	427,069	4,353,906	36.09	93,209,839
Mid Cap	5.89	14,541,897	(295,645)	752,039	5.81	14,998,291
Small Cap	4.76	11,739,664	73,639	923,344	4.93	12,736,647
International	7.57	18,691,864	161,341	1,458,431	7.86	20,311,636
Asset Allocation	20.10	49,617,623	477,108	3,118,054	20.60	53,212,786
Total	100.00	246,860,413	(42,541)	11,469,828	100.00	258,287,700

Plan Returns



Equity Indices: Russell 3000, MSCI ACWI ex USA; Fixed Indices: US Treasury 3 Mo T-Bill, Bloomberg Global Aggregate Bond (rebalanced quarterly).

City of Santa Clara | 457 Deferred Compensation Plan

Plan Review

As of September 30, 2024

	Asset-ID	Beg Balance \$	Cash Flow (+/-)	Gain/Loss	End Balance	Alloc %
Fixed Income		63,840,501	(886,052)	864,053	63,818,501	24.71
Nationwide Fixed Fund		54,037,906	(1,813,188)	361,165	52,585,882	20.36
Fidelity US Bond Index	FXNAX	3,286,463	1,119,280	190,190	4,595,933	1.78
Sterling Capital Total Return Bond R6	STRDX	4,460,043	(251,287)	226,404	4,435,160	1.72
Hotchkis & Wiley High Yield Z	HWHZX	2,056,088	59,144	86,295	2,201,526	0.85
Large Cap		88,428,864	427,069	4,353,906	93,209,839	36.09
DFA US Large Cap Value I	DFLVX	9,035,210	39,046	631,140	9,705,396	3.76
Fidelity 500 Index	FXAIX	50,085,997	357,408	2,983,992	53,427,398	20.69
T. Rowe Price Large Cap Growth I	TRLGX	29,307,656	30,615	738,774	30,077,045	11.64
Mid Cap		14,541,897	(295,645)	752,039	14,998,291	5.81
MFS Mid Cap Value R6	MVCKX	1,675,532	(78,276)	164,734	1,761,990	0.68
Fidelity Mid Cap Index	FSMDX	3,947,179	(40,498)	359,476	4,266,158	1.65
JPMorgan Mid Cap Growth R6	JMGMX	8,919,186	(176,871)	227,828	8,970,143	3.47
Small Cap		11,739,664	73,639	923,344	12,736,647	4.93
DFA US Targeted Value I	DFVFX	5,036,492	(69,822)	384,763	5,351,434	2.07
Fidelity Small Cap Index	FSSNX	2,849,976	158,577	279,478	3,288,032	1.27
Vanguard Small Growth Index Adm	VSGAX	3,853,195	(15,117)	259,103	4,097,182	1.59
International		18,691,864	161,341	1,458,431	20,311,636	7.86
Vanguard International Value Inv	VTRIX	4,424,982	22,245	371,442	4,818,669	1.87
Fidelity Total International Index	FTIHX	6,638,785	193,262	537,252	7,369,300	2.85
Vanguard International Growth Adm	VWILX	7,628,096	(54,166)	549,737	8,123,668	3.15
Asset Allocation		49,617,623	477,108	3,118,054	53,212,786	20.60
Vanguard Target Retirement Income	VTINX	1,276,911	48,218	64,026	1,389,155	0.54
Vanguard Target Retirement 2025	VTTVX	15,690,602	(212,358)	907,942	16,386,186	6.34
Vanguard Target Retirement 2030	VTTHX	2,736,548	29,257	170,280	2,936,085	1.14
Vanguard Target Retirement 2035	VTTHX	9,834,394	(193,301)	606,890	10,247,984	3.97
Vanguard Target Retirement 2040	VFORX	2,126,165	42,113	139,578	2,307,856	0.89
Vanguard Target Retirement 2045	VTIVX	12,210,090	249,828	815,254	13,275,172	5.14

City of Santa Clara | 457 Deferred Compensation Plan

Plan Review

As of September 30, 2024

	Asset-ID	Beg Balance \$	Cash Flow (+/-)	Gain/Loss	End Balance	Alloc %
Vanguard Target Retirement 2050	VFIFX	2,164,819	403,528	165,683	2,734,030	1.06
Vanguard Target Retirement 2055	VFFVX	2,645,091	45,865	182,747	2,873,702	1.11
Vanguard Target Retirement 2060	VTTSX	853,882	54,997	59,947	968,825	0.38
Vanguard Target Retirement 2065	VLXVX	19,960	6,006	1,608	27,574	0.01
Vanguard Target Retirement 2070	VSVNX	59,163	2,956	4,099	66,217	0.03
Total		246,860,413	(42,541)	11,469,828	258,287,700	100.00

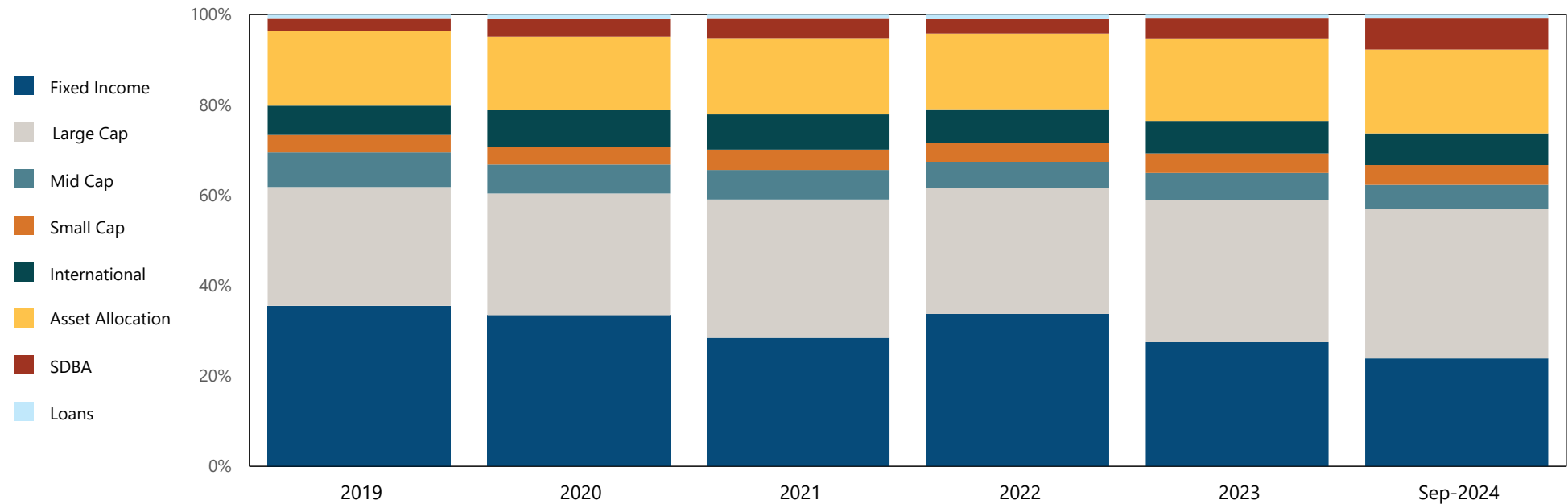
As of September 30, 2024

Asset Allocation								
	Dec-2023		Mar-2024		Jun-2024		Sep-2024	
	Ending Market Value \$	Ending Market Value %	Ending Market Value \$	Ending Market Value %	Ending Market Value \$	Ending Market Value %	Ending Market Value \$	Ending Market Value %
Fixed Income	67,332,654	29.02	66,304,534	27.03	63,840,501	25.86	63,818,501	24.71
Large Cap	77,050,769	33.21	84,296,033	34.36	88,428,864	35.82	93,209,839	36.09
Mid Cap	14,746,308	6.36	16,185,316	6.60	14,541,897	5.89	14,998,291	5.81
Small Cap	10,553,844	4.55	12,126,937	4.94	11,739,664	4.76	12,736,647	4.93
International	17,664,787	7.61	18,502,160	7.54	18,691,864	7.57	20,311,636	7.86
Asset Allocation	44,643,003	19.24	47,923,777	19.53	49,617,623	20.10	53,212,786	20.60
Total	231,991,364	100.00	245,338,758	100.00	246,860,413	100.00	258,287,700	100.00

Cash Flow Summary				
	Dec-2023	Mar-2024	Jun-2024	Sep-2024
Participants	1,374	1,400	1,431	1,428
Calculated Return (%)	8.34	6.19	1.71	4.65
Cash Flow (+/-) \$	864,582	(1,018,772)	(2,677,692)	(42,541)
Market Adjustment \$	17,800,630	14,366,165	4,199,347	11,469,828

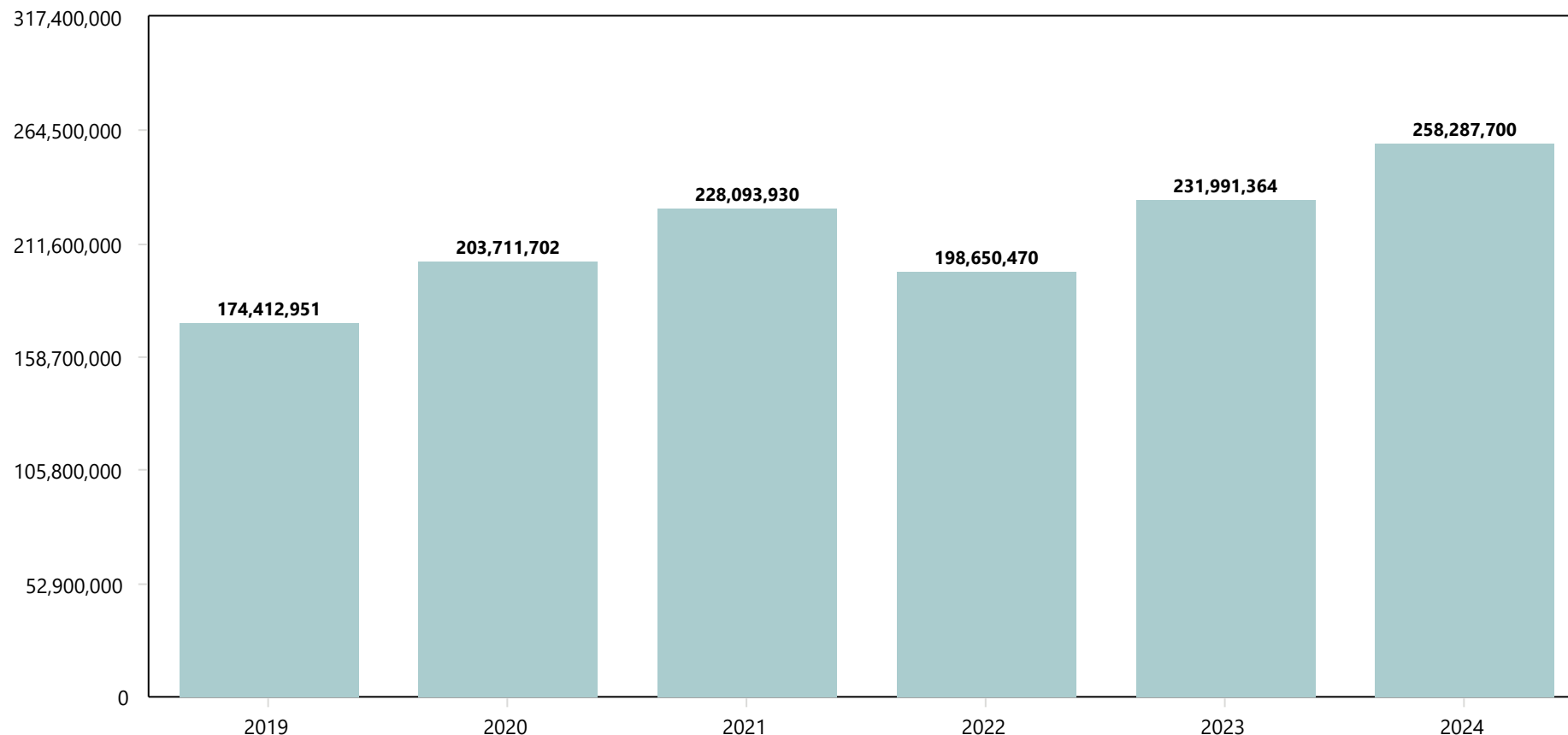
Fee Summary								
	Dec-2023		Mar-2024		Jun-2024		Sep-2024	
	Current %	Est Asset \$	Current %	Est Asset \$	Current %	Est Asset \$	Current %	Est Asset \$
Record Keeper Fees	0.020	46,398	0.020	49,068	0.020	49,372	0.020	51,658
Weighted Investment Fees	0.252	584,834	0.252	617,952	0.248	613,286	0.241	623,425

Historical Asset Allocation



	2019		2020		2021		2022		2023		Sep-2024	
	Ending Market Value \$	Ending Value %	Ending Market Value \$	Ending Value %	Ending Market Value \$	Ending Value %	Ending Market Value \$	Ending Value %	Ending Market Value \$	Ending Value %	Ending Market Value \$	Ending Value %
Fixed Income	64,223,266	35.5%	71,557,663	33.4%	68,464,314	28.5%	69,860,126	33.7%	67,332,654	27.5%	63,818,501	22.8%
Large Cap	47,604,651	26.3%	57,744,853	27.0%	73,594,484	30.6%	57,922,605	27.9%	77,050,769	31.5%	93,209,839	33.3%
Mid Cap	13,890,428	7.7%	13,797,623	6.4%	15,716,450	6.5%	11,971,657	5.8%	14,746,308	6.0%	14,998,291	5.4%
Small Cap	6,991,789	3.9%	8,317,744	3.9%	10,939,582	4.5%	8,804,140	4.2%	10,553,844	4.3%	12,736,647	4.6%
International	11,694,003	6.5%	17,376,817	8.1%	18,734,126	7.8%	14,906,719	7.2%	17,664,787	7.2%	20,311,636	7.3%
Asset Allocation	30,008,815	16.6%	34,917,002	16.3%	40,644,974	16.9%	35,185,222	17.0%	44,643,003	18.2%	53,212,786	19.0%
SDBA	5,135,442	2.8%	8,326,880	3.9%	10,578,370	4.4%	6,861,670	3.3%	11,126,305	4.5%	19,304,785	6.9%
Loans	1,300,959	0.7%	2,075,411	1.0%	1,850,396	0.8%	1,734,203	0.8%	1,731,381	0.7%	1,907,196	0.7%
Total	180,849,352	100.0	214,113,993	100.0	240,522,696	100.0	207,246,343	100.0	244,849,050	100.0	279,499,681	100.0

Plan Value Over Time



	2019	2020	2021	2022	2023	2024
Beginning Market Value \$	150,093,203	174,412,951	203,711,702	228,093,930	198,650,470	231,991,364
Cash Flow (+/-) \$	(2,185,094)	3,320,382	(1,066,724)	2,016,434	1,081,364	(3,739,004)
Market Adjustment \$	26,504,842	25,978,370	25,448,953	(31,459,895)	32,259,531	30,035,340
Ending Market Value \$	174,412,951	203,711,702	228,093,930	198,650,470	231,991,364	258,287,700
Participants	1,278	1,312	1,323	1,354	1,374	1,428
Average Participant Balance \$	136,473	155,268	172,407	146,714	168,844	180,874

Section 4 | Fund Review

Fund Name	Asset-ID	Expense Ratio	5 Year Return Difference	5 Year Rank	Watch Status	Qualitative Factors	Quantitative Factors
Nationwide Fixed Fund		0.40	0.67	-		●	●
Sterling Capital Total Return Bond R6	STRDX	0.36	0.56	18	4Q23	●	●
Hotchkis & Wiley High Yield Z	HWHZX	0.60	-0.32	32	4Q19	●	●
DFA US Large Cap Value I	DFLVX	0.22	0.28	54	4Q19	●	●
T. Rowe Price Large Cap Growth I	TRLGX	0.56	-2.31	34	4Q23	●	●
MFS Mid Cap Value R6	MVCKX	0.62	1.70	25		●	●
JPMorgan Mid Cap Growth R6	JMGMX	0.70	0.87	15		●	●
DFA US Targeted Value I	DFFVX	0.29	4.74	9		●	●
Vanguard International Value Inv	VTRIX	0.39	0.10	53		●	●
Vanguard International Growth Adm	VWILX	0.31	3.67	7		●	●

Fund Name	Asset-ID	Expense Ratio	5 Year Return Difference	5 Year Rank	Watch Status	Qualitative Factors	Quantitative Factors
Fidelity US Bond Index	FXNAX	0.03	0.00	55		●	●
Fidelity 500 Index	FXAIX	0.02	-0.01	18		●	●
Fidelity Mid Cap Index	FSMDX	0.03	0.00	41		●	●
Fidelity Small Cap Index	FSSNX	0.03	0.09	59		●	●
Vanguard Small Growth Index Adm	VSGAX	0.07	0.03	68		●	●
Fidelity Total International Index	FTIHX	0.06	-0.05	57		●	●

Options employing active management are expected to outperform their stated asset class or style benchmark net of all management fees over a trailing five-year time period; and to rank above the 50th percentile of the appropriate peer group for the same trailing five-year time period. Passive options are expected to track the performance of the index strategy that the option is designed to replicate, less management fees, with marginal tracking error. Certain passive investment options may engage in a method of 'Fair Value Pricing.' Discrepancies in performance between the applicable investment option and its performance benchmark that are due to 'Fair Value Pricing' and other common index fund tracking factors will be taken into consideration in evaluating performance.

As of September 30, 2024

Fund Name	Asset-ID	Expense Ratio	5 Year Return Difference	5 Year Rank	Watch Status	Qualitative Factors	Quantitative Factors
Vanguard Target Retirement Income	VTINX	0.08	-0.30	51		●	●
Vanguard Target Retirement 2025	VTTVX	0.08	-0.45	26		●	●
Vanguard Target Retirement 2030	VTHRX	0.08	-0.46	29		●	●
Vanguard Target Retirement 2035	VTTHX	0.08	-0.46	47		●	●
Vanguard Target Retirement 2040	VFORX	0.08	-0.45	51		●	●
Vanguard Target Retirement 2045	VTIVX	0.08	-0.44	38		●	●
Vanguard Target Retirement 2050	VFIFX	0.08	-0.47	33		●	●
Vanguard Target Retirement 2055	VFFVX	0.08	-0.47	38		●	●
Vanguard Target Retirement 2060	VTTSX	0.08	-0.47	40		●	●
Vanguard Target Retirement 2065	VLXVX	0.08	-0.48	56		●	●
Vanguard Target Retirement 2070	VSVNX	0.08	-	-		●	-

Target date funds will be evaluated based on performance of the entire suite as held within the plan(s). A target date suite will generally be viewed as being in violation of investment policy performance criteria if over one-half of the funds in the target date suite held within the plan(s) lag the prescribed performance measures within your investment policy.

Performance Review

	Performance (%)											
	QTR	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2023	2022	2021	2020	2019	2018
Nationwide Fixed Fund	0.59	1.88	2.57	2.84	3.05	-	2.87	3.00	3.13	3.50	3.50	-
US T-Bill CMT 5 Year	0.93	3.07	4.20	3.48	2.38	2.15	4.07	3.00	0.85	0.54	1.96	2.75
+/- Index	(0.34)	(1.19)	(1.63)	(0.64)	0.67	-	(1.20)	0.00	2.28	2.96	1.54	-
Fidelity US Bond Index	5.17	4.59	11.52	(1.39)	0.34	1.82	5.54	(13.03)	(1.79)	7.80	8.48	0.01
Blmbg. U.S. Aggregate Index	5.20	4.45	11.57	(1.39)	0.33	1.84	5.53	(13.01)	(1.55)	7.51	8.72	0.01
+/- Index	(0.03)	0.14	(0.05)	0.00	0.01	(0.02)	0.01	(0.02)	(0.24)	0.29	(0.24)	0.00
Intermediate Core Bond Rank	42	56	62	39	55	46	56	29	63	50	51	25
Sterling Capital Total Return Bond R6	5.00	4.92	11.95	(1.25)	0.89	2.31	5.97	(13.15)	(1.12)	9.35	9.37	(0.27)
Blmbg. U.S. Aggregate Index	5.20	4.45	11.57	(1.39)	0.33	1.84	5.53	(13.01)	(1.55)	7.51	8.72	0.01
+/- Index	(0.20)	0.47	0.38	0.14	0.56	0.47	0.44	(0.14)	0.43	1.84	0.65	(0.28)
Intermediate Core Bond Rank	74	29	38	29	18	8	30	35	27	17	17	41
Hotchkis & Wiley High Yield Z	4.11	6.99	13.56	3.36	4.39	4.26	13.08	(9.69)	6.83	3.83	9.77	(3.34)
Blmbg. U.S. Corp: High Yield Index	5.28	8.00	15.74	3.10	4.72	5.04	13.45	(11.19)	5.28	7.11	14.32	(2.08)
+/- Index	(1.17)	(1.01)	(2.18)	0.26	(0.33)	(0.78)	(0.37)	1.50	1.55	(3.28)	(4.55)	(1.26)
High Yield Bond Rank	75	63	71	27	32	48	19	31	12	75	87	65
DFA US Large Cap Value I	6.96	15.41	25.87	9.29	10.97	9.14	11.47	(5.78)	28.07	(0.61)	25.45	(11.65)
Russell 1000 Value Index	9.43	16.68	27.76	9.03	10.69	9.23	11.46	(7.54)	25.16	2.80	26.54	(8.27)
+/- Index	(2.47)	(1.27)	(1.89)	0.26	0.28	(0.09)	0.01	1.76	2.91	(3.41)	(1.09)	(3.38)
Large Value Rank	71	58	65	57	54	54	47	54	28	81	52	82
Fidelity 500 Index	5.88	22.06	36.33	11.90	15.96	13.37	26.29	(18.13)	28.69	18.40	31.47	(4.40)
S&P 500 Index	5.89	22.08	36.35	11.91	15.98	13.38	26.29	(18.11)	28.71	18.40	31.49	(4.38)
+/- Index	(0.01)	(0.02)	(0.02)	(0.01)	(0.02)	(0.01)	0.00	(0.02)	(0.02)	0.00	(0.02)	(0.02)
Large Blend Rank	42	24	25	20	18	7	24	50	21	35	22	24

City of Santa Clara | 457 Deferred Compensation Plan

Plan Review

As of September 30, 2024

	Performance (%)											
	QTR	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2023	2022	2021	2020	2019	2018
T. Rowe Price Large Cap Growth I	2.59	24.63	42.40	7.82	17.44	16.08	46.21	(35.18)	23.18	39.56	28.49	4.32
Russell 1000 Growth Index	3.19	24.55	42.19	12.02	19.74	16.52	42.68	(29.14)	27.60	38.49	36.39	(1.51)
+/- Index	(0.60)	0.08	0.21	(4.20)	(2.30)	(0.44)	3.53	(6.04)	(4.42)	1.07	(7.90)	5.83
Large Growth Rank	62	31	35	56	34	11	18	76	40	34	86	7
MFS Mid Cap Value R6	9.97	16.79	30.08	9.92	12.03	10.09	12.92	(8.64)	31.00	4.40	31.08	(11.31)
Russell Midcap Value Index	10.08	15.08	29.01	7.39	10.33	8.93	12.71	(12.03)	28.34	4.96	27.06	(12.29)
+/- Index	(0.11)	1.71	1.07	2.53	1.70	1.16	0.21	3.39	2.66	(0.56)	4.02	0.98
Mid-Cap Value Rank	25	10	15	23	25	11	43	59	29	38	11	24
Fidelity Mid Cap Index	9.20	14.63	29.29	5.76	11.30	10.19	17.21	(17.28)	22.56	17.11	30.51	(9.05)
Russell Midcap Index	9.21	14.63	29.33	5.75	11.30	10.19	17.23	(17.32)	22.58	17.10	30.54	(9.06)
+/- Index	(0.01)	0.00	(0.04)	0.01	0.00	0.00	(0.02)	0.04	(0.02)	0.01	(0.03)	0.01
Mid-Cap Blend Rank	24	35	23	61	41	18	29	70	65	25	25	27
JPMorgan Mid Cap Growth R6	2.70	9.16	23.57	0.65	12.35	11.71	23.35	(26.96)	10.99	48.51	39.96	(4.97)
Russell Midcap Growth Index	6.54	12.91	29.33	2.32	11.48	11.30	25.87	(26.72)	12.73	35.59	35.47	(4.75)
+/- Index	(3.84)	(3.75)	(5.76)	(1.67)	0.87	0.41	(2.52)	(0.24)	(1.74)	12.92	4.49	(0.22)
Mid-Cap Growth Rank	92	71	65	40	15	17	30	39	59	25	10	46
DFA US Targeted Value I	7.77	8.30	23.89	9.68	14.03	9.47	19.31	(4.62)	38.80	3.77	21.47	(15.78)
Russell 2000 Value Index	10.15	9.22	25.88	3.77	9.29	8.22	14.65	(14.48)	28.27	4.63	22.39	(12.86)
+/- Index	(2.38)	(0.92)	(1.99)	5.91	4.74	1.25	4.66	9.86	10.53	(0.86)	(0.92)	(2.92)
Small Value Rank	59	58	47	10	9	18	25	11	9	47	55	56
Fidelity Small Cap Index	9.27	11.21	26.84	1.97	9.48	8.93	17.12	(20.27)	14.71	19.99	25.71	(10.88)
Russell 2000 Index	9.27	11.17	26.76	1.84	9.39	8.78	16.93	(20.44)	14.82	19.96	25.53	(11.01)
+/- Index	0.00	0.04	0.08	0.13	0.09	0.15	0.19	0.17	(0.11)	0.03	0.18	0.13
Small Blend Rank	35	44	29	78	59	45	38	79	88	14	33	33

City of Santa Clara | 457 Deferred Compensation Plan

Plan Review

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	Performance (%)											
	QTR	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2023	2022	2021	2020	2019	2018
Vanguard Small Growth Index Adm	7.07	11.15	25.73	(0.95)	8.60	9.18	21.41	(28.39)	5.70	35.28	32.76	(5.68)
Vanguard Spliced Small Cap Growth Index (Net)	7.06	11.12	25.70	(1.00)	8.57	9.14	21.28	(28.44)	5.71	35.35	32.75	(5.68)
+/- Index	0.01	0.03	0.03	0.05	0.03	0.04	0.13	0.05	(0.01)	(0.07)	0.01	0.00
Small Growth Rank	62	65	54	52	68	62	14	51	67	59	36	56
Vanguard International Value Inv	8.40	11.30	21.61	5.20	7.89	5.01	16.15	(11.66)	7.97	8.99	20.39	(14.52)
MSCI AC World ex USA Value (Net)	9.26	14.40	24.04	7.49	7.79	4.28	17.30	(8.59)	10.46	(0.77)	15.72	(13.97)
+/- Index	(0.86)	(3.10)	(2.43)	(2.29)	0.10	0.73	(1.15)	(3.07)	(2.49)	9.76	4.67	(0.55)
Foreign Large Value Rank	36	74	59	81	53	39	67	72	86	5	31	27
Fidelity Total International Index	7.87	13.61	24.93	3.87	7.61	-	15.51	(16.28)	8.47	11.07	21.48	(14.38)
MSCI AC World ex USA IMI (Net)	8.18	13.90	25.06	3.74	7.66	5.33	15.62	(16.58)	8.53	11.12	21.63	(14.76)
+/- Index	(0.31)	(0.29)	(0.13)	0.13	(0.05)	-	(0.11)	0.30	(0.06)	(0.05)	(0.15)	0.38
Foreign Large Blend Rank	32	36	41	61	57	-	64	58	70	39	61	43
Vanguard International Growth Adm	7.43	15.77	28.94	(3.65)	10.76	8.97	14.81	(30.79)	(0.74)	59.74	31.48	(12.58)
MSCI AC World ex USA Growth (Net)	6.92	14.06	26.75	0.81	7.09	5.97	14.03	(23.05)	5.09	22.20	27.34	(14.43)
+/- Index	0.51	1.71	2.19	(4.46)	3.67	3.00	0.78	(7.74)	(5.83)	37.54	4.14	1.85
Foreign Large Growth Rank	32	18	31	86	7	8	69	84	87	2	23	36
Vanguard Target Retirement Income	5.12	8.27	16.22	2.19	4.45	4.51	10.74	(12.74)	5.25	10.02	13.16	(1.99)
Vanguard Target Income Composite Index (Net)	5.14	8.40	16.34	2.39	4.75	4.74	10.80	(12.44)	5.44	10.70	13.41	(1.97)
+/- Index	(0.02)	(0.13)	(0.12)	(0.20)	(0.30)	(0.23)	(0.06)	(0.30)	(0.19)	(0.68)	(0.25)	(0.02)
Target-Date Retirement Rank	47	66	62	47	51	34	40	52	62	29	45	15
Vanguard Target Retirement 2025	5.85	11.26	21.13	3.68	7.09	6.74	14.55	(15.55)	9.80	13.30	19.63	(5.15)
Vanguard Target 2025 Composite Index (Net)	5.89	11.40	21.26	4.01	7.55	7.06	14.74	(15.02)	10.09	14.19	19.93	(5.00)
+/- Index	(0.04)	(0.14)	(0.13)	(0.33)	(0.46)	(0.32)	(0.19)	(0.53)	(0.29)	(0.89)	(0.30)	(0.15)
Target-Date 2025 Rank	28	25	26	18	26	17	5	52	51	35	21	42

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Plan Review

As of September 30, 2024

	Performance (%)											
	QTR	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2023	2022	2021	2020	2019	2018
Vanguard Target Retirement 2030	6.17	12.54	23.27	4.40	8.04	7.35	16.03	(16.27)	11.38	14.10	21.07	(5.86)
Vanguard Target 2030 Composite Index (Net)	6.27	12.70	23.41	4.74	8.50	7.68	16.26	(15.71)	11.66	14.98	21.34	(5.72)
+/- Index	(0.10)	(0.16)	(0.14)	(0.34)	(0.46)	(0.33)	(0.23)	(0.56)	(0.28)	(0.88)	(0.27)	(0.14)
Target-Date 2030 Rank	14	23	24	19	29	25	6	47	55	36	35	33
Vanguard Target Retirement 2035	6.30	13.61	24.76	5.07	8.95	7.93	17.14	(16.62)	12.96	14.79	22.44	(6.58)
Vanguard Target 2035 Composite Index (Net)	6.44	13.75	24.96	5.41	9.41	8.26	17.43	(16.10)	13.24	15.67	22.76	(6.46)
+/- Index	(0.14)	(0.14)	(0.20)	(0.34)	(0.46)	(0.33)	(0.29)	(0.52)	(0.28)	(0.88)	(0.32)	(0.12)
Target-Date 2035 Rank	19	50	62	33	47	34	26	38	79	40	47	28
Vanguard Target Retirement 2040	6.43	14.61	26.33	5.75	9.85	8.49	18.34	(16.98)	14.56	15.47	23.86	(7.32)
Vanguard Target 2040 Composite Index (Net)	6.61	14.80	26.51	6.07	10.30	8.83	18.60	(16.51)	14.84	16.31	24.19	(7.22)
+/- Index	(0.18)	(0.19)	(0.18)	(0.32)	(0.45)	(0.34)	(0.26)	(0.47)	(0.28)	(0.84)	(0.33)	(0.10)
Target-Date 2040 Rank	25	67	69	47	51	38	45	34	81	40	45	31
Vanguard Target Retirement 2045	6.57	15.60	27.82	6.39	10.74	8.97	19.48	(17.36)	16.16	16.30	24.94	(7.90)
Vanguard Target 2045 Composite Index (Net)	6.77	15.86	28.08	6.72	11.18	9.32	19.77	(16.93)	16.45	17.02	25.37	(7.77)
+/- Index	(0.20)	(0.26)	(0.26)	(0.33)	(0.44)	(0.35)	(0.29)	(0.43)	(0.29)	(0.72)	(0.43)	(0.13)
Target-Date 2045 Rank	25	65	68	44	38	33	40	31	67	35	39	38
Vanguard Target Retirement 2050	6.71	16.36	28.91	6.83	11.05	9.13	20.17	(17.46)	16.41	16.39	24.98	(7.90)
Vanguard Target 2050 Composite Index (Net)	6.91	16.68	29.26	7.17	11.52	9.49	20.48	(17.07)	16.75	17.17	25.37	(7.77)
+/- Index	(0.20)	(0.32)	(0.35)	(0.34)	(0.47)	(0.36)	(0.31)	(0.39)	(0.34)	(0.78)	(0.39)	(0.13)
Target-Date 2050 Rank	22	48	57	30	33	31	39	29	71	36	42	33
Vanguard Target Retirement 2055	6.73	16.37	28.92	6.84	11.05	9.11	20.16	(17.46)	16.44	16.32	24.98	(7.89)
Vanguard Target 2055 Composite Index (Net)	6.91	16.68	29.26	7.17	11.52	9.49	20.48	(17.07)	16.75	17.17	25.37	(7.77)
+/- Index	(0.18)	(0.31)	(0.34)	(0.33)	(0.47)	(0.38)	(0.32)	(0.39)	(0.31)	(0.85)	(0.39)	(0.12)
Target-Date 2055 Rank	25	53	63	33	38	38	43	25	76	41	45	33

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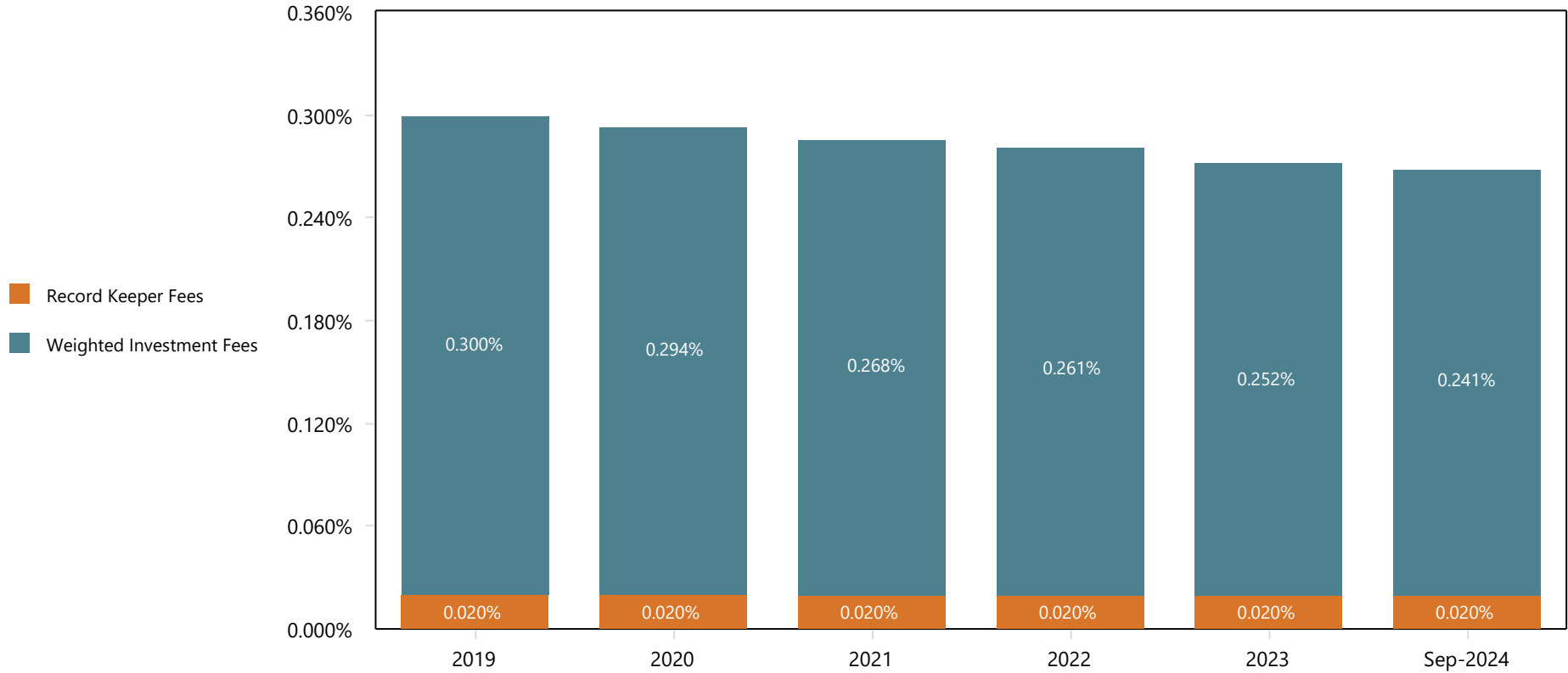
Plan Review

As of September 30, 2024

	Performance (%)											
	QTR	YTD	1 Yr	3 Yr	5 Yr	10 Yr	2023	2022	2021	2020	2019	2018
Vanguard Target Retirement 2060	6.72	16.37	28.93	6.84	11.05	9.11	20.18	(17.46)	16.44	16.32	24.96	(7.87)
Vanguard Target 2060 Composite Index (Net)	6.91	16.68	29.26	7.17	11.52	9.49	20.48	(17.07)	16.75	17.17	25.37	(7.77)
+/- Index	(0.19)	(0.31)	(0.33)	(0.33)	(0.47)	(0.38)	(0.30)	(0.39)	(0.31)	(0.85)	(0.41)	(0.10)
Target-Date 2060 Rank	25	53	62	32	40	60	46	24	78	41	56	30
Vanguard Target Retirement 2065	6.74	16.39	28.95	6.87	11.04	-	20.15	(17.39)	16.46	16.17	24.96	(7.95)
Vanguard Target 2065 Composite Index (Net)	6.91	16.68	29.26	7.17	11.52	-	20.48	(17.07)	16.75	17.17	25.37	(7.77)
+/- Index	(0.17)	(0.29)	(0.31)	(0.30)	(0.48)	-	(0.33)	(0.32)	(0.29)	(1.00)	(0.41)	(0.18)
Target-Date 2065+ Rank	23	56	61	34	56	-	53	17	68	60	61	7
Vanguard Target Retirement 2070	6.73	16.37	28.98	-	-	-	20.24	-	-	-	-	-
Vanguard Target 2070 Composite Index (Net)	6.91	16.68	29.26	-	-	-	20.48	-	-	-	-	-
+/- Index	(0.18)	(0.31)	(0.28)	-	-	-	(0.24)	-	-	-	-	-
Target-Date 2065+ Rank	23	58	59	-	-	-	49	-	-	-	-	-

Section 5 | Fee Review

Annualized Plan Cost



	2019 (%)	2020 (%)	2021 (%)	2022 (%)	2023 (%)	Sep-2024 (%)
Total Plan Fees	0.020	0.020	0.020	0.281	0.272	0.261
Record Keeper Fees	0.020	0.020	0.020	0.020	0.020	0.020
Weighted Investment Fees	0.300	0.294	0.268	0.261	0.252	0.241

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Plan Fee Analysis

As of September 30, 2024

	Asset-ID	Market Value As of 09/30/2024 \$	Net Expense Ratio (%)	Net Estimated Expense \$
Nationwide Fixed Fund		52,585,882	0.400	210,344
Fidelity US Bond Index	FXNAX	4,595,933	0.025	1,149
Sterling Capital Total Return Bond R6	STRDX	4,435,160	0.360	15,967
Hotchkis & Wiley High Yield Z	HWHZX	2,201,526	0.600	13,209
DFA US Large Cap Value I	DFLVX	9,705,396	0.220	21,352
Fidelity 500 Index	FXAIX	53,427,398	0.015	8,014
T. Rowe Price Large Cap Growth I	TRLGX	30,077,045	0.560	168,431
MFS Mid Cap Value R6	MVCKX	1,761,990	0.620	10,924
Fidelity Mid Cap Index	FSMDX	4,266,158	0.025	1,067
JPMorgan Mid Cap Growth R6	JMGMX	8,970,143	0.700	62,791
DFA US Targeted Value I	DFFVX	5,351,434	0.290	15,519
Fidelity Small Cap Index	FSSNX	3,288,032	0.025	822
Vanguard Small Growth Index Adm	VSGAX	4,097,182	0.070	2,868
Vanguard International Value Inv	VTRIX	4,818,669	0.390	18,793
Fidelity Total International Index	FTIHX	7,369,300	0.060	4,422
Vanguard International Growth Adm	VWILX	8,123,668	0.310	25,183
Vanguard Target Retirement Income	VTINX	1,389,155	0.080	1,111
Vanguard Target Retirement 2025	VTTVX	16,386,186	0.080	13,109
Vanguard Target Retirement 2030	VTHRX	2,936,085	0.080	2,349
Vanguard Target Retirement 2035	VTTHX	10,247,984	0.080	8,198
Vanguard Target Retirement 2040	VFORX	2,307,856	0.080	1,846
Vanguard Target Retirement 2045	VTIVX	13,275,172	0.080	10,620
Vanguard Target Retirement 2050	VFIFX	2,734,030	0.080	2,187
Vanguard Target Retirement 2055	VFFVX	2,873,702	0.080	2,299
Vanguard Target Retirement 2060	VTTSX	968,825	0.080	775
Vanguard Target Retirement 2065	VLXVX	27,574	0.080	22
Vanguard Target Retirement 2070	VSVNX	66,217	0.080	53
Total		258,287,700	0.241	623,425

As of September 30, 2024

Plan Administration Cost (0.02%)				
	Rate (%)	Annualized Charge \$	Quarterly Charge \$	Annual Per Participant Charge \$
Record Keeper Fees	0.020	51,658	12,914	36

No explicit expense ratio stated for Nationwide Fixed Fund. For reporting purposes, an expense of 0.40% is assumed.

Section 6 | Fund Attributions



Nationwide Fixed Account

Group Annuity Contract

Retirement Solutions

Fact sheet

Q2 2024
AS OF 06/30/24

The Nationwide Fixed Account¹ is a General Account Product that seeks to provide a low-risk, stable investment option offering consistently competitive returns for retirement plan investors.



Plan Liquidity

- Five-year book value payout
- OR
- Subject to a market value adjustment (MVA)



Participant Liquidity

- Fully liquid or with restrictions for a higher crediting rate
- Subject to 90-day equity wash if competing funds are offered



Crediting Rates

- Quarterly reset
- Pooled investment



Available to All Contractually Applicable Retirement Plans, Including:

- Governmental 457(b)

Investment Objective & Strategy

The General Account is managed by a team of investment professionals with deep market knowledge, multi-asset class capabilities, and broad market cycle experience. The team uses a disciplined, research-driven approach, supported by a robust risk management framework, to provide diversification and strong risk-adjusted returns.

Investment Information

Fund Inception	01/10/1931
Total Market Value (Billions)	\$54.60
Total Number of Unique Holdings	6,071
Average Quality	A-
Weighted Average Maturity	10.6 Years
Weighted Average Life	8.3 Years
Effective Duration	5.32 Years
Market to Book Ratio ²	94%

Fees and Expenses

Spread-Based General Account

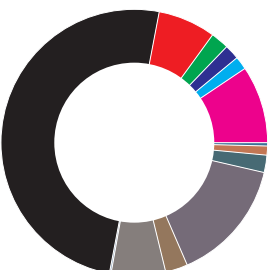
Portfolio Manager

David Fritz, CFA, Tenure since 1999

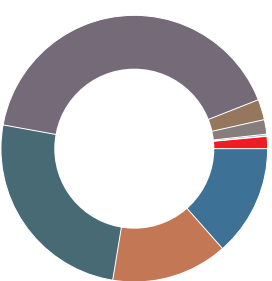
Net Crediting Rate

The rate currently being credited to your account can be found on your statement, on the web at NRSFORU.com or by contacting our solutions center at 1-877-677-3678.

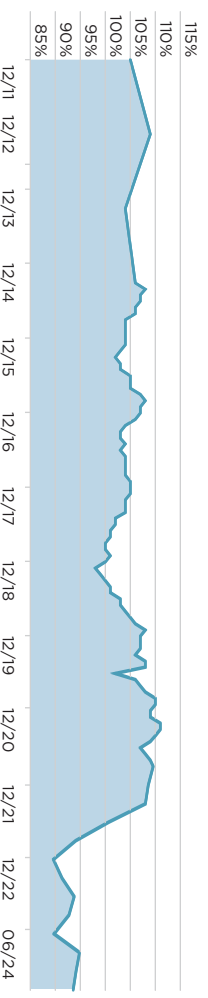
Investment Allocation (%)



Credit Quality (%)



Market-to-Book Ratio Over Time (12/31/11-06/30/24)



Nationwide Fixed Account

Q2 2024
AS OF 06/30/24

Nationwide Life Insurance Company Ratings³

A+ A.M. Best Affirmed 12/7/23	A1 Moody's Affirmed 11/10/23	A+ Standard & Poor's Affirmed 4/30/24
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³Nationwide Fixed Account is backed by the General Account of Nationwide Life Insurance Company and is backed solely by the claims paying ability of Nationwide Life Insurance Company. Information about the securities held in the General Account does not imply ownership by plan participants or by plan sponsors as the owners of the group annuity contract. This account is not a mutual fund.

⁴The market to book ratio is specific to the Nationwide Life Insurance Company and represents assets on an aggregate basis. However, each product contract experiences its own ratio that differs from the aggregate. The market to book ratio may fluctuate from time to time in accordance with market trends.

⁵These ratings and rankings reflect Rating Agency assessment of the financial strength and claims-paying ability of Nationwide Life Insurance Company and are subject to change at any time. They are not intended to reflect the investment experience or financial strength of any variable account, which is subject to market risk. Because the dates are only updated when there is a change in the rating, the dates reflect the most recent ratings we have received.

⁶Your contract may contain liquidation (exchange and/or transfer) restrictions. The unregistered group variable and fixed annuity contracts are issued by Nationwide Life Insurance Company, Columbus, Ohio. For more information, please contact your Plan Sponsor.

⁷Please contact the Solutions Center at 1-877-677-3678 for assistance.
Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company © 2024 Nationwide

DEFINITIONS: Average Quality (AQ): the book value weighted average quality rating of the bond portfolio. The AQ of this investment portfolio is calculated using the second lowest of four (including internal), median of three, lowest of two, or one rating for each security including but not limited to the following NRSROs: S&P, Moody's, Fitch, and internal ratings. Asset Backed Securities, Commercial Mortgage Backed Securities, and Non-Agency Mortgage Backed Securities will only use internal rating. **Average Maturity (AM):** the book value weighted length of time (in years) to the stated maturity for fixed-income securities. Since this measure ignores the possibility of pre-payment, it generally overstates the average length of time to return of principal. The AM of this investment portfolio is based on scheduled maturities and does not reflect prepayments. **Average Weighted Life (AWL):** for debt securities, the dollar-weighted average time until the return of all principal in years. AWL for this investment portfolio is weighted by book value. **Effective Duration:** effective duration specifically takes into account the way changes in yield will affect expected cash flows. It takes into account both the discounting that occurs at different interest rates as well as changes in cash flows. **Market to Book Ratio:** market to book ratio is equal to market value divided by book value. **Exchange:** An exchange is the movement of money between the Nationwide Fixed Account and any other investment option available to the plan. **Transfer:** a transfer is the movement of money between product providers within the same plan or another financial institution.

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Nationwide®
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Fidelity U.S. Bond Index

As of September 30, 2024

Benchmark: Blmbg. U.S. Aggregate Index

Peer Group: Intermediate Core Bond

Fund Information	
Portfolio Manager	Bettencourt,B/Munclinger,R
PM Tenure	10 Years 4 Months
Fund Style	Intermediate Core Bond
Fund Family	Fidelity Investments
Ticker	FXNAX
Fund Inception	05/04/2011
Fund Assets	\$60,038 Million
Net Expense(%)	0.03 %

Fund Investment Policy

The investment seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Bloomberg U.S. Aggregate Bond Index.

The fund normally invests at least 80% of the fund's assets in bonds included in the Bloomberg U.S. Aggregate Bond Index. Its manager uses statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Aggregate Bond Index using a smaller number of securities. The fund invests in Fidelity's central funds.

Fund Characteristics As of 09/30/2024

Avg. Coupon	3.39 %
Avg. Effective Maturity	-
Avg. Effective Duration	6.01 Years
Avg. Credit Quality	AA
Yield To Maturity	-
SEC Yield	3.93 %

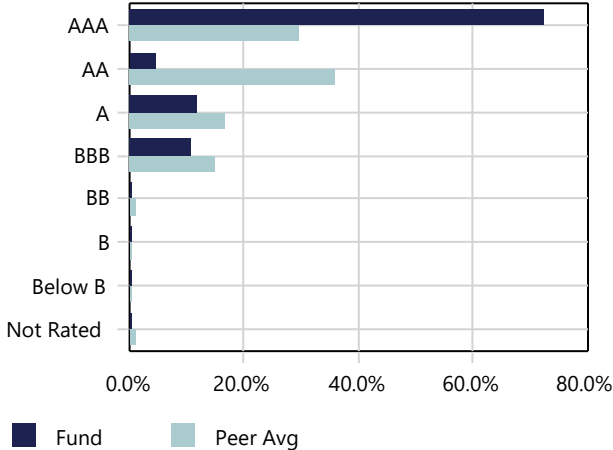
Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	5.17	4.59	11.52	-1.39	0.34	1.46	1.82	5.12	0.03	04/01/1990
Benchmark	5.20	4.45	11.57	-1.39	0.33	1.47	1.84	5.19	-	
Excess	-0.03	0.14	-0.05	0.00	0.01	-0.01	-0.02	-0.07	-	

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	5.54	-13.03	-1.79	7.80	8.48	0.01	3.50
Benchmark	5.53	-13.01	-1.55	7.51	8.72	0.01	3.54
Excess	0.01	-0.02	-0.24	0.29	-0.24	0.00	-0.04

Quality Allocation As of 06/30/2024



Fund Information

	2023	2022	2021	2020	2019	2018	2017
Fund Information							
Fund Assets (all share classes)	57,619 Million	58,041 Million	57,683 Million	58,102 Million	48,478 Million	41,834 Million	35,860 Million
Portfolio Assets	57,619 Million	58,041 Million	57,683 Million	58,102 Million	48,478 Million	36,181 Million	17,492 Million
Total Number of Holdings	9343	9070	8318	2281	2090	1909	1839

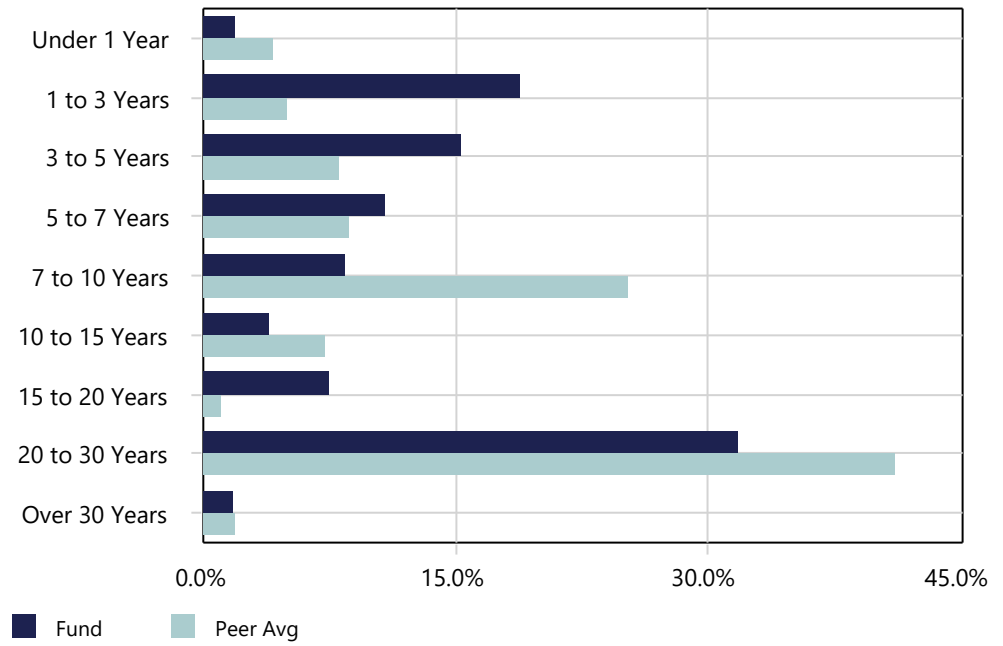
Fidelity U.S. Bond Index

As of September 30, 2024

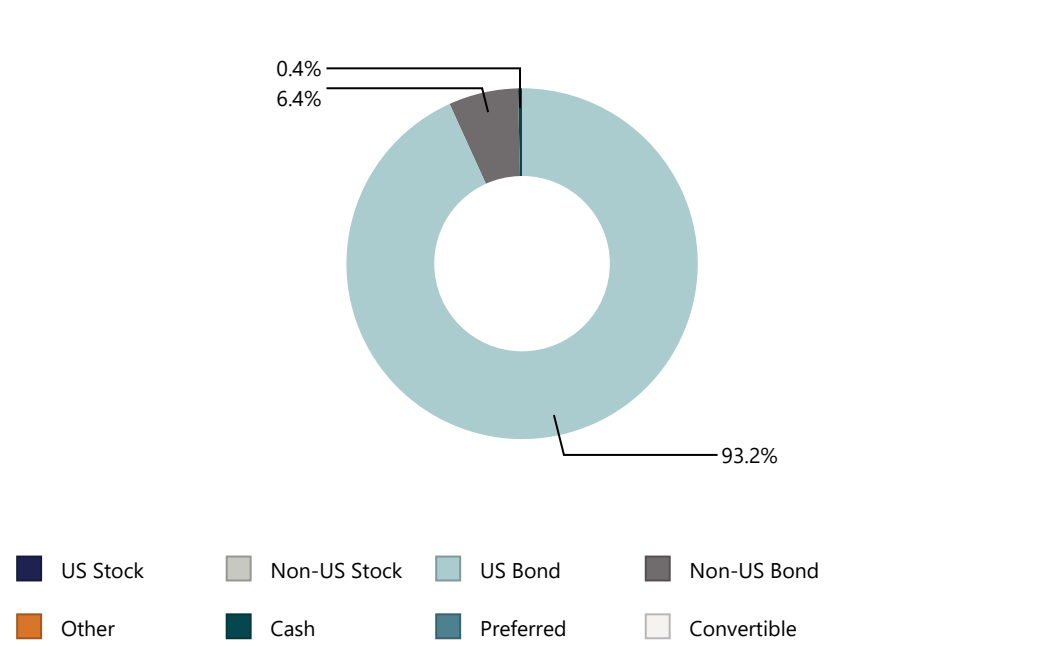
Benchmark: Blmbg. U.S. Aggregate Index

Peer Group: Intermediate Core Bond

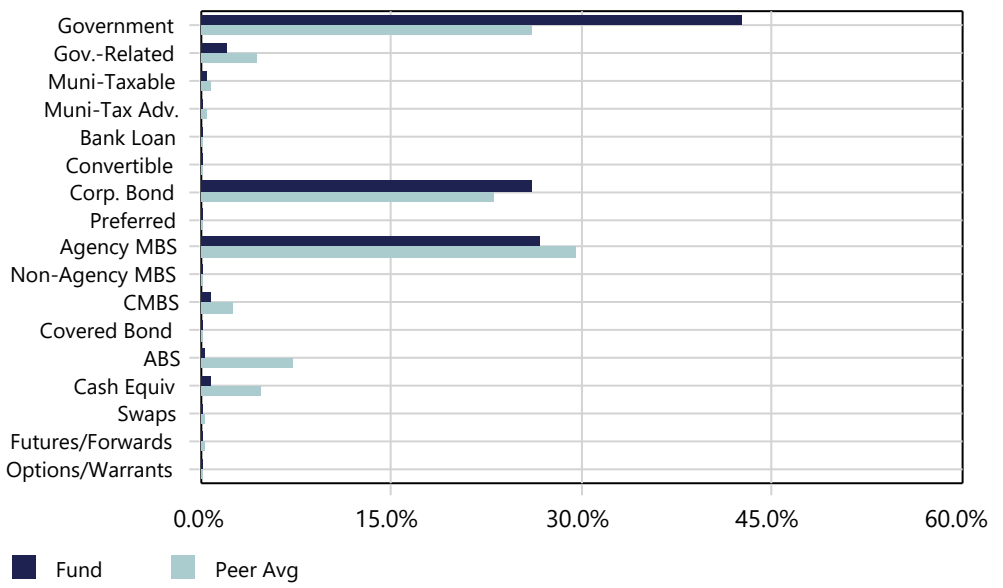
Maturity Distribution As of 08/31/2024



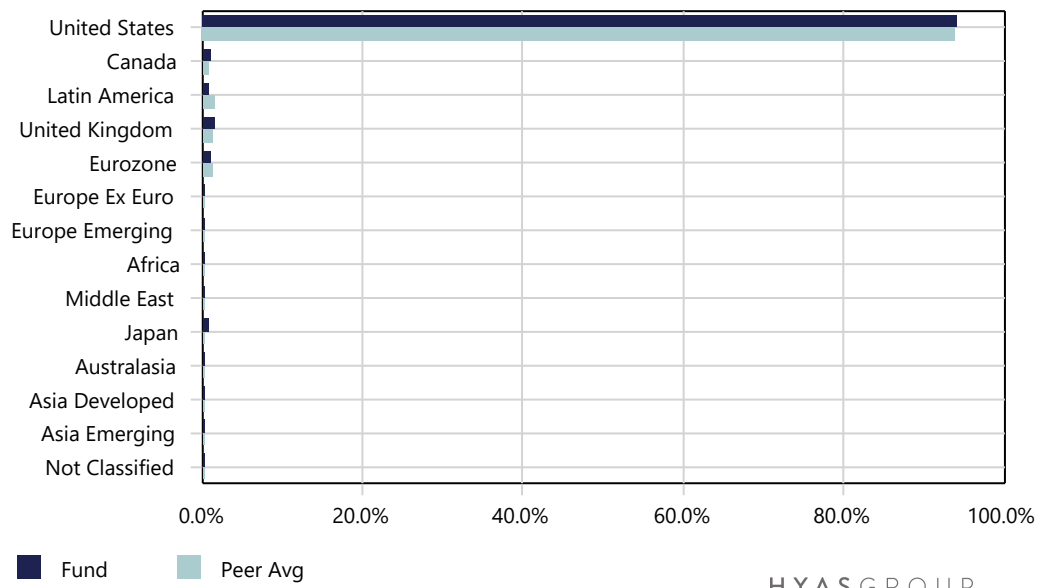
Asset Allocation As of 08/31/2024



Fixed Income Sector Allocation As of 08/31/2024



Fixed Income Regional Allocation As of 08/31/2024



Sterling Capital Total Return Bond R6

As of September 30, 2024

Benchmark: Blmbg. U.S. Aggregate Index

Peer Group: Intermediate Core Bond

Fund Information	
Portfolio Manager	Brown,P/Montgomery,M
PM Tenure	16 Years 8 Months
Fund Style	Intermediate Core Bond
Fund Family	Sterling Capital Funds
Ticker	STRDX
Fund Inception	02/01/2018
Fund Assets	\$1,511 Million
Net Expense(%)	0.36 %

Fund Investment Policy

The investment seeks a high level of current income and a competitive total return. The fund normally invests at least 80% of its net assets plus borrowings for investment purposes in a diversified portfolio of bonds, including: securities issued or guaranteed by the U.S. government, its agencies or instrumentalities, corporate bonds, asset-backed securities, mortgage-backed securities, including commercial mortgage-backed securities and collateralized mortgage obligations, municipal securities, and convertible securities.

Fund Characteristics As of 09/30/2024

Avg. Coupon	4.33 %
Avg. Effective Maturity	8.11 Years
Avg. Effective Duration	6.05 Years
Avg. Credit Quality	A
Yield To Maturity	4.82 %
SEC Yield	4.14 %

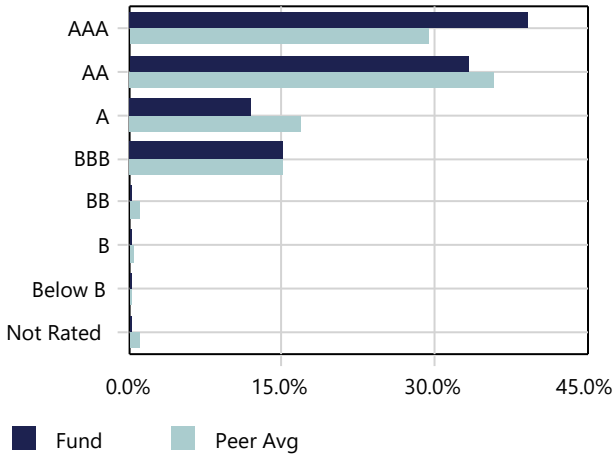
Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	5.00	4.92	11.95	-1.25	0.89	1.96	2.31	4.44	0.36	01/01/2000
Benchmark	5.20	4.45	11.57	-1.39	0.33	1.47	1.84	4.10	-	
Excess	-0.20	0.47	0.38	0.14	0.56	0.49	0.47	0.34	-	

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	5.97	-13.15	-1.12	9.35	9.37	-0.27	4.33
Benchmark	5.53	-13.01	-1.55	7.51	8.72	0.01	3.54
Excess	0.44	-0.14	0.43	1.84	0.65	-0.28	0.79

Quality Allocation As of 06/30/2024



Fund Information

	2023	2022	2021	2020	2019	2018	2017
Fund Information							
Fund Assets (all share classes)	1,458 Million	1,056 Million	1,431 Million	1,748 Million	1,621 Million	1,230 Million	1,142 Million
Portfolio Assets	385 Million	249 Million	323 Million	601 Million	414 Million	286 Million	-
Total Number of Holdings	365	323	419	451	393	420	412

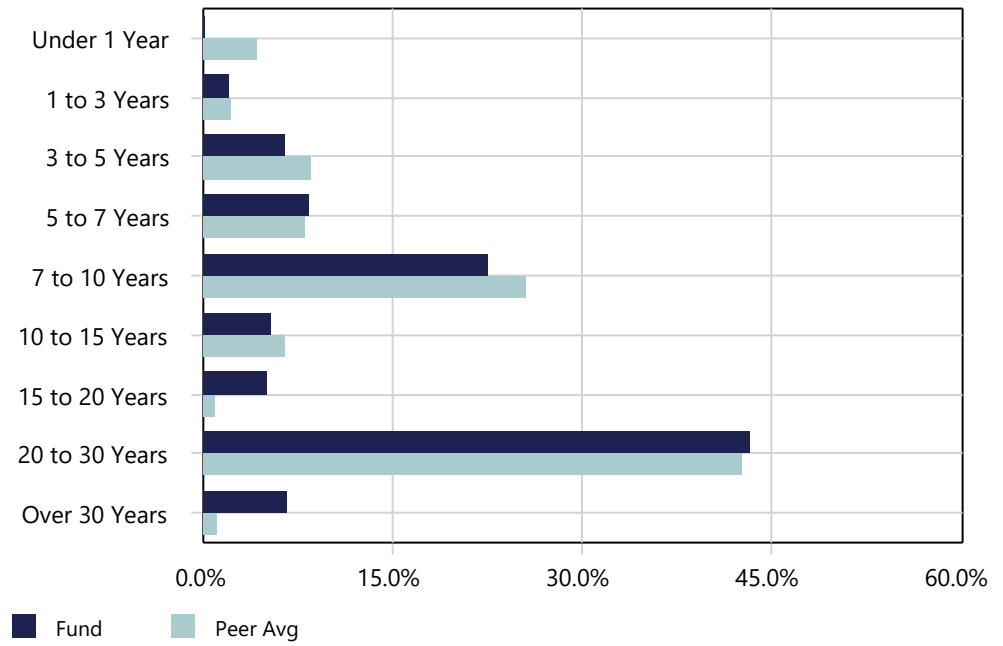
Sterling Capital Total Return Bond R6

As of September 30, 2024

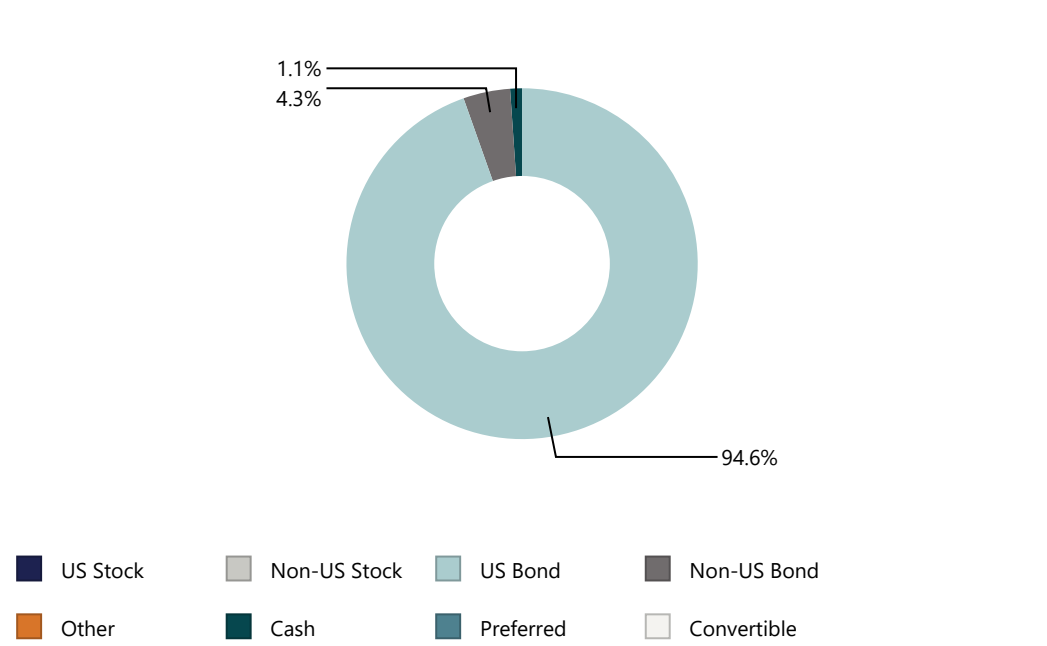
Benchmark: Blmbg. U.S. Aggregate Index

Peer Group: Intermediate Core Bond

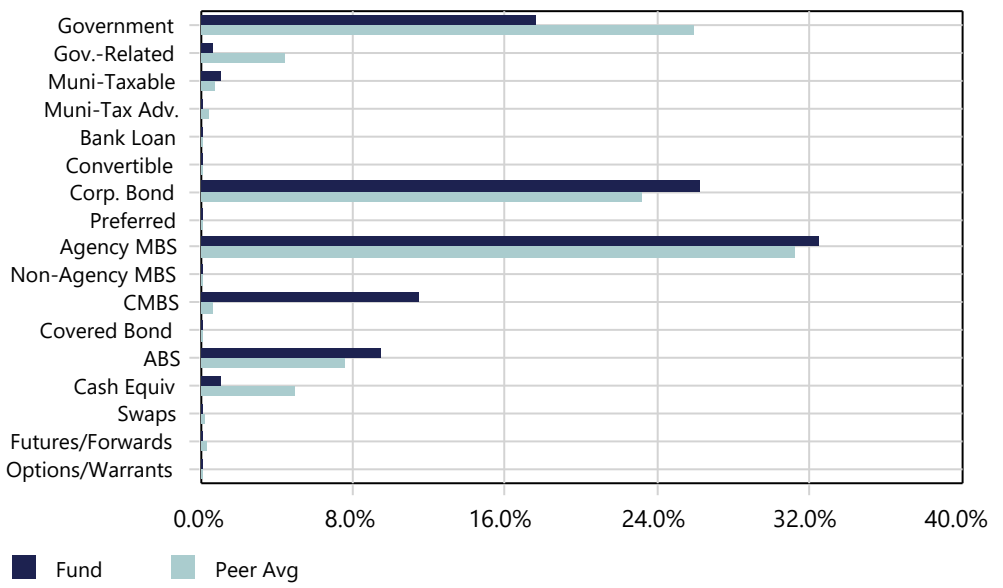
Maturity Distribution As of 07/31/2024



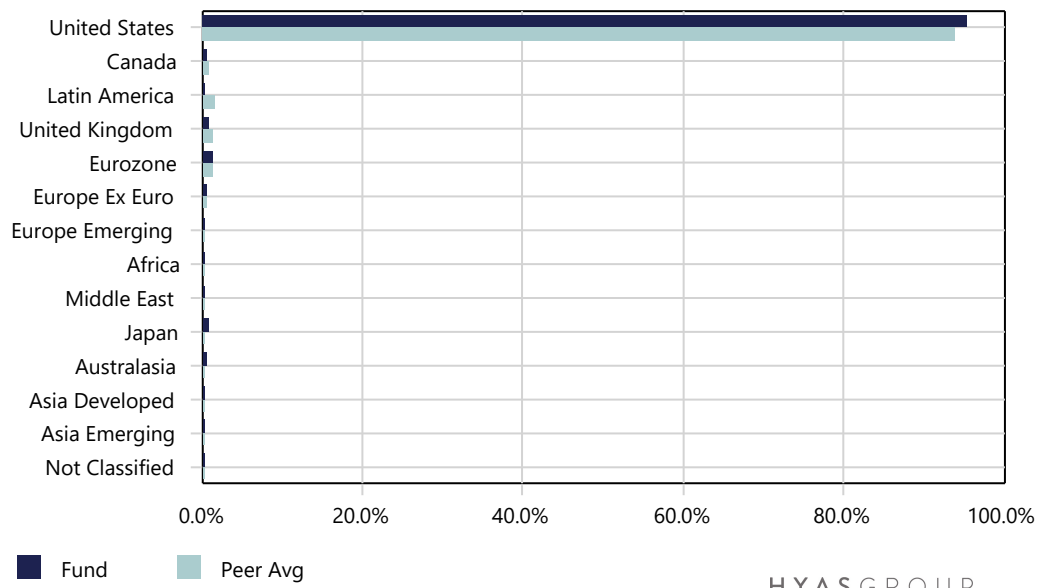
Asset Allocation As of 07/31/2024



Fixed Income Sector Allocation As of 07/31/2024



Fixed Income Regional Allocation As of 07/31/2024



Hotchkis & Wiley High Yield Z

As of September 30, 2024

Benchmark: ICE BofA US High Yield, Cash Pay Index

Peer Group: High Yield Bond

Fund Information

Portfolio Manager	Team Managed
PM Tenure	15 Years 6 Months
Fund Style	High Yield Bond
Fund Family	Hotchkis & Wiley
Ticker	HWHZX
Fund Inception	03/29/2018
Fund Assets	\$929 Million
Net Expense(%)	0.60 %

Fund Investment Policy

The investment seeks high current income combined with the opportunity for capital appreciation to maximize total return. The fund normally invests at least 80% of its net assets plus borrowings for investment purposes in a diversified portfolio of high yield securities. It may invest up to 20% of its total assets in securities denominated in foreign currencies and may invest without limit in U.S. dollar-denominated securities of foreign issuers. The fund may invest up to 15% of its total assets in securities and instruments that are economically tied to emerging market countries.

Fund Characteristics As of 09/30/2024

Avg. Coupon	6.76 %
Avg. Effective Maturity	5.37 Years
Avg. Effective Duration	2.82 Years
Avg. Credit Quality	B
Yield To Maturity	7.03 %
SEC Yield	6.36 %

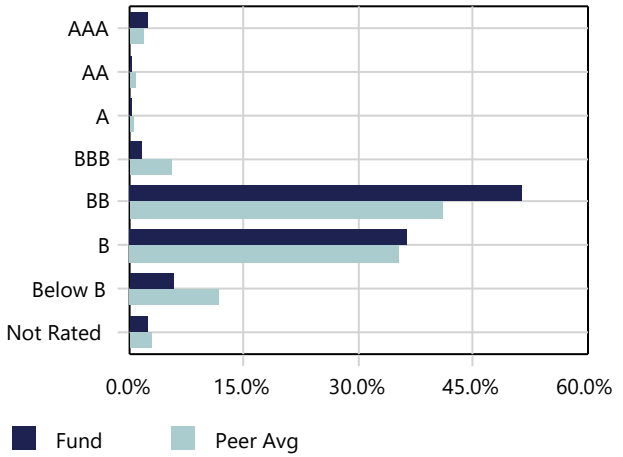
Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	4.11	6.99	13.56	3.36	4.39	3.80	4.26	7.89	0.60	04/01/2009
Benchmark	5.27	7.90	15.55	3.09	4.53	4.55	4.94	8.83	-	
Excess	-1.16	-0.91	-1.99	0.27	-0.14	-0.75	-0.68	-0.94	-	

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	13.08	-9.69	6.83	3.83	9.77	-3.34	8.24
Benchmark	13.40	-11.10	5.29	6.21	14.40	-2.26	7.48
Excess	-0.32	1.41	1.54	-2.38	-4.63	-1.08	0.76

Quality Allocation As of 06/30/2024



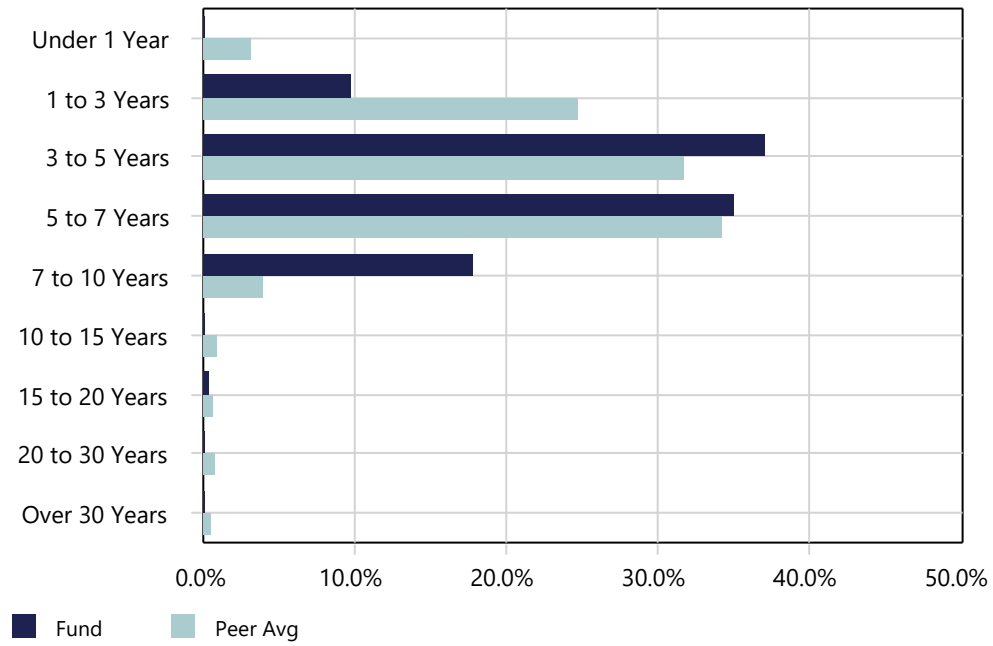
Fund Information

	2023	2022	2021	2020	2019	2018	2017
Fund Assets (all share classes)	965 Million	787 Million	1,034 Million	1,250 Million	2,359 Million	2,545 Million	-
Portfolio Assets	158 Million	151 Million	151 Million	333 Million	877 Million	357 Million	-
Total Number of Holdings	218	195	215	199	177	164	-

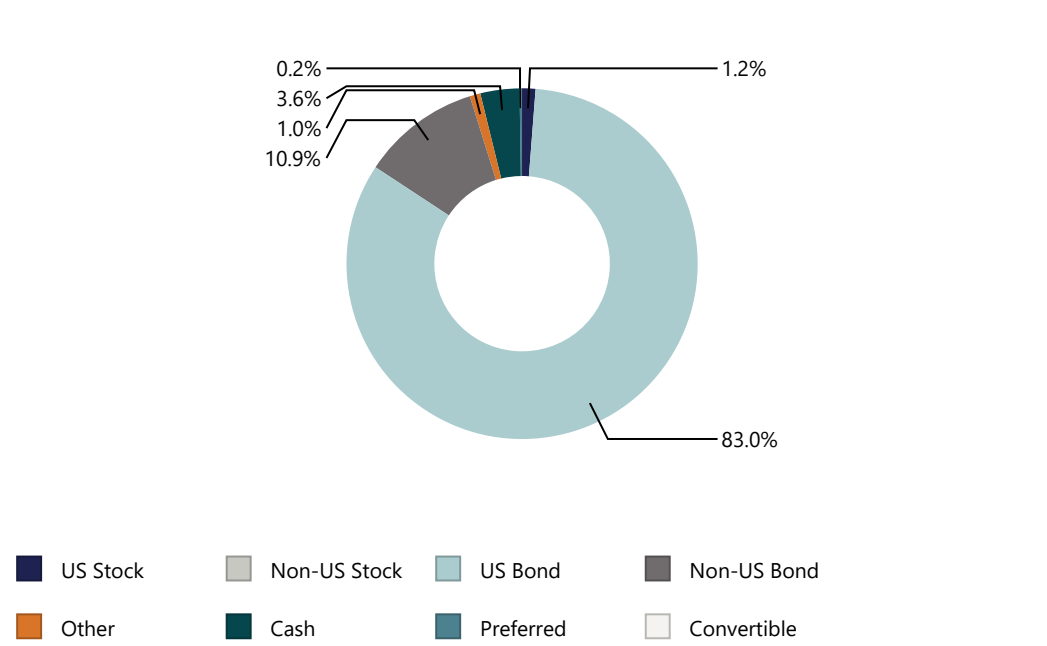
Benchmark: ICE BofA US High Yield, Cash Pay Index

Peer Group: High Yield Bond

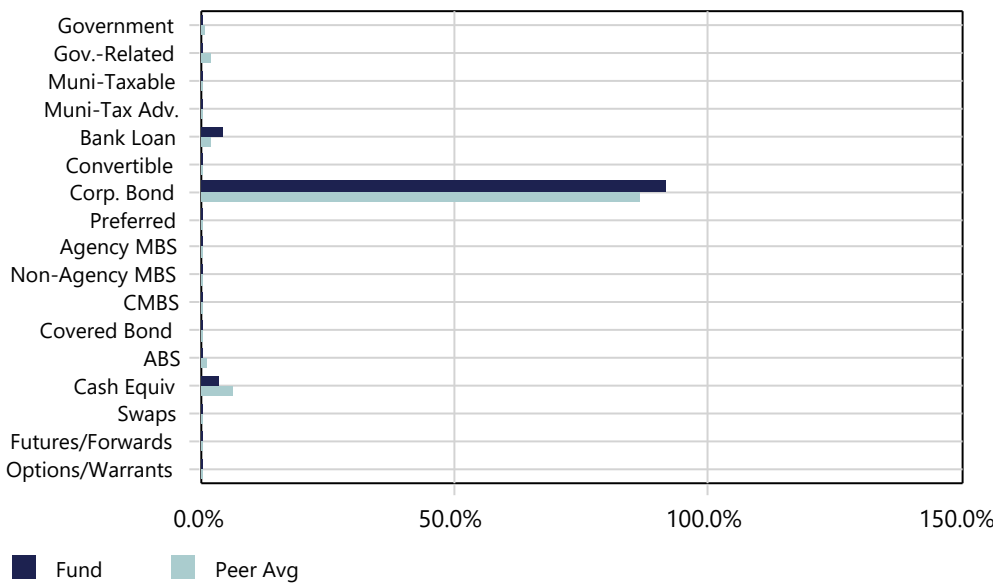
Maturity Distribution As of 08/31/2024



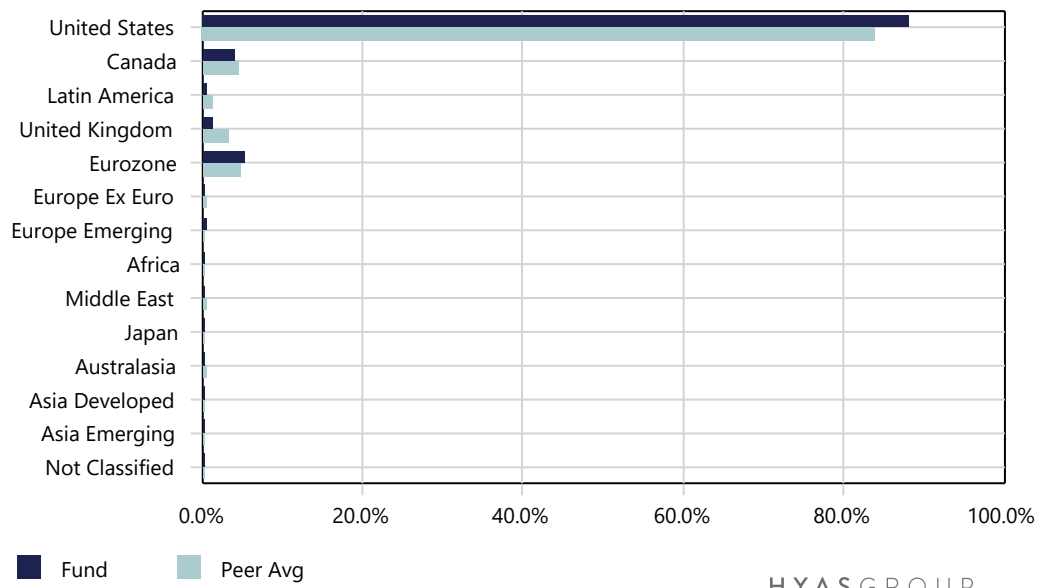
Asset Allocation As of 08/31/2024



Fixed Income Sector Allocation As of 08/31/2024



Fixed Income Regional Allocation As of 08/31/2024



DFA US Large Cap Value I

As of September 30, 2024

Benchmark: Russell 1000 Value Index

Peer Group: Large Value

Fund Investment Policy

The investment seeks long-term capital appreciation. The fund is a Feeder Portfolio and pursues its objective by investing substantially all of its assets in its corresponding master fund, the U.S. Large Cap Value Series (the "U.S. Large Cap Value Series") of the DFA Investment Trust Company (the "Trust"), which has the same investment objective and policies as the U.S. Large Cap Value Portfolio. As a non-fundamental policy, under normal circumstances, the U.S. Large Cap Value Series will invest at least 80% of its net assets in securities of large cap U.S. companies.

Fund Information

Portfolio Assets :	\$24,828 Million	Fund Family :	Dimensional Fund Advisors
Portfolio Manager :	Fogdall,J/Hertzler,J/Pu,A	Ticker :	DFLVX
PM Tenure :	12 Years 7 Months	Inception Date :	02/19/1993
Fund Style :	Large Value	Fund Assets :	\$24,828 Million
Portfolio Turnover :	10%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.96	15.41	25.87	9.29	10.97	9.08	9.14	10.03	0.22	03/01/1993
Benchmark	9.43	16.68	27.76	9.03	10.69	9.53	9.23	9.67	-	
Excess	-2.47	-1.27	-1.89	0.26	0.28	-0.45	-0.09	0.36	-	

Fund Characteristics As of 09/30/2024

Total Securities	332
Avg. Market Cap	\$83,125 Million
P/E	14.5
P/B	2.0
Div. Yield	2.3%

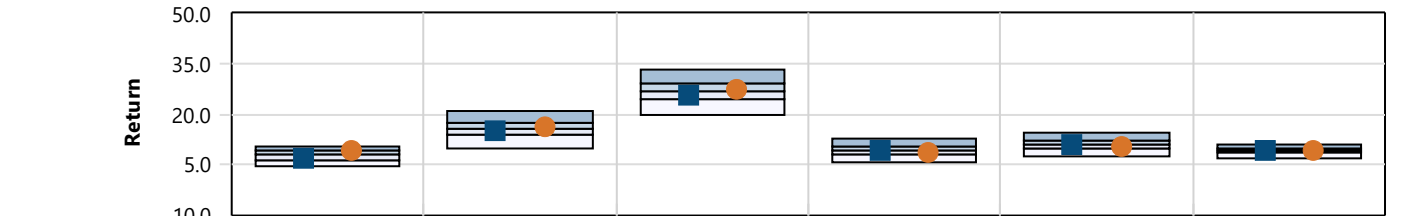
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	11.47	-5.78	28.07	-0.61	25.45	-11.65	18.97
Benchmark	11.46	-7.54	25.16	2.80	26.54	-8.27	13.66
Excess	0.01	1.76	2.91	-3.41	-1.09	-3.38	5.31

Top Ten Securities As of 08/31/2024

JPMorgan Chase & Co	5.0 %
Exxon Mobil Corp	4.9 %
Berkshire Hathaway Inc Class B	2.6 %
Chevron Corp	2.0 %
Cisco Systems Inc	1.5 %
Comcast Corp Class A	1.4 %
UnitedHealth Group Inc	1.4 %
Pfizer Inc	1.3 %
The Goldman Sachs Group Inc	1.3 %
Salesforce Inc	1.3 %
Total	22.6 %

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	6.96 (71)	15.41 (58)	25.87 (65)	9.29 (57)	10.97 (54)	9.14 (54)
Benchmark	9.43 (21)	16.68 (41)	27.76 (43)	9.03 (62)	10.69 (60)	9.23 (50)
5th Percentile	10.54	21.07	33.67	12.66	14.43	11.39
1st Quartile	9.26	17.85	29.45	10.79	12.34	10.01
Median	8.05	15.92	27.06	9.66	11.12	9.23
3rd Quartile	6.72	14.05	24.65	8.43	10.05	8.55
95th Percentile	4.62	9.97	20.09	5.99	7.70	7.09

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	1,366	1,358	1,347	1,276	1,243	1,123

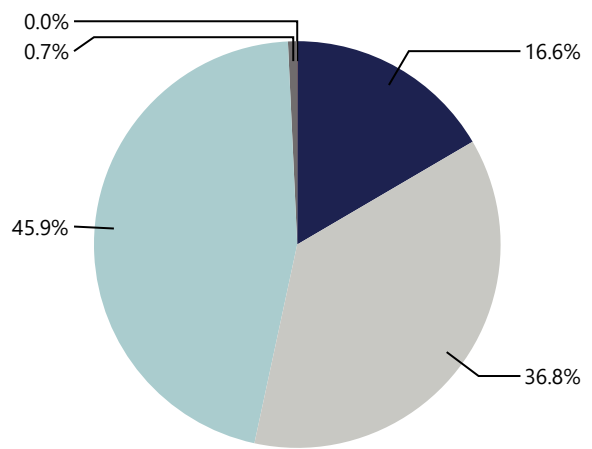
DFA US Large Cap Value I

As of September 30, 2024

Benchmark: Russell 1000 Value Index

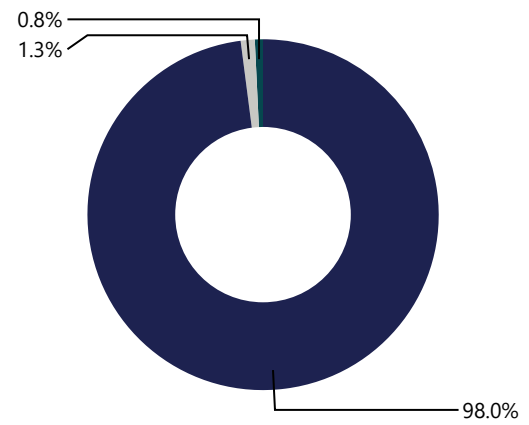
Peer Group: Large Value

Market Capitalization As of 08/31/2024



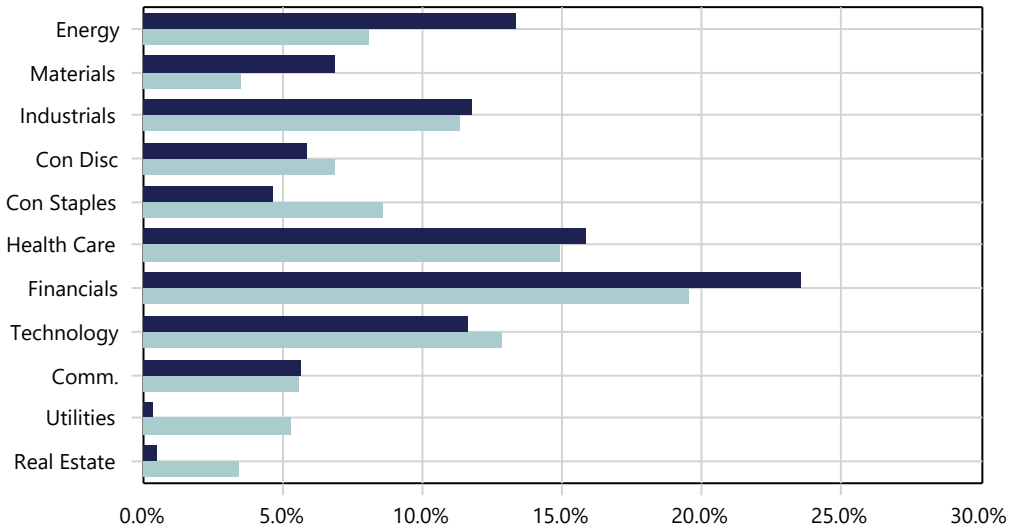
Legend for Market Capitalization: Giant (Dark Blue), Large (Grey), Medium (Teal), Small (Dark Grey), Micro (Orange)

Asset Allocation As of 08/31/2024



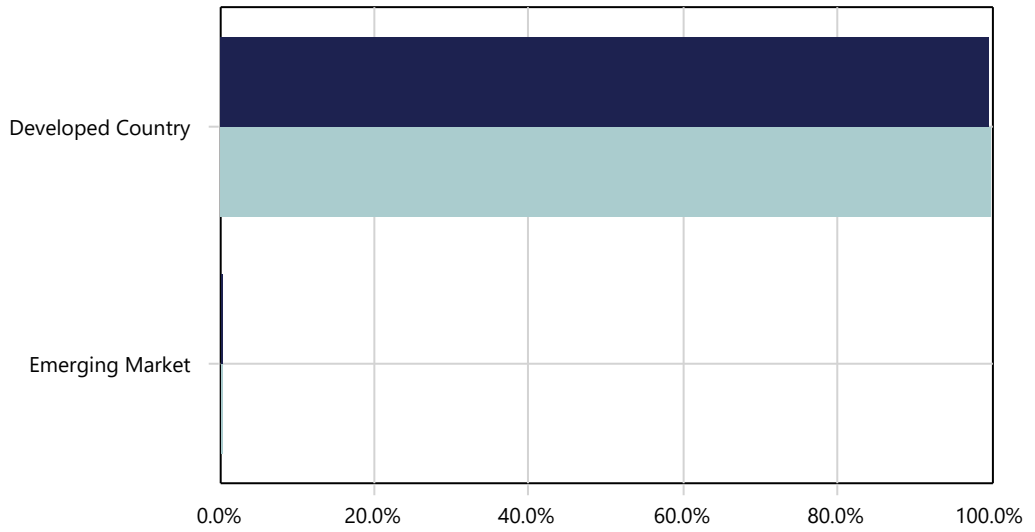
Legend for Asset Allocation: US Stock (Dark Blue), Non-US Stock (Grey), US Bond (Teal), Non-US Bond (Dark Grey), Other (Orange), Cash (Dark Green), Preferred (Teal), Convertible (Light Grey)

Sector Allocation As of 08/31/2024



Legend for Sector Allocation: Fund (Dark Blue), Peer Avg (Teal)

Region Allocation As of 08/31/2024



Legend for Region Allocation: Fund (Dark Blue), Peer Avg (Teal)

Fidelity 500 Index

As of September 30, 2024

Benchmark: Russell 1000 Index

Peer Group: Large Blend

Fund Investment Policy

The investment seeks to provide investment results that correspond to the total return performance of common stocks publicly traded in the United States. The fund normally invests at least 80% of assets in common stocks included in the S&P 500® Index, which broadly represents the performance of common stocks publicly traded in the United States. It lends securities to earn income.

Fund Information

Portfolio Assets :	\$599,395 Million	Fund Family :	Fidelity Investments
Portfolio Manager :	Team Managed	Ticker :	FXAIX
PM Tenure :	15 Years 8 Months	Inception Date :	05/04/2011
Fund Style :	Large Blend	Fund Assets :	\$599,395 Million
Portfolio Turnover :	2%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	5.88	22.06	36.33	11.90	15.96	14.48	13.37	10.95	0.02	03/01/1988
Benchmark	6.08	21.18	35.68	10.83	15.64	14.18	13.10	11.12	-	
Excess	-0.20	0.88	0.65	1.07	0.32	0.30	0.27	-0.17	-	

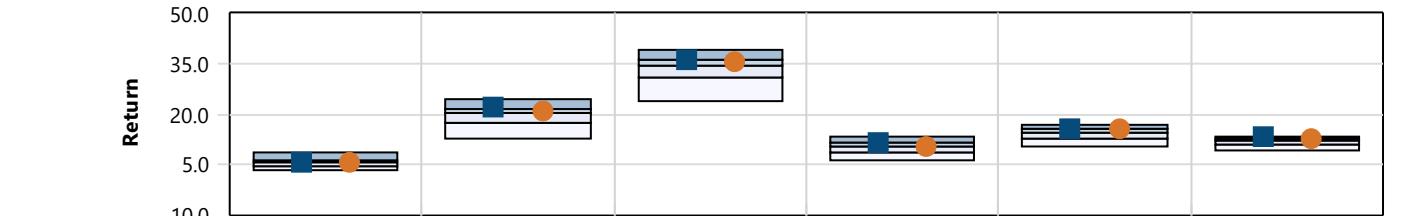
Fund Characteristics As of 09/30/2024

Total Securities	508
Avg. Market Cap	\$315,860 Million
P/E	22.9
P/B	4.2
Div. Yield	1.5%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	26.29	-18.13	28.69	18.40	31.47	-4.40	21.81
Benchmark	26.53	-19.13	26.45	20.96	31.43	-4.78	21.69
Excess	-0.24	1.00	2.24	-2.56	0.04	0.38	0.12

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	5.88 (42)	22.06 (24)	36.33 (25)	11.90 (20)	15.96 (18)	13.37 (7)
Benchmark	6.08 (35)	21.18 (43)	35.68 (39)	10.83 (48)	15.64 (29)	13.10 (17)
5th Percentile	8.96	24.52	39.31	13.37	17.14	13.51
1st Quartile	6.41	22.02	36.32	11.73	15.72	12.88
Median	5.79	20.58	34.79	10.73	14.87	12.11
3rd Quartile	4.94	17.80	31.12	9.11	13.18	11.23
95th Percentile	3.26	12.81	23.99	6.35	10.43	9.31

	Population	1,720	1,698	1,682	1,559	1,470	1,274
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Top Ten Securities As of 08/31/2024

Apple Inc	6.9 %
Microsoft Corp	6.5 %
NVIDIA Corp	6.2 %
Amazon.com Inc	3.4 %
Meta Platforms Inc Class A	2.4 %
Alphabet Inc Class A	2.0 %
Berkshire Hathaway Inc Class B	1.8 %
Alphabet Inc Class C	1.7 %
Eli Lilly and Co	1.6 %
Broadcom Inc	1.5 %
Total	34.1 %

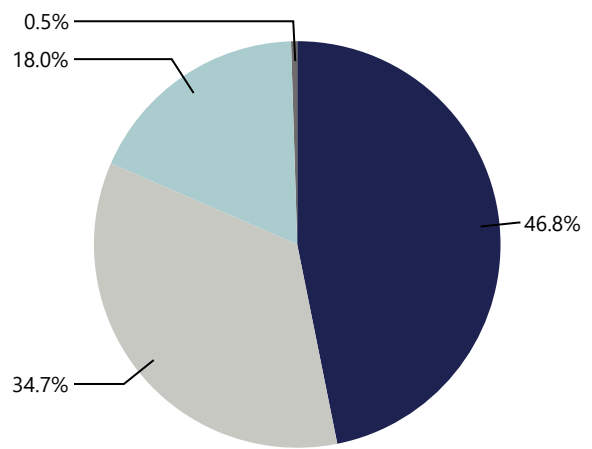
Fidelity 500 Index

As of September 30, 2024

Benchmark: Russell 1000 Index

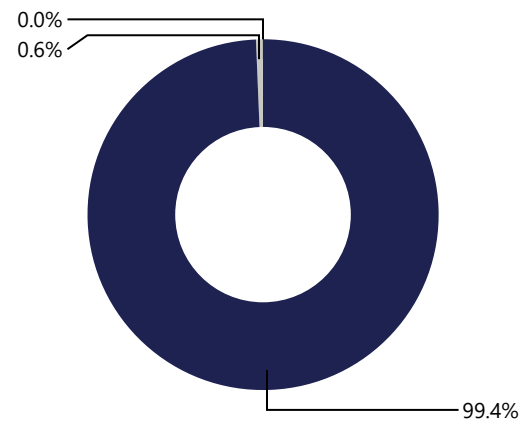
Peer Group: Large Blend

Market Capitalization As of 08/31/2024



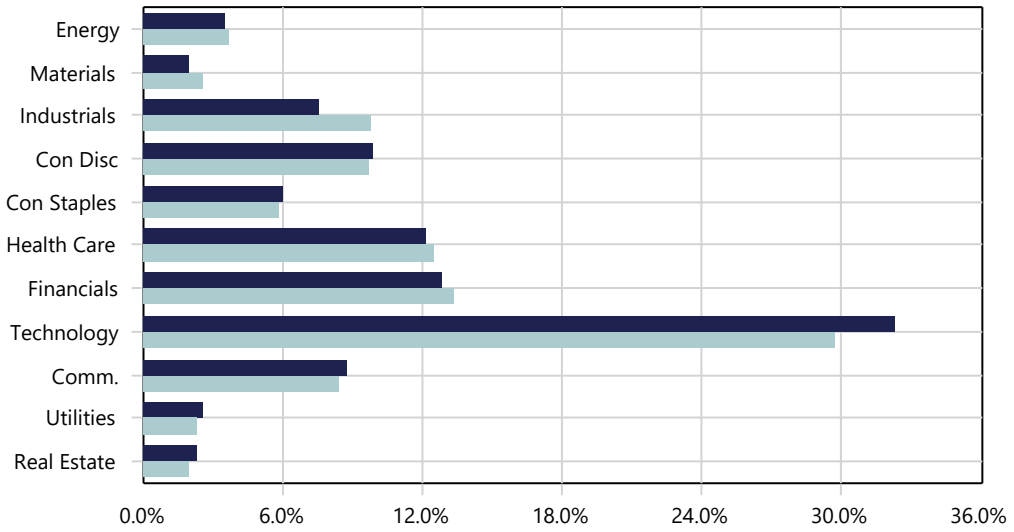
■ Giant ■ Large ■ Medium ■ Small ■ Micro

Asset Allocation As of 08/31/2024



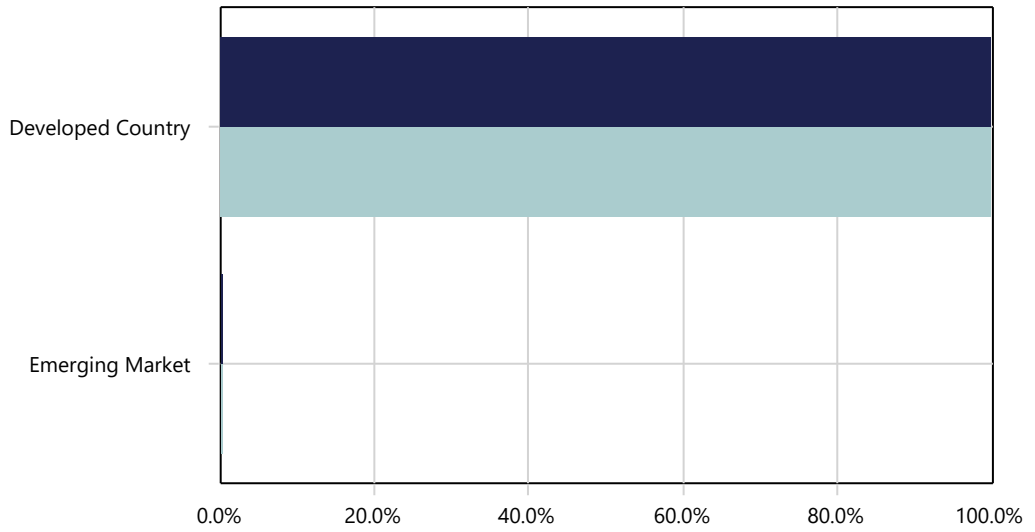
■ US Stock ■ Non-US Stock ■ US Bond ■ Non-US Bond
 ■ Other ■ Cash ■ Preferred ■ Convertible

Sector Allocation As of 08/31/2024



■ Fund ■ Peer Avg

Region Allocation As of 08/31/2024



■ Fund ■ Peer Avg

T. Rowe Price Lrg Cp Gr I

As of September 30, 2024

Benchmark: Russell 1000 Growth Index

Peer Group: Large Growth

Fund Investment Policy

The investment seeks to provide long-term capital appreciation through investments in common stocks of growth companies. The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in the securities of large-cap companies. The advisor defines a large-cap company as one whose market capitalization is larger than the median market capitalization of companies in the Russell 1000® Growth Index, a widely used benchmark of the largest U.S. growth stocks. The fund is non-diversified.

Fund Information

Portfolio Assets :	\$21,808 Million	Fund Family :	T. Rowe Price
Portfolio Manager :	Tamaddon,T	Ticker :	TRLGX
PM Tenure :	7 Years 8 Months	Inception Date :	10/31/2001
Fund Style :	Large Growth	Fund Assets :	\$22,237 Million
Portfolio Turnover :	15%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	2.59	24.63	42.40	7.82	17.44	16.54	16.08	11.98	0.56	11/01/2001
Benchmark	3.19	24.55	42.19	12.02	19.74	18.20	16.52	10.95	-	
Excess	-0.60	0.08	0.21	-4.20	-2.30	-1.66	-0.44	1.03	-	

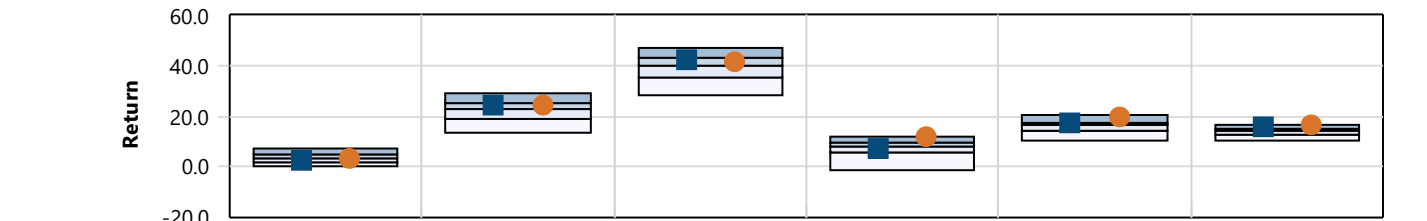
Fund Characteristics As of 09/30/2024

Total Securities	52
Avg. Market Cap	\$636,181 Million
P/E	28.4
P/B	8.5
Div. Yield	0.5%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	46.21	-35.18	23.18	39.56	28.49	4.32	37.82
Benchmark	42.68	-29.14	27.60	38.49	36.39	-1.51	30.21
Excess	3.53	-6.04	-4.42	1.07	-7.90	5.83	7.61

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	2.59 (62)	24.63 (31)	42.40 (35)	7.82 (56)	17.44 (34)	16.08 (11)
Benchmark	3.19 (51)	24.55 (31)	42.19 (37)	12.02 (7)	19.74 (11)	16.52 (7)

5th Percentile	7.20	29.31	47.46	12.27	20.65	16.74
1st Quartile	4.83	25.36	43.25	9.96	18.03	15.19
Median	3.20	22.81	40.20	8.24	16.48	14.15
3rd Quartile	2.02	19.03	36.05	5.76	14.65	12.87
95th Percentile	0.74	13.78	28.39	-1.06	10.70	10.41

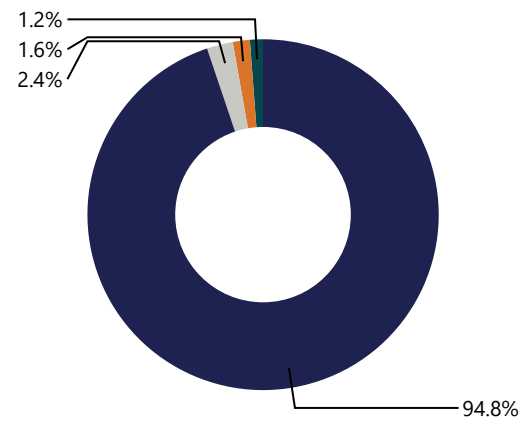
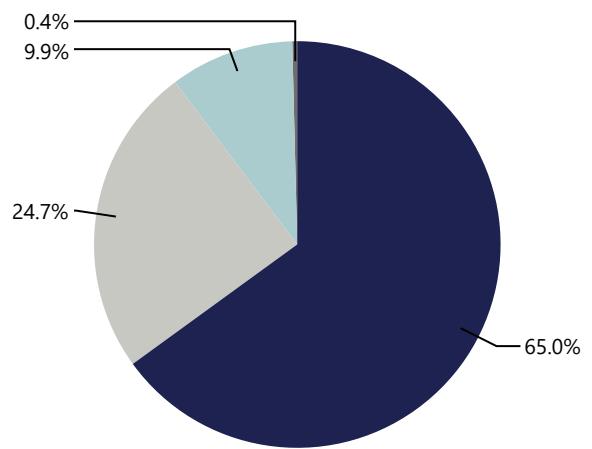
Population	1,384	1,373	1,365	1,311	1,262	1,156
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Top Ten Securities As of 09/30/2024

Microsoft Corp	12.1 %
NVIDIA Corp	10.2 %
Apple Inc	9.2 %
Amazon.com Inc	7.5 %
Alphabet Inc Class A	5.4 %
Meta Platforms Inc Class A	5.4 %
Mastercard Inc Class A	3.4 %
Fiserv Inc	2.9 %
UnitedHealth Group Inc	2.9 %
Intuit Inc	2.8 %
Total	61.7 %

Market Capitalization As of 09/30/2024

Asset Allocation As of 09/30/2024

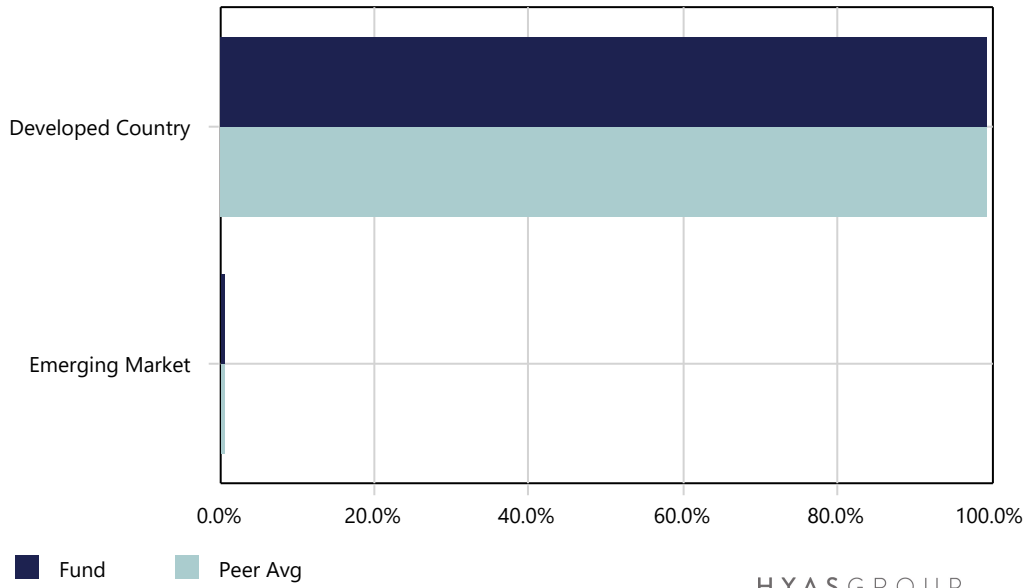
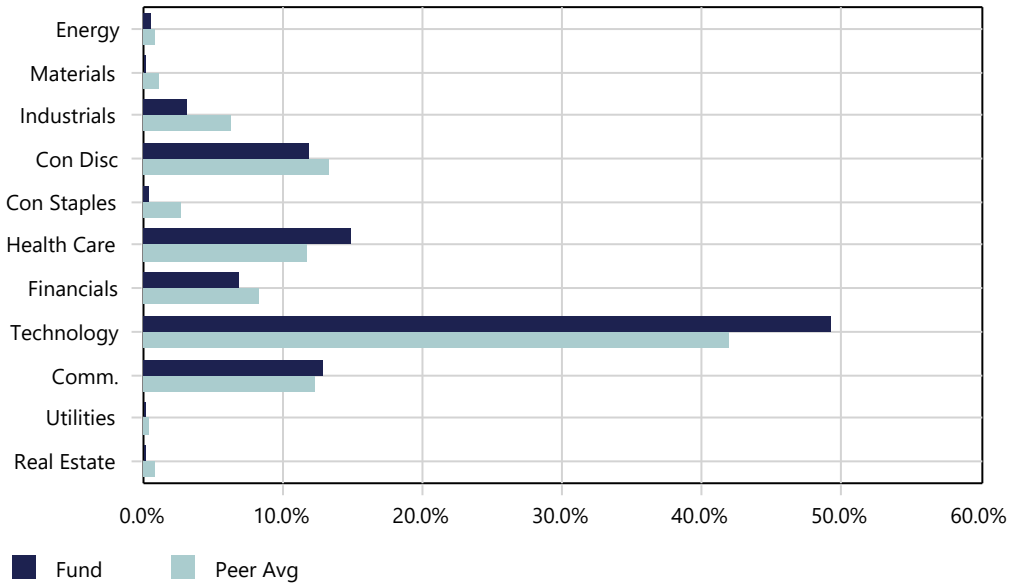


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
 ■ Other
 ■ Cash
 ■ Preferred
 ■ Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



■ Fund
 ■ Peer Avg

■ Fund
 ■ Peer Avg

MFS Mid Cap Value R6

As of September 30, 2024

Benchmark: Russell Midcap Value Index

Peer Group: Mid-Cap Value

Fund Investment Policy

The investment seeks capital appreciation. The fund normally invests at least 80% of the fund's net assets in issuers with medium market capitalizations. The adviser generally defines medium market capitalization issuers as issuers with market capitalizations similar to those of issuers included in the Russell Midcap® Value Index over the last 13 months at the time of purchase. It normally invests the fund's assets primarily in equity securities.

Fund Information

Portfolio Assets :	\$9,861 Million	Fund Family :	MFS
Portfolio Manager :	Offen,R/Schmitz,K/Taylor,B	Ticker :	MVCKX
PM Tenure :	15 Years 10 Months	Inception Date :	02/01/2013
Fund Style :	Mid-Cap Value	Fund Assets :	\$17,870 Million
Portfolio Turnover :	19%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	9.97	16.79	30.08	9.92	12.03	10.44	10.09	9.49	0.62	09/01/2001
Benchmark	10.08	15.08	29.01	7.39	10.33	8.82	8.93	9.73	-	
Excess	-0.11	1.71	1.07	2.53	1.70	1.62	1.16	-0.24	-	

Fund Characteristics As of 09/30/2024

Total Securities	147
Avg. Market Cap	\$18,902 Million
P/E	15.7
P/B	2.2
Div. Yield	2.0%

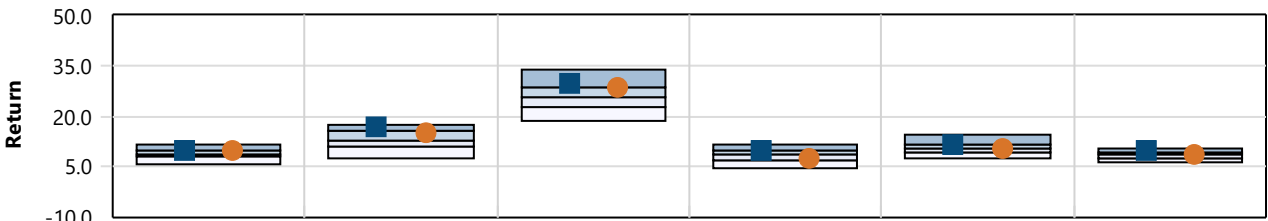
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	12.92	-8.64	31.00	4.40	31.08	-11.31	13.84
Benchmark	12.71	-12.03	28.34	4.96	27.06	-12.29	13.34
Excess	0.21	3.39	2.66	-0.56	4.02	0.98	0.50

Top Ten Securities As of 08/31/2024

The Hartford Financial Services	1.6 %
PG&E Corp	1.4 %
Cencora Inc	1.2 %
Diamondback Energy Inc	1.2 %
M&T Bank Corp	1.1 %
Extra Space Storage Inc	1.1 %
Toll Brothers Inc	1.1 %
Graphic Packaging Holding Co	1.1 %
Targa Resources Corp	1.0 %
Leidos Holdings Inc	1.0 %
Total	11.8 %

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	9.97 (25)	16.79 (10)	30.08 (15)	9.92 (23)	12.03 (25)	10.09 (11)
● Benchmark	10.08 (23)	15.08 (31)	29.01 (24)	7.39 (71)	10.33 (53)	8.93 (42)
5th Percentile	11.49	17.70	34.21	12.00	14.59	10.57
1st Quartile	9.97	15.79	28.79	9.79	11.96	9.39
Median	9.09	12.87	26.05	8.70	10.52	8.75
3rd Quartile	8.02	10.97	23.15	6.87	9.17	7.87
95th Percentile	6.13	7.89	18.81	4.51	7.66	6.21
Population	473	472	468	458	451	409

MFS Mid Cap Value R6

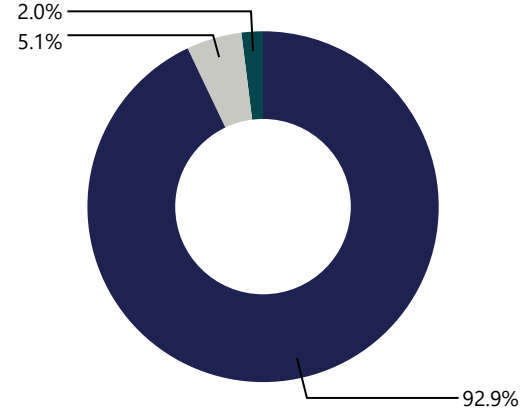
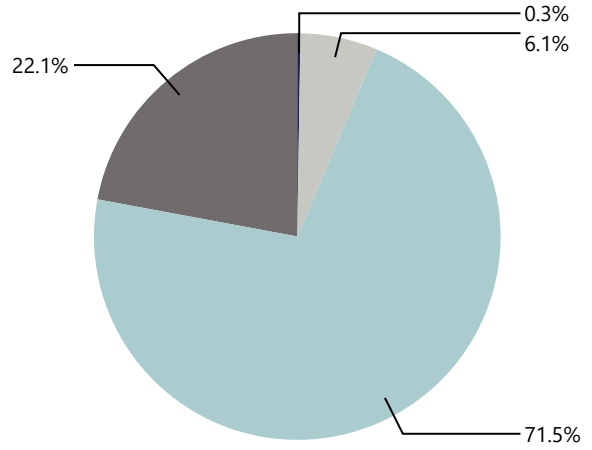
As of September 30, 2024

Benchmark: Russell Midcap Value Index

Peer Group: Mid-Cap Value

Market Capitalization As of 08/31/2024

Asset Allocation As of 08/31/2024

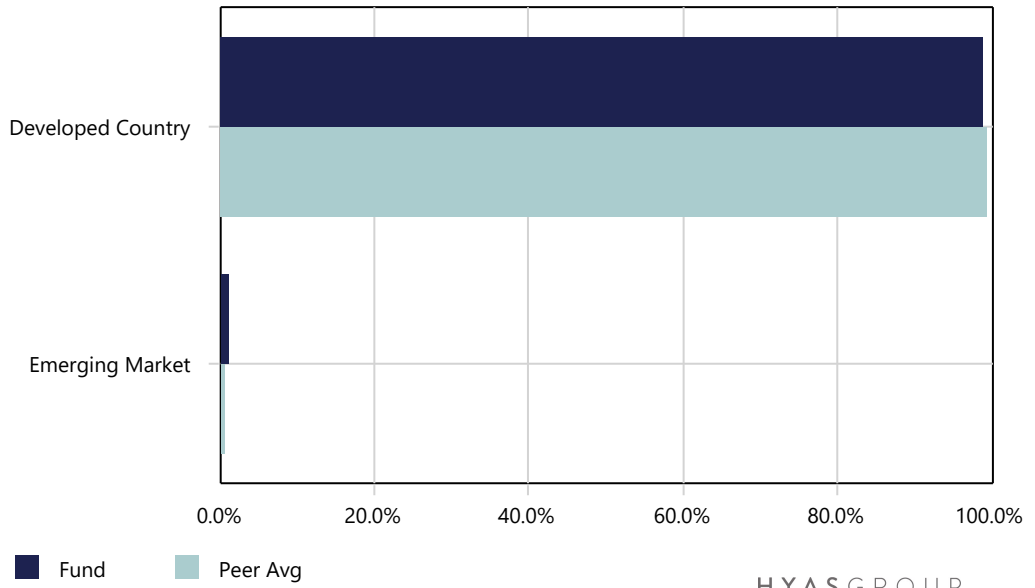
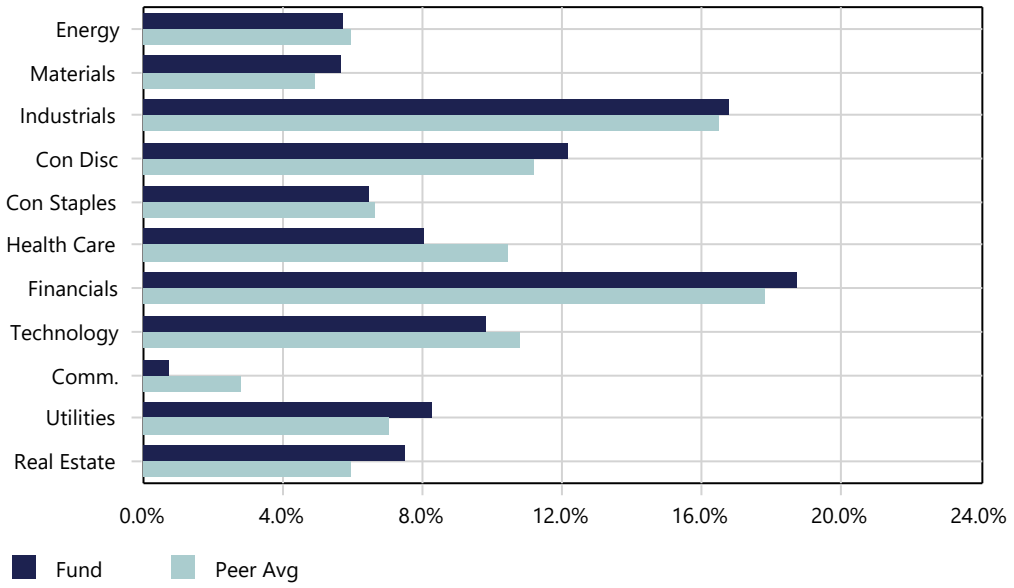


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
■ Other
 ■ Cash
 ■ Preferred
 ■ Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



Fidelity Mid Cap Index

As of September 30, 2024

Benchmark: Russell Midcap Index

Peer Group: Mid-Cap Blend

Fund Investment Policy

The investment seeks to provide investment results that correspond to the total return of stocks of mid-capitalization United States companies. The fund invests normally at least 80% of its assets in securities included in the Russell Midcap® Index. It lends securities to earn income.

Fund Information

Portfolio Assets :	\$36,379 Million	Fund Family :	Fidelity Investments
Portfolio Manager :	Team Managed	Ticker :	FSMDX
PM Tenure :	13 Years	Inception Date :	09/08/2011
Fund Style :	Mid-Cap Blend	Fund Assets :	\$36,379 Million
Portfolio Turnover :	8%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	9.20	14.63	29.29	5.76	11.30	10.48	10.19	13.18	0.03	10/01/2011
Benchmark	9.21	14.63	29.33	5.75	11.30	10.48	10.19	13.18	-	
Excess	-0.01	0.00	-0.04	0.01	0.00	0.00	0.00	0.00	-	

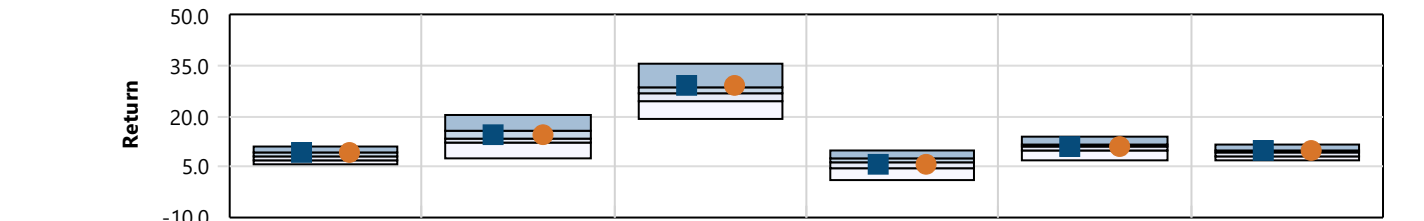
Fund Characteristics As of 09/30/2024

Total Securities	815
Avg. Market Cap	\$20,845 Million
P/E	18.6
P/B	2.6
Div. Yield	1.7%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	17.21	-17.28	22.56	17.11	30.51	-9.05	18.47
Benchmark	17.23	-17.32	22.58	17.10	30.54	-9.06	18.52
Excess	-0.02	0.04	-0.02	0.01	-0.03	0.01	-0.05

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	9.20 (24)	14.63 (35)	29.29 (23)	5.76 (61)	11.30 (41)	10.19 (18)
● Benchmark	9.21 (23)	14.63 (35)	29.33 (22)	5.75 (61)	11.30 (41)	10.19 (18)
5th Percentile	11.33	20.30	36.00	10.29	13.97	11.67
1st Quartile	9.17	15.75	29.05	7.76	11.62	10.03
Median	8.03	13.33	26.81	6.59	11.09	9.42
3rd Quartile	6.98	12.08	24.82	4.45	10.11	8.24
95th Percentile	5.64	7.62	19.55	1.21	7.10	7.00

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	497	493	483	460	428	351

Top Ten Securities As of 08/31/2024

Palantir Technologies Inc Ordinary	0.6 %
Arthur J. Gallagher & Co	0.5 %
Aflac Inc	0.5 %
D.R. Horton Inc	0.5 %
Williams Companies Inc	0.5 %
Simon Property Group Inc	0.5 %
ONEOK Inc	0.5 %
Hilton Worldwide Holdings Inc	0.5 %
Realty Income Corp	0.5 %
Bank of New York Mellon Corp	0.4 %
Total	4.9 %

Fidelity Mid Cap Index

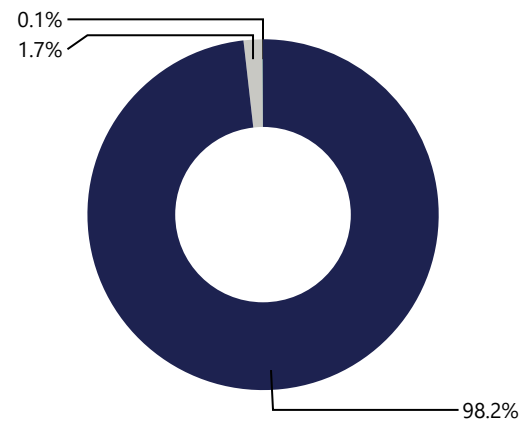
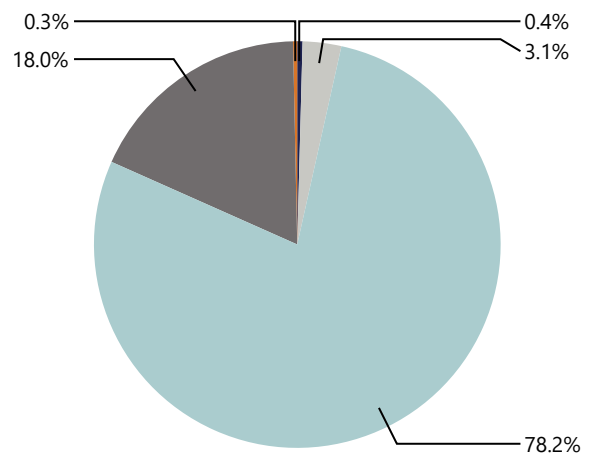
As of September 30, 2024

Benchmark: Russell Midcap Index

Peer Group: Mid-Cap Blend

Market Capitalization As of 08/31/2024

Asset Allocation As of 08/31/2024

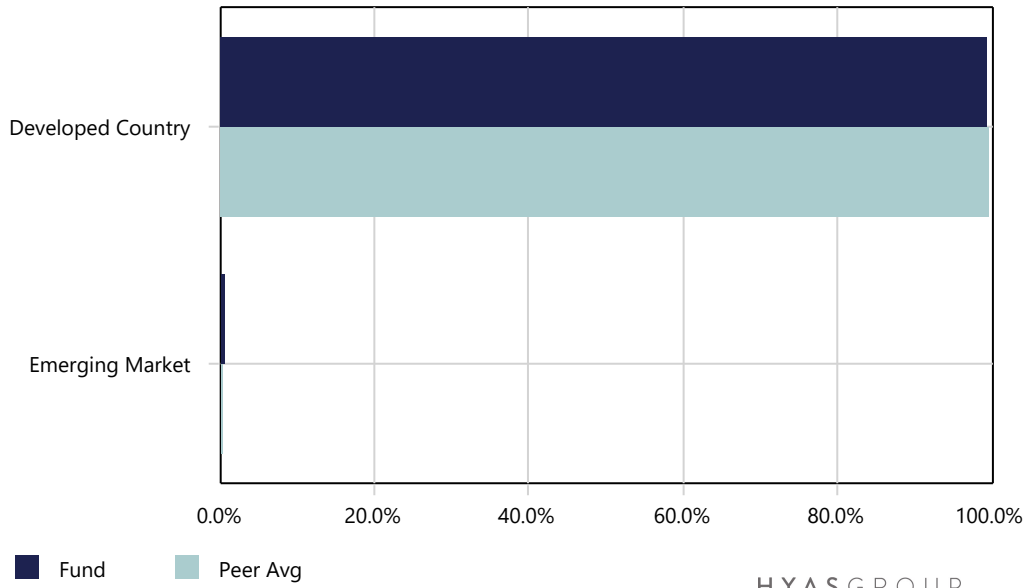
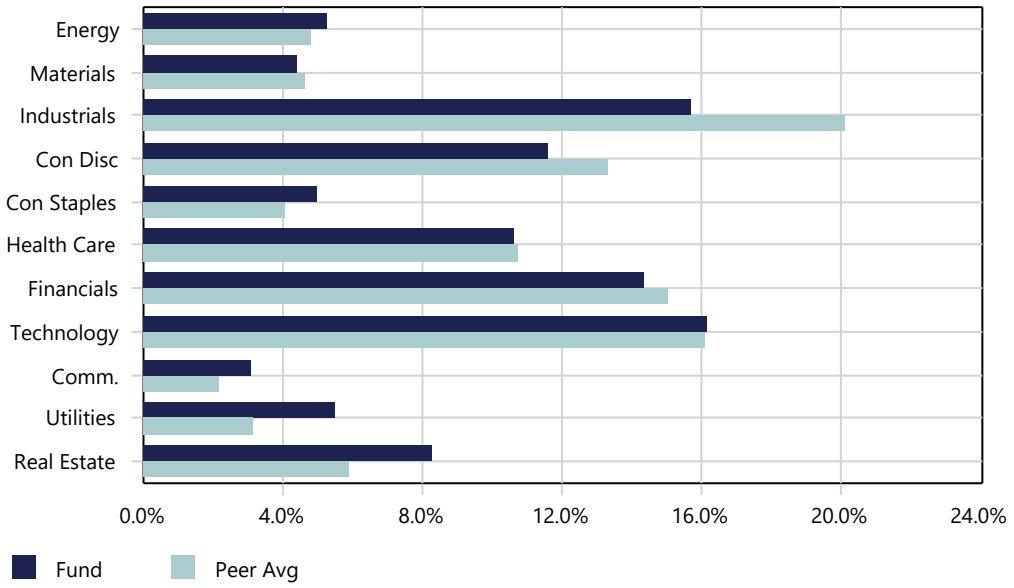


Legend for Market Capitalization: Giant, Large, Medium, Small, Micro

Legend for Asset Allocation: US Stock, Non-US Stock, US Bond, Non-US Bond, Other, Cash, Preferred, Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



JPMorgan Mid Cap Growth R6

As of September 30, 2024

Benchmark: Russell Midcap Growth Index

Peer Group: Mid-Cap Growth

Fund Investment Policy

The investment seeks growth of capital. Under normal circumstances, at least 80% of the fund's assets will be invested in equity securities of mid cap companies, including common stocks and debt securities and preferred securities that are convertible to common stocks. "Assets" means net assets, plus the amount of borrowings for investment purposes. The fund invests primarily in common stocks of mid cap companies which the fund's adviser believes are capable of achieving sustained growth.

Fund Information

Portfolio Assets :	\$6,622 Million	Fund Family :	JPMorgan
Portfolio Manager :	Agranoff,F/Bloomgarden,D	Ticker :	JMGMX
PM Tenure :	8 Years 9 Months	Inception Date :	11/01/2011
Fund Style :	Mid-Cap Growth	Fund Assets :	\$11,107 Million
Portfolio Turnover :	55%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	2.70	9.16	23.57	0.65	12.35	12.49	11.71	12.09	0.70	04/01/1989
Benchmark	6.54	12.91	29.33	2.32	11.48	11.88	11.30	10.95	-	
Excess	-3.84	-3.75	-5.76	-1.67	0.87	0.61	0.41	1.14	-	

Fund Characteristics As of 09/30/2024

Total Securities	115
Avg. Market Cap	\$23,709 Million
P/E	30.1
P/B	5.3
Div. Yield	0.5%

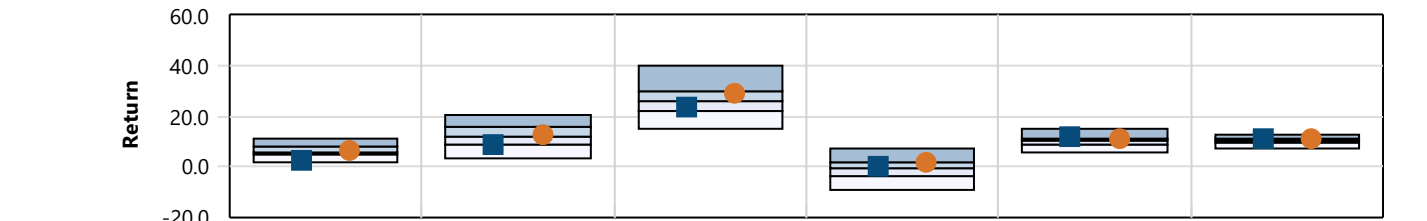
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	23.35	-26.96	10.99	48.51	39.96	-4.97	29.72
Benchmark	25.87	-26.72	12.73	35.59	35.47	-4.75	25.27
Excess	-2.52	-0.24	-1.74	12.92	4.49	-0.22	4.45

Top Ten Securities As of 08/31/2024

The Trade Desk Inc Class A	2.6 %
JPMorgan Prime Money Market Inst	2.4 %
Booz Allen Hamilton Holding Corp	1.8 %
Gartner Inc	1.8 %
Heico Corp Class A	1.8 %
Hilton Worldwide Holdings Inc	1.7 %
Vertiv Holdings Co Class A	1.6 %
Quanta Services Inc	1.6 %
Tractor Supply Co	1.6 %
HubSpot Inc	1.6 %
Total	18.4 %

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	2.70 (92)	9.16 (71)	23.57 (65)	0.65 (40)	12.35 (15)	11.71 (17)
● Benchmark	6.54 (41)	12.91 (45)	29.33 (29)	2.32 (23)	11.48 (23)	11.30 (25)

5th Percentile	11.32	20.75	40.07	7.54	14.90	13.25
1st Quartile	8.05	15.85	30.17	2.06	11.39	11.28
Median	6.00	12.17	26.06	-0.19	10.46	10.42
3rd Quartile	4.73	8.65	22.02	-3.15	8.76	9.42
95th Percentile	1.82	3.46	15.63	-8.91	6.08	7.59

Population	616	614	614	605	579	532
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JPMorgan Mid Cap Growth R6

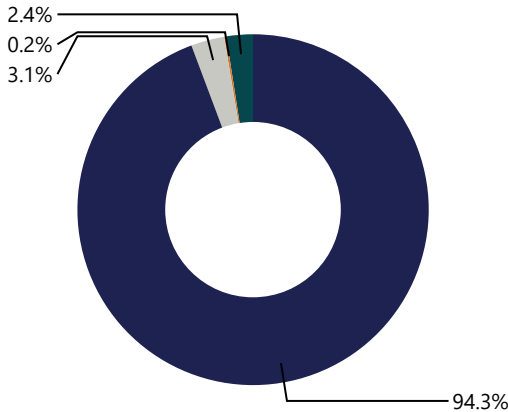
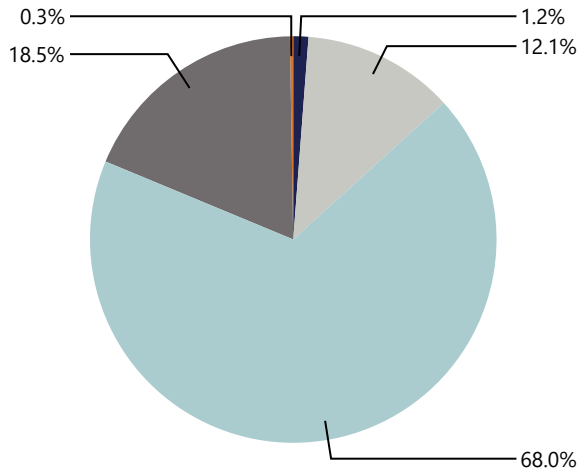
As of September 30, 2024

Benchmark: Russell Midcap Growth Index

Peer Group: Mid-Cap Growth

Market Capitalization As of 08/31/2024

Asset Allocation As of 08/31/2024

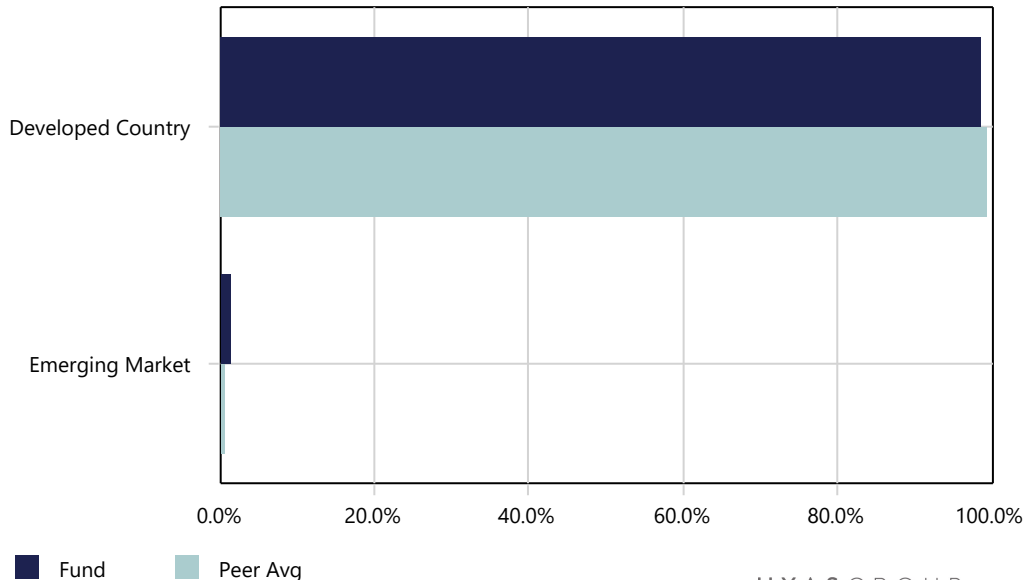
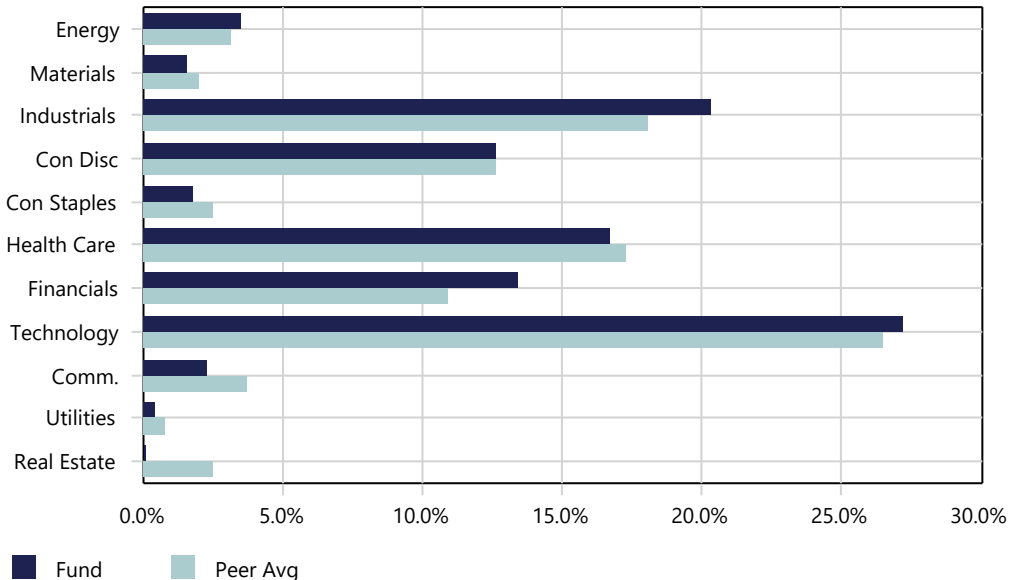


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
 ■ Other
 ■ Cash
 ■ Preferred
 ■ Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



DFA US Targeted Value I

As of September 30, 2024

Benchmark: Russell 2000 Value Index

Peer Group: Small Value

Fund Investment Policy

The investment seeks long-term capital appreciation. The fund purchases a broad and diverse group of the readily marketable securities of U.S. small and mid cap companies that the advisor determines to be value stocks with higher profitability. It may purchase or sell futures contracts and options on futures contracts for U.S. equity securities and indices, to increase or decrease equity market exposure based on actual or expected cash inflows to or outflows from the fund.

Fund Information

Portfolio Assets :	\$13,703 Million	Fund Family :	Dimensional Fund Advisors
Portfolio Manager :	Fogdall,J/Leblond,M/Schneider,J	Ticker :	DFFVX
PM Tenure :	12 Years 7 Months	Inception Date :	02/23/2000
Fund Style :	Small Value	Fund Assets :	\$13,703 Million
Portfolio Turnover :	20%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	7.77	8.30	23.89	9.68	14.03	9.58	9.47	11.12	0.29	03/01/2000
Benchmark	10.15	9.22	25.88	3.77	9.29	6.60	8.22	9.04	-	
Excess	-2.38	-0.92	-1.99	5.91	4.74	2.98	1.25	2.08	-	

Fund Characteristics As of 09/30/2024

Total Securities	1,424
Avg. Market Cap	\$3,614 Million
P/E	12.6
P/B	1.2
Div. Yield	1.9%

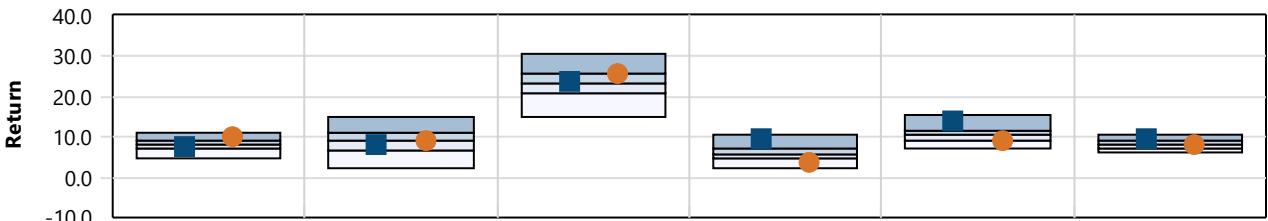
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	19.31	-4.62	38.80	3.77	21.47	-15.78	9.59
Benchmark	14.65	-14.48	28.27	4.63	22.39	-12.86	7.84
Excess	4.66	9.86	10.53	-0.86	-0.92	-2.92	1.75

Top Ten Securities As of 08/31/2024

Future on E-mini S&P 500 Futures	1.2 %
Ally Financial Inc	0.7 %
Unum Group	0.6 %
TD Synnex Corp	0.6 %
Mohawk Industries Inc	0.5 %
Chesapeake Energy Corp Ordinary	0.5 %
HF Sinclair Corp	0.5 %
Taylor Morrison Home Corp	0.5 %
Old Republic International Corp	0.5 %
Popular Inc	0.5 %
Total	6.1 %

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	7.77 (59)	8.30 (58)	23.89 (47)	9.68 (10)	14.03 (9)	9.47 (18)
● Benchmark	10.15 (13)	9.22 (49)	25.88 (22)	3.77 (88)	9.29 (70)	8.22 (50)
5th Percentile	11.18	15.19	30.45	10.61	15.31	10.41
1st Quartile	9.26	10.96	25.64	7.18	11.74	9.08
Median	8.12	9.10	23.32	5.93	10.37	8.21
3rd Quartile	7.06	6.68	20.77	4.72	9.05	7.32
95th Percentile	4.47	2.30	14.83	2.03	7.03	5.98
Population	536	535	532	508	490	445

DFA US Targeted Value I

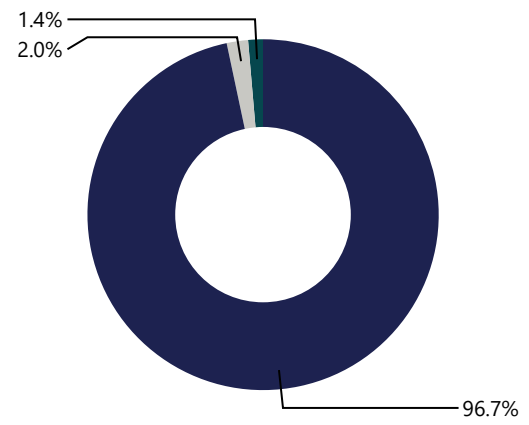
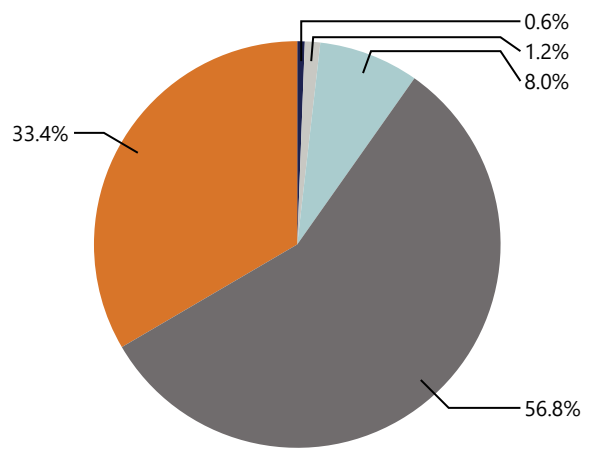
As of September 30, 2024

Benchmark: Russell 2000 Value Index

Peer Group: Small Value

Market Capitalization As of 08/31/2024

Asset Allocation As of 08/31/2024

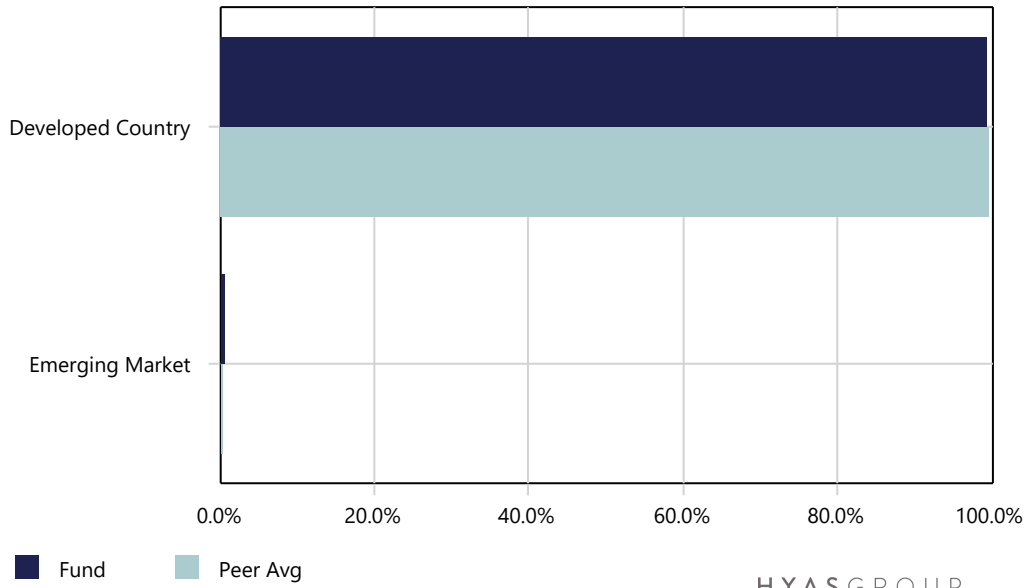
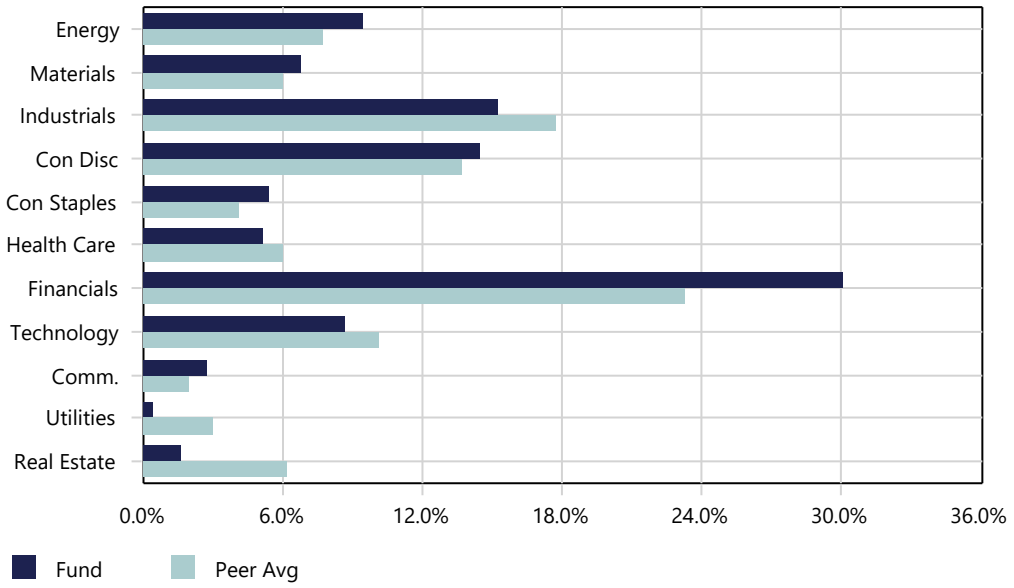


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
■ Other
■ Cash
■ Preferred
■ Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



Fidelity Small Cap Index

As of September 30, 2024

Benchmark: Russell 2000 Index

Peer Group: Small Blend

Fund Investment Policy

The investment seeks to provide investment results that correspond to the total return of stocks of small-capitalization United States companies. The fund invests normally at least 80% of its assets in securities included in the Russell 2000® Index. It lends securities to earn income.

Fund Information

Portfolio Assets :	\$27,450 Million	Fund Family :	Fidelity Investments
Portfolio Manager :	Team Managed	Ticker :	FSSNX
PM Tenure :	13 Years	Inception Date :	09/08/2011
Fund Style :	Small Blend	Fund Assets :	\$27,450 Million
Portfolio Turnover :	9%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	9.27	11.21	26.84	1.97	9.48	7.47	8.93	11.67	0.03	10/01/2011
Benchmark	9.27	11.17	26.76	1.84	9.39	7.36	8.78	11.53	-	
Excess	0.00	0.04	0.08	0.13	0.09	0.11	0.15	0.14	-	

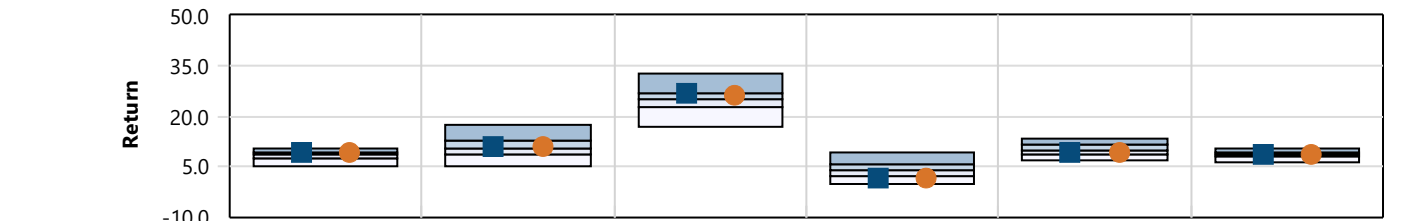
Fund Characteristics As of 09/30/2024

Total Securities	1,998
Avg. Market Cap	\$2,592 Million
P/E	15.8
P/B	1.8
Div. Yield	1.5%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	17.12	-20.27	14.71	19.99	25.71	-10.88	14.85
Benchmark	16.93	-20.44	14.82	19.96	25.53	-11.01	14.65
Excess	0.19	0.17	-0.11	0.03	0.18	0.13	0.20

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	9.27 (35)	11.21 (44)	26.84 (29)	1.97 (78)	9.48 (59)	8.93 (45)
Benchmark	9.27 (35)	11.17 (45)	26.76 (30)	1.84 (80)	9.39 (61)	8.78 (52)
5th Percentile	10.79	17.61	33.09	9.23	13.60	10.64
1st Quartile	9.63	12.87	27.28	5.93	11.67	9.52
Median	8.86	10.87	25.44	3.90	9.94	8.82
3rd Quartile	7.58	8.97	22.79	2.16	8.75	8.06
95th Percentile	5.01	5.50	17.33	0.25	6.80	6.31

Population	708	700	695	676	661	570
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Top Ten Securities As of 07/31/2024

E-mini Russell 2000 Index Future	0.9 %
Fidelity Cash Central Fund	0.8 %
Insmcd Inc	0.4 %
FTAI Aviation Ltd	0.4 %
Sprouts Farmers Market Inc	0.4 %
Vaxcyte Inc Ordinary Shares	0.3 %
Applied Industrial Technologies	0.3 %
Fluor Corp	0.3 %
Fabrinet	0.3 %
SPS Commerce Inc	0.3 %
Total	4.3 %

Fidelity Small Cap Index

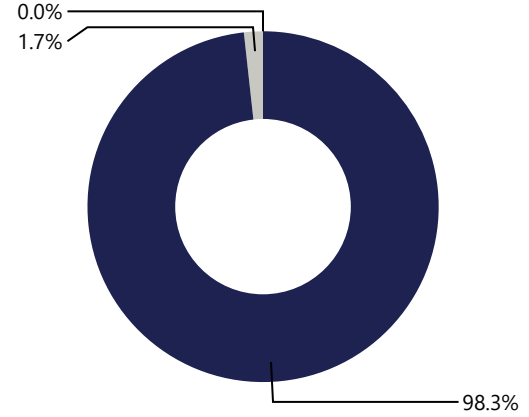
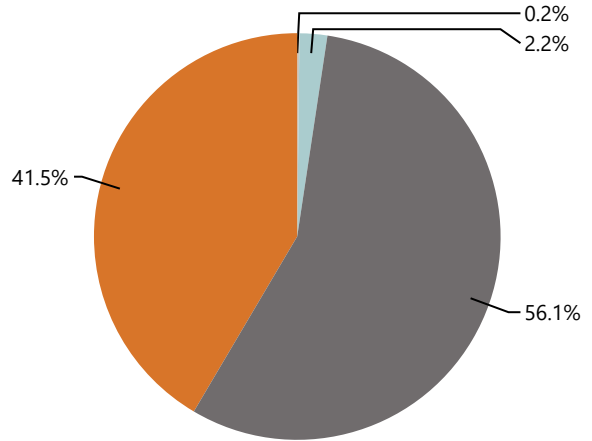
As of September 30, 2024

Benchmark: Russell 2000 Index

Peer Group: Small Blend

Market Capitalization As of 07/31/2024

Asset Allocation As of 07/31/2024

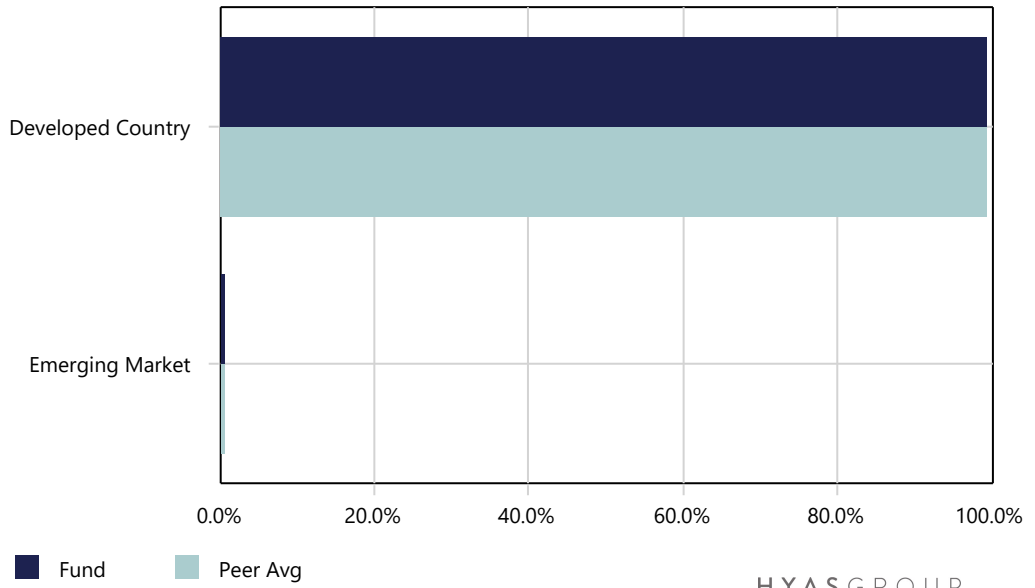
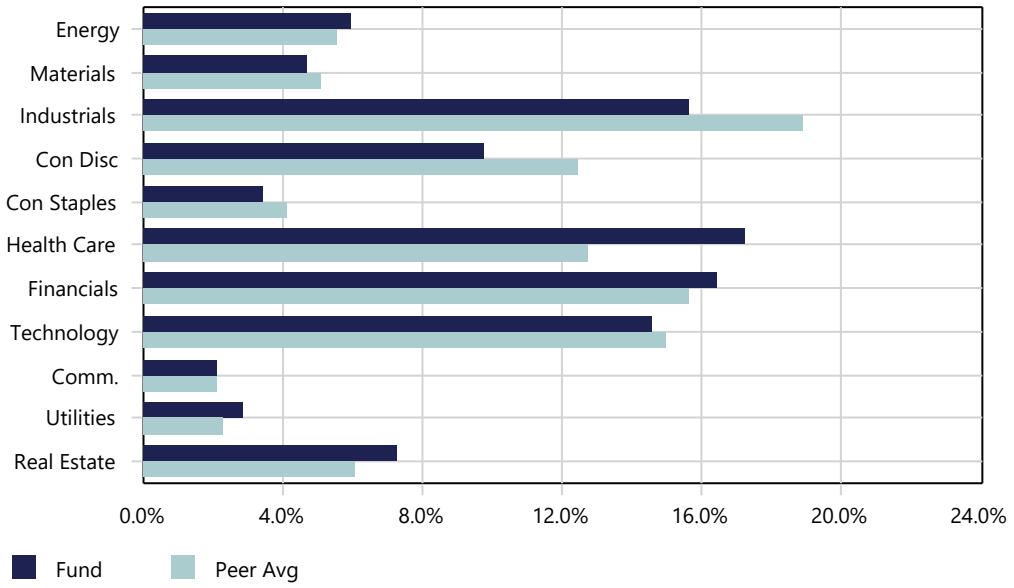


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
■ Other
 ■ Cash
 ■ Preferred
 ■ Convertible

Sector Allocation As of 07/31/2024

Region Allocation As of 07/31/2024



Vanguard Small Cap Growth Index Admiral

As of September 30, 2024

Benchmark: Russell 2000 Growth Index

Peer Group: Small Growth

Fund Investment Policy

The investment seeks to track the performance of the CRSP US Small Cap Growth Index that measures the investment return of small-capitalization growth stocks. The fund advisor employs an indexing investment approach designed to track the performance of the CRSP US Small Cap Growth Index, a broadly diversified index of growth stocks of small U.S. companies. The advisor attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting in the index.

Fund Information

Portfolio Assets :	\$14,125 Million	Fund Family :	Vanguard
Portfolio Manager :	Birkett,N/O'Reilly,G	Ticker :	VSGAX
PM Tenure :	19 Years 9 Months	Inception Date :	09/27/2011
Fund Style :	Small Growth	Fund Assets :	\$36,046 Million
Portfolio Turnover :	19%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	7.07	11.15	25.73	-0.95	8.60	9.01	9.18	8.87	0.07	06/01/1998
Benchmark	8.41	13.22	27.66	-0.35	8.82	7.59	8.95	6.77	-	
Excess	-1.34	-2.07	-1.93	-0.60	-0.22	1.42	0.23	2.10	-	

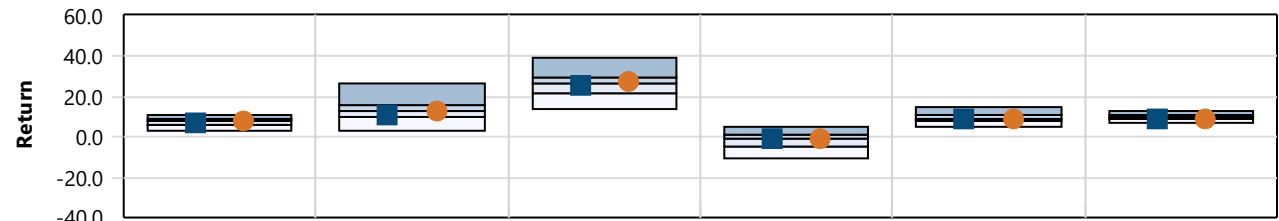
Fund Characteristics As of 09/30/2024

Total Securities	628
Avg. Market Cap	\$7,536 Million
P/E	27.0
P/B	3.5
Div. Yield	0.7%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	21.41	-28.39	5.70	35.28	32.76	-5.68	21.92
Benchmark	18.66	-26.36	2.83	34.63	28.48	-9.31	22.17
Excess	2.75	-2.03	2.87	0.65	4.28	3.63	-0.25

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	7.07 (62)	11.15 (65)	25.73 (54)	-0.95 (52)	8.60 (68)	9.18 (62)
Benchmark	8.41 (31)	13.22 (48)	27.66 (38)	-0.35 (47)	8.82 (63)	8.95 (68)
5th Percentile	11.24	26.70	39.27	5.24	15.31	13.43
1st Quartile	8.59	16.14	29.80	1.50	11.23	10.79
Median	7.63	12.86	26.21	-0.78	9.50	9.58
3rd Quartile	6.33	9.73	22.17	-4.71	7.98	8.76
95th Percentile	3.62	3.13	14.39	-10.19	5.20	7.29

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	644	642	642	628	611	582

Top Ten Securities As of 08/31/2024

Targa Resources Corp	1.3 %
Axon Enterprise Inc	1.0 %
Deckers Outdoor Corp	1.0 %
PTC Inc	0.8 %
Lennox International Inc	0.7 %
AppLovin Corp Ordinary Shares -	0.7 %
Entegris Inc	0.7 %
Watsco Inc Class A	0.6 %
Liberty Formula One Group Regi	0.6 %
Manhattan Associates Inc	0.6 %
Total	8.1 %

Vanguard Small Cap Growth Index Admiral

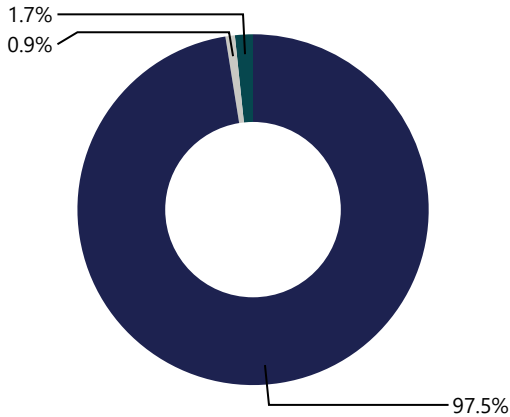
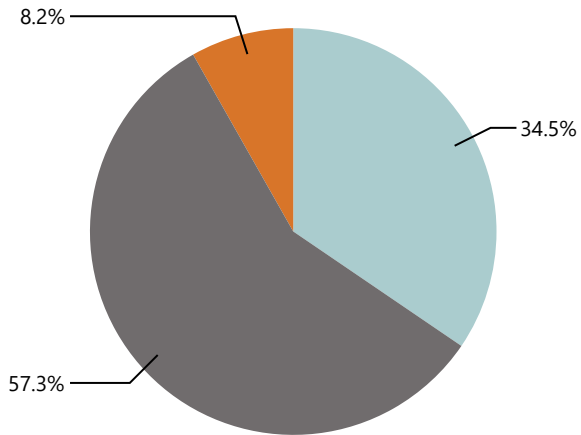
As of September 30, 2024

Benchmark: Russell 2000 Growth Index

Peer Group: Small Growth

Market Capitalization As of 08/31/2024

Asset Allocation As of 08/31/2024

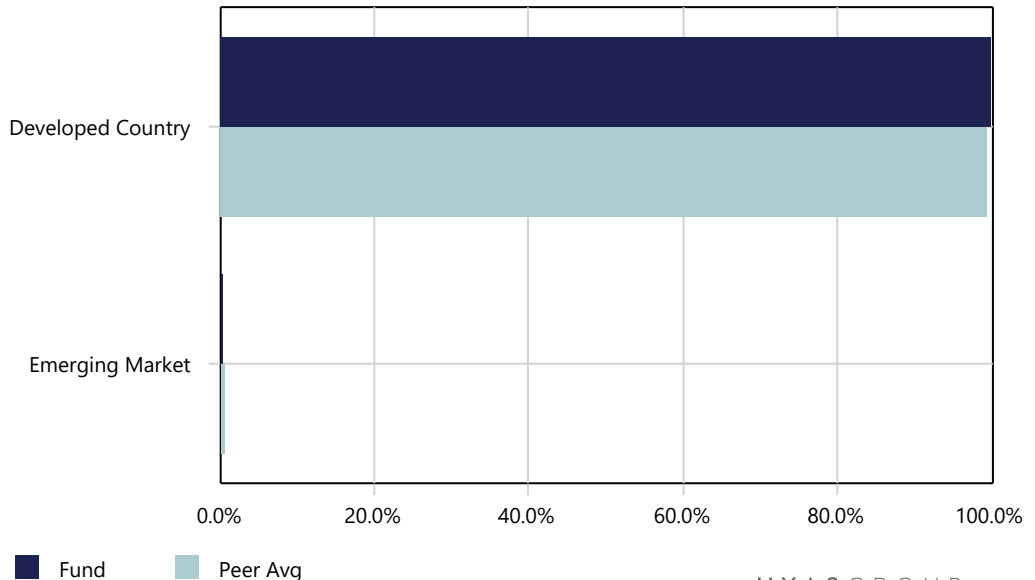
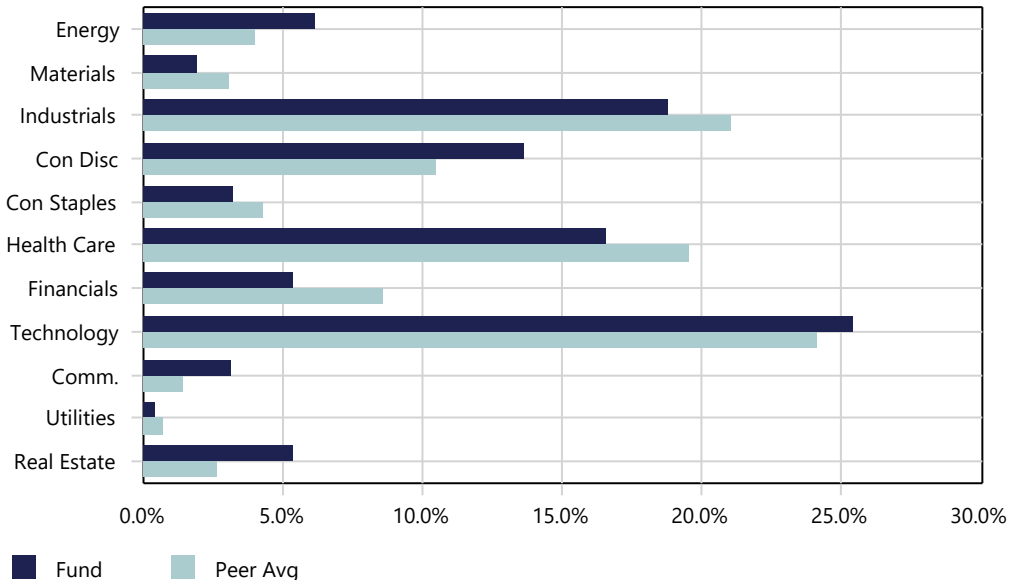


■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
■ Other
 ■ Cash
 ■ Preferred
 ■ Convertible

Sector Allocation As of 08/31/2024

Region Allocation As of 08/31/2024



Vanguard International Value Inv

As of September 30, 2024

Benchmark: MSCI AC World ex USA Value (Net)

Peer Group: Foreign Large Value

Fund Investment Policy

The investment seeks to provide long-term capital appreciation. The fund invests mainly in common stocks of companies located outside the United States that are considered by one of the fund's advisors to be undervalued. Such stocks, called value stocks, often are out of favor in periods when investors are drawn to companies with strong prospects for growth. It invests in large-, mid-, and small-capitalization companies and is expected to diversify its assets in countries across developed and emerging markets. The fund uses multiple investment advisors.

Fund Information

Portfolio Assets :	\$13,975 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTRIX
PM Tenure :	14 Years 4 Months	Inception Date :	05/16/1983
Fund Style :	Foreign Large Value	Fund Assets :	\$13,975 Million
Portfolio Turnover :	29%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	8.40	11.30	21.61	5.20	7.89	5.46	5.01	8.42	0.39	06/01/1983
Benchmark	9.26	14.40	24.04	7.49	7.79	4.87	4.28	-	-	
Excess	-0.86	-3.10	-2.43	-2.29	0.10	0.59	0.73	-	-	

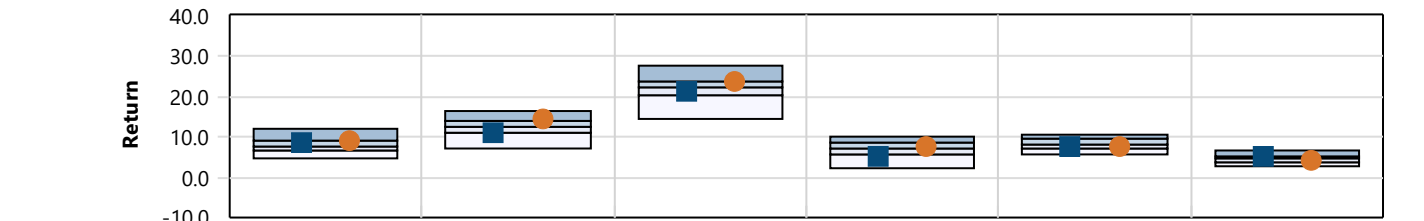
Fund Characteristics As of 09/30/2024

Total Securities	246
Avg. Market Cap	\$34,513 Million
P/E	12.3
P/B	1.6
Div. Yield	3.7%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	16.15	-11.66	7.97	8.99	20.39	-14.52	27.96
Benchmark	17.30	-8.59	10.46	-0.77	15.72	-13.97	22.66
Excess	-1.15	-3.07	-2.49	9.76	4.67	-0.55	5.30

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Manager	8.40 (36)	11.30 (74)	21.61 (59)	5.20 (81)	7.89 (53)	5.01 (39)
Benchmark	9.26 (22)	14.40 (25)	24.04 (23)	7.49 (41)	7.79 (56)	4.28 (68)
5th Percentile	12.07	16.54	27.88	10.17	10.53	6.71
1st Quartile	9.06	14.24	23.86	8.61	9.42	5.41
Median	7.89	12.63	22.12	7.05	7.97	4.70
3rd Quartile	6.68	11.19	20.46	5.71	7.05	3.92
95th Percentile	4.78	6.95	14.61	2.06	5.57	2.83

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	406	406	403	384	362	311

Top Ten Securities As of 06/30/2024

Tencent Holdings Ltd	2.7 %
Taiwan Semiconductor Manufacturing	2.5 %
Roche Holding AG	1.7 %
Ryanair Holdings PLC ADR	1.4 %
Alibaba Group Holding Ltd Ordinary	1.4 %
HSBC Holdings PLC	1.2 %
BP PLC	1.2 %
RELX PLC	1.2 %
Novo Nordisk A/S Class B	1.2 %
Unilever PLC	1.1 %
Total	15.5 %

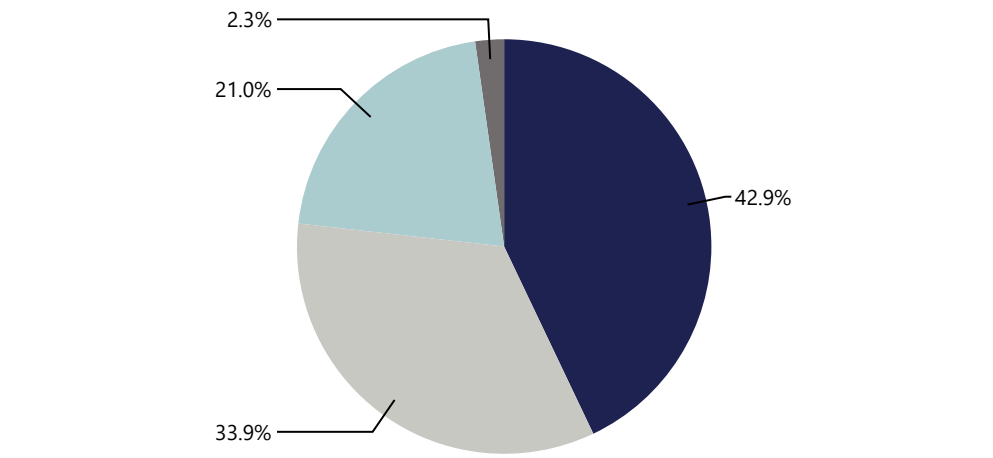
Vanguard International Value Inv

As of September 30, 2024

Benchmark: MSCI AC World ex USA Value (Net)

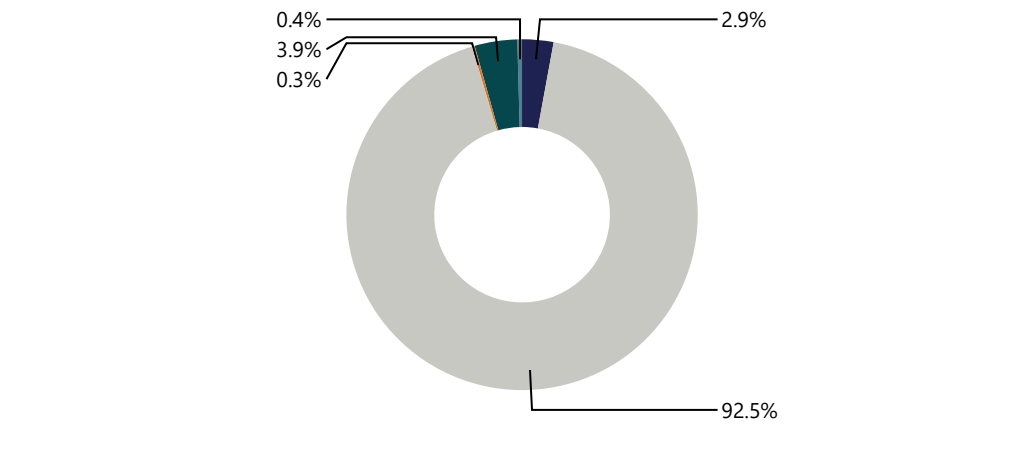
Peer Group: Foreign Large Value

Market Capitalization As of 06/30/2024



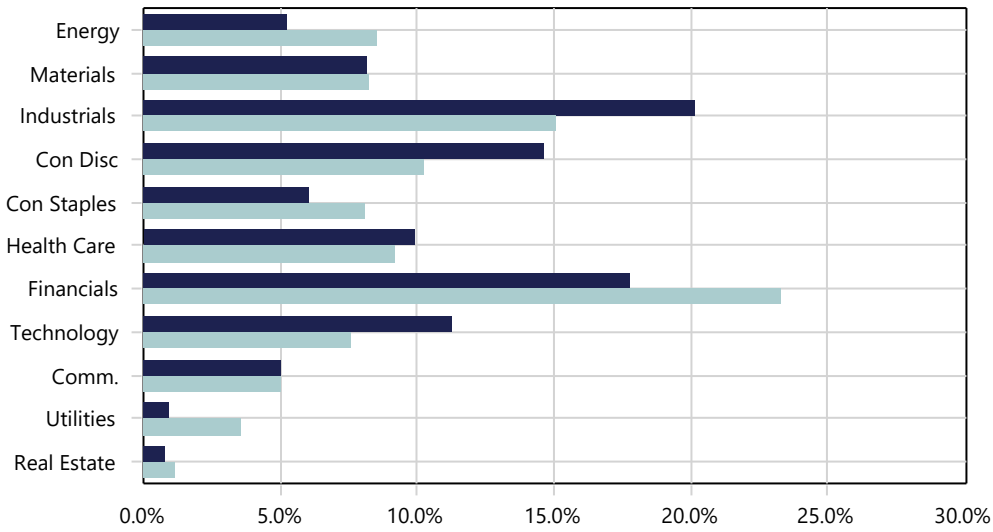
■ Giant
 ■ Large
 ■ Medium
 ■ Small
 ■ Micro

Asset Allocation As of 06/30/2024



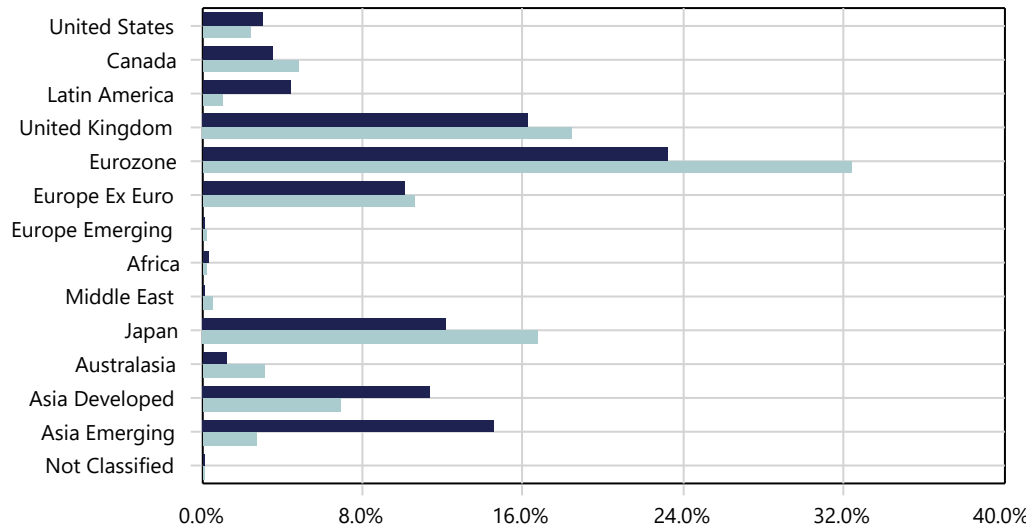
■ US Stock
 ■ Non-US Stock
 ■ US Bond
 ■ Non-US Bond
■ Other
■ Cash
■ Preferred
■ Convertible

Sector Allocation As of 06/30/2024



■ Fund ■ Peer Avg

Equity Regional Allocation As of 06/30/2024



■ Fund ■ Peer Avg

Fidelity Total International Index

As of September 30, 2024

Benchmark: MSCI AC World ex USA (Net)

Peer Group: Foreign Large Blend

Fund Investment Policy

The investment seeks to provide investment results that correspond to the total return of foreign developed and emerging stock markets. The fund normally invests at least 80% of assets in securities included in the MSCI ACWI (All Country World Index) ex USA Investable Market Index and in depositary receipts representing securities included in the index. The MSCI ACWI (All Country World Index) ex USA Investable Market Index is a market capitalization-weighted index designed to measure the investable equity market performance for global investors of large, mid, and small-cap stocks in developed and emerging markets, excluding the U.S.

Fund Information

Portfolio Assets :	\$14,089 Million	Fund Family :	Fidelity Investments
Portfolio Manager :	Team Managed	Ticker :	FTIHX
PM Tenure :	8 Years 3 Months	Inception Date :	06/07/2016
Fund Style :	Foreign Large Blend	Fund Assets :	\$14,089 Million
Portfolio Turnover :	4%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	7.87	13.61	24.93	3.87	7.61	5.40	-	7.62	0.06	07/01/2016
Benchmark	8.06	14.21	25.35	4.14	7.59	5.44	5.22	7.75	-	
Excess	-0.19	-0.60	-0.42	-0.27	0.02	-0.04	-	-0.13	-	

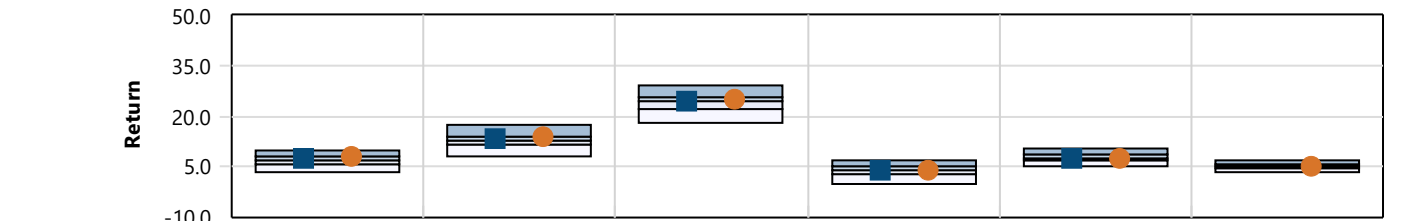
Fund Characteristics As of 09/30/2024

Total Securities	5,064
Avg. Market Cap	\$34,402 Million
P/E	14.1
P/B	1.6
Div. Yield	3.3%

Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	15.51	-16.28	8.47	11.07	21.48	-14.38	27.63
Benchmark	15.62	-16.00	7.82	10.65	21.51	-14.20	27.19
Excess	-0.11	-0.28	0.65	0.42	-0.03	-0.18	0.44

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	7.87 (32)	13.61 (36)	24.93 (41)	3.87 (61)	7.61 (57)	-
● Benchmark	8.06 (26)	14.21 (26)	25.35 (31)	4.14 (53)	7.59 (59)	5.22 (59)
5th Percentile	9.75	17.50	29.24	7.03	10.73	7.30
1st Quartile	8.09	14.26	25.80	5.44	8.58	5.94
Median	7.12	12.96	24.46	4.25	7.78	5.40
3rd Quartile	5.93	11.65	22.06	3.14	7.09	4.82
95th Percentile	3.27	8.01	18.29	0.22	5.48	3.49

Population	832	828	822	781	751	599
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Top Ten Securities As of 08/31/2024

Taiwan Semiconductor Manufacturing	2.2 %
Fidelity Cash Central Fund	2.0 %
MSCI EAFE Index Future Sept 24	1.6 %
Novo Nordisk AS Class B	1.4 %
ASML Holding NV	1.1 %
Tencent Holdings Ltd	1.0 %
Nestle SA	0.9 %
AstraZeneca PLC	0.8 %
Samsung Electronics Co Ltd	0.8 %
Novartis AG Registered Shares	0.7 %
Total	12.5 %

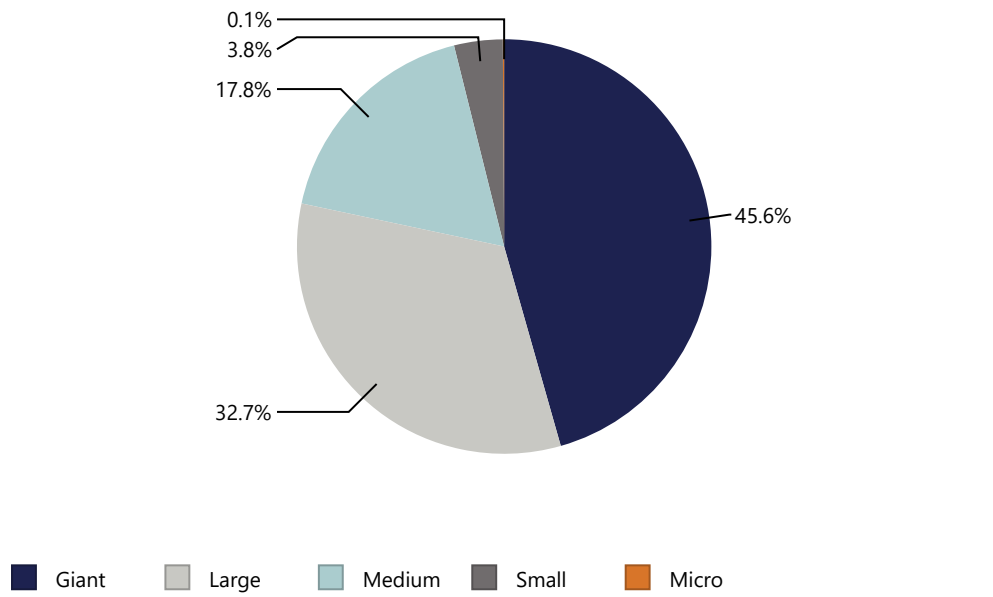
Fidelity Total International Index

As of September 30, 2024

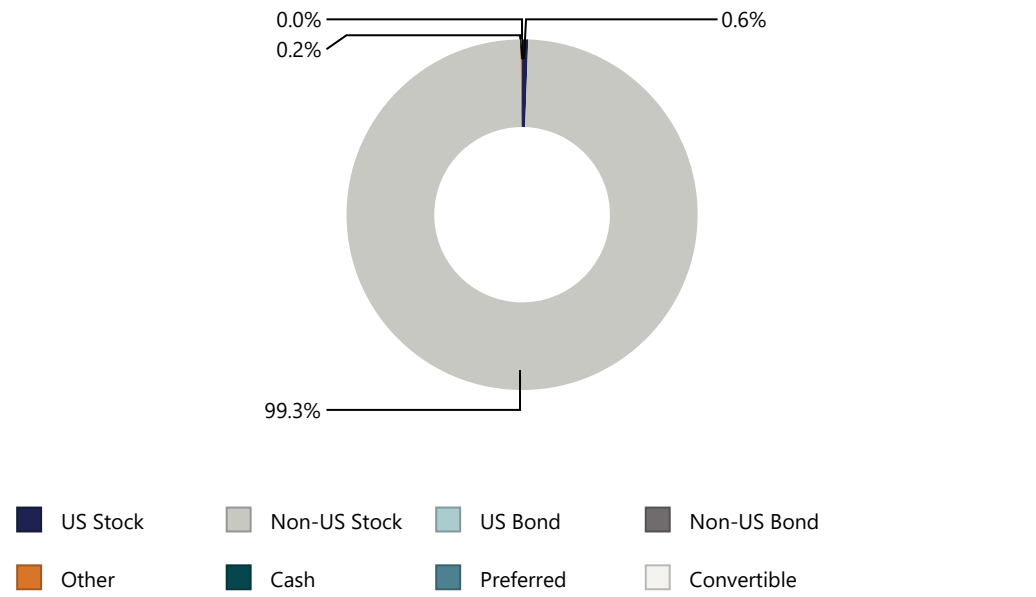
Benchmark: MSCI AC World ex USA (Net)

Peer Group: Foreign Large Blend

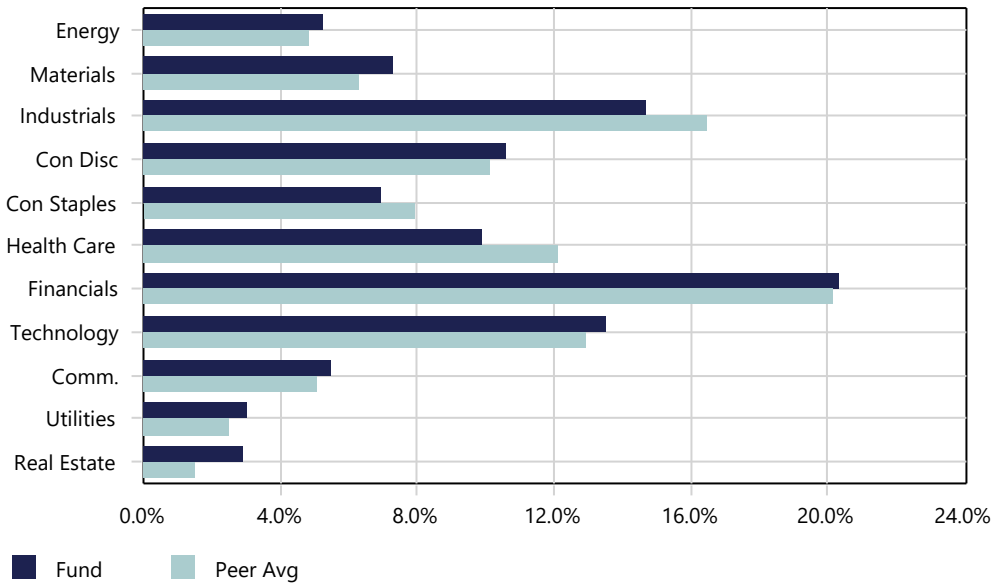
Market Capitalization As of 08/31/2024



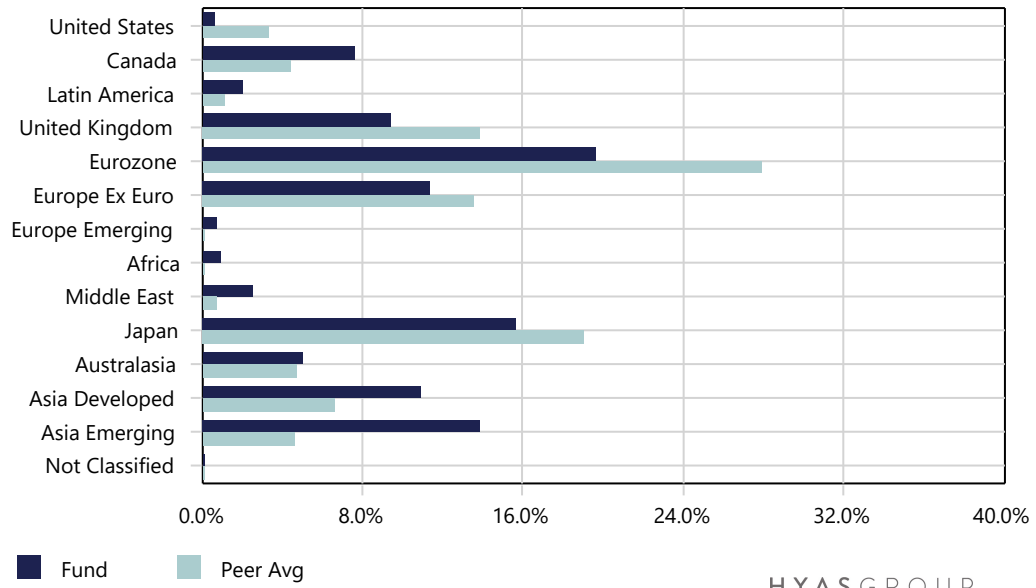
Asset Allocation As of 08/31/2024



Sector Allocation As of 08/31/2024



Equity Regional Allocation As of 08/31/2024



Vanguard International Growth Adm

As of September 30, 2024

Benchmark: MSCI AC World ex USA Growth (Net)

Peer Group: Foreign Large Growth

Fund Investment Policy
 The investment seeks to provide long-term capital appreciation. The fund invests mainly in the stocks of companies located outside the United States and is expected to diversify its assets in countries across developed and emerging markets. In selecting stocks, the fund's advisors evaluate foreign markets around the world and choose large-, mid-, and small-capitalization companies considered to have above-average growth potential. The manager uses multiple investment advisors.

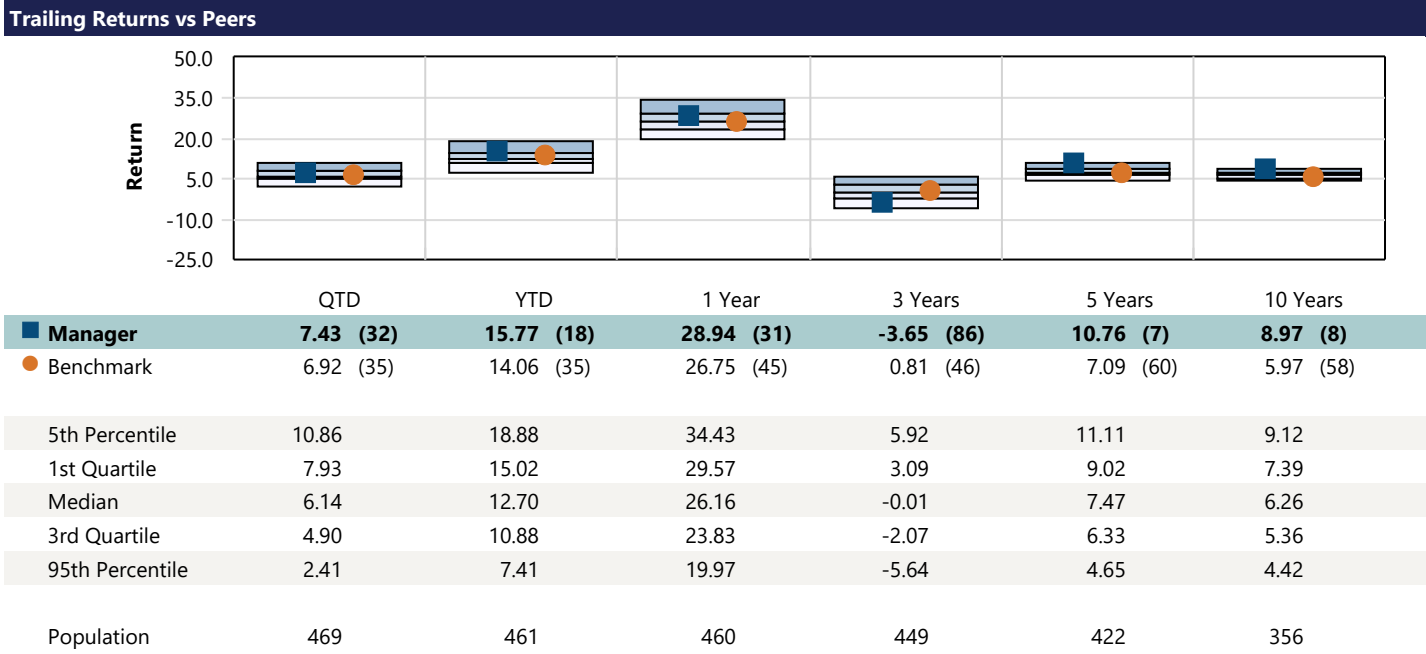
Fund Information	
Portfolio Assets :	\$39,419 Million
Portfolio Manager :	Team Managed
PM Tenure :	14 Years 9 Months
Fund Style :	Foreign Large Growth
Portfolio Turnover :	14%
Fund Family :	Vanguard
Ticker :	VWILX
Inception Date :	08/13/2001
Fund Assets :	\$46,431 Million

Trailing Performance										
	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	7.43	15.77	28.94	-3.65	10.76	8.28	8.97	10.41	0.31	10/01/1981
Benchmark	6.92	14.06	26.75	0.81	7.09	5.77	5.97	-	-	
Excess	0.51	1.71	2.19	-4.46	3.67	2.51	3.00	-	-	

Fund Characteristics As of 09/30/2024	
Total Securities	164
Avg. Market Cap	\$75,658 Million
P/E	23.5
P/B	3.4
Div. Yield	1.2%

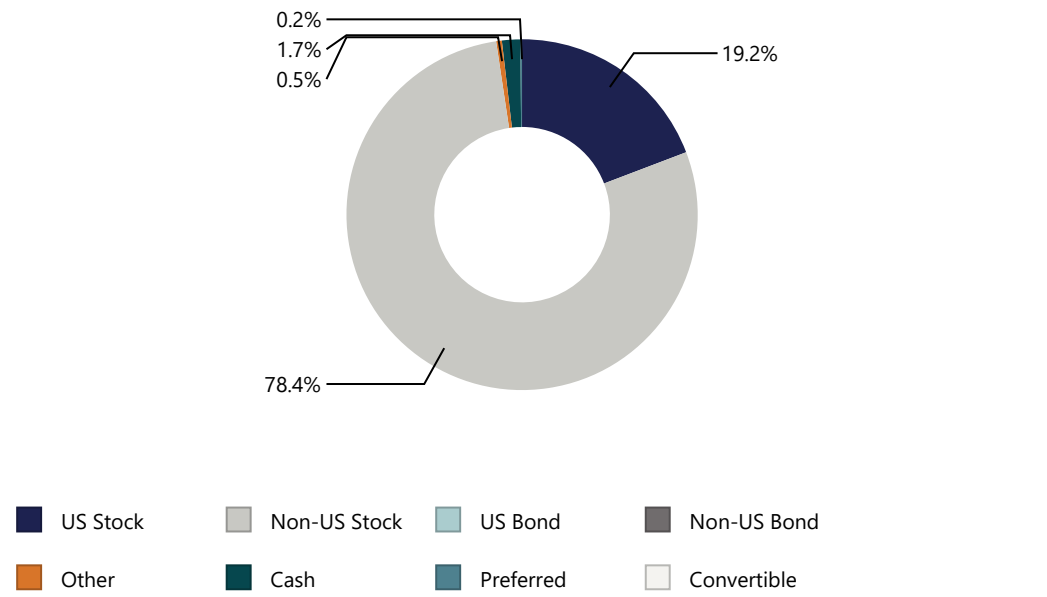
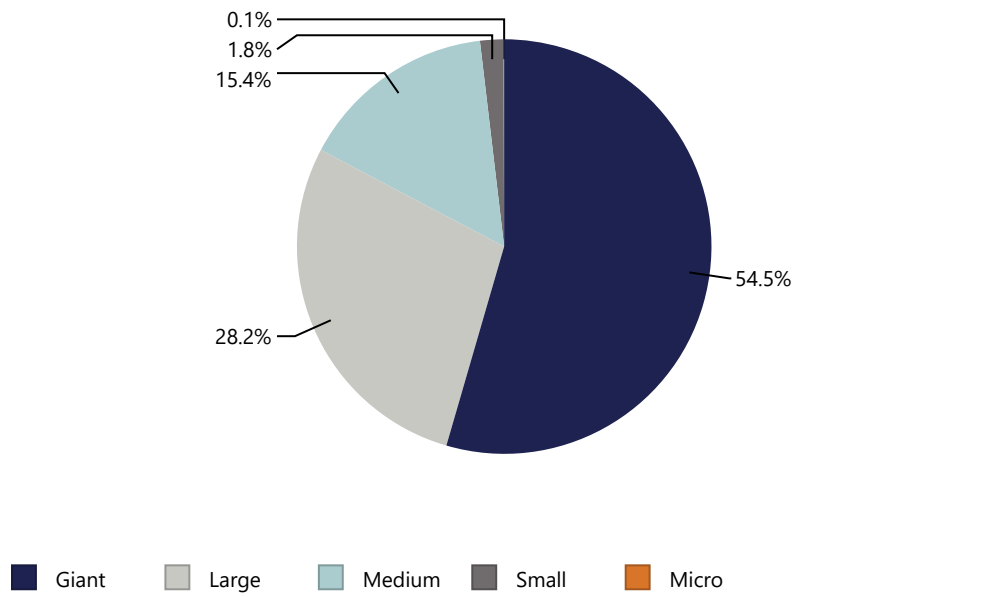
Calendar Year Performance									
	2023	2022	2021	2020	2019	2018	2017		
Manager	14.81	-30.79	-0.74	59.74	31.48	-12.58	43.16		
Benchmark	14.03	-23.05	5.09	22.20	27.34	-14.43	32.01		
Excess	0.78	-7.74	-5.83	37.54	4.14	1.85	11.15		

Top Ten Securities As of 06/30/2024	
Taiwan Semiconductor Manufacturing	5.2 %
ASML Holding NV	5.1 %
MercadoLibre Inc	4.8 %
Spotify Technology SA	3.8 %
NVIDIA Corp	3.3 %
Adyen NV	2.9 %
Atlas Copco AB Class A	2.5 %
Moderna Inc	2.3 %
PDD Holdings Inc ADR	2.2 %
Tencent Holdings Ltd	2.2 %
Total	34.3 %



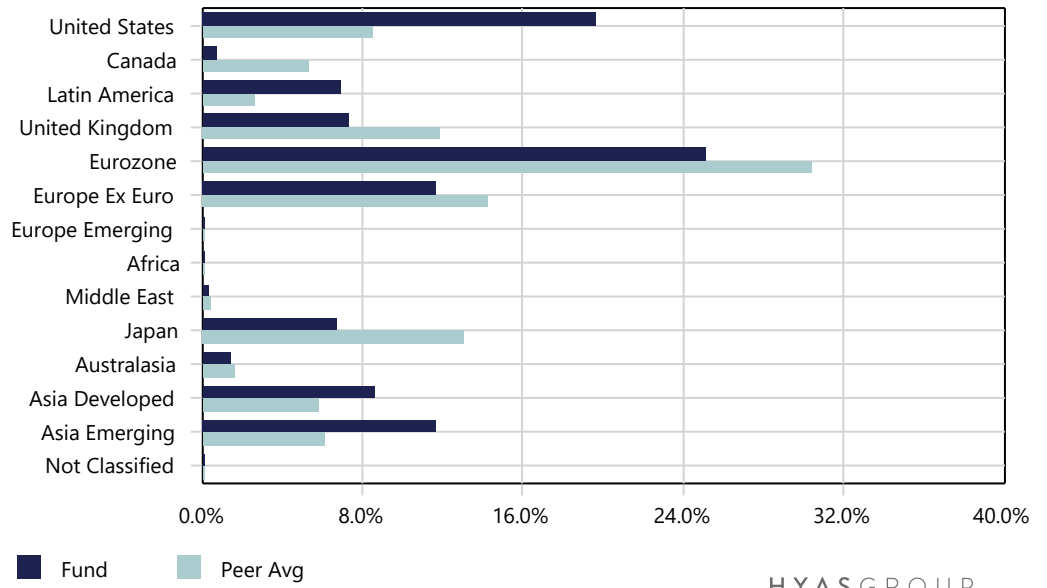
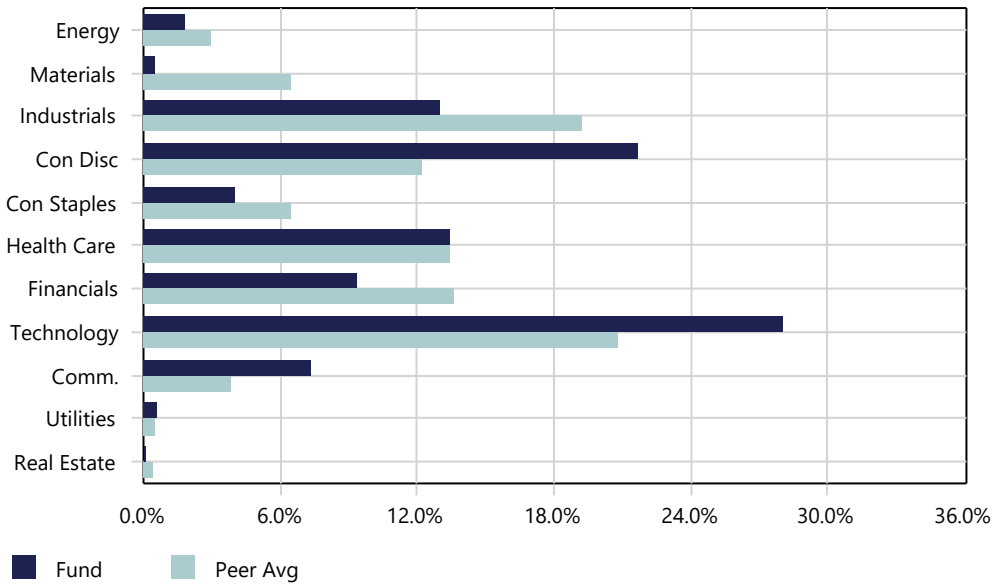
Market Capitalization As of 06/30/2024

Asset Allocation As of 06/30/2024



Sector Allocation As of 06/30/2024

Equity Regional Allocation As of 06/30/2024



Vanguard Target Retirement Income Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod Incm TR USD

Peer Group: Target-Date Retirement

Fund Investment Policy

The investment seeks to provide current income and some capital appreciation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors currently in retirement. Its indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; inflation-protected public obligations issued by the U.S. Treasury; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar.

Fund Information

Portfolio Assets :	\$36,539 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTINX
PM Tenure :	11 Years 7 Months	Inception Date :	10/27/2003
Fund Style :	Target-Date Retirement	Fund Assets :	\$36,539 Million
Portfolio Turnover :	4%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	5.12	8.27	16.22	2.19	4.45	4.61	4.51	5.07	0.08	11/01/2003
Benchmark	5.57	9.23	17.18	2.70	5.32	5.17	4.75	5.65	-	
Excess	-0.45	-0.96	-0.96	-0.51	-0.87	-0.56	-0.24	-0.58	-	

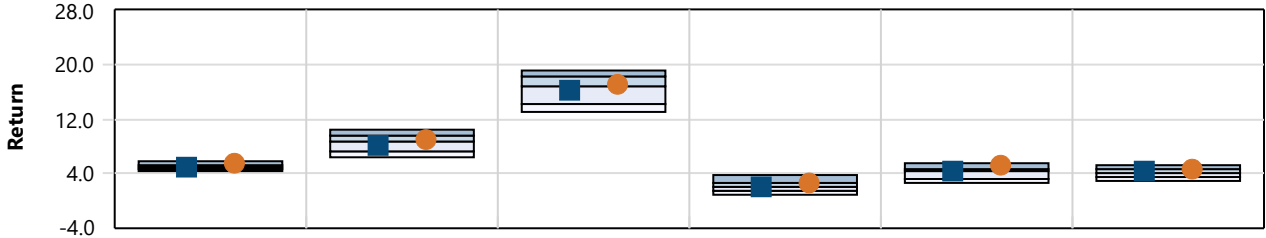
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	10.74	-12.74	5.25	10.02	13.16	-1.99	8.47
Benchmark	10.07	-12.24	7.62	10.56	13.27	-2.20	8.55
Excess	0.67	-0.50	-2.37	-0.54	-0.11	0.21	-0.08

Fund Characteristics As of 09/30/2024

Total Securities	7
Avg. Market Cap	\$95,457 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	2.71 %
Avg. Effective Maturity	7.19

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	5.12 (47)	8.27 (66)	16.22 (62)	2.19 (47)	4.45 (51)	4.51 (34)
● Benchmark	5.57 (18)	9.23 (36)	17.18 (50)	2.70 (24)	5.32 (7)	4.75 (19)

Top Ten Securities As of 08/31/2024

Vanguard Total Bond Market II Idx	36.5 %
Vanguard Total Stock Mkt Idx Instl	18.0 %
Vanguard Shrt-Term Infl-Prot Sec	16.7 %
Vanguard Total Intl Bd II Idx Instl	15.8 %
Vanguard Total Intl Stock Index	12.3 %
Total	99.3 %

5th Percentile	5.87	10.42	19.16	3.77	5.48	5.16
1st Quartile	5.44	9.53	18.47	2.62	4.82	4.60
Median	5.07	8.79	16.95	2.06	4.45	4.14
3rd Quartile	4.70	7.25	14.19	1.39	3.40	3.67
95th Percentile	4.53	6.58	13.30	0.89	2.80	3.08

Population	157	157	156	148	137	115
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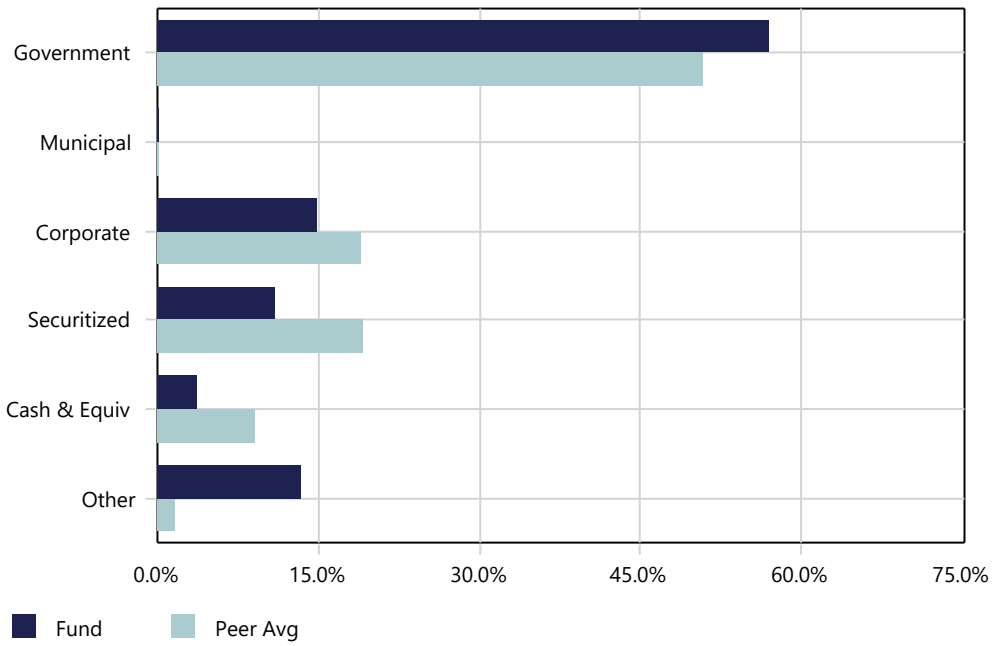
Vanguard Target Retirement Income Fund

As of September 30, 2024

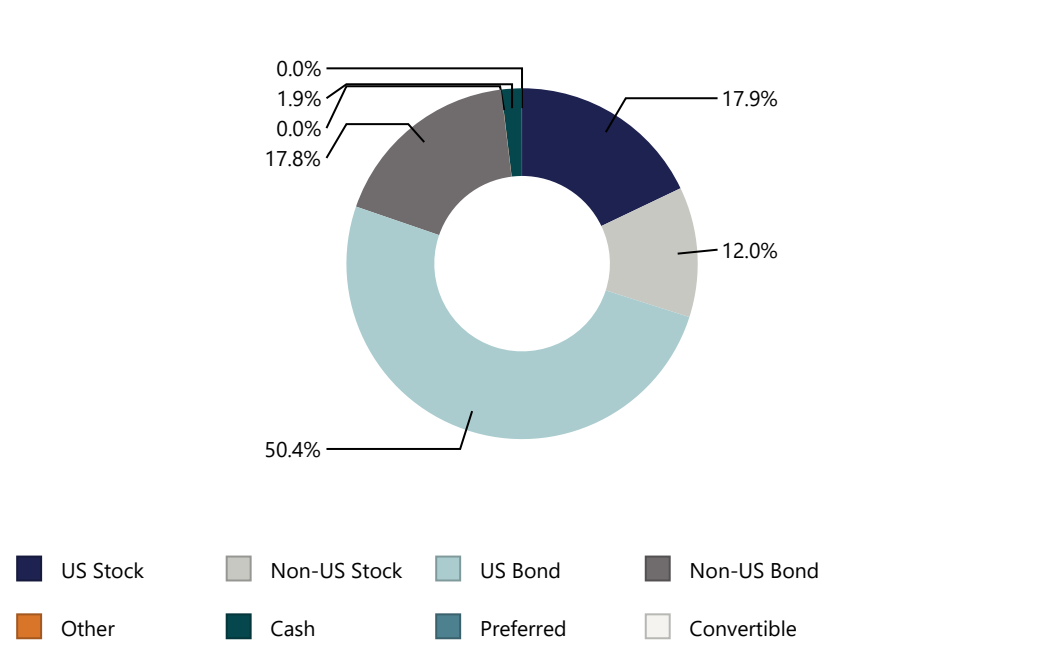
Benchmark: Morningstar Lifetime Mod Incm TR USD

Peer Group: Target-Date Retirement

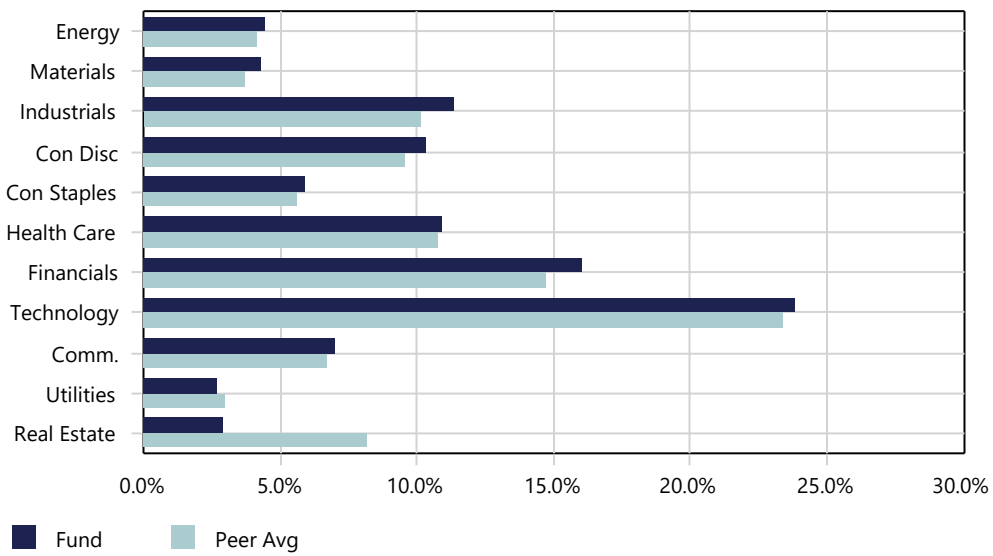
Fixed Income Sector Allocation As of 08/31/2024



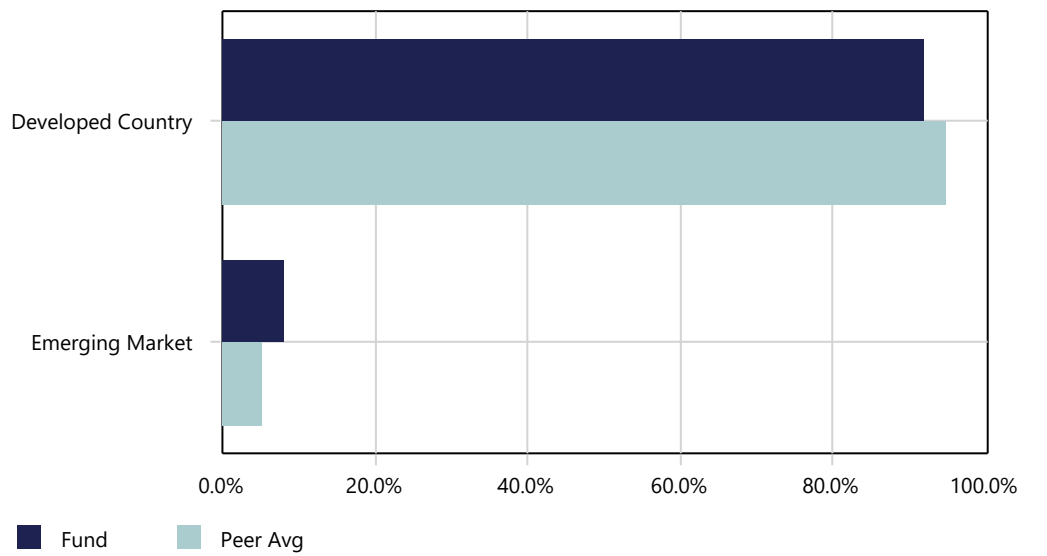
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2025 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2025 TR USD

Peer Group: Target-Date 2025

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2025 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$78,755 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTTVX
PM Tenure :	11 Years 7 Months	Inception Date :	10/27/2003
Fund Style :	Target-Date 2025	Fund Assets :	\$78,755 Million
Portfolio Turnover :	6%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	5.85	11.26	21.13	3.68	7.09	6.73	6.74	6.78	0.08	11/01/2003
Benchmark	6.45	10.50	20.94	2.01	5.96	6.05	6.00	7.32	-	
Excess	-0.60	0.76	0.19	1.67	1.13	0.68	0.74	-0.54	-	

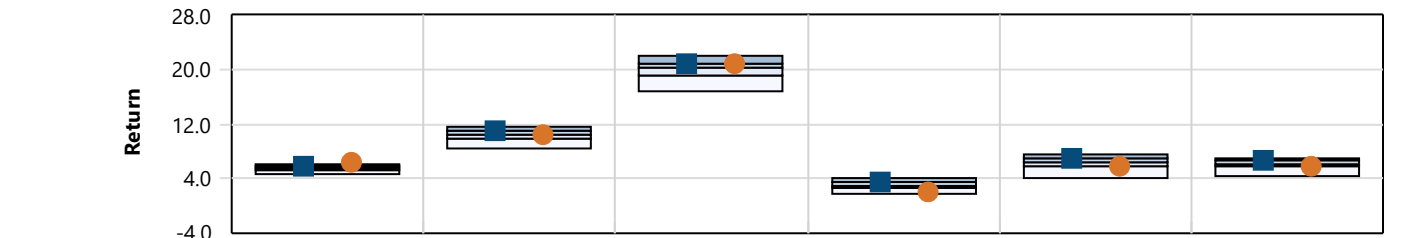
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	14.55	-15.55	9.80	13.30	19.63	-5.15	15.94
Benchmark	12.15	-17.58	10.10	13.67	19.36	-4.90	14.54
Excess	2.40	2.03	-0.30	-0.37	0.27	-0.25	1.40

Fund Characteristics As of 09/30/2024

Total Securities	7
Avg. Market Cap	\$95,882 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	2.93 %
Avg. Effective Maturity	7.79

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	5.85 (28)	11.26 (25)	21.13 (26)	3.68 (18)	7.09 (26)	6.74 (17)
● Benchmark	6.45 (2)	10.50 (58)	20.94 (31)	2.01 (94)	5.96 (74)	6.00 (56)
5th Percentile	6.17	11.76	22.24	4.28	7.69	7.01
1st Quartile	5.88	11.25	21.13	3.50	7.10	6.62
Median	5.61	10.67	20.35	3.08	6.60	6.11
3rd Quartile	5.30	9.94	19.22	2.58	5.89	5.76
95th Percentile	4.69	8.65	17.09	1.87	4.17	4.48

Population	218	216	215	207	187	157
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Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	31.0 %
Vanguard Total Bond Market II Idx	28.6 %
Vanguard Total Intl Stock Index	21.0 %
Vanguard Total Intl Bd II Idx Instl	12.3 %
Vanguard Shrt-Term Infl-Prot Sec	6.4 %
Total	99.3 %

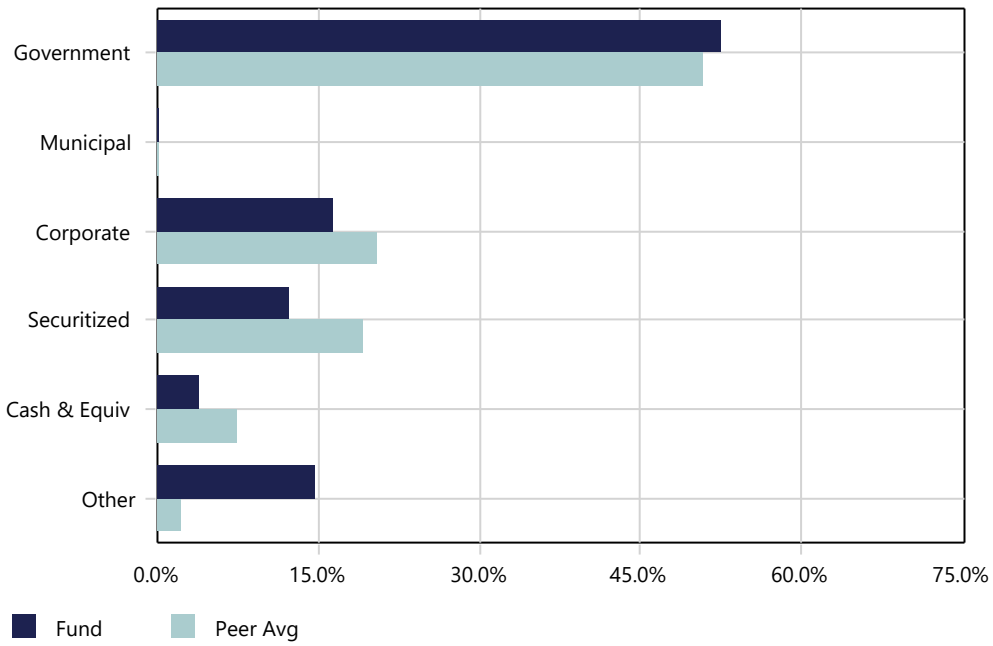
Vanguard Target Retirement 2025 Fund

As of September 30, 2024

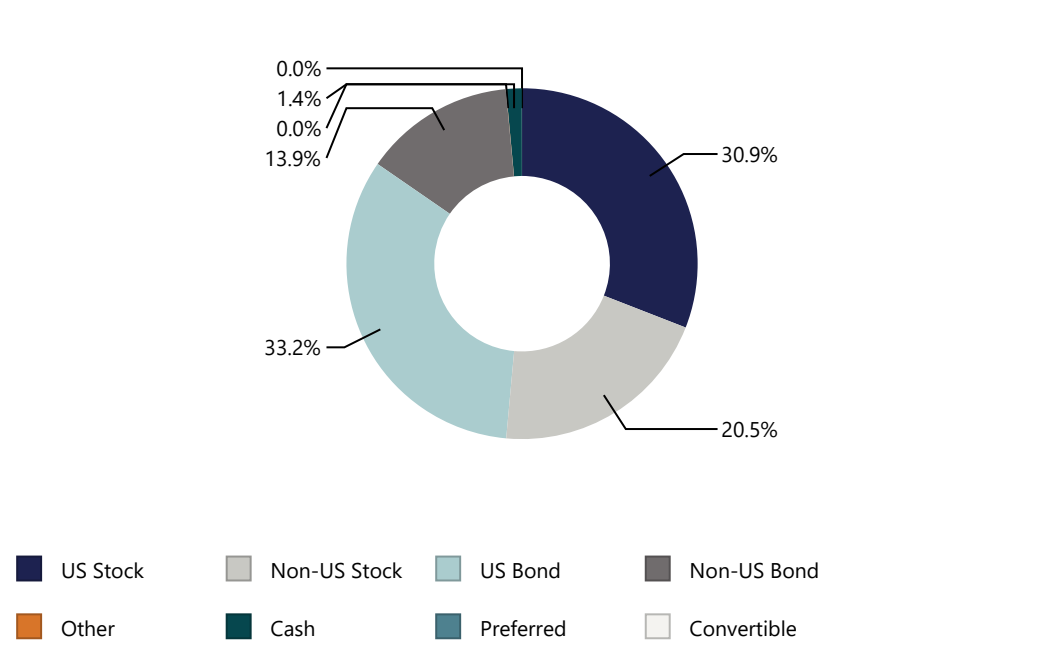
Benchmark: Morningstar Lifetime Mod 2025 TR USD

Peer Group: Target-Date 2025

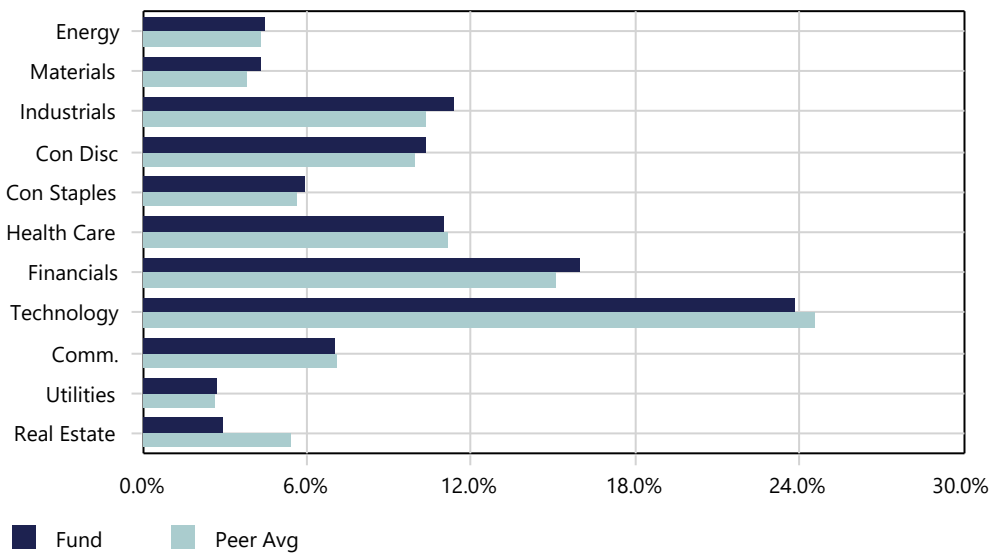
Fixed Income Sector Allocation As of 08/31/2024



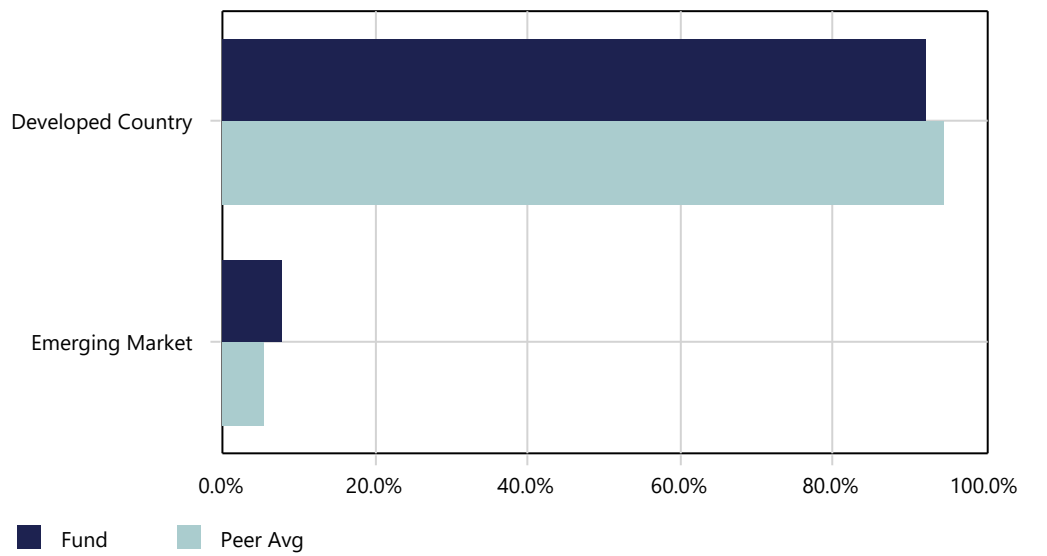
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2030 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2030 TR USD

Peer Group: Target-Date 2030

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2030 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$99,058 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTHRX
PM Tenure :	11 Years 7 Months	Inception Date :	06/07/2006
Fund Style :	Target-Date 2030	Fund Assets :	\$99,058 Million
Portfolio Turnover :	3%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.17	12.54	23.27	4.40	8.04	7.42	7.35	6.90	0.08	07/01/2006
Benchmark	6.73	11.42	22.56	2.62	6.74	6.66	6.62	6.70	-	
Excess	-0.56	1.12	0.71	1.78	1.30	0.76	0.73	0.20	-	

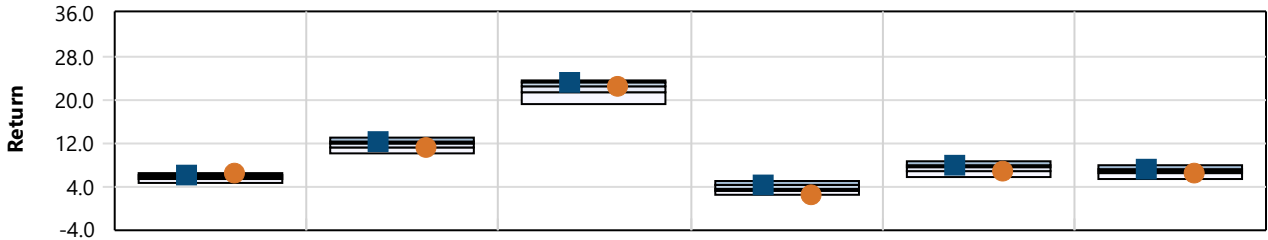
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	16.03	-16.27	11.38	14.10	21.07	-5.86	17.52
Benchmark	13.33	-17.94	11.69	13.69	21.24	-5.82	16.59
Excess	2.70	1.67	-0.31	0.41	-0.17	-0.04	0.93

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$95,876 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.22 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.17 (14)	12.54 (23)	23.27 (24)	4.40 (19)	8.04 (29)	7.35 (25)
● Benchmark	6.73 (2)	11.42 (71)	22.56 (54)	2.62 (92)	6.74 (84)	6.62 (72)
5th Percentile	6.45	13.08	23.79	5.00	8.69	7.85
1st Quartile	6.02	12.51	23.22	4.24	8.12	7.35
Median	5.81	12.03	22.66	3.80	7.59	6.93
3rd Quartile	5.52	11.26	21.42	3.33	7.00	6.49
95th Percentile	4.72	10.06	19.36	2.40	5.83	5.44

Population	224	222	221	212	190	153
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Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	36.8 %
Vanguard Total Bond Market II Idx	26.3 %
Vanguard Total Intl Stock Index	24.9 %
Vanguard Total Intl Bd II Idx Instl	11.3 %
Total	99.3 %

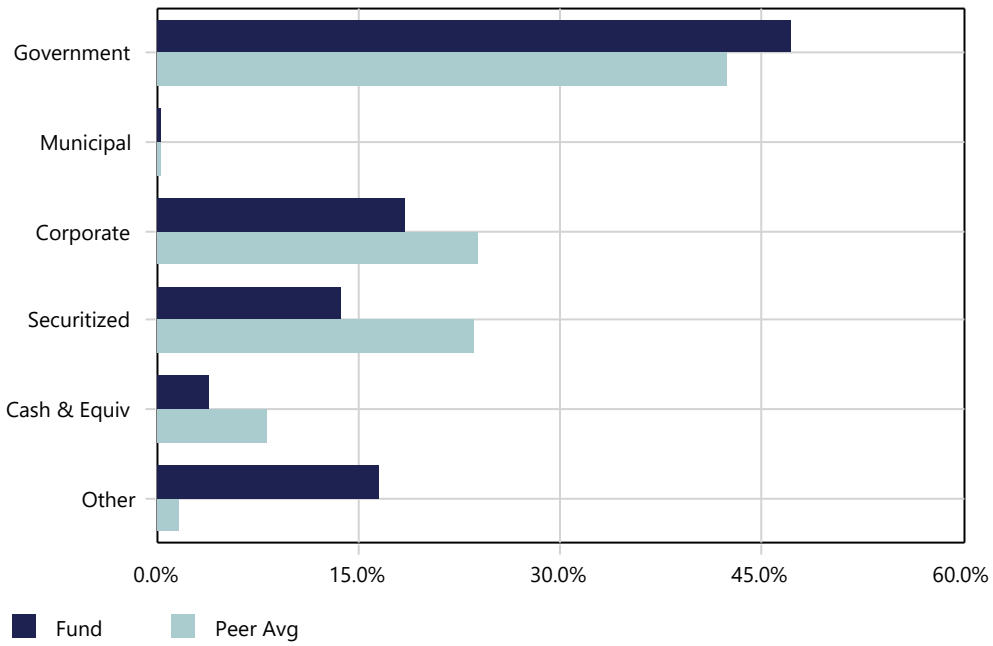
Vanguard Target Retirement 2030 Fund

As of September 30, 2024

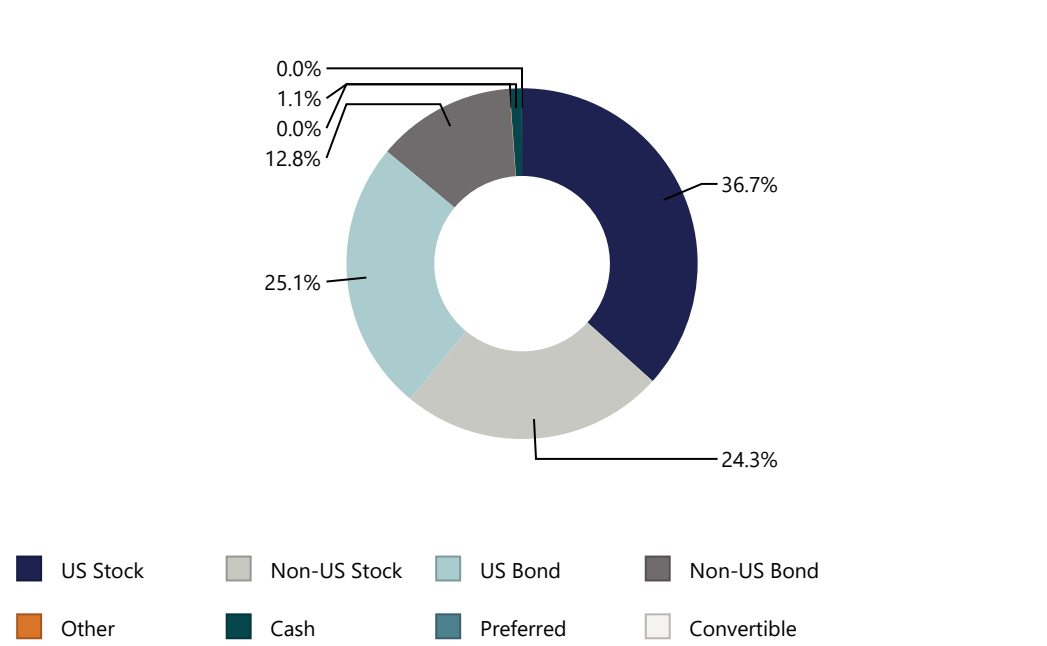
Benchmark: Morningstar Lifetime Mod 2030 TR USD

Peer Group: Target-Date 2030

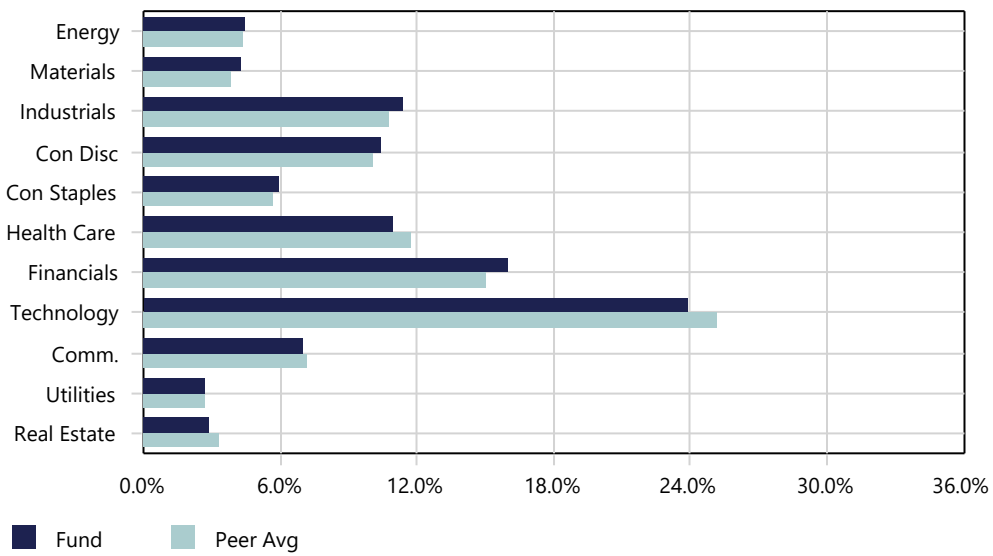
Fixed Income Sector Allocation As of 08/31/2024



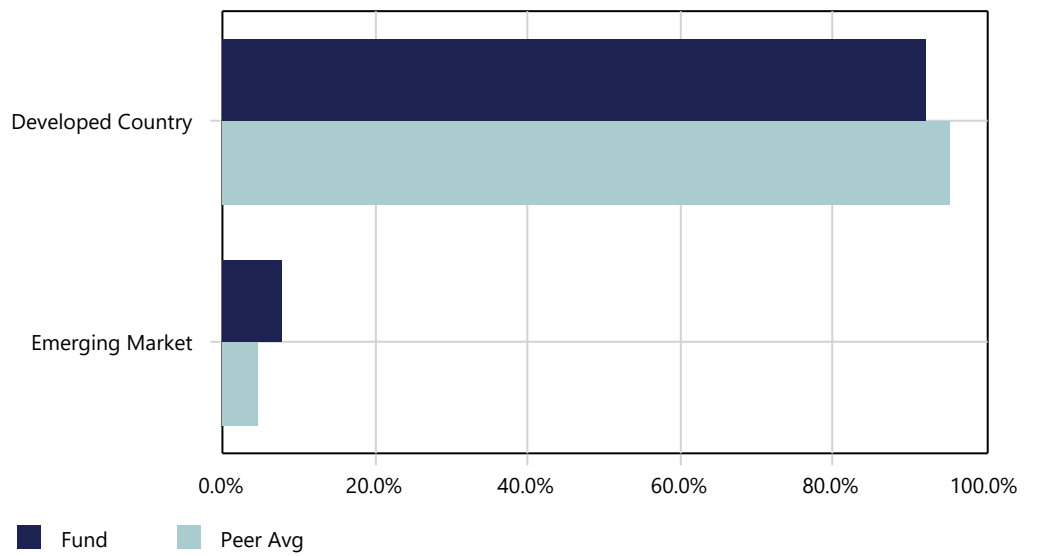
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2035 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2035 TR USD

Peer Group: Target-Date 2035

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2035 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$104,179 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTTHX
PM Tenure :	11 Years 7 Months	Inception Date :	10/27/2003
Fund Style :	Target-Date 2035	Fund Assets :	\$104,179 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.30	13.61	24.76	5.07	8.95	8.07	7.93	7.64	0.08	11/01/2003
Benchmark	6.99	12.70	24.54	3.66	7.83	7.42	7.33	8.18	-	
Excess	-0.69	0.91	0.22	1.41	1.12	0.65	0.60	-0.54	-	

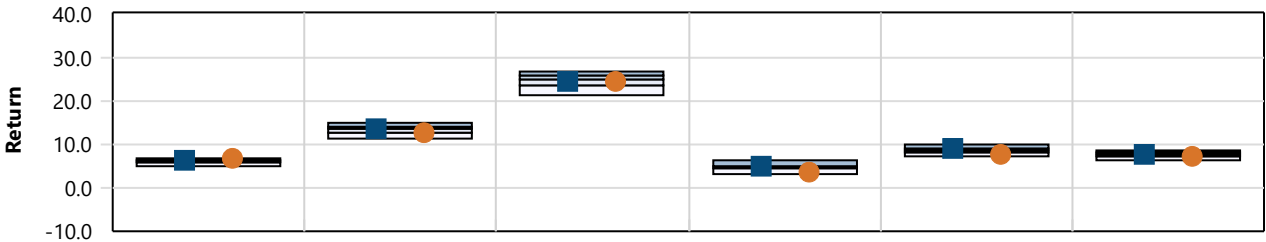
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	17.14	-16.62	12.96	14.79	22.44	-6.58	19.12
Benchmark	14.84	-17.75	13.63	13.38	23.04	-6.82	18.52
Excess	2.30	1.13	-0.67	1.41	-0.60	0.24	0.60

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,833 Million
P/E	18.0
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.22 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.30 (19)	13.61 (50)	24.76 (62)	5.07 (33)	8.95 (47)	7.93 (34)
● Benchmark	6.99 (1)	12.70 (77)	24.54 (66)	3.66 (90)	7.83 (91)	7.33 (74)
5th Percentile	6.68	15.14	26.91	6.52	10.10	8.75
1st Quartile	6.21	14.03	25.71	5.21	9.25	8.08
Median	6.02	13.60	25.07	4.75	8.85	7.71
3rd Quartile	5.77	12.80	23.71	4.32	8.35	7.30
95th Percentile	4.78	11.29	21.29	3.29	7.35	6.46

Population	215	215	214	200	180	151
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Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	41.7 %
Vanguard Total Intl Stock Index	27.5 %
Vanguard Total Bond Market II Idx	21.1 %
Vanguard Total Intl Bd II Idx Instl	9.1 %
Total	99.4 %

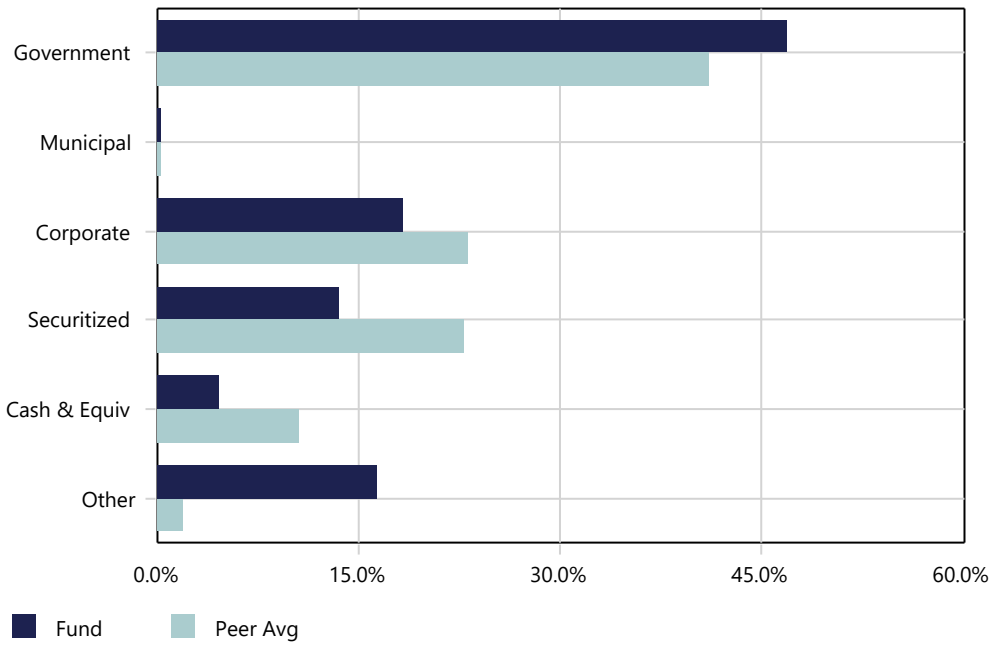
Vanguard Target Retirement 2035 Fund

As of September 30, 2024

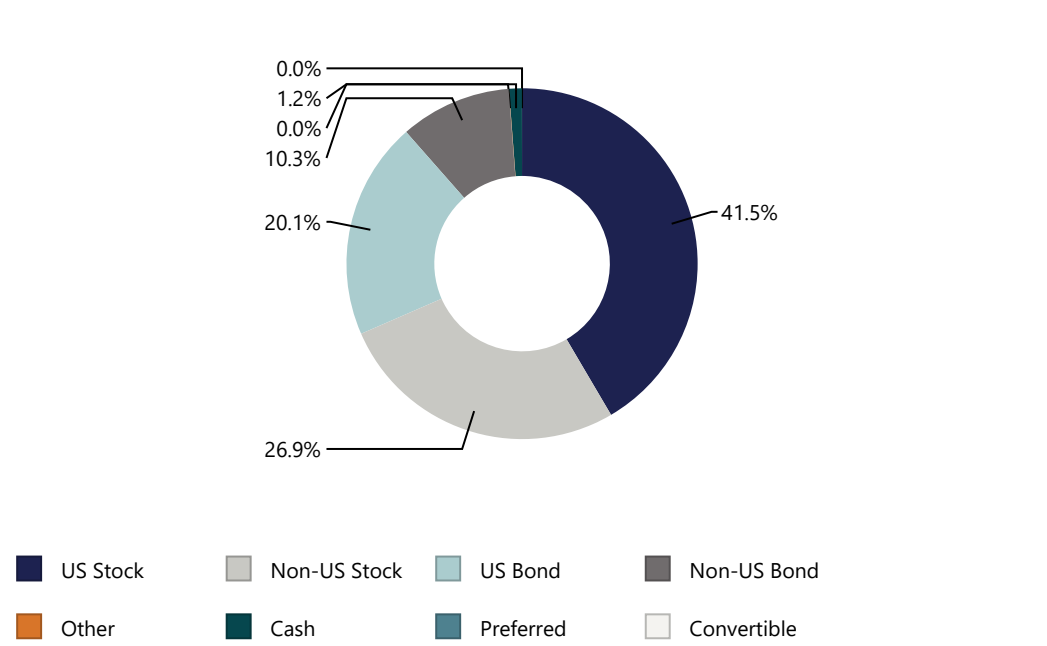
Benchmark: Morningstar Lifetime Mod 2035 TR USD

Peer Group: Target-Date 2035

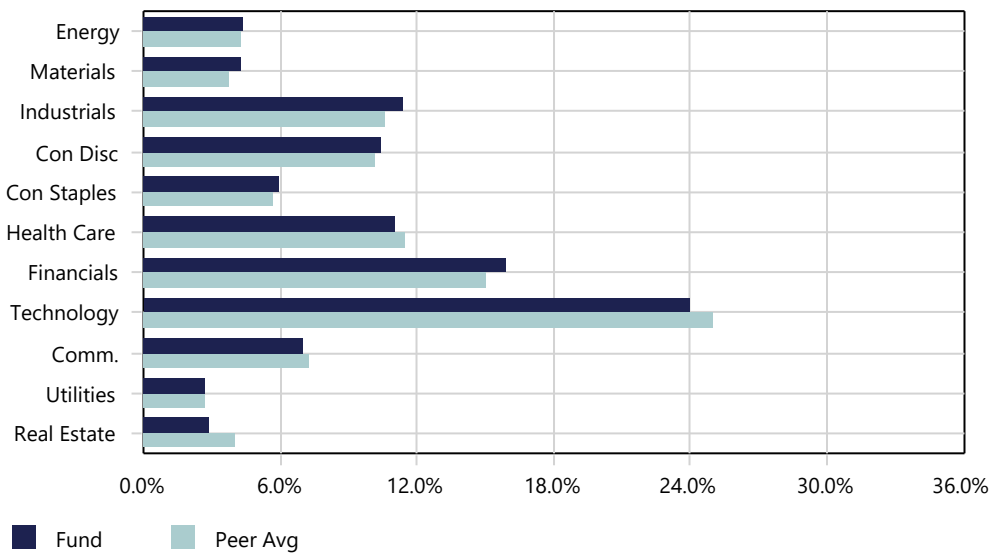
Fixed Income Sector Allocation As of 08/31/2024



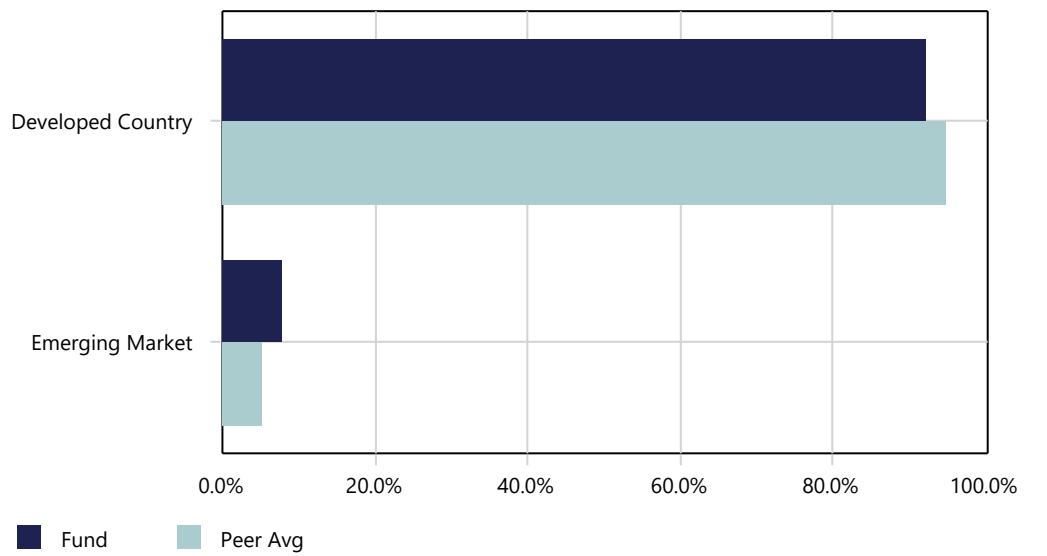
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2040 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2040 TR USD

Peer Group: Target-Date 2040

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2040 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$93,115 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VFORX
PM Tenure :	11 Years 7 Months	Inception Date :	06/07/2006
Fund Style :	Target-Date 2040	Fund Assets :	\$93,115 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.43	14.61	26.33	5.75	9.85	8.72	8.49	7.67	0.08	07/01/2006
Benchmark	7.21	14.06	26.49	4.80	8.91	8.15	7.94	7.49	-	
Excess	-0.78	0.55	-0.16	0.95	0.94	0.57	0.55	0.18	-	

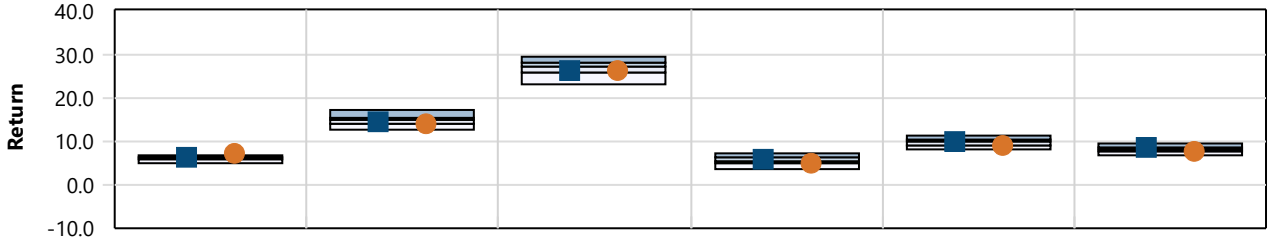
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	18.34	-16.98	14.56	15.47	23.86	-7.32	20.71
Benchmark	16.34	-17.37	15.35	13.09	24.35	-7.65	19.87
Excess	2.00	0.39	-0.79	2.38	-0.49	0.33	0.84

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$97,731 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.22 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.43 (25)	14.61 (67)	26.33 (69)	5.75 (47)	9.85 (51)	8.49 (38)
● Benchmark	7.21 (1)	14.06 (77)	26.49 (67)	4.80 (82)	8.91 (89)	7.94 (72)
5th Percentile	6.84	17.19	29.59	7.41	11.35	9.38
1st Quartile	6.40	15.60	28.15	6.14	10.35	8.73
Median	6.15	15.01	27.20	5.64	9.87	8.26
3rd Quartile	5.89	14.12	25.81	5.07	9.27	7.84
95th Percentile	4.81	12.77	23.29	3.53	8.21	6.98

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	218	216	215	204	184	152

Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	46.4 %
Vanguard Total Intl Stock Index	30.0 %
Vanguard Total Bond Market II Idx	16.0 %
Vanguard Total Intl Bd II Idx Instl	6.9 %
Total	99.3 %

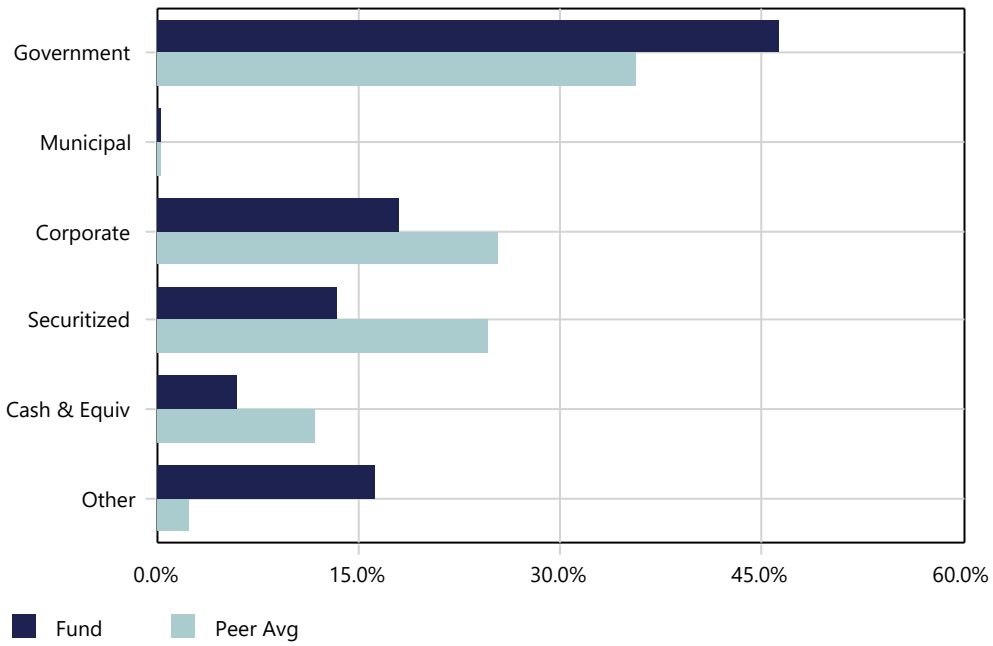
Vanguard Target Retirement 2040 Fund

As of September 30, 2024

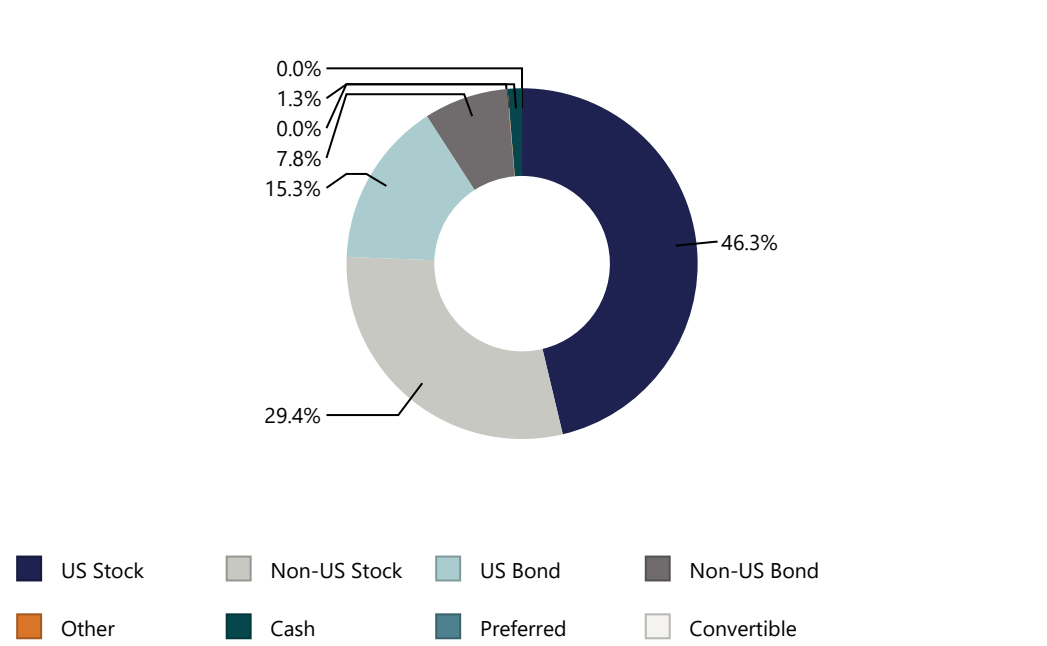
Benchmark: Morningstar Lifetime Mod 2040 TR USD

Peer Group: Target-Date 2040

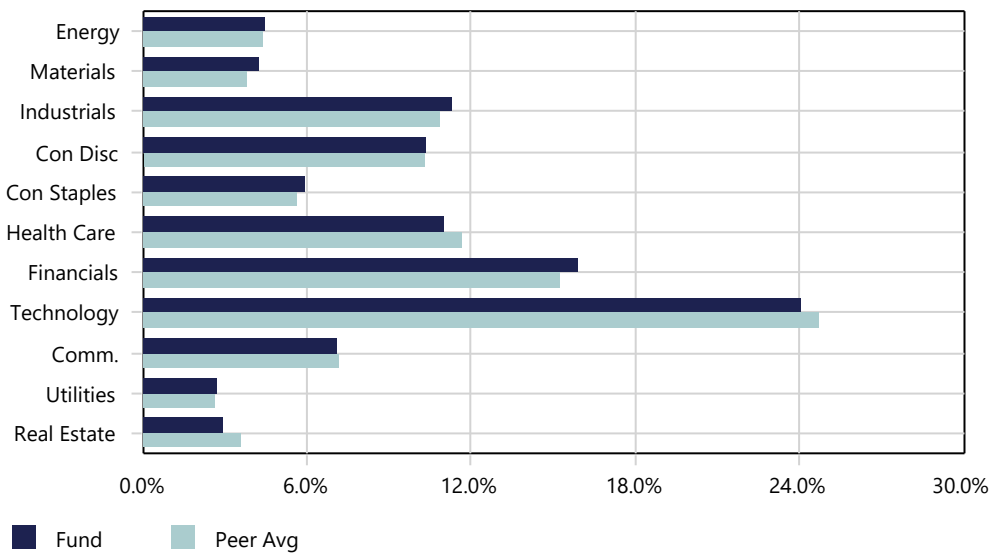
Fixed Income Sector Allocation As of 08/31/2024



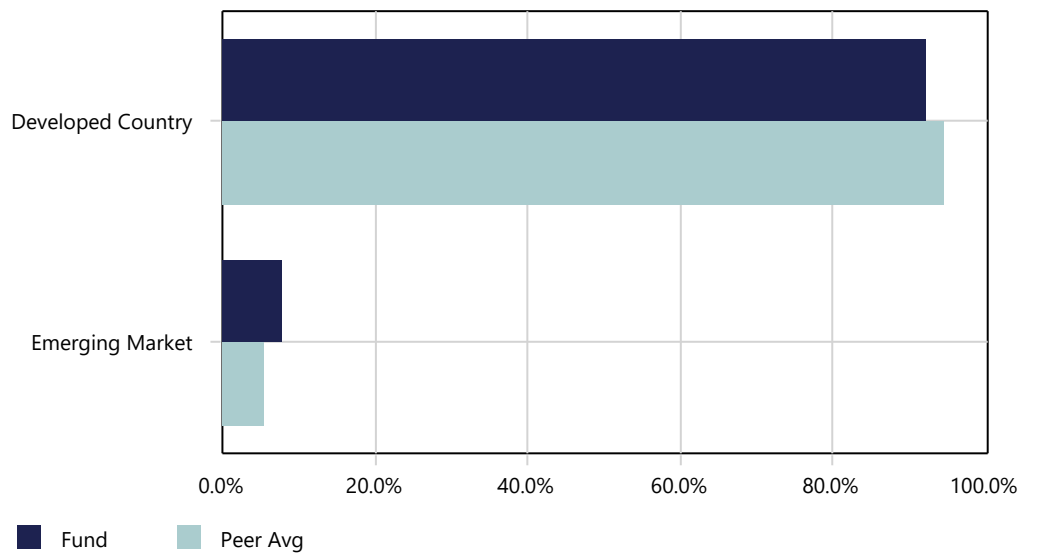
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2045 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2045 TR USD

Peer Group: Target-Date 2045

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2045 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$91,013 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTIVX
PM Tenure :	11 Years 7 Months	Inception Date :	10/27/2003
Fund Style :	Target-Date 2045	Fund Assets :	\$91,013 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.57	15.60	27.82	6.39	10.74	9.33	8.97	8.35	0.08	11/01/2003
Benchmark	7.37	15.07	27.90	5.61	9.63	8.61	8.29	8.72	-	
Excess	-0.80	0.53	-0.08	0.78	1.11	0.72	0.68	-0.37	-	

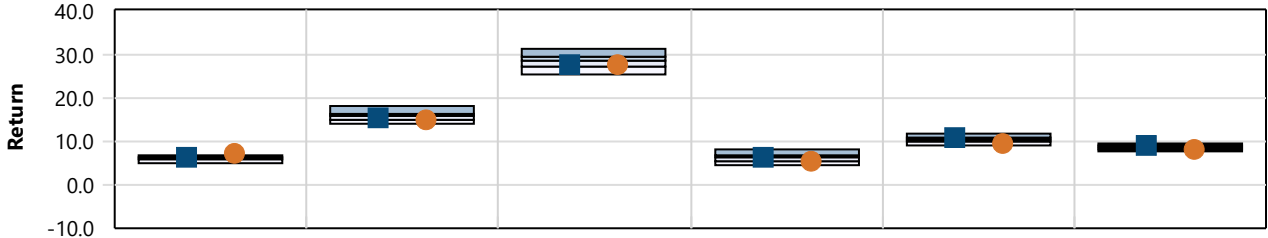
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	19.48	-17.36	16.16	16.30	24.94	-7.90	21.42
Benchmark	17.39	-17.06	16.36	12.95	24.97	-8.17	20.53
Excess	2.09	-0.30	-0.20	3.35	-0.03	0.27	0.89

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$97,338 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.21 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.57 (25)	15.60 (65)	27.82 (68)	6.39 (44)	10.74 (38)	8.97 (33)
● Benchmark	7.37 (1)	15.07 (77)	27.90 (67)	5.61 (73)	9.63 (88)	8.29 (73)
5th Percentile	7.01	18.06	31.43	8.06	11.66	9.52
1st Quartile	6.56	16.40	29.33	6.66	10.92	9.10
Median	6.29	16.00	28.65	6.23	10.53	8.66
3rd Quartile	5.95	15.10	27.24	5.58	10.05	8.26
95th Percentile	4.91	13.98	25.49	4.52	9.25	7.61

Population	210	210	209	198	180	151
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Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	50.5 %
Vanguard Total Intl Stock Index	32.9 %
Vanguard Total Bond Market II Idx	10.9 %
Vanguard Total Intl Bd II Idx Instl	4.8 %
Total	99.2 %

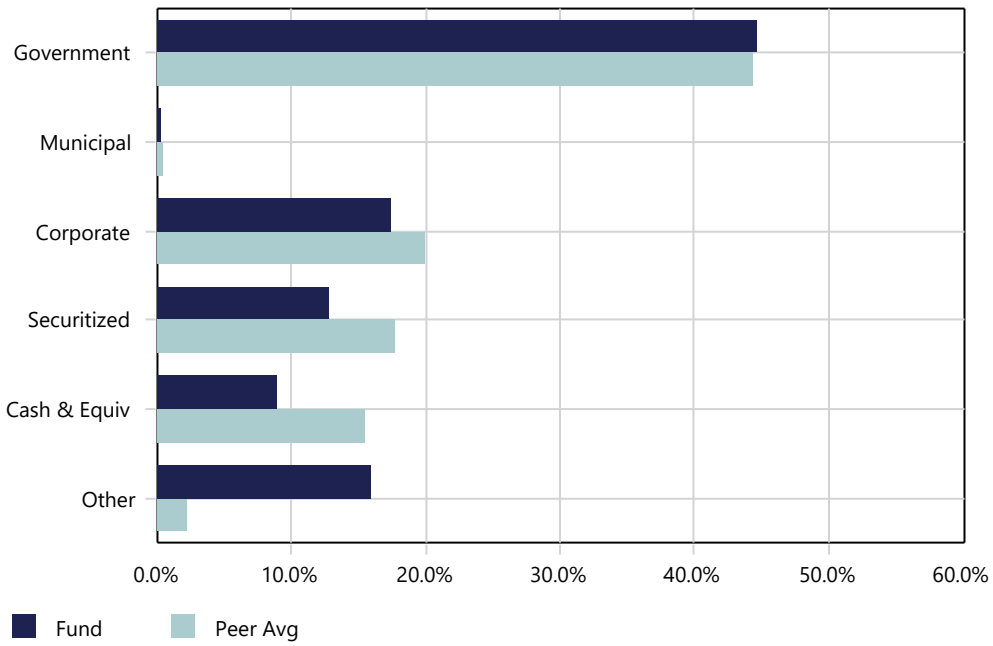
Vanguard Target Retirement 2045 Fund

As of September 30, 2024

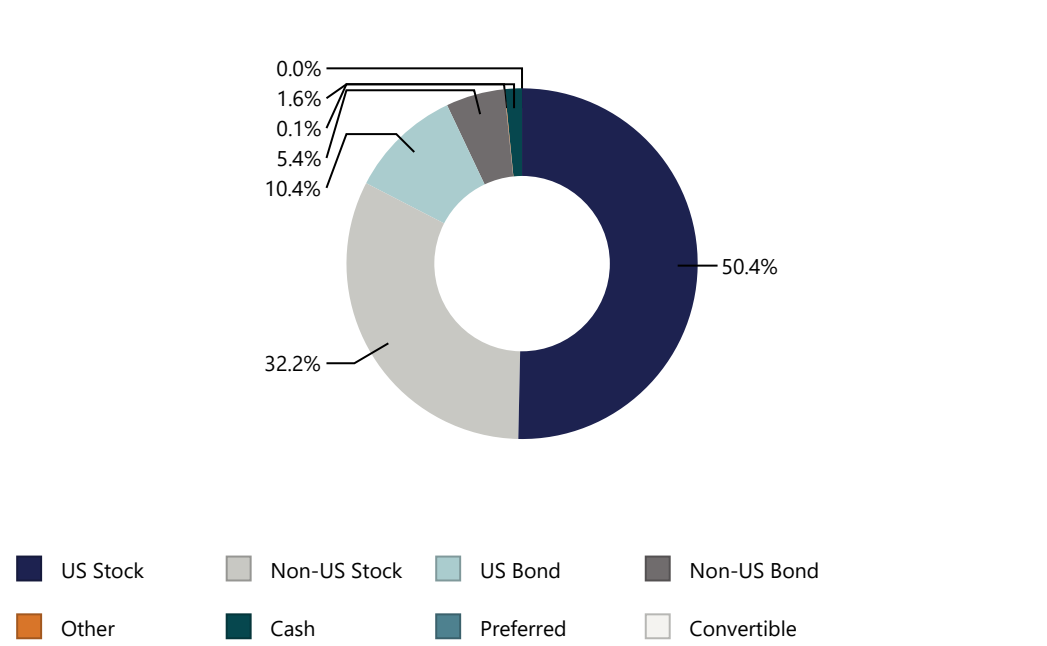
Benchmark: Morningstar Lifetime Mod 2045 TR USD

Peer Group: Target-Date 2045

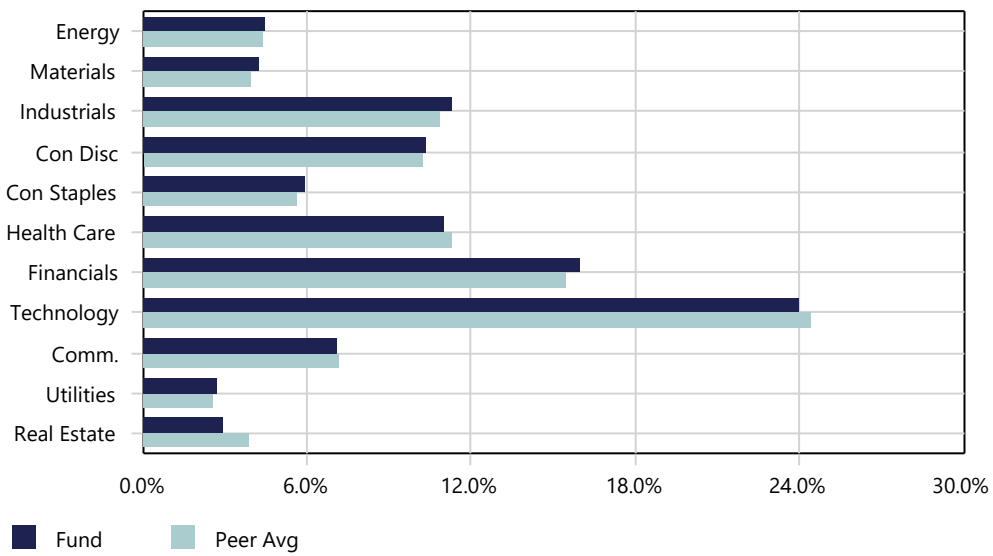
Fixed Income Sector Allocation As of 08/31/2024



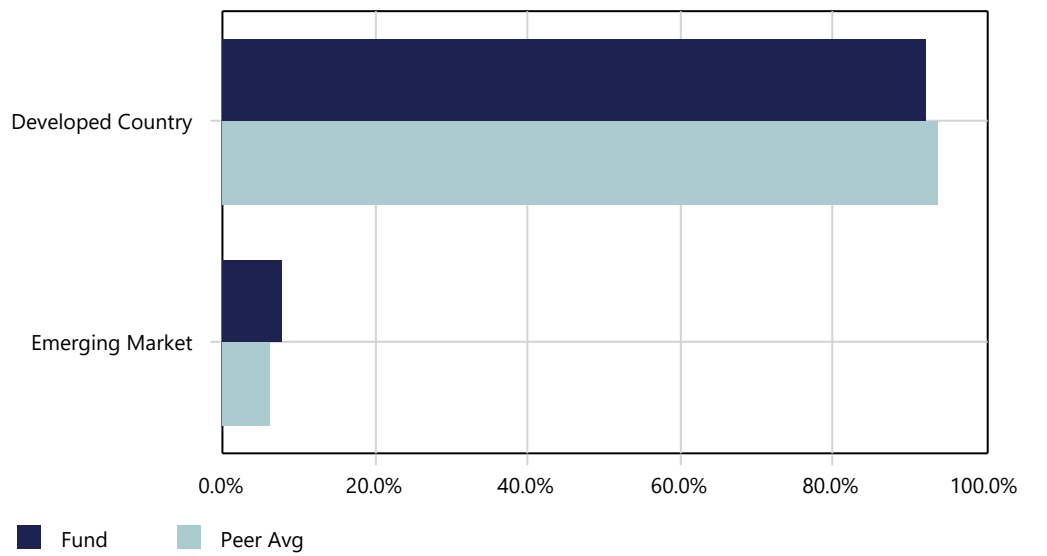
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2050 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2050 TR USD

Peer Group: Target-Date 2050

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2050 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$77,441 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VFIFX
PM Tenure :	11 Years 7 Months	Inception Date :	06/07/2006
Fund Style :	Target-Date 2050	Fund Assets :	\$77,441 Million
Portfolio Turnover :	2%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.71	16.36	28.91	6.83	11.05	9.55	9.13	8.01	0.08	07/01/2006
Benchmark	7.46	15.54	28.55	5.97	9.92	8.77	8.39	7.72	-	
Excess	-0.75	0.82	0.36	0.86	1.13	0.78	0.74	0.29	-	

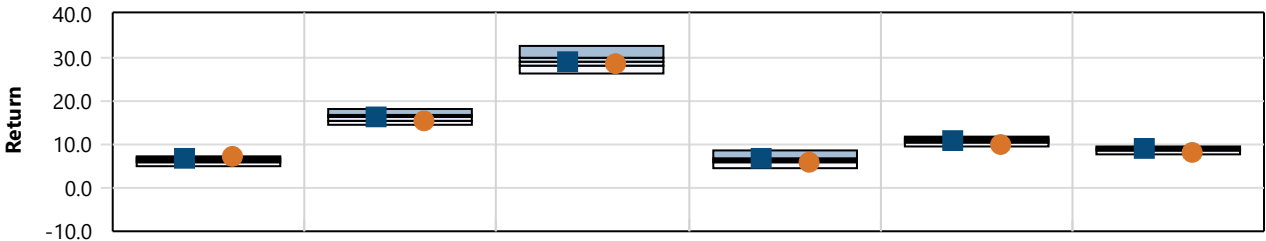
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	20.17	-17.46	16.41	16.39	24.98	-7.90	21.39
Benchmark	17.85	-16.91	16.60	12.91	25.09	-8.41	20.78
Excess	2.32	-0.55	-0.19	3.48	-0.11	0.51	0.61

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,110 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.21 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.71 (22)	16.36 (48)	28.91 (57)	6.83 (30)	11.05 (33)	9.13 (31)
● Benchmark	7.46 (1)	15.54 (75)	28.55 (67)	5.97 (68)	9.92 (89)	8.39 (76)
5th Percentile	7.10	18.38	32.70	8.43	11.67	9.62
1st Quartile	6.65	16.81	29.96	6.98	11.16	9.19
Median	6.28	16.33	29.12	6.40	10.74	8.81
3rd Quartile	5.95	15.52	28.04	5.72	10.28	8.42
95th Percentile	4.95	14.47	26.51	4.77	9.52	7.76

Population	214	213	212	201	183	151
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Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	53.6 %
Vanguard Total Intl Stock Index	36.0 %
Vanguard Total Bond Market II Idx	6.6 %
Vanguard Total Intl Bd II Idx Instl	3.0 %
Total	99.2 %

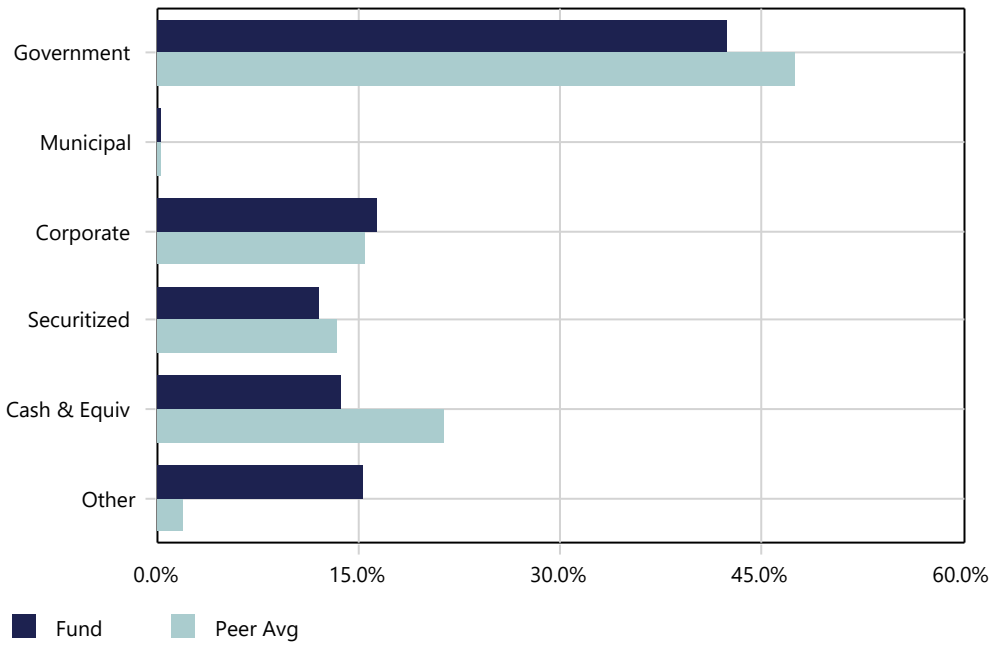
Vanguard Target Retirement 2050 Fund

As of September 30, 2024

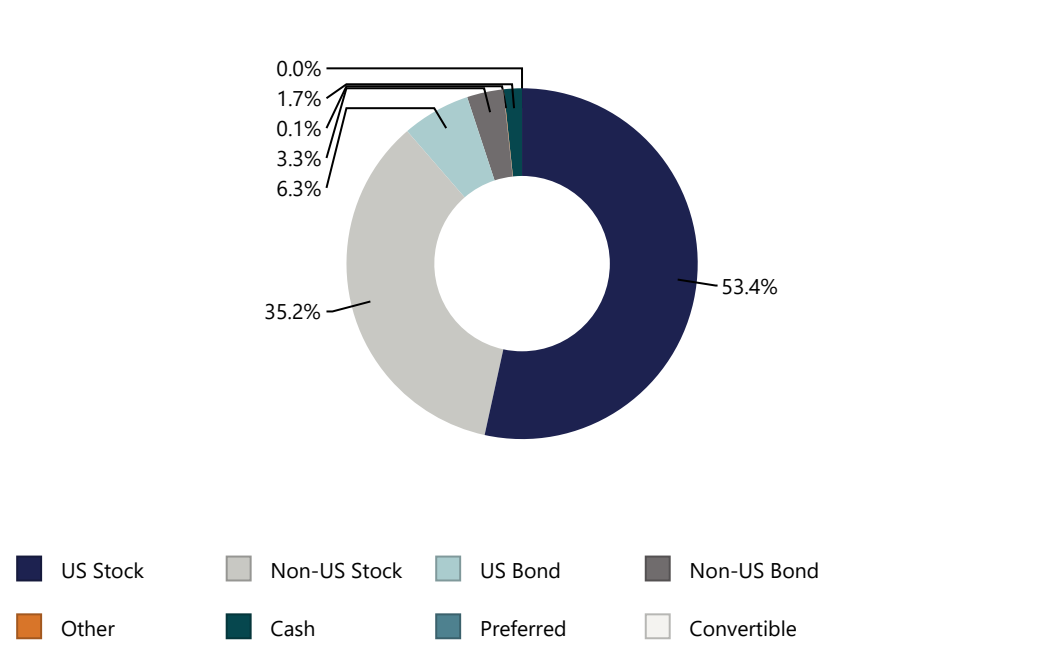
Benchmark: Morningstar Lifetime Mod 2050 TR USD

Peer Group: Target-Date 2050

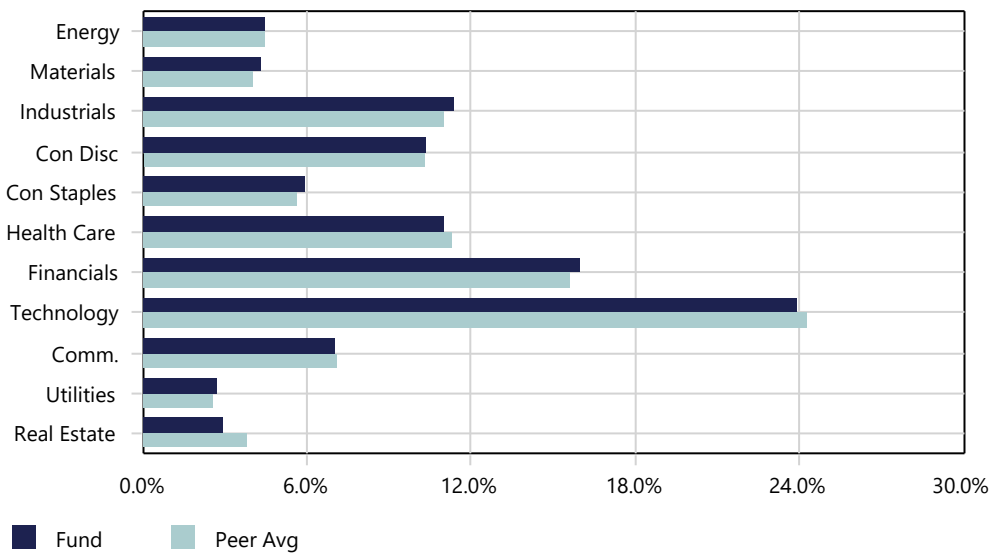
Fixed Income Sector Allocation As of 08/31/2024



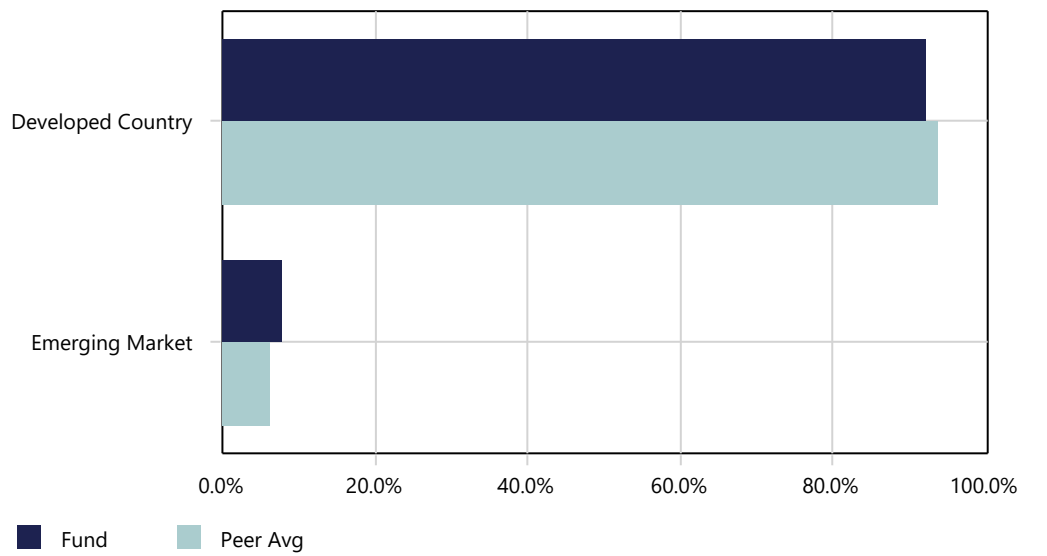
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2055 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2055 TR USD

Peer Group: Target-Date 2055

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2055 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$52,016 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VFFVX
PM Tenure :	11 Years 7 Months	Inception Date :	08/18/2010
Fund Style :	Target-Date 2055	Fund Assets :	\$52,016 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.73	16.37	28.92	6.84	11.05	9.54	9.11	10.71	0.08	09/01/2010
Benchmark	7.52	15.60	28.66	5.98	9.93	8.74	8.36	9.93	-	
Excess	-0.79	0.77	0.26	0.86	1.12	0.80	0.75	0.78	-	

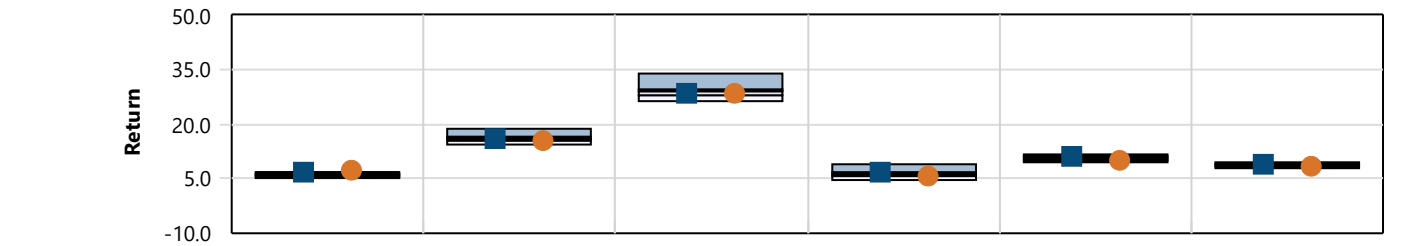
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	20.16	-17.46	16.44	16.32	24.98	-7.89	21.38
Benchmark	17.90	-16.93	16.50	12.91	25.05	-8.57	20.95
Excess	2.26	-0.53	-0.06	3.41	-0.07	0.68	0.43

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,160 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.21 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.73 (25)	16.37 (53)	28.92 (63)	6.84 (33)	11.05 (38)	9.11 (38)
● Benchmark	7.52 (1)	15.60 (79)	28.66 (69)	5.98 (71)	9.93 (91)	8.36 (83)
5th Percentile	7.09	18.88	33.92	8.94	11.76	9.73
1st Quartile	6.73	16.87	30.01	7.00	11.28	9.25
Median	6.28	16.40	29.27	6.44	10.85	8.86
3rd Quartile	5.97	15.71	28.15	5.79	10.44	8.49
95th Percentile	5.03	14.66	26.72	4.93	9.64	8.05

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	209	209	208	198	180	140

Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	53.6 %
Vanguard Total Intl Stock Index	36.0 %
Vanguard Total Bond Market II Idx	6.7 %
Vanguard Total Intl Bd II Idx Instl	3.0 %
Total	99.3 %

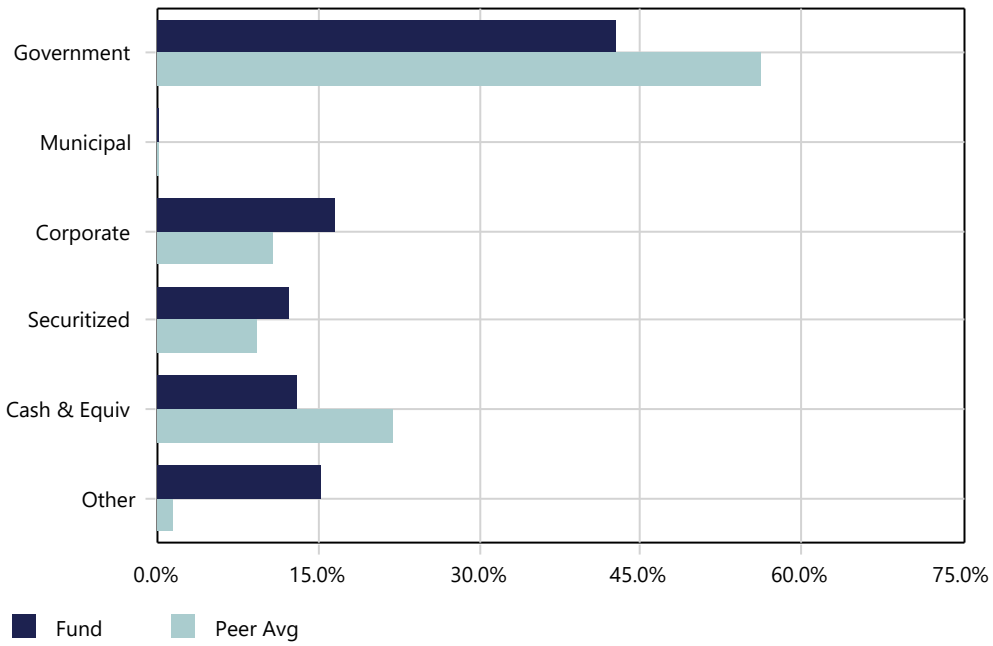
Vanguard Target Retirement 2055 Fund

As of September 30, 2024

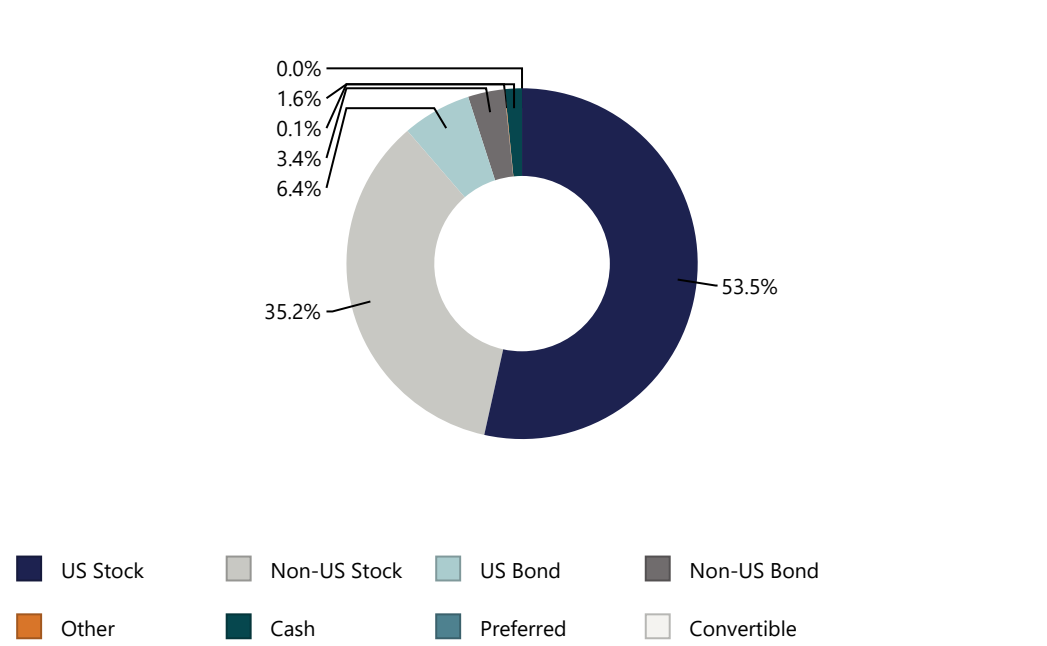
Benchmark: Morningstar Lifetime Mod 2055 TR USD

Peer Group: Target-Date 2055

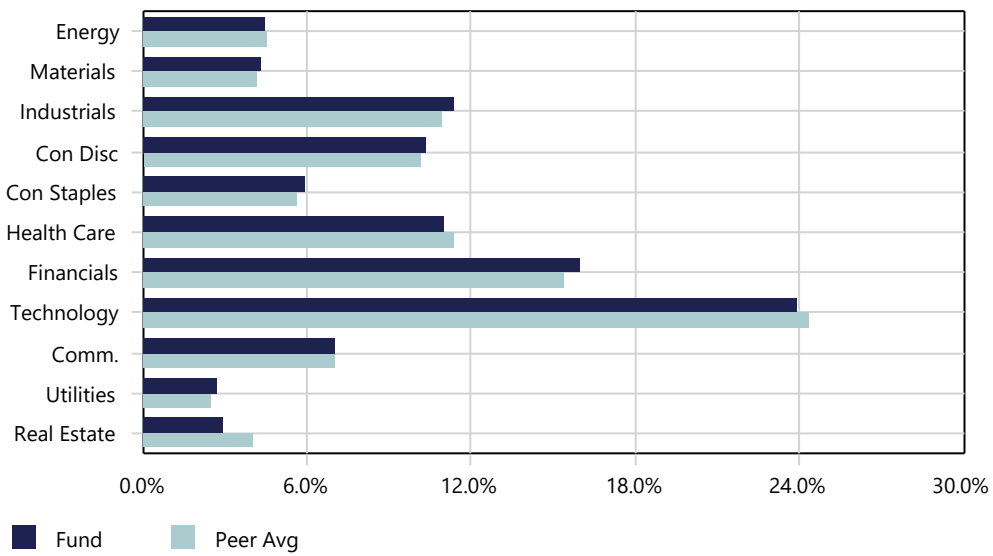
Fixed Income Sector Allocation As of 08/31/2024



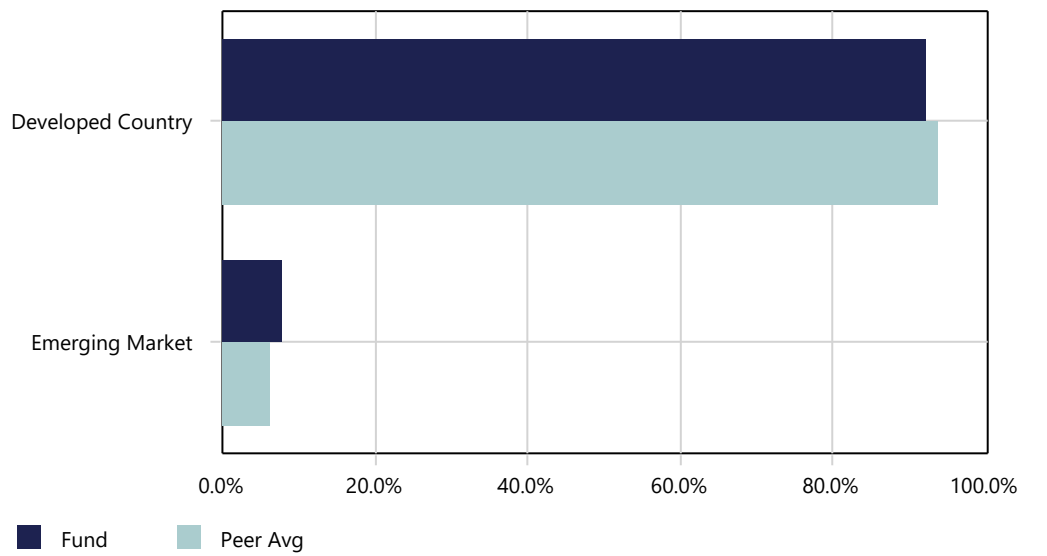
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2060 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2060 TR USD

Peer Group: Target-Date 2060

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2060 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$29,576 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VTTX
PM Tenure :	11 Years 7 Months	Inception Date :	01/19/2012
Fund Style :	Target-Date 2060	Fund Assets :	\$29,576 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.72	16.37	28.93	6.84	11.05	9.55	9.11	10.22	0.08	02/01/2012
Benchmark	7.57	15.55	28.62	5.91	9.87	8.66	8.28	9.28	-	
Excess	-0.85	0.82	0.31	0.93	1.18	0.89	0.83	0.94	-	

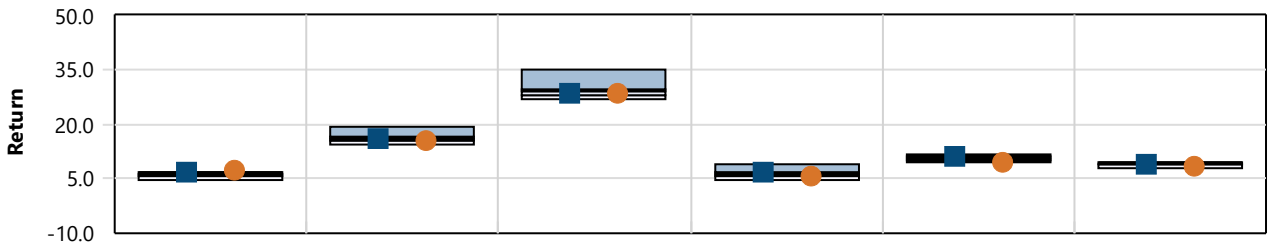
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	20.18	-17.46	16.44	16.32	24.96	-7.87	21.36
Benchmark	17.86	-16.98	16.33	12.89	24.96	-8.69	21.06
Excess	2.32	-0.48	0.11	3.43	0.00	0.82	0.30

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,110 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.21 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.72 (25)	16.37 (53)	28.93 (62)	6.84 (32)	11.05 (40)	9.11 (60)
● Benchmark	7.57 (1)	15.55 (80)	28.62 (69)	5.91 (73)	9.87 (92)	8.28 (94)

Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	53.6 %
Vanguard Total Intl Stock Index	36.0 %
Vanguard Total Bond Market II Idx	6.6 %
Vanguard Total Intl Bd II Idx Instl	3.0 %

Total 99.2 %

5th Percentile	7.07	19.30	35.11	9.29	11.95	9.75
1st Quartile	6.70	16.93	30.05	7.04	11.32	9.46
Median	6.29	16.39	29.26	6.39	10.85	9.16
3rd Quartile	5.97	15.73	28.25	5.78	10.42	8.85
95th Percentile	4.96	14.63	27.03	4.95	9.71	8.10

Population	209	209	208	198	171	43
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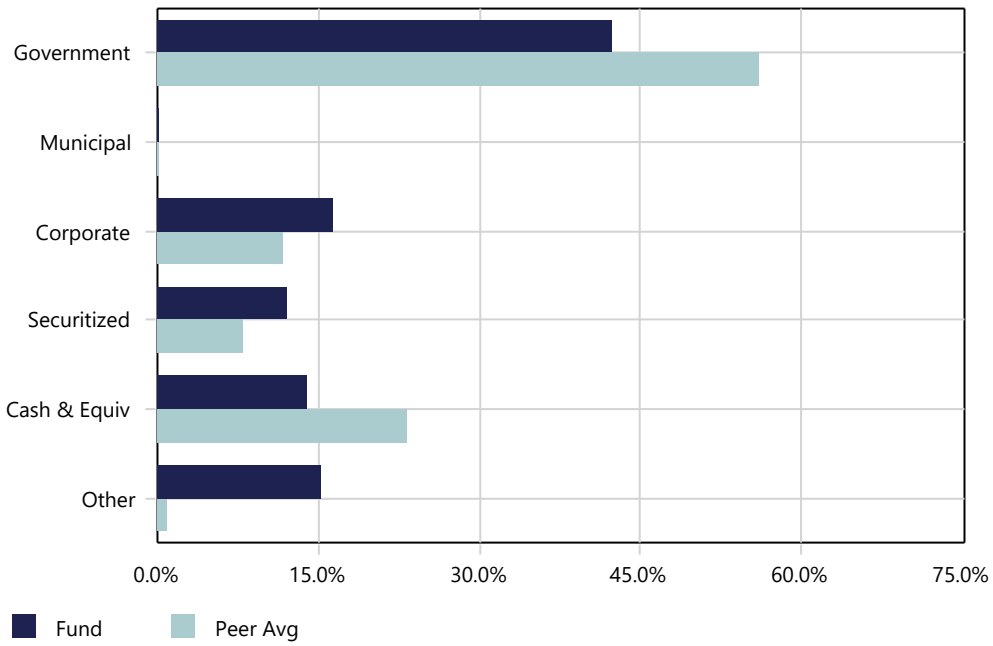
Vanguard Target Retirement 2060 Fund

As of September 30, 2024

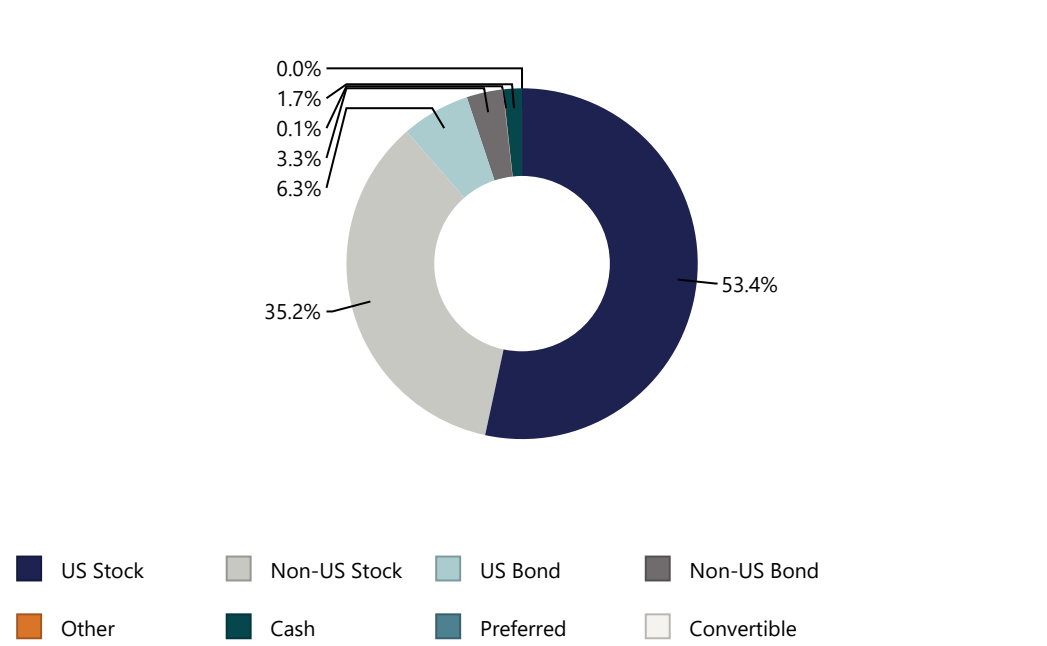
Benchmark: Morningstar Lifetime Mod 2060 TR USD

Peer Group: Target-Date 2060

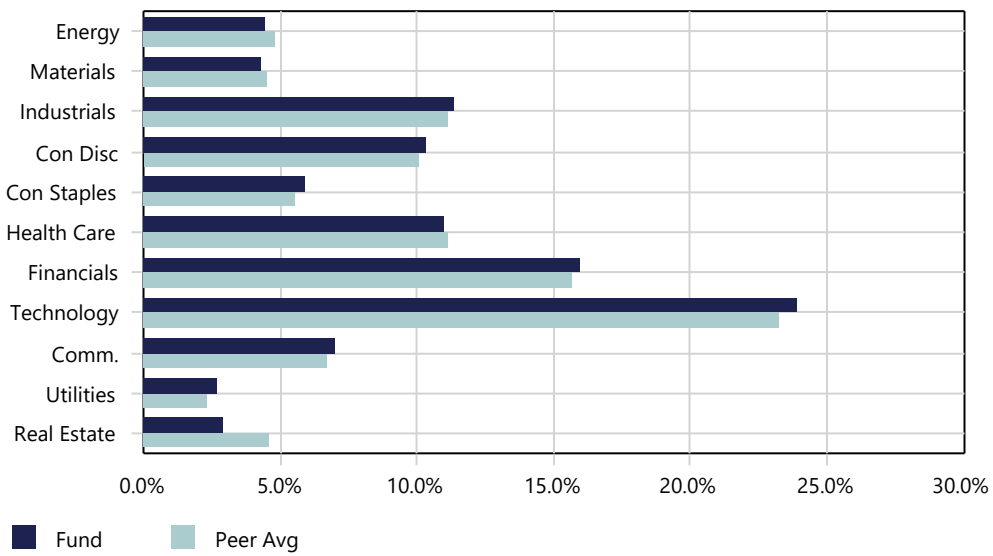
Fixed Income Sector Allocation As of 08/31/2024



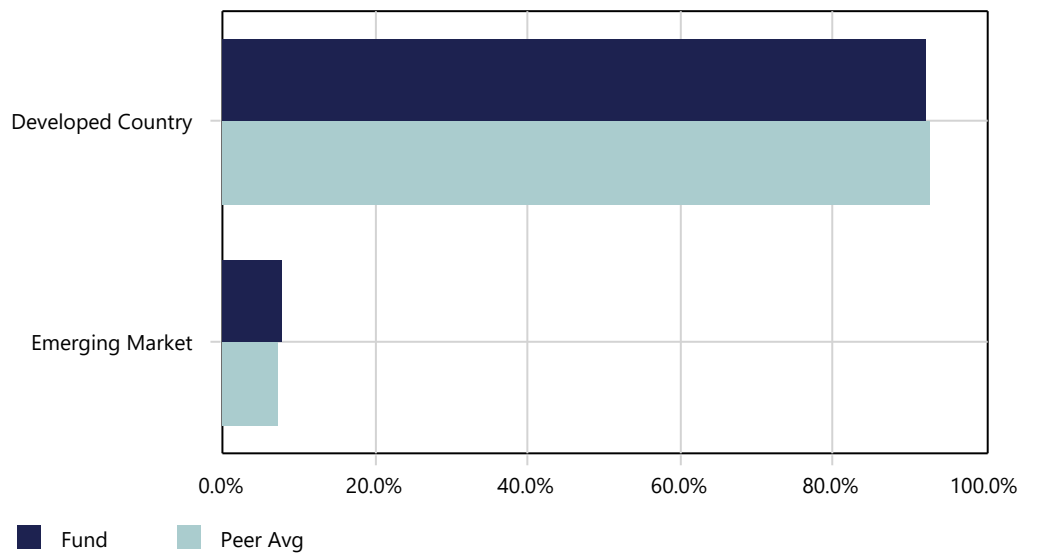
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2065 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2065 TR USD

Peer Group: Target-Date 2065+

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2065 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$8,843 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VLXVX
PM Tenure :	7 Years 2 Months	Inception Date :	07/12/2017
Fund Style :	Target-Date 2065+	Fund Assets :	\$8,843 Million
Portfolio Turnover :	1%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.74	16.39	28.95	6.87	11.04	9.53	-	9.66	0.08	08/01/2017
Benchmark	7.62	15.46	28.51	5.81	9.79	8.47	8.21	8.61	-	
Excess	-0.88	0.93	0.44	1.06	1.25	1.06	-	1.05	-	

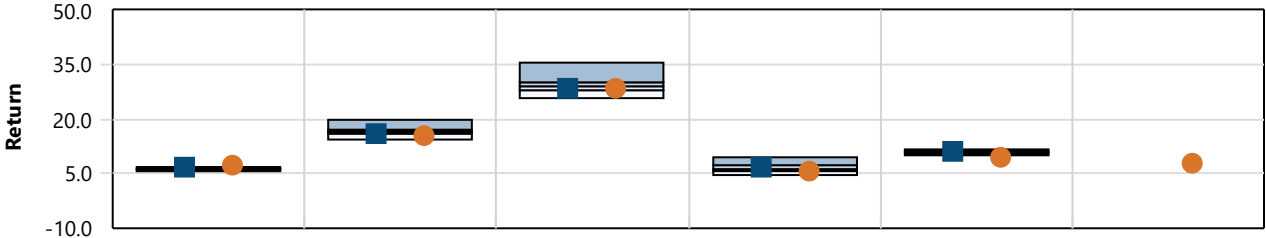
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	20.15	-17.39	16.46	16.17	24.96	-7.95	-
Benchmark	17.78	-17.00	16.10	12.88	24.74	-9.25	21.06
Excess	2.37	-0.39	0.36	3.29	0.22	1.30	-

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,158 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.21 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.74 (23)	16.39 (56)	28.95 (61)	6.87 (34)	11.04 (56)	-
● Benchmark	7.62 (1)	15.46 (83)	28.51 (71)	5.81 (73)	9.79 (100)	8.21 (-)
5th Percentile	7.05	20.01	35.89	9.73	11.92	-
1st Quartile	6.65	17.05	30.12	7.25	11.53	-
Median	6.20	16.46	29.27	6.45	11.16	-
3rd Quartile	6.00	15.93	28.27	5.77	10.71	-
95th Percentile	5.61	14.41	26.26	4.91	10.03	-

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	246	202	201	153	35	0

Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	53.6 %
Vanguard Total Intl Stock Index	35.9 %
Vanguard Total Bond Market II Idx	6.6 %
Vanguard Total Intl Bd II Idx Instl	3.0 %
Total	99.1 %

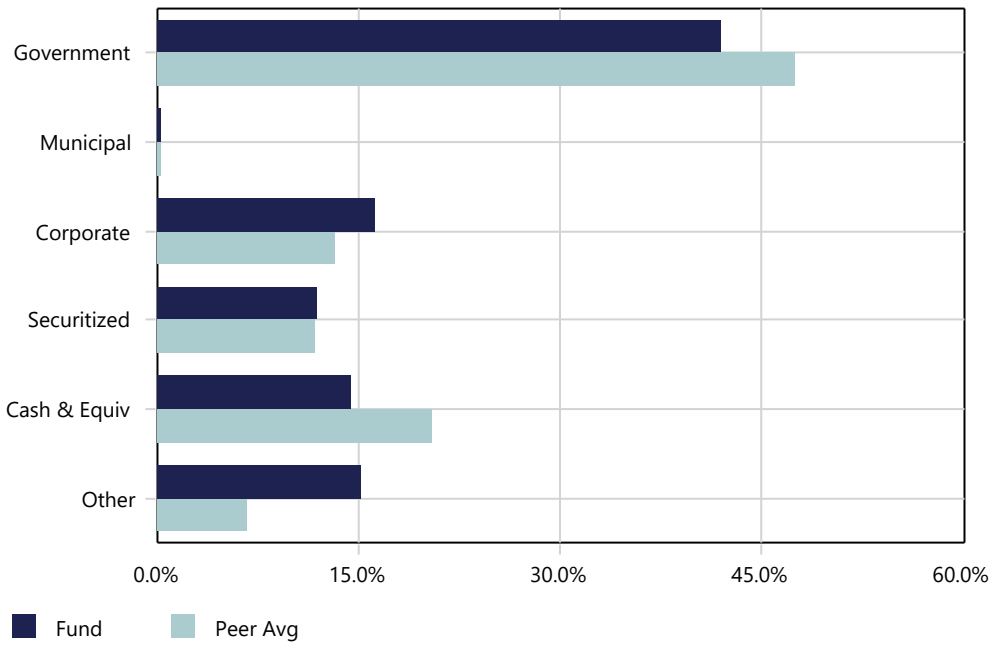
Vanguard Target Retirement 2065 Fund

As of September 30, 2024

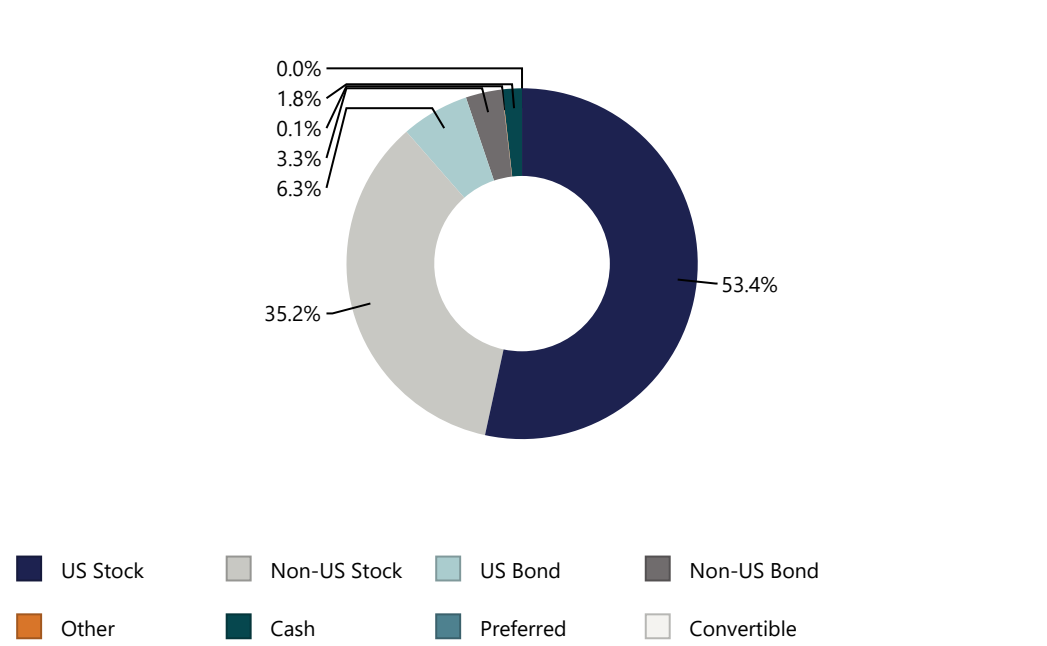
Benchmark: Morningstar Lifetime Mod 2065 TR USD

Peer Group: Target-Date 2065+

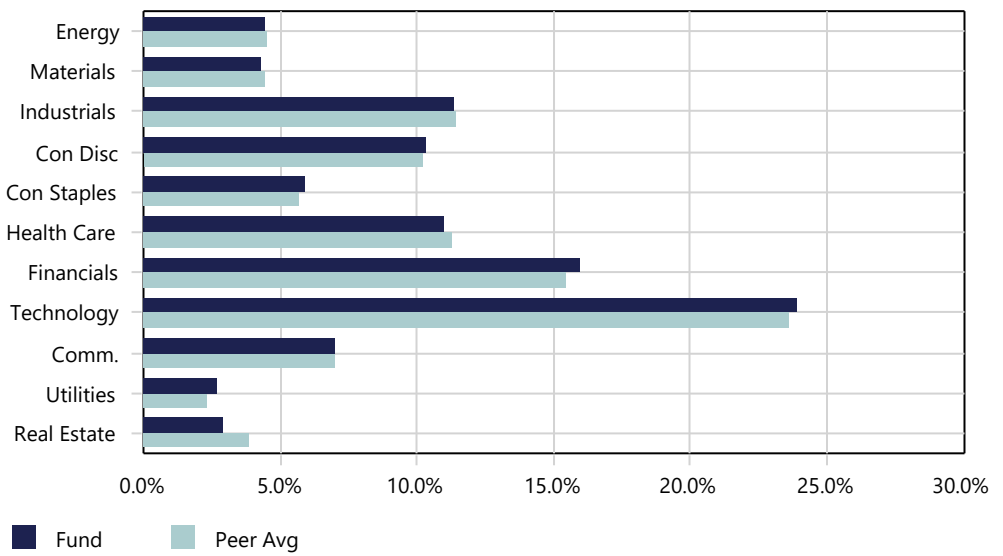
Fixed Income Sector Allocation As of 08/31/2024



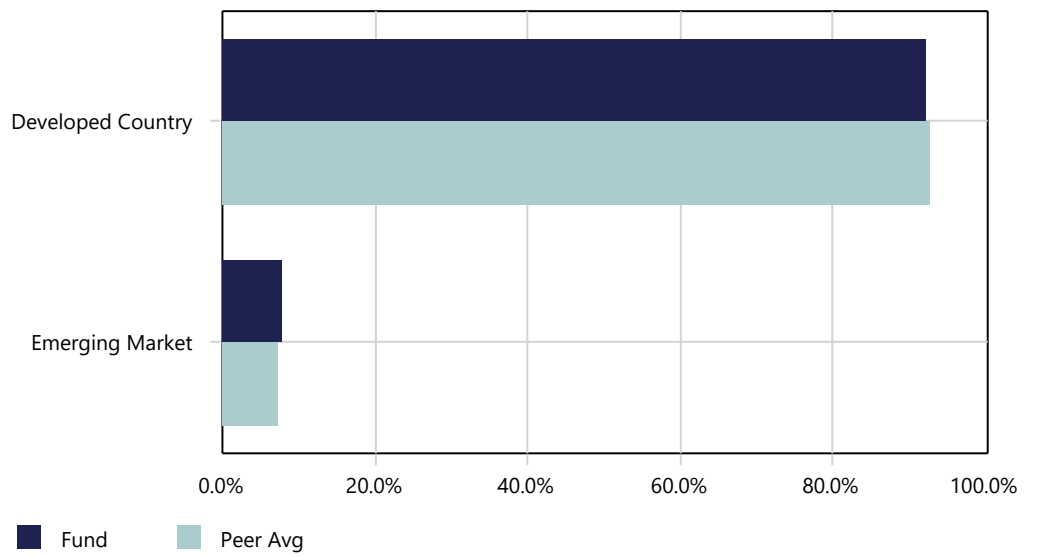
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Vanguard Target Retirement 2070 Fund

As of September 30, 2024

Benchmark: Morningstar Lifetime Mod 2065 TR USD

Peer Group: Target-Date 2065+

Fund Investment Policy

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds (underlying funds) according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2070 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Fund Information

Portfolio Assets :	\$1,036 Million	Fund Family :	Vanguard
Portfolio Manager :	Team Managed	Ticker :	VSVNX
PM Tenure :	2 Years 3 Months	Inception Date :	06/28/2022
Fund Style :	Target-Date 2065+	Fund Assets :	\$1,036 Million
Portfolio Turnover :	2%		

Trailing Performance

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Expense Ratio	Inception Date
Manager	6.73	16.37	28.98	-	-	-	-	17.15	0.08	07/01/2022
Benchmark	7.62	15.46	28.51	5.81	9.79	8.47	8.21	16.30	-	
Excess	-0.89	0.91	0.47	-	-	-	-	0.85	-	

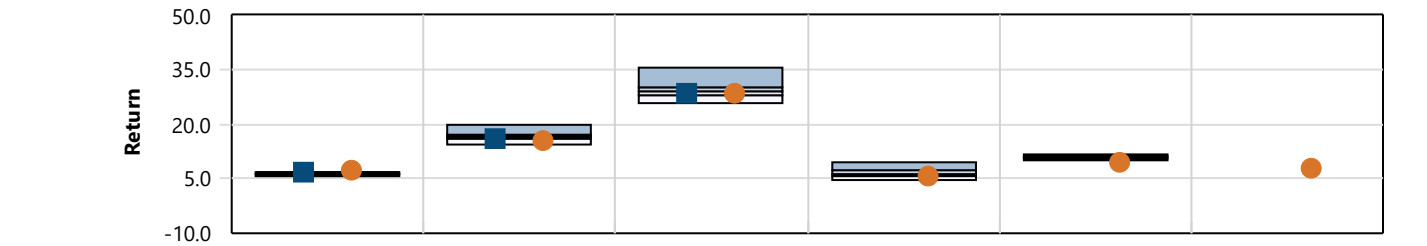
Calendar Year Performance

	2023	2022	2021	2020	2019	2018	2017
Manager	20.24	-	-	-	-	-	-
Benchmark	17.78	-17.00	16.10	12.88	24.74	-9.25	21.06
Excess	2.46	-	-	-	-	-	-

Fund Characteristics As of 09/30/2024

Total Securities	6
Avg. Market Cap	\$96,569 Million
P/E	18.0
P/B	2.4
Div. Yield	2.2%
Avg. Coupon	3.22 %
Avg. Effective Maturity	8.55

Trailing Returns vs Peers



	QTD	YTD	1 Year	3 Years	5 Years	10 Years
■ Manager	6.73 (23)	16.37 (58)	28.98 (59)	-	-	-
● Benchmark	7.62 (1)	15.46 (83)	28.51 (71)	5.81 (73)	9.79 (100)	8.21 (-)
5th Percentile	7.05	20.01	35.89	9.73	11.92	-
1st Quartile	6.65	17.05	30.12	7.25	11.53	-
Median	6.20	16.46	29.27	6.45	11.16	-
3rd Quartile	6.00	15.93	28.27	5.77	10.71	-
95th Percentile	5.61	14.41	26.26	4.91	10.03	-

	QTD	YTD	1 Year	3 Years	5 Years	10 Years
Population	246	202	201	153	35	0

Top Ten Securities As of 08/31/2024

Vanguard Total Stock Mkt Idx Instl	54.1 %
Vanguard Total Intl Stock Index	35.9 %
Vanguard Total Bond Market II Idx	7.0 %
Vanguard Total Intl Bd II Idx Instl	3.0 %
Total	99.9 %

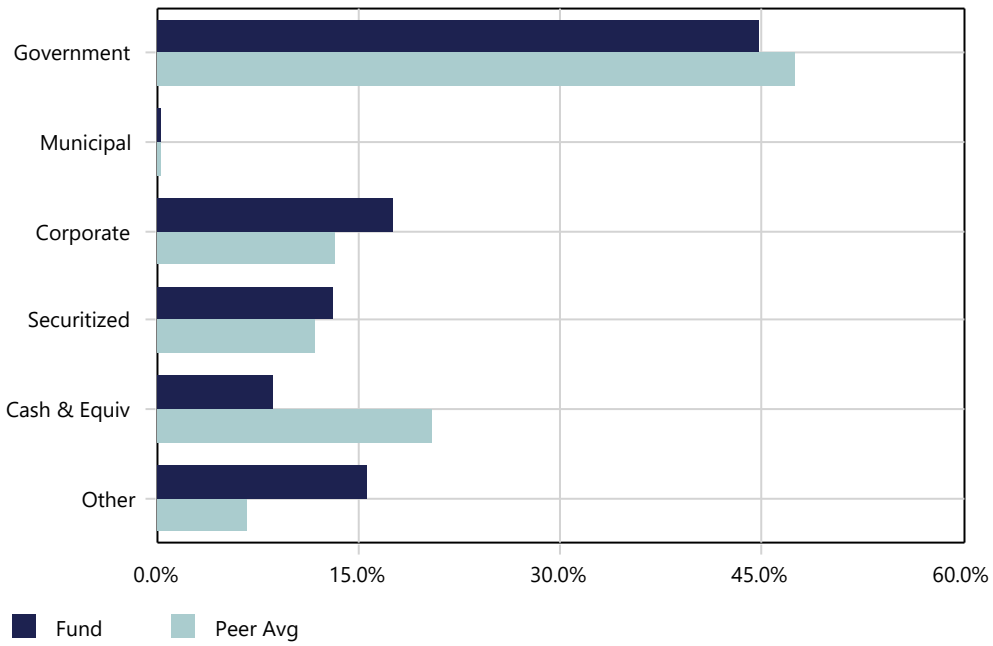
Vanguard Target Retirement 2070 Fund

As of September 30, 2024

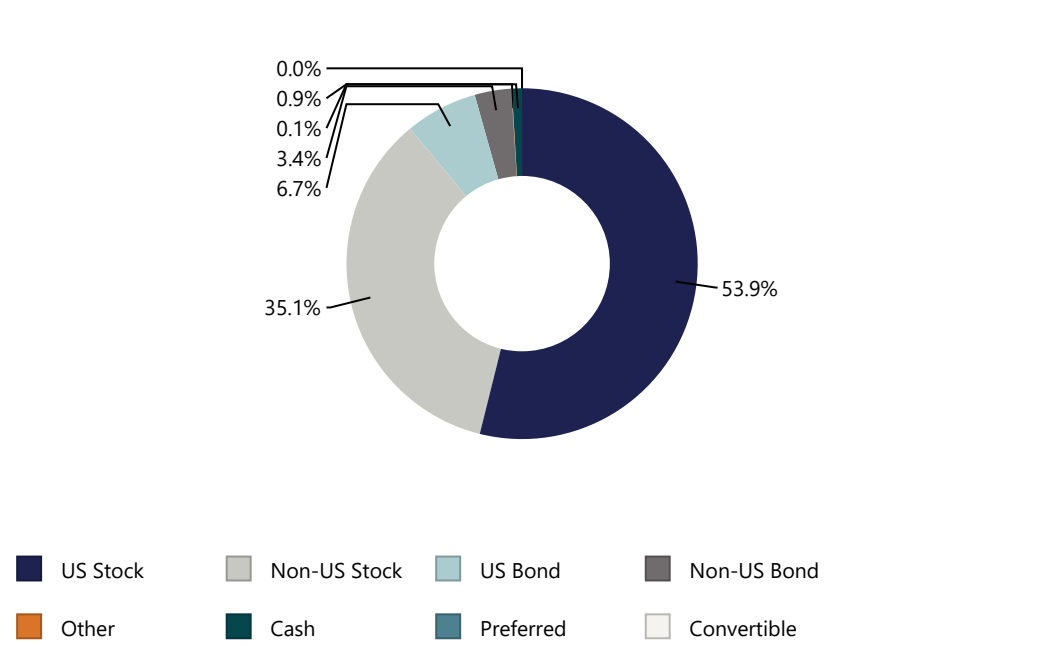
Benchmark: Morningstar Lifetime Mod 2065 TR USD

Peer Group: Target-Date 2065+

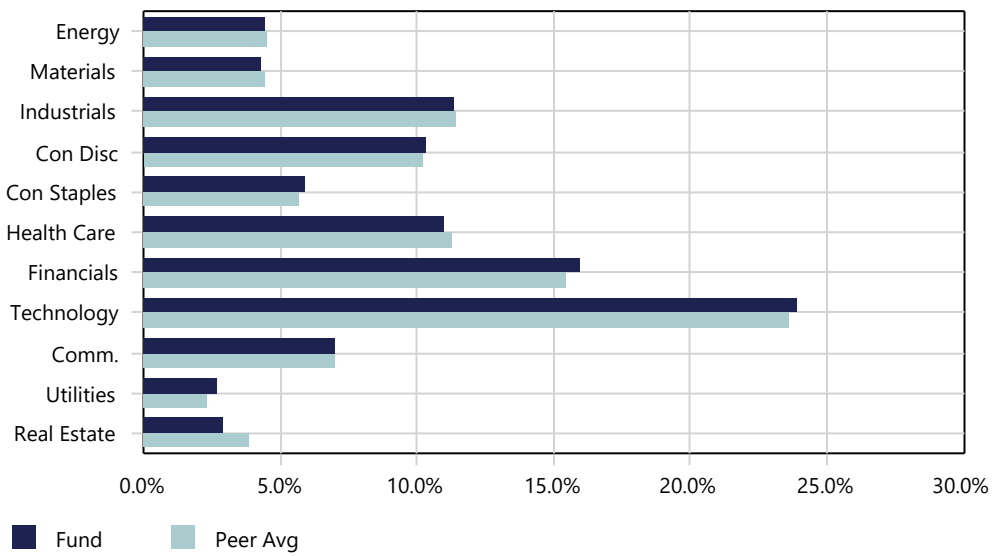
Fixed Income Sector Allocation As of 08/31/2024



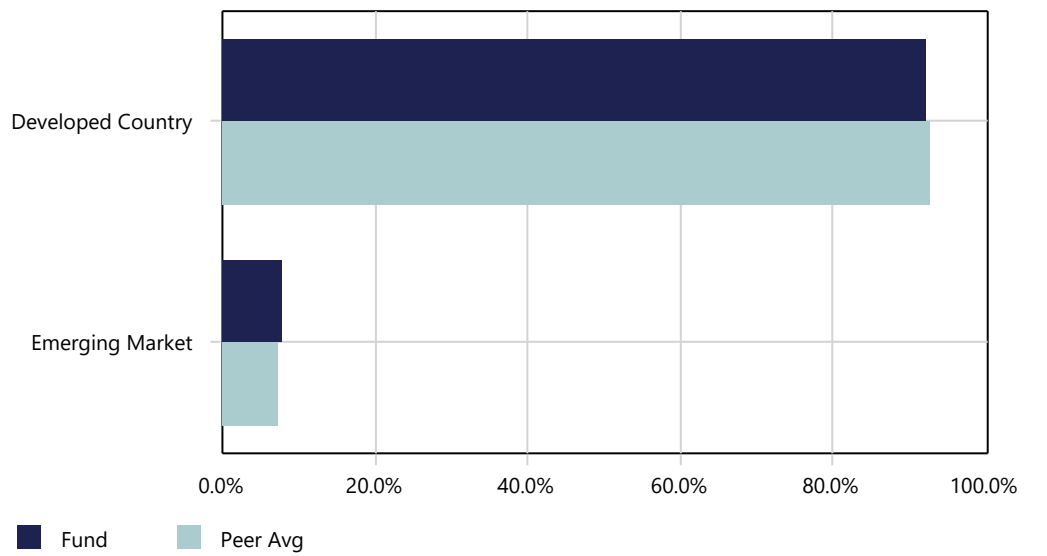
Asset Allocation As of 08/31/2024



Equity Sector Allocation As of 08/31/2024



Region Allocation As of 08/31/2024



Important Disclosures:

The material in this Report is intended solely for the use of the persons to whom it has been delivered. This information is being provided as a part of the services you receive from your Hyas Group Consultant and does not supersede or replace your customer account statement provided by your custodian ("Custodial Statement"). Information in this Report may vary from the information in your Custodial Statement as a result of differences in accounting procedures, reporting dates, or valuation methodologies of certain securities. The market values reflected in this Report may vary slightly from the market values in your Custodial Statement. The information in this Report is as of the date(s) noted and subject to daily market fluctuation.

Sources of Information. Material in this Report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness, or timeliness. The performance produced herein is calculated utilizing custodian data downloads and manually entered material. Although we take every precaution to ensure accuracy, we are not able to guarantee complete accuracy.

No Tax or Legal Advice. When Hyas Group, its affiliates and Hyas Group Consultants provide "investment advice" regarding a retirement or welfare benefit plan account, an individual retirement account or a Coverdell education savings account ("Retirement Account"), Hyas Group is a "fiduciary" as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or the Internal Revenue Code of 1986 (the "Code"), as applicable. When Hyas Group provides investment education or otherwise does not provide "investment advice", Hyas Group will not be considered a "fiduciary" under ERISA and/or the Code. Tax laws are complex and subject to change. Hyas Group does not provide tax or legal advice.

Key Asset Class Risk Disclosures. Investing involves market risk, including possible loss of principal. Please refer to Hyas Group's Form ADV Brochure for more information about the risks associated with certain investment products. The Hyas Group's Form ADV Brochure is available upon request.

ALL MUTUAL FUND PRODUCTS AND EXCHANGE-TRADED FUNDS ARE SOLD BY PROSPECTUS, WHICH CONTAINS MORE COMPLETE INFORMATION ABOUT A FUND, ITS EXPENSES AND MATERIAL RISKS RELATED TO THAT FUND'S INVESTMENT STRATEGY.

PLEASE CONTACT YOUR HYAS GROUP CONSULTANT FOR A COPY OF A FUND'S PROSPECTUS.

PLEASE READ THE PROSPECTUS AND CONSIDER THE FUND'S INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES CAREFULLY BEFORE INVESTING. THE PROSPECTUS CONTAINS THIS AND OTHER IMPORTANT INFORMATION ABOUT THE FUND.

Performance. Performance results illustrated herein do not reflect a deduction of any investment advisory fees charged by Hyas Group or any investment manager but do include the fund's internal expenses. Performance results are annualized for time periods greater than one year and include all cash and cash equivalents, realized and unrealized capital gains and losses, and dividends, interest, and income. The investment results depicted herein represent historical performance. As a result of recent market activity, current performance may vary from the figures shown. Past performance is not a guarantee of future results.

The underlying fund's internal expenses (also known as the expense ratio) generally covers investment management fees, marketing, and distribution fees (also known as 12b-1 fees) and other operating expenses of the fund. The expense ratios being displayed for mutual funds reflect each fund's prospectus "net" expenses as provided by Morningstar. Such "net" expenses are subject to change and may increase at any time.

To learn more about the Hyas Group advisory services, please see the Hyas Group ADV Brochure for more information. It is available from your Hyas Group Consultant.

Performance data quoted is historical. Past performance does not guarantee future results. Current performance may be higher or lower than the performance quoted. You can obtain performance data current to the most recent month-end for each fund by visiting the fund company website. The investment return and principal value of an investment will fluctuate such that an investor's shares, when redeemed, may be worth more or less than their original cost. Total

returns include reinvestment of dividends and capital gains and are net of all fund fees and expenses.

Performance figures are based on Net Asset Value (NAV) within a qualified retirement plan. If an individual were to purchase shares outside of a qualified plan, they would likely be subject to all, or a portion of, any applicable sales charges. These charges would lower the performance indicated above.

Each fund's performance may, from time to time, have been affected significantly by material market and economic conditions, including interest rates, market trends, and general business and economic cycles, which may or may not be repeated in the future. Also, keep in mind that any double-digit returns are highly unusual and cannot be sustained. Such returns are primarily achieved during favorable market conditions.

Indices are unmanaged. An investor cannot invest directly in an index. They are shown for illustrative purposes only and do not represent the performance of any specific investment. Index returns include the reinvestment of all dividends, but do not reflect the payment of transaction costs, advisory fees or expenses that are associated with an investment. The indices selected by Hyas Group to measure performance are representative of broad asset classes. Hyas Group retains the right to change representative indices at any time. Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment a client selects. Past performance does not guarantee future results.

The "Investment Policy Statement Compliance Report" indicates funds that are on the Plan's Watch List, as based on investment monitoring criteria which is provided to Hyas Group by the plan sponsor. The plan sponsor should inform its Hyas Group Consultant of any changes to the plan's investment policy.

Fund data provided by Morningstar.

Peer Groups. Peer Groups are a collection of similar investment strategies that essentially group investment products that share the same investment approach. Peer Groups are used for comparison purposes to compare and illustrate a client's investment portfolio versus its peer across various quantitative metrics like performance and risk. Peer Group comparison is conceptually another form of benchmark comparison whereby the actual investment can be ranked versus its peer across various quantitative metrics. All Peer Group data are provided by Investment Metrics, LLC. The URL below provides all the definitions and methodology about the various Peer Groups <https://www.invmetrics.com/style-peer-groups>

Peer Group Ranking Methodology. A percentile rank denotes the value of a product in which a certain percent of observations falls within a peer group. The range of percentile rankings is between 1 and 100, where 1 represents a high statistical value and 100 represents a low statistical value. The 30th percentile, for example, is the value in which 30% of the highest observations may be found, the 65th percentile is the value in which 65% of the highest observations may be found, and so on.

Percentile rankings are calculated based on a normalized distribution ranging from 1 to 100 for all products in each peer group, where a ranking of 1 denotes a high statistical value and a ranking of 100 denotes a low statistical value. It is important to note that the same ranking methodology applies to all statistics, implying that a ranking of 1 will always mean highest value across all statistics.

For example, consider a risk/return assessment using standard deviation as a measure of risk. A percentile ranking equal to 1 for return denotes highest return, whereas a percentile ranking of 1 for standard deviation denotes highest risk among peers.

In addition, values may be used to demonstrate quartile rankings. For example, the third quartile is also known as the 75th percentile, and the median is the 50th percentile.

Hyas Group is a separate business unit within Morgan Stanley Institutional Advisors LLC.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

24-1144

Agenda Date: 11/21/2024

REPORT TO DEFERRED COMPENSATION COMMITTEE

SUBJECT

Informational Report on Third Quarter 2024 Plan Performance Presented by Nationwide

DISCUSSION

This is an informational report from the Plan recordkeeper, Nationwide, to the City's Deferred Compensation Committee. This report will be presented by Nationwide and will cover the following topic: a) Quarterly Informational Plan Performance Report.

This is an informational report, no action is to be taken by the Committee.

RECOMMENDATION

This is an informational report, staff recommends no action.

ATTACHMENT

1. Nationwide - City of Santa Clara Plan Performance Report Q3-2024

CITY OF SANTA CLARA

Plan Performance Report

457B

Quarterly Report

Q3-2024



**City of
Santa Clara**

Plan Summary

Activity	457B
Beginning Balance <small>as of 6/30/2024</small>	\$246,860,413
Contributions	\$3,101,744
Distributions	(\$3,003,157)
Fees	(\$53,926)
Loans*	(\$87,202)
Other Activity**	\$357,948
Gain (Loss)	\$11,111,880
Ending Balance <small>as of 9/30/2024</small>	\$258,287,700

*Includes Loan Repayments, Disbursements, Write-offs, and Offsets.

**Includes adjustments related to Capital Gains, Dividends, Fund Reimbursements, and Interest.



Overview

At Nationwide, we go above and beyond to deliver the right thing at the right time, so your participants get a better experience, and you get a better partner. We're proud to offer you this quarterly plan performance review; it gives you greater administrative ease in monitoring the retirement plan features and capabilities you've selected to help your employees reach their retirement goals.

We know you have many options when it comes to offering your participants retirement plan solutions. Thank you for your valued business and we look forward to helping to drive retirement readiness amongst participants.

Asset Balance

\$258,287,700

\$246,860,413
Prior Qtr

\$11,427,287
Qtr Change

Outstanding Loans

\$1,924,717

\$1,804,239
Prior Qtr

\$120,478
Qtr Change

SDBA Balance

\$19,320,111

\$19,022,388
Prior Qtr

\$297,723
Qtr Change

Participants With A Balance

1,427

1,430
Prior Qtr

-3
Qtr Change

Average Participant Balance

\$194,539

\$185,932
Prior Qtr

\$8,607
Qtr Change

New Enrollments

13

48
Prior Qtr

-35
Qtr Change

Contributions

\$3,101,744

\$4,478,654
Prior Qtr

(\$1,376,910)
Qtr Change

Loan Payments

\$184,476

\$176,283
Prior Qtr

\$8,193
Qtr Change

Rollovers / Transfers In

\$322,538

\$437,511
Prior Qtr

(\$114,972)
Qtr Change

Distributions

(\$3,003,157)

(\$7,042,765)
Prior Qtr

(\$4,039,608)
Qtr Change

Loan Disbursements

(\$271,678)

(\$238,060)
Prior Qtr

\$33,618
Qtr Change

Rollovers / Transfers Out

(\$1,595,471)

(\$3,554,975)
Prior Qtr

(\$1,959,504)
Qtr Change



Participants With A Balance

1,427

1,430
Prior Qtr

-3
Qtr Change

Average Participant Balance

\$194,539

\$185,932
Prior Qtr

\$8,607
Qtr Change

Median Participant Balance

\$93,115

\$88,828
Prior Qtr

\$4,287
Qtr Change

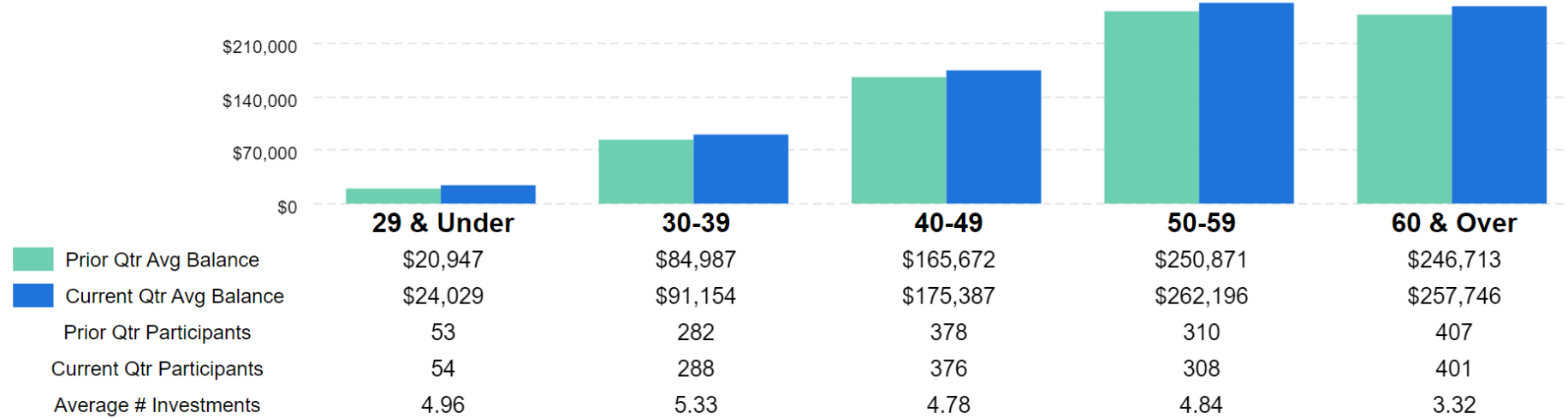
Average # of Investments

4.50

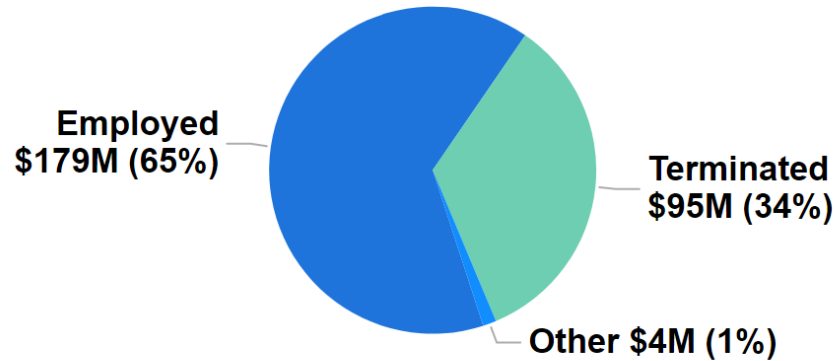
4.48
Prior Qtr

0.02
Qtr Change

Average Participant Balance By Age



Plan Assets By Employment Status



Other includes beneficiaries, disabled, etc

Roth Usage

290

Participants

\$7,362,782

Assets

ProAccount Usage

198

Participants

\$28,622,934

Assets



Participants - Optional Strategies

Total Roth Balance

\$7,362,782

\$6,803,519
Prior Qtr

\$559,263
Qtr Change

Roth Participants

290

288
Prior Qtr

2
Qtr Change

Total SDBA Balance

\$19,320,111

\$19,022,388
Prior Qtr

\$297,723
Qtr Change

SDBA Participants

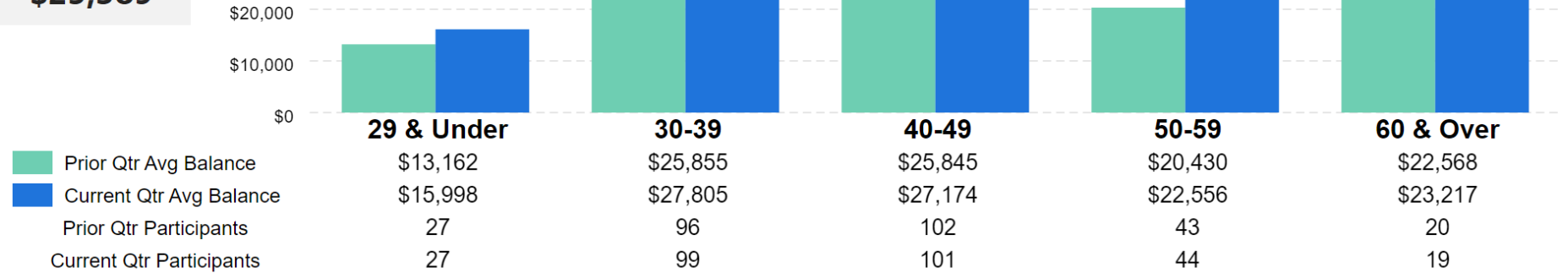
51

50
Prior Qtr

1
Qtr Change

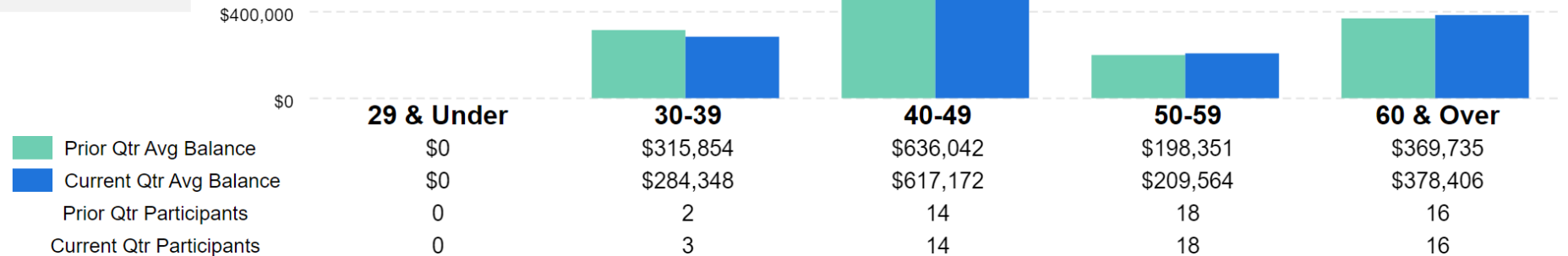
Roth Counts & Average Balance by Age

Average Roth Balance
\$25,389



SDBA Counts & Average Balance by Age

Average SDO Balance
\$378,826



Contributions

Contributions

\$3,101,744

\$4,478,654 Prior Qtr
(\$1,376,910) Qtr Change

Salary Contributions

\$2,561,794

\$3,077,383 Prior Qtr
(\$515,589) Qtr Change

Rollovers In

\$322,538

\$437,511 Prior Qtr
(\$114,972) Qtr Change

Transfers In

\$0

\$0 Prior Qtr
\$0 Qtr Change

Participants Contributing*

768

788 Prior Qtr
-20 Qtr Change

*Made a salary contribution within the quarter

Qtrly Roth Contributions

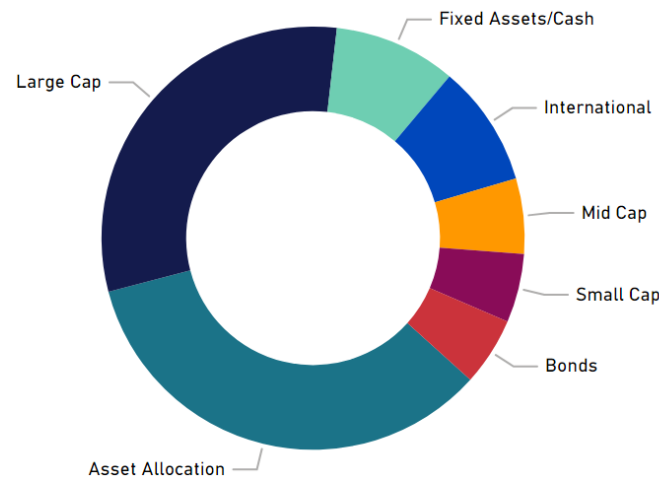
\$382,049

\$443,174 Prior Qtr
(\$61,125) Qtr Change

Contributions Activity

Type	Prior Qtr \$	Current Qtr \$	Change \$	Prior Qtr #	Current Qtr #	Change #
Salary Contribution	\$3,077,383	\$2,561,794	(\$515,589)	788	768	-20
Rollovers & Transfers	\$437,511	\$322,538	(\$114,972)	9	3	-6
Employer Contribution	\$219,886	\$187,311	(\$32,575)	314	279	-35
SDBA	\$226,190	\$30,100	(\$196,090)	2	2	0
Account Split	\$517,684	\$0	(\$517,684)	2	0	-2
Total	\$4,478,654	\$3,101,744	(\$1,376,910)	805	784	-21

Current Salary Contributions by Asset Category



Asset	Salary \$	Allocation %
Asset Allocation	\$877,428	34.25%
Bonds	\$133,662	5.22%
Fixed Assets/Cash	\$239,699	9.36%
International	\$237,816	9.28%
Large Cap	\$791,109	30.88%
Mid Cap	\$147,519	5.76%
Small Cap	\$134,561	5.25%
Total	\$2,561,794	100.00%



Key Distribution Activity

Type	Prior Qtr \$	Current Qtr \$	Change \$	Prior Qtr #	Current Qtr #	Change #
Rollovers & Transfers	(\$3,554,975)	(\$1,595,471)	(\$1,959,504)	13	11	-2
Retirement	(\$1,028,478)	(\$922,398)	(\$106,080)	56	60	4
SDBA	(\$1,371,703)	(\$392,025)	(\$979,678)	12	7	-5
RMD	(\$79,665)	(\$64,351)	(\$15,315)	9	8	-1
In Service	(\$33,000)	(\$12,602)	(\$20,398)	2	3	1
Death	(\$404,654)	(\$8,157)	(\$396,497)	4	1	-3
QDRO	\$0	(\$7,900)	\$7,900	0	2	2
*Other	(\$52,606)	(\$254)	(\$52,352)	3	1	-2
Account Split	(\$517,684)	\$0	(\$517,684)	2	0	-2
Total	(\$7,042,765)	(\$3,003,157)	(\$4,039,608)	95	90	-5

*Other Includes: Insurance Premium Payment Service Credit

Distributions

(\$3,003,157)

(\$7,042,765) Prior Qtr | (\$4,039,608) Qtr Change

Rollovers Out

(\$1,858,927)

(\$3,351,154) Prior Qtr | (\$1,492,227) Qtr Change

Transfers Out

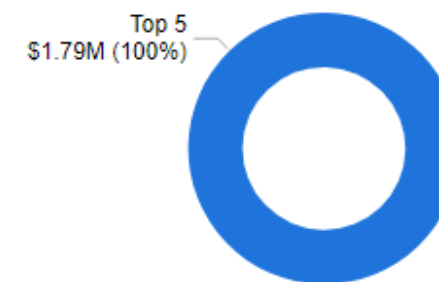
\$263,456

(\$203,821) Prior Qtr | (\$467,278) Qtr Change

Top 5 External Payees Receiving Assets

Payee	Current Qtr \$	Current Qtr #
MORGAN STANLEY SMITH BARNEY LLC	\$852,928	2
FIDELITY MANAGEMENT TRUST COMPANY	\$501,712	3
NATIONAL FINANCIAL SERVICES	\$232,641	1
THRIVENT FUNDS	\$151,640	1
AEIS INC	\$54,297	1
Total	\$1,793,218	8

% of Assets Going to Top 5 External Payees Totalling \$1.55M



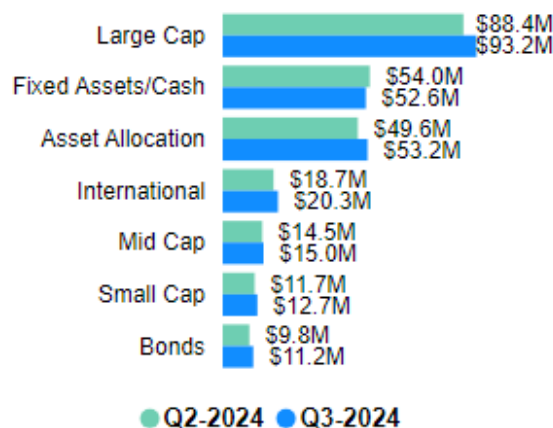
Allocation

Asset Class	Prior Qtr	Current Qtr
Asset Allocation	20.10%	20.60%
Bonds	3.97%	4.35%
Fixed Assets/Cash	21.89%	20.36%
International	7.57%	7.86%
Large Cap	35.82%	36.09%
Mid Cap	5.89%	5.81%
Small Cap	4.76%	4.93%

Asset Balances & Participant Counts

Asset Class	Prior Qtr \$	Current Qtr \$	Change \$	Prior Qtr #	Current Qtr #	Change #
Asset Allocation	\$49,617,623	\$53,212,786	\$3,595,162	655	653	-2
Bonds	\$9,802,595	\$11,232,619	\$1,430,024	397	397	0
Fixed Assets/Cash	\$54,037,906	\$52,585,882	(\$1,452,024)	650	649	-1
International	\$18,691,864	\$20,311,636	\$1,619,772	504	498	-6
Large Cap	\$88,428,864	\$93,209,839	\$4,780,975	783	786	3
Mid Cap	\$14,541,897	\$14,998,291	\$456,394	536	534	-2
Small Cap	\$11,739,664	\$12,736,647	\$996,983	496	496	0

Fund Type - Quarterly Trend



% of Balance by Asset Class & Age

Asset Class	29 & Under		30-39		40-49		50-59		60 & Over	
	\$	%	\$	%	\$	%	\$	%	\$	%
Asset Allocation	\$488,584	37.7%	\$11,036,799	43.5%	\$16,184,069	28.2%	\$10,318,302	13.4%	\$15,185,032	15.6%
Bonds	\$38,130	2.9%	\$483,638	1.9%	\$2,217,929	3.9%	\$4,978,738	6.5%	\$3,514,184	3.6%
Fixed Assets/Cash	\$22,265	1.7%	\$1,167,479	4.6%	\$5,616,298	9.8%	\$15,175,552	19.7%	\$30,604,289	31.5%
International	\$156,994	12.1%	\$2,561,731	10.1%	\$5,062,164	8.8%	\$6,300,682	8.2%	\$6,230,066	6.4%
Large Cap	\$482,183	37.2%	\$7,402,338	29.1%	\$20,937,209	36.5%	\$30,469,056	39.6%	\$33,919,053	34.9%
Mid Cap	\$53,661	4.1%	\$1,139,885	4.5%	\$4,142,272	7.2%	\$5,135,170	6.7%	\$4,527,302	4.7%
Small Cap	\$55,765	4.3%	\$1,607,515	6.3%	\$3,145,226	5.5%	\$4,606,605	6.0%	\$3,321,537	3.4%
Total	\$1,297,582	100.0%	\$25,399,384	100.0%	\$57,305,167	100.0%	\$76,984,105	100.0%	\$97,301,462	100.0%



Fund Balances & Utilization

Q3-2024
CITY OF SANTA CLARA

457B

Investment Name	Ticker	Prior Qtr \$	Current Qtr \$	Change \$	Prior Qtr #	Current Qtr #	Change #
Fid 500 Indx	FXAIX	\$50,085,997	\$53,427,398	\$3,341,400	663	675	12
Nationwide Fixed Fund		\$52,600,574	\$51,076,952	(\$1,523,622)	444	442	-2
TRowePr LgCap Gr I	TRLGX	\$29,307,656	\$30,077,045	\$769,389	528	530	2
Vngrd Trgt Rtrmt 2025 Inv	VTTVX	\$15,690,602	\$16,386,186	\$695,584	167	166	-1
Vngrd Trgt Rtrmt 2045 Inv	VTIVX	\$12,210,090	\$13,275,172	\$1,065,082	175	170	-5
Vngrd Trgt Rtrmt 2035 Inv	VTTHX	\$9,834,394	\$10,247,984	\$413,590	115	112	-3
DFA US LgCap Val Inst	DFLVX	\$9,035,210	\$9,705,396	\$670,186	344	345	1
JPM MdCap Gr R6	JMGMX	\$8,919,186	\$8,970,143	\$50,957	406	402	-4
Vngrd Intl Gr Adml	VWILX	\$7,628,096	\$8,123,668	\$495,571	365	361	-4
Fid Ttl Intl Indx	FTIHX	\$6,638,785	\$7,369,300	\$730,514	348	348	0
DFA US Trgt Val Inst	DFFVX	\$5,036,492	\$5,351,434	\$314,941	334	331	-3
Vngrd Intl Val Inv	VTRIX	\$4,424,982	\$4,818,669	\$393,687	301	300	-1
Fid US Bd Indx	FXNAX	\$3,286,463	\$4,595,933	\$1,309,469	219	302	83
Strlng Cap Ttl Rtn Bd R6	STRDX	\$4,460,043	\$4,435,160	(\$24,884)	304	223	-81
Fid MdCap Indx	FSMDX	\$3,947,179	\$4,266,158	\$318,979	139	140	1
Vngrd SmCap Gr Indx Adml	VSGAX	\$3,853,195	\$4,097,182	\$243,987	350	353	3
Fid SmCap Indx	FSSNX	\$2,849,976	\$3,288,032	\$438,055	305	310	5
Vngrd Trgt Rtrmt 2030 Inv	VTHRX	\$2,736,548	\$2,936,085	\$199,537	36	36	0
Vngrd Trgt Rtrmt 2055 Inv	VFFVX	\$2,645,091	\$2,873,702	\$228,612	77	78	1
Vngrd Trgt Rtrmt 2050 Inv	VFIFX	\$2,164,819	\$2,734,030	\$569,211	48	50	2
Vngrd Trgt Rtrmt 2040 Inv	VFORX	\$2,126,165	\$2,307,856	\$181,690	58	56	-2
HW Hi Yld Z	HWHZX	\$2,056,088	\$2,201,526	\$145,438	275	277	2
MFS MdCap Val R6	MVCKX	\$1,675,532	\$1,761,990	\$86,458	85	83	-2
Fixed Assets		\$1,437,332	\$1,508,930	\$71,598	207	208	1
Vngrd Trgt Rtrmt Inc	VTINX	\$1,276,911	\$1,389,155	\$112,244	26	26	0
Vngrd Trgt Rtrmt 2060 Inv	VTTSX	\$853,882	\$968,825	\$114,943	39	43	4
Vngrd Trgt Rtrmt 2070 Inv	VSVNX	\$59,163	\$66,217	\$7,055	3	5	2
Vngrd Trgt Rtrmt 2065 Inv	VLXVX	\$19,960	\$27,574	\$7,614	3	3	0



Fund Activity

Q3-2024
CITY OF SANTA CLARA

457B

Fund Name	Qtr Beginning Balance	Contributions	Loan Activity	Exchanges	Distributions	Fees	Adjustments	Gain/Loss	Qtr Ending Balance
Fid 500 Indx	\$50,085,997	\$576,412	(\$28,999)	\$7,901	(\$187,650)	(\$10,256)	\$165,372	\$2,818,620	\$53,427,398
Nationwide Fixed Fund	\$52,600,574	\$264,511	\$25,924	(\$821,522)	(\$1,337,990)	(\$2,982)	\$0	\$348,438	\$51,076,952
TRowePr LgCap Gr I	\$29,307,656	\$251,178	(\$21,175)	\$163,688	(\$356,308)	(\$6,768)	\$0	\$738,774	\$30,077,045
Vngrd Trgt Rtrmt 2025 Inv	\$15,690,602	\$89,033	\$7,358	(\$172,644)	(\$135,226)	(\$880)	\$0	\$907,942	\$16,386,186
Vngrd Trgt Rtrmt 2045 Inv	\$12,210,090	\$263,887	(\$5,713)	\$33,523	(\$40,917)	(\$952)	\$0	\$815,254	\$13,275,172
Vngrd Trgt Rtrmt 2035 Inv	\$9,834,394	\$198,800	(\$40,964)	(\$237,602)	(\$112,909)	(\$626)	\$0	\$606,890	\$10,247,984
DFA US LgCap Val Inst	\$9,035,210	\$114,963	(\$2,306)	(\$35,803)	(\$32,679)	(\$5,130)	\$46,444	\$584,696	\$9,705,396
JPM MdCap Gr R6	\$8,919,186	\$88,091	(\$7,978)	(\$81,681)	(\$173,435)	(\$1,869)	\$0	\$227,828	\$8,970,143
Vngrd Intl Gr Adml	\$7,628,096	\$82,345	(\$8,511)	\$2,856	(\$127,495)	(\$3,362)	\$0	\$549,737	\$8,123,668
Fid Ttl Intl Indx	\$6,638,785	\$109,715	(\$1,216)	\$108,928	(\$18,851)	(\$5,314)	\$0	\$537,252	\$7,369,300
DFA US Trgt Val Inst	\$5,036,492	\$49,027	(\$2,404)	(\$97,862)	(\$16,945)	(\$1,638)	\$19,124	\$365,639	\$5,351,434
Vngrd Intl Val Inv	\$4,424,982	\$88,858	(\$872)	(\$33,453)	(\$29,246)	(\$3,041)	\$0	\$371,442	\$4,818,669
Fid US Bd Indx	\$3,286,463	\$96,635	(\$2,642)	\$1,073,574	(\$46,314)	(\$1,972)	\$32,758	\$157,431	\$4,595,933
StrIng Cap Ttl Rtn Bd R6	\$4,460,043	\$51,214	(\$2,398)	(\$265,159)	(\$32,075)	(\$2,868)	\$47,429	\$178,975	\$4,435,160
Fid MdCap Indx	\$3,947,179	\$60,100	(\$6,337)	(\$44,759)	(\$49,246)	(\$256)	\$0	\$359,476	\$4,266,158
Vngrd SmCap Gr Indx Adml	\$3,853,195	\$49,844	(\$4,220)	\$100,069	(\$159,788)	(\$1,021)	\$4,387	\$254,717	\$4,097,182
Fid SmCap Indx	\$2,849,976	\$45,605	(\$459)	\$138,373	(\$24,019)	(\$923)	\$0	\$279,478	\$3,288,032
Vngrd Trgt Rtrmt 2030 Inv	\$2,736,548	\$46,110	\$1,157	\$9,476	(\$27,340)	(\$147)	\$0	\$170,280	\$2,936,085
Vngrd Trgt Rtrmt 2055 Inv	\$2,645,091	\$113,302	\$9,652	(\$76,897)	\$0	(\$192)	\$0	\$182,747	\$2,873,702
Vngrd Trgt Rtrmt 2050 Inv	\$2,164,819	\$232,681	\$109	\$170,871	\$0	(\$133)	\$0	\$165,683	\$2,734,030
Vngrd Trgt Rtrmt 2040 Inv	\$2,126,165	\$92,641	\$6,356	(\$33,220)	(\$23,545)	(\$120)	\$0	\$139,578	\$2,307,856
HW Hi Yld Z	\$2,056,088	\$22,939	(\$618)	\$44,663	(\$6,649)	(\$1,190)	\$33,631	\$52,664	\$2,201,526
MFS MdCap Val R6	\$1,675,532	\$13,511	\$27	(\$87,917)	(\$3,785)	(\$112)	\$0	\$164,734	\$1,761,990
Fixed Assets	\$1,437,332	\$19,601	(\$2,278)	\$50,902	(\$7,326)	(\$2,028)	\$0	\$12,727	\$1,508,930
Vngrd Trgt Rtrmt Inc	\$1,276,911	\$17,284	\$728	\$83,704	(\$53,419)	(\$80)	\$8,803	\$55,223	\$1,389,155
Vngrd Trgt Rtrmt 2060 Inv	\$853,882	\$55,043	\$0	\$0	\$0	(\$47)	\$0	\$59,947	\$968,825
Vngrd Trgt Rtrmt 2070 Inv	\$59,163	\$2,407	\$580	(\$10)	\$0	(\$21)	\$0	\$4,099	\$66,217
Vngrd Trgt Rtrmt 2065 Inv	\$19,960	\$6,008	\$0	\$0	\$0	(\$1)	\$0	\$1,608	\$27,574
Total	\$246,860,413	\$3,101,744	(\$87,202)	\$0	(\$3,003,157)	(\$53,926)	\$357,948	\$11,111,880	\$258,287,700



Active Loan Balance

\$1,766,535

\$1,646,056 Prior Qtr
\$120,478 Qtr Change

Active Loans

97

93 Prior Qtr
4 Qtr Change

Loan Disbursements

(\$271,678)

(\$238,060) Prior Qtr
\$33,618 Qtr Change

New Loans

12

9 Prior Qtr
3 Qtr Change

Loan Payments

\$184,476

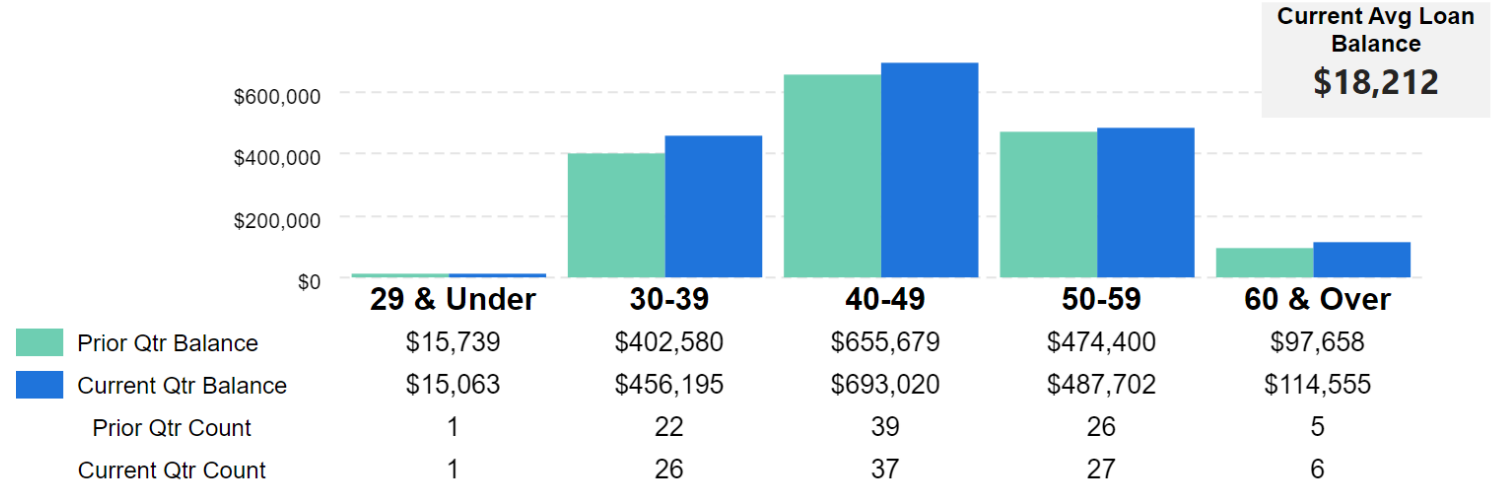
\$176,283 Prior Qtr
\$8,193 Qtr Change

Closed Loans

7

7 Prior Qtr
0 Qtr Change

Active Loan Balance and Count by Age



Balance and Count By Status

Status	Q2-2024		Q3-2024	
	Balance	Count	Balance	Count
Active	\$1,646,056	93	\$1,766,535	97
General Purpose Loan	\$1,334,307	84	\$1,457,248	88
Primary Residence Loan	\$311,749	9	\$309,287	9
Default	\$158,183	10	\$158,183	10
General Purpose Loan	\$158,183	10	\$158,183	10
Total	\$1,804,239	103	\$1,924,717	107

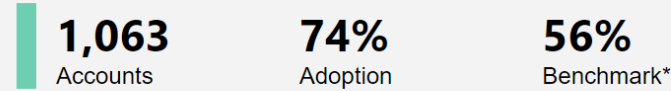


Plan

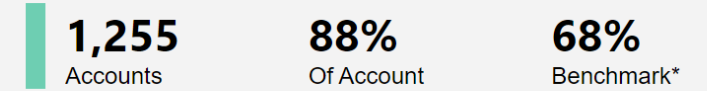
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Electronic Alerts	Enabled
Income America	Not Enabled
Indexed Principal Protection (IPP)	Not Enabled
Lifetime Income Builder (LIB)	Not Enabled
Loans	Enabled
My Interactive Retirement Plan (MIRP)	Enabled
My Investment Planner (MIP)	Enabled
Online Beneficiary Updating	Enabled
Online Contribution Change	Enabled
Online Distribution Requests	Enabled
Online Enrollment	Enabled
Online Investment Election Change	Enabled
Participant Auto Asset Rebalance	Enabled
Participant Auto Contribution Increase	Enabled
Participant Auto Enrollment	Not Enabled
ProAccount	Enabled
Self Directed Brokerage Accounts (SDBA)	Enabled

Participant

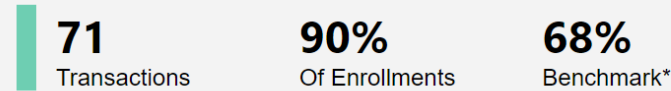
eDelivery



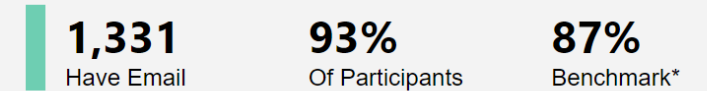
Beneficiaries On File



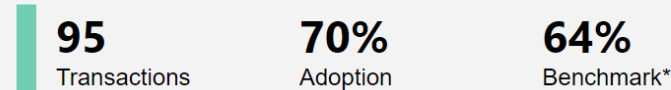
Online Enrollment



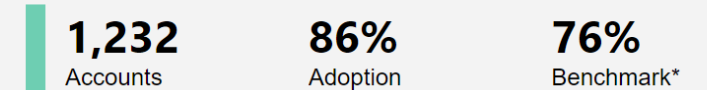
Email on File



Online Distributions



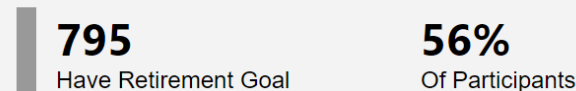
Participant Online Account



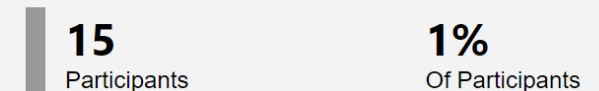
**Benchmarking data is representative of all plans that are administrated on Nationwide's proprietary platform.*

Retirement Planning Tool Engagement

My Interactive Retirement Planner



My Investment Planner



Plan Performance Report

GLOSSARY



**City of
Santa Clara**

Term	Description
Asset Balance	The core fund balance for all participant accounts. This balance does not include outstanding loans or Self-Directed Brokerage Account (SDBA) assets.
Average Participant Balance	The average participant account balance for all participants with a balance greater than \$0. This balance does not include any outstanding loans or Self-Directed Brokerage Account (SDBA) assets.
Contributions	Total amount of assets deposited into the retirement plan during a reporting period.
Default Loan	Default on a loan occurs when there is a failure to make the required repayments that are due by the quarter-end; when this occurs, the loan status goes from active to default as of the next quarter-end. The outstanding amount with accrued interest as of the default date will be tax-reported for the calendar year in which it defaulted.
Distributions	Total amount of assets disbursed from the retirement plan during a reporting period.
Loan Disbursements	Total amount of loan disbursements made during a reporting period. This amount is not included in the overall "Distributions" amount.
Loan Payments	Total amount of loan repayments made during a reporting period. This amount is not included in the overall "Contributions" amount.
Median Participant Balance	The calculated participant balance that falls at the middle point of all account balances within the plan. This balance includes only participants with a balance greater than \$0 and does not include any outstanding loans.
New Enrollments	Total number of new accounts enrolling into the retirement plan during a reporting period.
New Participants Deferring	The number participants who made their first salary contribution during the respective reporting period.
Participants Contributing	The number participants who made a salary contribution during the respective reporting period.
Participants With A Balance	The number of participants with a balance greater than \$0 for the respective reporting period.
Rollovers In	Contributions resulting from retirement account assets that are moved between two different retirement account types, such as a 401(K) to and Individual Retirement Account (IRA). This value only includes contributions from sources outside of the plan. Rollover Ins are included in total "Contributions."
Rollovers Out	Distributions resulting from retirement account assets that are moved between two different retirement account types, such as a 401(K) to and Individual Retirement Account (IRA). This value only includes distributions that go to accounts outside of the plan. Rollovers Out are included in total "Distributions."
SDBA Balance	The core fund balance of the participants with Self-Directed Brokerage Accounts (SDBA). A SDBA is a brokerage window designed to allow participants to select investments outside of the core retirement offering while staying within the plan and receiving the associated tax benefits
Transfers In	Contributions resulting from retirement account assets that are transferred from a retirement account of the same type, such as a 457(b) to another 457(b). This value only includes contributions from sources outside of the plan. Transfers In are included in total "Contributions."
Transfers Out	Distributions resulting from retirement account assets that are transferred from a retirement account of the same type, such as a 457(b) to another 457(b). This value only includes distributions that go to accounts outside of the plan. Transfers In are included in total "Contributions."





Agenda Report

24-1145

Agenda Date: 11/21/2024

REPORT TO DEFERRED COMPENSATION COMMITTEE

SUBJECT

Action to Approve the Implementation of a 401(a) Deferred Compensation Plan, and Recommend Same to City Manager

BACKGROUND

The City has had a section 457(b) Deferred Compensation Plan for several decades. The Internal Revenue Code (IRC) allows for several different types of deferred compensation plans, one of which is a section 401(a) plan. The plans have varying contribution limitations under the IRC. A section 401(a) plan option is primarily for employer contributions toward employee's accounts that do not count against the contribution limitation in section 457(b) accounts. Historically, the City did not contribute to employees' retirement accounts. In recent years, through the labor negotiations process, the City has begun to contribute to employees' accounts, depending on the employees' bargaining unit. More recently, the City has agreed to make deferred compensation contributions on behalf of City employees in classifications represented by the Unclassified Miscellaneous Management (Unit 9) bargaining unit on a successor Memorandum of Understanding (MOU) effective January 1, 2025.

DISCUSSION

The City has worked with the City's current deferred compensation administrator, Nationwide, to prepare a 401(a) plan to be available to allow for City contributions toward employees' deferred compensation. The 401(a) plan has been setup to mirror the existing 457(b) plan as closely as possible, including having the same mutual funds available to participants to invest in. Additionally, the 457(b) plan and the 401(a) plan have the same administrative fees.

If the City contributes the MOU provided employer contributions to deferred compensation to the 401(a) plan account, instead of the 457(b) plan account, employees will have the option to contribute more total dollars toward their deferred compensation by having employee contributions go into the 457(b) plan.

Nationwide allows for employees to have both the 457(b) and 401(a) accounts. Once an employee has a City of Santa Clara 457(b) deferred compensation account with Nationwide, they will not need to separately elect the 401(a) plan. A 401(a) account will be created for an employee with an existing 457(b) account, and the City can make its contributions toward the employee's 401(a) plan account.

Notably, there are some key differences between the 401(a) account and the 457(b) account which include:

1. 457(b) account has a contribution limit of \$23,500 for 2025. The City can separately contribute MOU provided contribution to the 401(a) (subject to a separate limit)
2. 457(b) account non-Roth funds can be accessed immediately after separation, regardless of

age. The 401(a) account non-Roth funds can be accessed immediately after separation with a 10% penalty before age 59 and ½. After 59 and ½, there is no penalty.

3. 457(b) contributions are subject to Social Security and Medicare taxes. 401(a) contributions are not.

It should be noted that the City has agreements with other bargaining units to make contributions to deferred compensation on behalf of employees; however, these agreements currently reference only the 457(b) accounts. As it becomes practicable, the City can discuss with the relevant bargaining units that City contributions will go into the 401(a) instead. At this time, upon implementation of the new 401(a) plan, only City contributions to employees represented by Unit 9 will go into the 401(a) plan. Furthermore, approval of Nationwide as the 401(a) Plan administrator and record-keeper is appropriate without a competitive process under the City's purchasing code, first, because there is no associated cost to the City for the Plan administration and, second, because it is necessary to achieve interoperability with the existing deferred compensation plan.

Additional miscellaneous documents, in addition to the Adoption Agreement and the Administrative Services Agreement, will need to be completed in order to effectuate the Plan. The Committee may recommend to the City Manager to sign all necessary documents to effectuate the Section 401(a) Plan.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environment Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

Implementation of a 401(a) Plan will have no fiscal impact on the City apart from staff time because all Plan-related fees are paid by Plan participants. The Agreement contains a provision regarding early cancellation by the City, which carries a fee of \$200,000.

City (employer) contribution to a deferred compensation plan as required under an applicable MOU is budgeted as a part of personnel-related costs and is an independent obligation to the members of that bargaining unit, regardless of the mechanics of implementation of the Plan, which is all that is before this Committee for action. For example, the fiscal impact associated with City contributions to Unit 9 members' deferred compensation accounts was described in conjunction with the action approving the Unit 9 MOU (approved by City Council on November 19, 2024) and is not included as a fiscal impact directly tied to this present action.

PUBLIC CONTACT

Public contact was made by posting the Deferred Compensation Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve implementation of a Section 401(a) Deferred Compensation Plan upon terms aligned with the City's existing Section 457(b) Plan, to effectuate a provision of the Unit 9 MOU; and
2. Recommend to the City Manager execution of all required Section 401(a) Deferred Compensation Plan documents upon terms aligned with the City's existing Section 457(b) Plan, in a final form to be approved by the City Attorney's Office.

ATTACHMENT

1. DRAFT 401(a) Adoption Agreement
2. DRAFT 401(a) Administrative Services Agreement
3. City's existing Nationwide 457(b) Plan Administrative Services Agreement

CITY OF SANTA CLARA

**PLAN ADMINISTRATION AND RECORDKEEPING SERVICES FOR THE
CITY'S 457(b) DEFERRED COMPENSATION PLAN**

AGREEMENT

BETWEEN

CITY OF SANTA CLARA, CALIFORNIA

AND

NATIONWIDE RETIREMENT SOLUTIONS, INC.

**CITY OF SANTA CLARA
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050**

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EXHIBITS

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – FEE SCHEDULE

EXHIBIT C – INSURANCE REQUIREMENTS

**EXHIBIT D – ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER
INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA,
CALIFORNIA**

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Nationwide Retirement Solutions, Inc., an affiliate and subsidiary of Nationwide Financial Services, Inc., a Delaware corporation, with its principal place of business located at 10 West Nationwide Blvd, Columbus, Ohio 43215 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, in Exhibit A - "SCOPE OF SERVICES," and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at its own risk and expense. Services to be provided to City are more fully described in Exhibit A - "SCOPE OF SERVICES," which may be supplemented with additional detail from time to time during the term of the Agreement, as mutually agreed to in writing by the Parties. All exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "City of Santa Clara, California Request for Proposals for Plan Administration and Recordkeeping Services for the Section 457 Deferred Compensation Plan" dated December 13, 2017 ("Proposal") which constitutes

the basis for this Agreement. Hereinafter, the City's 457(b) Plan may be referred to as the "Plan".

2. TERM OF AGREEMENT.

Pursuant to and unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement for a term of ten (10) years.

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be in a format and of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization, and content of the documents shall be that used by City for similar projects.

Contractor shall provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as requested by City.

4. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

5. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors, and/or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all applicable federal, state, and local operation and safety regulations.

7. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules, and orders.

9. COMPENSATION AND PAYMENT.

Compensation for the Services rendered under this Agreement will be paid to Contractor as described in Exhibit B – FEE SCHEDULE. Unless agreed to by the City in writing, it is anticipated that all Services provided by Contractor under this Agreement shall be provided at no cost to the City. Compensation for all materials provided and services rendered by Contractor shall be at the rate and in the manner outlined in Exhibit B.

10. TERMINATION OR SUSPENSION OF AGREEMENT.

- A. The City may terminate this Agreement for any reason, with or without cause, upon providing one hundred eighty (180) calendar days written notice to the Contractor ("Notice of Termination"). If the City elects to terminate the Agreement

at any time prior to the end of the 10-year term without cause, the City shall pay a termination fee in the amount of \$200,000 (the "Termination Fee") to the Contractor.

- B. The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension is not due to the fault or negligence of Contractor, the period for performance of the Services may be extended by mutual agreement.
- C. Any final payment owed to the Contractor following termination or suspension of the Agreement, including any termination fee payment, shall be paid to the Contractor within sixty (60) calendar days after Contractor has transferred all assets and records to the City, or its designee determined solely by the City, and the Contractor has delivered to the City all final progress reports, documentation, materials, and evidence of costs and disbursement as required under this Agreement.

11. NO ASSIGNMENT OF AGREEMENT.

City and Contractor bind themselves, their successors, and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of both Parties.

12. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever, except as allowed by law by Plan participants. Contractor or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement, Contractor or its subcontractors shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Agreement.

13. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

14. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards, and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

15. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. City and Contractor agree that Contractor, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the City expressly authorizes Contractor to disclose Plan and participant information to its agents, vendors, and/or broker of record on file with Nationwide. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential. Notwithstanding anything to the contrary contained herein, it is expressly understood that Contractor retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Contractor release any information to any person or entity except as permitted by applicable law.

16. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, or other medium without express written consent of City.

17. OWNERSHIP OF MATERIAL.

- A. All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement for exclusive use by the City shall be the property of City. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than project, including, but not limited to, the release of this material to third parties.

All materials described in this Section 17 together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement and before final payment, if any, is made to Contractor.

- B. Document Review. Contractor shall review all documents provided by the City related to the performance of the Services and shall promptly notify the City of any defects or deficiencies discovered in such review.

18. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of termination of this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

19. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no further costs to City, when such defects are due to the negligence, errors, or omissions of Contractor as determined by the Parties.

20. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

21. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless, and indemnify City, its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, arising from Contractor's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Contractor, its officers, directors, agents and employees from and

against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, arising from City's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with the non-performance of the provisions of this Agreement under the City's exclusive control.

22. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

25. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

26. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

27. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687
or by email at akraetsch@santaclaraca.gov

And to Contractor addressed as follows:

Catherine Moore, AVP RP Operations
10 W. Nationwide Blvd. 5-04-306R
Columbus, OH 43215
or by facsimile at (877) 295-6176
or by email at moorek3@nationwide.com

If notice is sent via facsimile or email, a signed, hard copy of the material shall also be mailed, unless such hard copy requirement is waived by the City. The business day the facsimile or email was sent shall control the date notice was deemed given. A facsimile or email transmitted after 2:00 p.m. (Pacific Time) on the last business day of a week shall be deemed to have been transmitted on the first business day of the following week.

28. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

29. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

30. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day

(eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit, through mediation only.

31. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit D, attached hereto and incorporated into this Agreement.

32. AFFORDABLE CARE ACT OBLIGATIONS.

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

33. CONFLICT OF INTERESTS.


This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



BRIAN DOYLE
City Attorney

Dated: 11/13/18


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

NATIONWIDE RETIREMENT SOLUTIONS, INC.
a Delaware corporation

Dated: November 7, 2018
By: Catherine Moore

(Signature of Person executing the Agreement on
behalf of Contractor)
Name: Catherine Moore

Title: AVP, RP Operations

Local
Address: 10 W. Nationwide Blvd.

Email
Address: mooresk3@nationwide.com

Telephone: (614) 435-6998

Fax: ()

"CONTRACTOR"

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

EXHIBIT A

SCOPE OF SERVICES

Following is a description of Services that will or may be required of the Contractor. The requirements presented specify the Services to be provided by the Contractor and the minimum capabilities required. The Agreement will have a term of ten (10) years from the Effective Date of the Agreement.

Contractor will provide third-party administrative and recordkeeping services and investment products for the City's 457(b) Plan (the "Plan").

1. ADMINISTRATION AND RECORD KEEPING

A. The Contractor will provide participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Enrollment services shall be available in paper and electronic format.

B. The Contractor will establish an account for each participant in the Plan at the time the Contractor receives enrollment instructions in good order.

C. The Contractor will process Plan deferrals in detail consistent with the terms of the Plan and the City's payroll system; reconcile contribution amounts; and direct immediate investment of deferrals and contributions in accordance with participant, City, and Committee instructions. Deferrals, contributions, and records received in good order by 4:00 pm Eastern Time on a Business Day will be credited to participant accounts as of the day on which such deferrals or contributions are received by the Contractor. Contractor shall record and make available deferrals and contributions to participant accounts within one Business Day of the day in which deferrals or contributions are made available by the City in good order. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

Plan contributions will be sent to the Contractor on a biweekly basis via wire transfer by the City's Finance Department - Accounting Division. Contribution data will also be sent electronically on a biweekly basis by the Contractor.

D. The Contractor will help facilitate participant rollover and plan-to-plan transfers.

E. All work performed by the Contractor will conform to applicable laws, regulations and rules as well as to acceptable industry standards and practices. The Contractor represents itself as an expert in administering governmental 457(b) deferred compensation plans.

F. The Contractor will perform all administrative and record keeping functions necessary to ensure accurate accounting of the assets in each participant account and to provide for the efficient and prudent management of the Plan. These functions will include reconciling participant accounts to investment accounts. The Contractor will perform all necessary reconciliation under generally accepted accounting principles.

G. The Contractor will establish and maintain records for the Plan showing deferrals, contributions, payouts, transfers, accruals, administrative costs, loans, and withdrawals during the term of the Agreement. The Contractor will also establish and maintain records of each participant's account under the Plan using randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as the secondary identifier. In addition, Contractor agrees to maintain the employer identification numbers assigned to each employee or retiree by the City on its system. The Contractor will update the value of participants' accounts daily using the most currently available Net Asset Value. Participant records will include, at a minimum, the contributions, earnings, administrative costs, if any, withdrawals, authorizations, loans, addresses, date of birth, Social Security number, employee identification number, beneficiary, and other related information.

H. The Contractor's records of the Plan will be maintained in accordance with generally accepted accounting principles, Governmental Accounting Standards Board Statements, the Plan Document, the Internal Revenue Code, applicable Treasury regulations, and any City Ordinances, Resolutions, and City Manager's Directives as long as these comport with state and/or federal law. Any City Ordinances, Resolutions, and City Manager's Directives related to the Plan will be provided by City to Contractor. Such records will be maintained in a format mutually agreed upon by the Contractor and the City, and will be readily accessible and reproducible. The Contractor will maintain contingency plans for system backup in the event of a disaster or malfunction.

I. Upon expiration or termination of this Agreement, the Contractor will provide to the City all records kept by the Contractor hereunder and all monies held by the Contractor within a mutually agreed upon timeframe following the termination of Contractor's services. The records and monies will be transmitted to the City or its designee pursuant to written instructions provided by the City. The Contractor will also provide the City with a full written accounting of the status of each participant's account under the Plan.

J. Unforeseeable Emergency Withdrawal Requests. The Contractor will apprise any participant who requests an unforeseeable emergency withdrawal from their 457(b) Plan account of the applicable rules and will furnish the participant with the appropriate application form and instructions. The Contractor will be responsible for the review and processing of unforeseeable emergency withdrawal requests in accordance with applicable Internal Revenue Code provisions, Internal Revenue Service guidance, and applicable Treasury regulations, and unforeseeable emergency withdrawal procedures that have been reviewed and approved by the City or Committee.

- K. Domestic Relations Orders (DROs). The Contractor will receive domestic relations orders and will determine the qualified status of these orders based on the provisions of the City's 457(b) Plan and any Qualified Domestic Relations Order procedures that have been reviewed and approved by the City. The Contractor will be responsible for processing DROs as delegated by the City based upon information specified by the court in the domestic relations order.
- L. Plan Benefit Payments. The Contractor will disburse benefits from assets under the Plan to participants in compliance with the Plan Document and applicable requirements of the Internal Revenue Code, Internal Revenue Service guidance, and applicable Treasury regulations, including appropriate withholding of taxes and reporting of distributions. The Contractor will offer direct deposit services to participants electing periodic payments from their Plan account.
- M. Beneficiaries. The Contractor shall maintain and process all participant beneficiary designation and election forms, and process all distributions.
- N. Trustee/Custodial Services. The Contractor must provide trustee/custodial services for the Plan, if requested.
- O. The Contractor will provide participants with quarterly statements of their accounts. Statements will include, at a minimum, the participant's name; address; account number; the period covered by the statement; the beneficiary of record; and detailed reporting by investment option of beginning balance, transactions during the period, investment earnings or losses during the period, and ending balance. Statements will be sent to participants no later than fifteen (15) business days after the end of each calendar quarter. The Contractor will make quarterly statements available on the Internet for all participants while allowing participants the ability to opt-in for paper delivery.
- P. Notification to Participants with Required Minimum Distributions (RMD). The Contractor must identify participants requiring minimum required distributions and shall mail correspondence and election forms (if appropriate) to such participants and required minimum distributions shall be processed by December 1 of each calendar year. Participants with a self-directed brokerage account must hold a balance in the core 457(b) account sufficient to process the minimum required distribution at the time of distribution in order to be processed by December 1 of each calendar year.
- Q. The Contractor will provide participants with written or electronic confirmation of all transfers between investment options, deferral amount changes, and beneficiary changes. Each participant will have the ability to choose the preferred delivery method.
- R. The Contractor will use its best efforts to maintain current addresses and contact information for all participants.
- S. The Contractor will develop a plan for providing services to employees working non-traditional schedules and/or employees working in remote locations. All such plans will be brought to the Committee for review and approval.

T. The Contractor will maintain the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting Plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

2. PERSONNEL

A. The Contractor shall provide fifty (50) hours per month of on-site personnel for meetings, seminars, and training. Dates, times, and locations of Contractor personnel, as well as the types of on-site meetings, seminars, and training to be provided by the Contractor, shall be coordinated with and preapproved by the City. The Contractor will provide, subject to City approval, qualified personnel to respond to participants, including enrollment, education, benefit payouts and withdrawals and to answer questions from participants regarding account balances and other records maintained or generated by the Contractor. The duties of the Contractor's personnel will include, but not be limited to, the following: provide information about the City's 457(b) Plan; provide information to participants related to financial planning, including retirement income analysis; and assist participants to properly diversify their portfolios and make prudent and educated investment decisions by providing educational materials or by using other instructional methods. All such personnel will possess any licenses required by any applicable statute or regulation, and shall be responsible for obtaining and maintaining such licenses. The City reserves the right to demand replacement of any representative of the Contractor for the performance of any duty under the Agreement.

B. The Contractor will utilize a proposed compensation structure for its personnel that exclude any bonus or commission that results in a conflict of interest between the Contractor's personnel and the City and Plan participants.

C. The Contractor will not allow any of its personnel engaged in any marketing, educational or administrative activity under the Agreement to receive any salary, fee, bonus, commission, prize, override, or remuneration of any kind for recommending or enrolling a Participant in any investment option or for recommending any products or services that are ancillary to the retirement services provided directly by the Contractor.

D. The Contractor will designate a representative to serve as a central point of contact and responsible party for any contact with the City or the Committee. The representative will be subject to the advance approval by the City.

E. In performing its duties under this Agreement, the Contractor will provide all necessary and appropriate support personnel to enable the Contractor to perform its duties, including but not limited to its own legal counsel, investment management, accounting, administration, marketing, and education. All such personnel will possess any licenses required by any applicable statute or regulation and will be responsible for obtaining and maintaining such licenses.

3. PROHIBITED CHARGES

A. If the City terminates the Guaranteed Fund contract and withdraws its assets in a lump sum, a Market Value Adjustment (MVA) may apply. The MVA is the amount that Nationwide Life Insurance Company (NLIC), an affiliate, determines would be the net capital loss, if any, resulting to NLIC if investments were liquidated to satisfy the lump sum withdrawal. The MVA would be calculated using NLIC's current procedures applicable to all contracts of this type and class at the time of withdrawal. If the City withdraws its assets over a 60-month period (5 years) instead of in a lump sum, the MVA will not apply. There are no fees associated with early withdrawal at the participant level. Other than the MVA and Termination Fee, the Contractor will not assess charges of any kind on the transfer of the Plan upon expiration or termination of the Agreement. The Contractor will not for any reason whatsoever assess to or pass through to any participant a "front end load" or similar charge, a "back end load" or similar charge, or any charges for the transfer or withdrawal of any participant asset; any such charges that may be assessed by any investment provider under the Plan will either be waived or will be the sole responsibility of the Contractor. The Contractor will indemnify and hold the City, the Committee and the participants harmless from any such charges.

B. Except for fees specifically identified in Exhibit B – Fee Schedule, the Contractor will not assess charges for participant fund changes or any other costs and restrictions specifically applicable to each funding option offered under the Plan, or for custom participant communications expressly approved by the City. If such charges are to be quoted, they must be in the form of a fixed, not-to-exceed amount.

4. TELEPHONE AND INTERNET SERVICES

A. The Contractor will provide an interactive voice response toll-free telephone system to enable participants to obtain current personal account information as well as general information concerning the Plan. The Contractor's system will accommodate use of randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as a secondary identifier. The voice response system will allow participants to reach a customer service representative from within the interactive voice response system within 40 seconds on average at least 75% of the time. The system will include services for and must be able to accommodate hearing impaired participants. The interactive phone system will allow participants to obtain information regarding all Plan investment options. This information will include the participant's account balance for each investment used, and the participant's current deferral amount and allocation. The participant will have the ability to exit the interactive system and connect with a customer service representative during the hours such representatives are available. Excluding maintenance, the interactive system will be available twenty-four hours per day, seven days per week, and will have security features to protect client account confidentiality.

B. The Contractor shall provide a toll-free telephone system for participant inquiries staffed by representatives able to answer inquiries regarding the participant's personal account information. In addition to the information in the foregoing paragraph, participants shall be able to authorize the transfer of assets between investment

options offered by the Plan and change their deferral amount for their Plan account. The Contractor shall record on tape and retain for three years, any transfer instructions given by telephone. The representatives shall be able to accommodate hearing impaired participants. Representatives shall be available during the hours of 8:00 a.m. to 5:00 p.m. local California Time, Monday through Friday, City holidays excluded.

C. The Contractor will provide internet services to enable participants to obtain current personal account information as well as general information concerning the Plan, including forms. The internet system will also allow the participant to transfer assets between investment options, to change investment allocations, to change their deferral amount, and obtain loan balances. The internet site will also contain a learning center that includes a retirement planning feature, retirement library, financial and retirement news, and financial tools and calculators, as the Contractor provides to other clients. The Contractor's website will accommodate use of randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as a secondary identifier. The internet site will have the ability to process an average of 99.5 percent of online transactions within five seconds or less. Information to be available through the Internet system will include the participant's account balance for each investment and the participant's current deferral amount and allocation. The internet site will be available twenty-four hours per day, seven days per week, except for periods of routine scheduled maintenance.

D. The Contractor will advise all participants of the availability of its telephone and internet services.

E. Contractor agrees to provide customized internet and print materials and services that reflect a "brand" of the City of Santa Clara, as well as specifics of the Plan. The Contractor will work with the City to develop this brand, discuss themes, and coordinate materials.

5. COMMUNICATION MATERIALS, FORMS, AND OTHER REQUIRED DOCUMENTS

A. All communication materials and forms will be designed, produced and distributed at the Contractor's expense and will be approved in advance by the City. Communication materials will include such materials and forms necessary for accomplishing education activities related to the City's Plan. The materials will include: a brochure explaining the Plan and available investment alternatives for new and existing participants; a detailed participant handbook explaining all features and attributes of the Plan, including investment options, the Plan Document; a quarterly participant newsletter for the Plan; a distribution brochure explaining distribution options and applicable tax treatments; benefit applications; hardship withdrawal applications; loan applications and documents; transfer and rollover authorization forms; beneficiary forms; catch-up enrollment forms; qualified domestic relations orders forms (QDRO); and any other forms necessary to administer the provisions of the Plan. All communications, materials, and forms must be easily understood by all participants and will prominently reference the City of Santa Clara.

As mutually agreed upon by the Plan and the Contractor, the Contractor is expected to

provide branded or co-branded customization to communication and training materials, forms, website pages, and other Plan-related materials to be specific to the City and the Plan. Additionally, materials, forms, and web pages, etc. should be either co-branded with logos for both the Contractor and the City or just branded for the City.

In addition to the above materials, the Contractor is also expected to provide access to Plan information and tools via computer programs designed for mobile devices such as smart phones and tablet computers.

B. The Contractor will prepare and maintain a manual of policies and procedures governing all aspects of the Plan and will provide copies as requested by the City or the Committee. The Contractor will assist the City in the drafting and adoption of any administrative rules necessary for the operation of the Plan.

C. The Contractor will enroll eligible participants in the Plan and process changes in participation using standardized forms prepared by the Contractor and approved in advance of use by the City. Enrollment responsibilities will include educating employees regarding all aspects of the Plan and the effect of participation on their net pay and future retirement income; providing each participant with copies of applicable prospectuses, participant handbooks, and Plan Documents, including brochure(s) explaining the attributes of the Plan; providing properly trained and licensed enrollment representatives; ensuring that all forms and authorizations submitted are complete and on file with the Contractor; monitoring participant elections and contributions to ensure compliance with Internal Revenue Code requirements; transmitting deferral data to the City; and providing notice to participants authorized to make catch-up contributions.

D. The Contractor will provide tools, both online and in hard copy format, to participants to assist them in making prudent and educated investment choices for their portfolios. These tools will be able to measure risk, maintain proper diversification, and assist the participant in determining future financial goals. Further, the Contractor's personnel will be able to assist participants to properly diversify their portfolios and make well informed investment decisions by providing educational materials or by using other instructional methods.

E. The Contractor will coordinate with the City's Human Resources Department to provide information, on an annual basis, to participants within ten years of retirement regarding "catch-up" provisions in the Plan, as well as Plan options and requirements relating to retirement.

6. COMMUNICATION AND EDUCATION PLAN

A. The Contractor will draft and present an annual Communication and Education Plan for consideration and approval by the Committee and/or the City. The Communication and Education Plan will fully describe enrollment, participation, and communication goals for City of Santa Clara employees that relate to the City's Plan and how the goals are intended to be met or exceeded. The Communication and Education Plan will be revised as necessary to address any failures to meet goals. The Contractor may be required to provide updates quarterly or as determined necessary by the Committee and the City.

B. The Communication and Education Plan will detail the Contractor's conduct of educational programs/communication informing employees regarding all aspects of the Plan and the effect of participation in the Plan on their net pay and future

retirement income. The Contractor will also detail conduct of educational programs and communications to retirees regarding their services related to all aspects of retirees' Plan accounts. As part of the Communication and Education Plan the Contractor will provide information on the City's defined benefit retirement plan and social security to ensure that employees understand how these plans complement each other. These educational programs should focus solely on the City's 457(b) Plan and are not to be used for solicitation for other vendor products or services.

7. INVESTMENT OPTIONS

A. The Contractor shall provide a variety of investment options that satisfy the Plan's Investment Policy Statement requirements. Investment options with any front-end or back-end loads or other similar fees, charges or penalties will not be considered. The investment options offered to the Plan will be selected by the Committee in consultation with its investment consultant, if any.

B. The Contractor will record-keep transactions associated with Self-Directed Brokerage Option (SDBO) accounts including establishment of SDBO accounts, facilitation of transfer of funds from participant's core accounts to SDBO accounts, and coordination of reporting related to quantity and asset allocation of SDBO accounts. Certain detailed reporting may be provided by the Contractor's SDBO provider.

C. The Contractor agrees to assist the City and its investment consultant, if any, in negotiating contracts with prospective investment providers, if required. The specifications and any proposed contracts are subject to the prior approval of the City or Committee to the extent any conditions of the proposed contracts are negotiable and to the extent any changes to the proposed contract specifications can be accommodated by Contractor's internal systems.

D. The Contractor will, at all times, represent with impartiality the available investment options offered under the Plan. Contractor shall ensure that investment information provided to participants, either orally through Contractor's personnel or through Contractor's communication materials, will be presented in a fair and equal manner, allowing participants to make individual choices based on their specific investment needs or desires. Contractor's personnel will not engage in preferential solicitation. The Contractor shall monitor its compliance with these provisions at reasonable intervals, and will report to the Committee the results of its monitoring efforts.

8. REPORTS

The Contractor will meet with the City quarterly and provide a written and verbal quarterly report on the performance of current investment options relative to their appropriate benchmarks and peer groups. In addition, at a minimum, the Contractor will provide the following reports to the Committee and additional reports as agreed to by the Contractor and the Committee from time to time. All reports will be submitted in a format approved by the Committee and the City.

A. The Contractor will provide the Committee and its consultant, if any, with quarterly financial statements, by investment, detailing: beginning balance; receipts (specifying deferrals, internal transfers received, and investment earnings or losses); loans; and distributions (specifying death benefit withdrawals, hardship withdrawals, internal transfers out, external transfers out, and administrative fees). The report shall

also show aggregate participant asset allocation by asset class and across demographic criteria such as age or compensation. Contractor shall assist the Plan in identifying under-performing investment options and develop and review a list of appropriate alternatives for the Committee to review and approve, if appropriate.

B. Quarterly participation reports by Plan showing the number of participants actively deferring funds, number of participants receiving periodic distributions through the Contractor, number of inactive participants, and total participant accounts maintained by the Contractor.

C. Quarterly distribution reports showing the number of participants making a future election, and number of participants and beneficiaries initiating distributions during the quarter, by type (lump sum, periodic, etc.), and by reason (termination of employment, retirement, hardship, death, etc.). The reports should also show the volume of rollovers to the Contractor's proprietary IRA or annuity products, if any.

D. Quarterly marketing report identifying participant activity, including enrollments, increased and decreased deferrals, and describing marketing activity for the period.

E. Quarterly detailed revenue sharing accounting by fund and in aggregate for the Plan, if applicable. Contractor shall also provide an annual review of expense ratios and revenue sharing rates for funds within the Plan to ensure that they are within a reasonable range as compared to other funds of the same asset class.

F. Such reports as may be necessary to accomplish the Contractor's duties regarding participant communication related to the catch-up provision under the Plan, as well as Plan options and requirements related to retirement.

G. Each report will be submitted to City staff for review within thirty business days after the end of the quarter and submitted to the Committee a minimum of five business days in advance of its quarterly meeting following the end of the required reporting period.

9. COMMITTEE ASSISTANCE

A. The Contractor agrees to inform the Committee of any changes in state law or federal laws, rules, and regulations that may affect the validity, desirability, feasibility or the administration services provided to the Plan, and to provide recommendations for consideration by the City and its representatives from the City Attorney's Office.

B. The City will provide Contractor with a Plan Document that has been designed to comply with the requirements of Section 457(b) of the Internal Revenue Code and shall be responsible for preparing, adopting, and executing all amendments required to keep the Plan Document in compliance with the Internal Revenue Code as the result of applicable revisions to federal law. City acknowledges that the accuracy and completeness of the information and representations in the Plan Document are the sole responsibility of the City and that the Contractor is not required to review previous Plan Documents and will express no opinion as to the Plan Document's compliance with applicable laws and regulations. The City agrees to provide Contractor with executed copies of the Plan Document, any amendments to the Plan Document, and any other related Plan documentation requested by Contractor and required for the Contractor to provide the Services under this Agreement.

10. PLAN ADMINISTRATION EXPENSES

A. The Contractor agrees that its fees are to be collected from participants as set forth in Exhibit B of this Agreement, and will be the entire compensation due the Contractor for the Services and all the Contractor's duties and obligations under the Agreement, regardless of the difficulty, hours worked, or material or equipment provided. The fees set forth in the Agreement include, but are not limited to, all applicable taxes, overhead, profits and all other direct and indirect costs incurred or to be incurred by the Contractor. The Contractor acknowledges and agrees that it will not be entitled to receive any other compensation or remuneration whatsoever from the City in connection with the Contractor's services rendered.

The Contractor will assess and collect a plan administration expenses fee (the "Administration Fee") in a form determined by the City in writing as set forth in Exhibit B of this Agreement. This Plan Administration Fee will provide for miscellaneous Plan-related expenses, including staff expenses to administer the Plan, consultants, and education and training, and will be in addition to the Contractor's fees. Written direction to the Contractor regarding the assessment of the Administration Fee shall include the percentage rate, fixed amount, or other form of assessment as well as the assets or participants that such assessment shall be applied against, as applicable.

B. The Contractor may assess an internal asset fee (administrative fee) on such assets of a participant as are placed in an investment product of the Contractor, a related entity to the Contractor, a subsidiary of the Contractor or a parent company of the Contractor.

11. PLAN LOAN PROGRAM

Contractor will administer the Plan's participant loan program in accordance with established, written Plan Loan Procedures that have been approved by the City or the Committee.

12. COMPLIANCE WITH INTERNAL REVENUE CODE AND TREASURY GUIDELINES

The Contractor recognizes that the Plan is intended to at all times comply with the requirements of the Internal Revenue Code and Treasury regulations relevant to the administration of 457(b) deferred compensation plans and will maintain knowledge of the federal laws and regulations applicable to such plans and will administer the Plan in a manner consistent with the requirements of the Internal Revenue Code, Internal Revenue Service guidance, applicable Treasury regulations, and the Plan Document. The Contractor will advise the Committee of any compliance issue or concern arising in the course of performing its duties under the Agreement, and will discuss options for any corrective or alternative course of action necessary. The Contractor will prepare, or engage the services of an external service provider to prepare, any documents or forms necessary to obtain approval from appropriate federal and state agencies as may be required to ensure full compliance with the laws and regulations governing the Plan. The Contractor will only ensure Plan compliance with applicable Internal Revenue Code and Treasury Regulations if the Plan adopts the Contractor's plan document.

13. ANNUAL PARTICIPANT SATISFACTION SURVEY

The Contractor will, at its sole expense, conduct an annual participant satisfaction survey. The content of the survey, the methodology used to conduct the survey, the adequacy of the statistical sampling methods, and the number of participants (including retirees) surveyed will be approved in advance by the Committee. The City and Contractor shall establish an annual timeframe for completion of this survey, which can be changed at the discretion of the City and/or the Committee.

14. ANNUAL FINANCIAL AUDIT

The City may request an annual financial audit of the Plan by an independent Certified Public Accountant. Due to potential conflicts of interest, Contractor will not select or contract with a CPA firm to perform plan financial audits. Contractor will co-sign on the engagement letters and initially cover the cost of the audit, with subsequent reimbursement from the City. However, the CPA solicitation, approval and contracting shall be performed by the City.

15. CONTRACT TERMINATION DUTIES

A. The Contractor agrees that all records regarding the Plan will be the property of the City. Upon expiration or termination of the Agreement, the Contractor will provide to the City records kept by the Contractor hereunder and all monies held by the Contractor within a mutually agreed upon timeframe following the termination of Contractor's services. The records and monies will be transmitted to the City or its designee pursuant to reasonable written instructions given by the City. The Contractor will provide to participants a final statement upon the termination of the Agreement, effective the date the Agreement is terminated. The Contractor will also provide the City with a full written accounting of the status of each participant's account under the Plan.

B. Upon termination of this Agreement, the Contractor must fully cooperate with the City in an orderly transfer of administrative responsibilities and records to a new administrator. In the event that the City elects not to renew the Agreement at the end of its term, or otherwise terminates the Agreement for cause or convenience, the Contractor agrees to fully cooperate in the transition of a new administrator.

C. The Contractor must provide all necessary documents and computer files and generally assist the new administrator and the City in learning the content of such documents and files, or provide any additional assistance as will be mutually agreed upon. Once the Contractor has been notified of its termination, all general participant communications must be approved by the City. No unauthorized communications with participants in the Plan will be permitted.

16. PERFORMANCE STANDARDS

The following table contains performance standards that have associated reward or non-performance fees paid to the Plan. Nationwide has committed to a \$25,000 transition performance guarantee based on mutually agreeable standards and a maximum of \$25,000 annually to performance guarantees for each subsequent year as reflected below for the applicable activities. Violations of performance standards

notwithstanding, any performance guarantee payment made to the City is separate from, and will have no bearing or limitation on, any payment due participant(s) related to errors or omissions with respect to or in any way connected with participant accounts and the Services performed by Contractor pursuant to this Agreement. In addition, nothing in this section shall limit the City's rights with respect to any other section of this Agreement.

Activity	Performance Standard
<p>Client Service Representatives -Average Speed of Answer</p>	<p>All telephone calls by the City's participants to the Contractor's contact center's will be answered within forty (40) seconds on average at least 75% of the time.</p> <p>A report will be generated yearly from the system to document the necessary information regarding the number of telephone calls received and answered.</p> <p>\$15,000 performance guarantee paid to the City if Contractor fails to meet this standard on an annual basis.</p>
<p>Local Plan Representatives</p>	<p>All telephone messages and emails received from participants by local Plan representatives will be responded to within forty-eight (48) hours unless the representative's voice mail/email indicates the timeframe during which he/she will be unavailable and it exceeds that time limit. If so, the representative will respond to the telephone message and/or email within forty-eight (48) hours of his/her return.</p> <p>Local Plan representatives shall consistently provide detailed voice mail and email automated messages indicating timeframes that they are out of their office/unavailable to respond to participants.</p>

Participant Statement Mailing	<p>Starting with the first calendar quarter following the contract commencement, participant statements will be mailed within fifteen (15) Business Days of the end of each calendar quarter, or following receipt of information in good order from third party sources, whichever is later, as the information will include final fund values and performance/return information from the participating investment providers.</p> <p>The fifteen (15) Business Day standard begins on the first calendar day of the calendar quarter or the first calendar day after all required information to be included with the statements has been received, whichever is later, and ends on the date statements are postmarked for mailing.</p> <p>\$5,000 performance guarantee paid to the City per quarter for each quarter that Contractor fails to meet this standard (total annual guarantee of \$20,000).</p>
Annual Group Seminars	<p>Starting in the quarter following the contract commencement, Contractor will design and present an Annual Business and Education Plan for consideration and approval by the City's Committee. The Business and Education Plan will include, but is not limited to, the number of group seminars that the Contractor will perform during the year informing employees of the aspects of the Plan.</p> <p>Subsequent Annual Business and Education Plans will include a description of the number of annual group seminars provided the previous year. Subsequent Annual Business and Education Plans will also include goals related to communication/education geared toward retirees. The Contractor will perform at least 95% of the annual group seminars approved in the Annual Business and Education Plan.</p>
Changes in Investment Elections	<p>100% of all changes in investment elections received by close of the NYSE requested by participants via telephone or the web site shall be processed on the same day when received in good order.</p>

Transfers or Reallocations	100% of all fund transfers (purchases and redemptions) requested by participants and in good order shall be executed within the investments at that day's closing NAV or price, provided the request was entered by close of stock exchanges.
Withdrawals Paid	All checks for payments shall be mailed no later than the third Business Day following the receipt of completed paperwork in good order and the posting of the daily valuation cycle.
Notification to Participants with Required Minimum Distributions	Participants requiring minimum required distributions shall be identified, mailed correspondence and election forms (if appropriate) and all RMDs shall be processed by December 1 of each calendar year.
Speed in correcting transaction errors	Transaction errors shall be rectified within five Business Days, or as soon as administratively feasible, of a participant's or the City's notification of such error.
Automated Communications	
Confirmations statements	95% of participant confirmation statements shall be produced and mailed within two Business Days after transaction. All confirmation statements shall be mailed no later than five Business Days after the transaction.
Distribution of educational and fund selection materials	Educational and fund selection material should be mailed within two Business Days after request is made.
Payment request material	Payment request forms should be mailed within two Business Days after request is made.
Quality/Accuracy Measurements	
Participant statement accuracy	99% accuracy on content of quarterly participant statements as mutually agreed upon by the City and Contractor.
Transaction accuracy (Participant requested transactions)	99% accuracy on processing rate measured by dividing the total number of transactions processed without errors by the total number of transactions processed; errors defined through audit and as reported.

<p>Accuracy of Plan-related reports to the City and the Committee</p>	<p>Contractor will provide Plan-related reports to the City for review that are, to the best of Contractor's knowledge, accurate, and suitable for future use with the Committee. Verbiage changes, client requested format changes during review, non-substantive errors and Plan Sponsor collaboration will not be considered to be an issue.</p> <p>The City can request a review on any specific provided item and have Contractor respond on their findings of whether the report met the accuracy component. Upon a mutually agreeable Service Measurement, a penalty could be assessed if the material is found to be inaccurate.</p> <p>\$5,000 performance guarantee paid to the City per quarter for each quarterly report for which Contractor fails to meet this standard (total annual guarantee of \$20,000).</p> <p>Maximum of an additional \$5,000 performance guarantee paid to the City on an annual basis for other reports for which Contractor does not meet this standard.</p>
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<p>Communication materials accuracy</p>	<p>Contractor will provide Plan-related marketing materials (including mailers, articles, educational materials, class/workshop, and related handouts, emails, and any other types of communication produced by Contractor for distribution to participants) that are, to the best of Contractor's knowledge, accurate, and suitable for future use with participants. Mutually agreed upon verbiage changes, client requested format changes during review, non-substantive errors and Plan Sponsor collaboration will not be considered to be an issue.</p> <p>The City can request a review on any specific provided item and have Contractor respond on their findings of whether the report met the accuracy component. Upon a mutually agreeable Service Measurement, a agreed upon penalty could be assessed if the material is to be found to be inaccurate.</p> <p>Maximum of \$20,000 in guarantee funds paid to the City on an annual basis for materials that Contractor produces which fail to meet this standard.</p>
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Controls for Manual & Systems Processes & Procedures	
Distribution upon request of generic & participant specific documents (including administrative forms, prospectuses, Plan Document and/or brochure, participant statement copies, etc.)	95% of the documents made available shall be mailed within two Business Days of the request; 100% of the documents to be faxed or emailed shall be faxed or emailed the day of the request.
Fulfillment (acceptable error rates & turnaround times)	99% accuracy on participant transaction confirmations, which shall be mailed within two Business Days.
Excess system capacity requirements - Web	Average of 25% excess capacity shall be maintained.
Excess system capacity requirements - VRU	Average of 25% excess capacity shall be maintained.
Response time for resolving issue when research is required (contact initiated through service representative)	Written complaints will be responded to within five Business Days. Contractor will report unresolved complaints to the City after ten Business Days.
Standard Commitment for System Availability and Recovery	
Unscheduled downtime – web access for Participant and City functions	99% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification).
Unscheduled downtime - VRU access for Participant functions	99% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification).

Scheduled maintenance - VRU	VRU maintenance and updates shall typically take place during weekend and night hours. Long outages due to maintenance are not anticipated. However, if outages greater than eight hours are required, the City and participants will be provided at least 48 hours advance notice.
Scheduled maintenance - Web	Web maintenance and updates shall typically take place during weekend and night hours. Long outages due to maintenance are not anticipated. However, if outages greater than eight hours are required, the City and participants will be provided at least 48 hours advance notice.
Availability of record keeping system (exclusive of routine maintenance)	99% availability out of 24 hours per day, 7 days a week; maintenance should not be scheduled for prime time and should not exceed 6 hours.
System recovery following disaster	72 hours.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

**EXHIBIT B
FEE SCHEDULE**

1. NATIONWIDE FEES

The Contractor's Services under this Agreement are rendered in connection with the City's selection of certain investment products offered by or through Nationwide (the "Investment Options"). It is anticipated that the revenues paid to Contractor from such investment products, in addition to asset management fees assessed by Contractor, and participant fees, if any, shall constitute the sources of compensation for the Services rendered under this Agreement. Fees are subject to certain performance guarantees as described in Exhibit A - Scope of Services, Section 16. It is anticipated that all Services provided by Contractor under this Agreement shall be provided at no cost to the City. Fees are as follows:

A. In connection with the Services contained in this Agreement, the Contractor shall be paid an annualized compensation requirement (the "Contractor Fee") of 0.02% to be calculated and assessed monthly based on the market value of Total Plan Assets held by Contractor as of the last Business Day of each month. The Contractor Fee will be calculated and assessed as detailed below:

Contractor Fee (0.02%) x Total Plan Assets on Last Business Day of Month x (number of calendar days since the last fee was assessed) / (number of days in the calendar year)

If this Agreement is terminated on a date other than the last Business Day of a month, the final Contractor Fee shall be assessed as of the termination date of the Agreement using the Total Plan Assets as of the Termination Date. Total Plan Assets include all Plan assets held by the Contractor, and include Plan assets in the Self-Directed Brokerage Account, but exclude outstanding Plan participant loan balances. Adjustments to the Contractor Fee may be made to reflect changes to Services or other requirements as mutually agreed to in writing between the Parties.

2. PLAN ADMINISTRATION EXPENSES

The Contractor will assess and collect a plan administration expenses fee (the "Administration Fee") in a form and amount determined by the City in writing. Unless revised in writing, the Administration Fee shall be calculated and assessed monthly

based on the market value of Total Plan Assets held by Contractor as of the last Business Day of each month. The Administration Fee will be calculated and assessed as detailed below:

Administration Fee Percentage x Total Plan Assets on Last Business Day of Month x
(number of calendar days since the last fee was assessed) / (number of days in the
calendar year)

If this Agreement is terminated on a date other than the last Business Day of a month, the final Administration Fee shall be assessed as of the termination date of the Agreement using the Total Plan Assets as of the Termination Date. Total Plan Assets include all Plan assets held by the Contractor and include Plan assets in the Self-Directed Brokerage Account, but exclude outstanding Plan participant loan balances.

The City directs Contractor to establish and maintain a separate account (the "Plan Expense Account") to which the Administration Fee will be credited. Unless agreed to in writing by both Parties, the Administration Fee shall be credited to the Plan Expense Account on a monthly basis and all amounts in the Plan Expense Account, including all investment earnings, shall be sent to the City within thirty Business Days following the end of each March, June, September, and December. The City 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 account balance, account transactions and investment experience of the Plan Expense Account will be reported to the City no later than thirty Business Days after the end of each March, June, September, and December.

The City may direct the Contractor in writing to allocate any balance in the Plan Expense Account to participant accounts on a pro-rata basis based on their total average account balance to be mutually determined and agreed to by the Parties.

Payments to the City shall be made by the Contractor to the following address unless other payment instructions are received by Contractor in writing from the City:

City of Santa Clara
Attn: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050

3. ADMINISTRATIVE EXPENSE TARGET SHORTFALL

If the revenue received is insufficient to meet City expenses under Section 2 above, the City may implement changes that would be expected to generate revenues commensurate with target amounts.

4. PARTICIPANT- LEVEL SERVICE FEES

Contractor shall be permitted to charge participants fees related to the following services or options available to participants.

A. Loan Fees. Contractor shall be permitted to charge the following fees to participants who elect to take a loan from the City's Plan:

1. Annual Loan Maintenance Fee: \$50.00

B. Self-Directed Brokerage Option ("SDBO"). Contractor shall be permitted to charge the following fees to participants who elect to participate in the SDBO available under the City's Plan:

1. Annual SDBO Maintenance Fee: \$50.00

C. Additional Services. If the City requests additional services pursuant to Exhibit A – SCOPE OF SERVICES, of this Agreement, Contractor shall be compensated for such additional services as mutually agreed upon in writing by the Parties.

5. REPORTING

An analysis of revenue generated and fees paid shall be reported to the City by the Contractor each quarter.

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**AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

- B. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
- C. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned, and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes, and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported, or towed by, being loaded onto, or being unloaded from a covered auto.

WORKERS' COMPENSATION

- D. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
- E. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s), or other employee benefits act(s).
- F. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers, and agents.

PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors, or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

- G. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers, and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
- H. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
- I. Cancellation.
- Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) calendar days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) calendar days prior to the effective date of non-renewal.
- Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) calendar days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) calendar days prior to the effective date of non-renewal.
- J. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

- K. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
- L. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- M. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications

and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

- e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) calendar days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) calendar days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

CITY OF SANTA CLARA

**PLAN ADMINISTRATION AND RECORDKEEPING SERVICES FOR THE
CITY'S 401(a) DEFINED CONTRIBUTION PLAN**

AGREEMENT

BETWEEN

CITY OF SANTA CLARA, CALIFORNIA

AND

NATIONWIDE RETIREMENT SOLUTIONS, INC.

**CITY OF SANTA CLARA 1500
WARBURTON AVENUE
SANTA CLARA, CA 95050**

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INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA,
CALIFORNIA

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Nationwide Retirement Solutions, Inc., an affiliate and subsidiary of Nationwide Financial Services, Inc., a Delaware corporation, with its principal place of business located at 10 West Nationwide Blvd, Columbus, Ohio 43215 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, in Exhibit A - "SCOPE OF SERVICES," and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at its own risk and expense. Services to be provided to City are more fully described in Exhibit A - "SCOPE OF SERVICES," which may be supplemented with additional detail from time to time during the term of the Agreement, as mutually agreed to in writing by the Parties. All exhibits referenced in this Agreement are attached and are incorporated by this reference. Hereinafter, the City's 401(a) Plan may be referred to as the "Plan".

2. TERM OF AGREEMENT.

Pursuant to and unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement for a term of ten (10) years.

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be in a format and of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization, and content of the documents shall be that used by City for similar projects.

Contractor shall provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as requested by City.

4. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

5. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors, and/or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all applicable federal, state, and local operation and safety regulations.

7. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules, and orders.

9. COMPENSATION AND PAYMENT.

Compensation for the Services rendered under this Agreement will be paid to Contractor as described in Exhibit B — FEE SCHEDULE. Unless agreed to by the City in writing, it is anticipated that all Services provided by Contractor under this Agreement shall be provided at no cost to the City. Compensation for all materials provided and services rendered by Contractor shall be at the rate and in the manner outlined in Exhibit B.

10. TERMINATION OR SUSPENSION OF AGREEMENT.

- A. The City may terminate this Agreement for any reason, with or without cause, upon providing one hundred eighty (180) calendar days written notice to the Contractor ("Notice of Termination"). If the City elects to terminate the Agreement at any time prior to the end of the 10-year term without cause, the City shall pay a termination fee in the amount of \$200,000 (the "Termination Fee") to the Contractor.
- B. The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension is not due to the fault or negligence of Contractor, the period for performance of the Services may be extended by mutual agreement.
- C. Any final payment owed to the Contractor following termination or suspension of the Agreement, including any termination fee payment, shall be paid to the

Contractor within sixty (60) calendar days after Contractor has transferred all assets and records to the City, or its designee determined solely by the City, and the Contractor has delivered to the City all final progress reports, documentation, materials, and evidence of costs and disbursement as required under this Agreement.

11. NO ASSIGNMENT OF AGREEMENT.

City and Contractor bind themselves, their successors, and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of both Parties.

12. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever, except as allowed by law by Plan participants. Contractor or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement, Contractor or its subcontractors shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Agreement.

13. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

14. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards, and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

15. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. City and

Contractor agree that Contractor, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the City expressly authorizes Contractor to disclose Plan and participant information to its agents, vendors, and/or broker of record on file with Nationwide. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential. Notwithstanding anything to the contrary contained herein, it is expressly understood that Contractor retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Contractor release any information to any person or entity except as permitted by applicable law.

16. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, or other medium without express written consent of City.

17. OWNERSHIP OF MATERIAL.

- A. All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement for exclusive use by the City shall be the property of City. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than project, including, but not limited to, the release of this material to third parties. All materials described in this Section 17 together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement and before final payment, if any, is made to Contractor.
- B. Document Review. Contractor shall review all documents provided by the City related to the performance of the Services and shall promptly notify the City of any defects or deficiencies discovered in such review.

18. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of termination of this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

19. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no further costs to City, when such defects are due to the negligence, errors, or omissions of Contractor as determined by the Parties.

20. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

21. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless, and indemnify City, its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, arising from Contractor's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Contractor, its officers, directors, agents and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, arising from City's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with the nonperformance of the provisions of this Agreement under the City's exclusive control.

22. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

25. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

26. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

27. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687
or by email at akraetsch@santaclaraca.gov

And to Contractor addressed as follows:

Alexis Cousineau, AVP RP Operations
10 W. Nationwide Blvd. 5-04-306R
Columbus, OH 43215
or by facsimile at (877) 295-6176
or by email at c.a.cousineay@nationwide.com

If notice is sent via facsimile or email, a signed, hard copy of the material shall also be mailed, unless such hard copy requirement is waived by the City. The business day the facsimile or email was sent shall control the date notice was deemed given. A facsimile or email transmitted after 2:00 p.m. (Pacific Time) on the last business day of a week shall be deemed to have been transmitted on the first business day of the following week.

28. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

29. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

30. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit, through mediation only.

31. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit D, attached hereto and incorporated into this Agreement.

32. AFFORDABLE CARE ACT OBLIGATIONS.

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

City Attorney

Jovan Grogan

City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

NATIONWIDE RETIREMENT SOLUTIONS, INC.
a Delaware corporation

Dated: _____

By: _____
Alexis Cousineau
AVP, RP Operations
10 W Nationwide Blvd.
Columbus, OH 43215
Telephone: (614) 435-6998

"CONTRACTOR"

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

EXHIBIT A

SCOPE OF SERVICES

Following is a description of Services that will or may be required of the Contractor. The requirements presented specify the Services to be provided by the Contractor and the minimum capabilities required. The Agreement will have a term of ten (10) years from the Effective Date of the Agreement.

Contractor will provide third-party administrative and recordkeeping services and investment products for the City's 401(a) Plan (the "Plan").

1. ADMINISTRATION AND RECORD KEEPING

A. The Contractor will provide participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Enrollment services shall be available in paper and electronic format.

B. The Contractor will establish an account for each participant in the Plan at the time the Contractor receives enrollment instructions in good order.

C. The Contractor will process Plan deferrals in detail consistent with the terms of the Plan and the City's payroll system; reconcile contribution amounts; and direct immediate investment of deferrals and contributions in accordance with participant, City, and Committee instructions. Deferrals, contributions, and records received in good order by 4:00 pm Eastern Time on a Business Day will be credited to participant accounts as of the day on which such deferrals or contributions are received by the Contractor. Contractor shall record and make available deferrals and contributions to participant accounts within one Business Day of the day in which deferrals or contributions are made available by the City in good order. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

Plan contributions will be sent to the Contractor on a biweekly basis via wire transfer by the City's Finance Department - Accounting Division. Contribution data will also be sent electronically on a biweekly basis by the Contractor.

D. The Contractor will help facilitate participant rollover and plan-to-plan transfers.

E. All work performed by the Contractor will conform to applicable laws, regulations and rules as well as to acceptable industry standards and practices. The Contractor represents itself as an expert in administering governmental 401(a) defined contribution plans.

F. The Contractor will perform all administrative and record keeping functions necessary to ensure accurate accounting of the assets in each participant account and to provide for the efficient and prudent management of the Plan. These functions will include reconciling participant accounts to investment accounts. The Contractor will perform all necessary reconciliation under generally accepted accounting principles.

G. The Contractor will establish and maintain records for the Plan showing deferrals, contributions, payouts, transfers, accruals, administrative costs, loans, and withdrawals during the term of the Agreement. The Contractor will also establish and maintain records of each participant's account under the Plan using randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as the secondary identifier. In addition, Contractor agrees to maintain the employer identification numbers assigned to each employee or retiree by the City on its system. The Contractor will update the value of participants' accounts daily using the most currently available Net Asset Value. Participant records will include, at a minimum, the contributions, earnings, administrative costs, if any, withdrawals, authorizations, loans, addresses, date of birth, Social Security number, employee identification number, beneficiary, and other related information.

H. The Contractor's records of the Plan will be maintained in accordance with generally accepted accounting principles, Governmental Accounting Standards Board Statements, the Plan Document, the Internal Revenue Code, applicable Treasury regulations, and any City Ordinances, Resolutions, and City Manager's Directives as long as these comport with state and/or federal law. Any City Ordinances, Resolutions, and City Manager's Directives related to the Plan will be provided by City to Contractor. Such records will be maintained in a format mutually agreed upon by the Contractor and the City, and will be readily accessible and reproducible. The Contractor will maintain contingency plans for system backup in the event of a disaster or malfunction.

I. Upon expiration or termination of this Agreement, the Contractor will provide to the City all records kept by the Contractor hereunder and all monies held by the Contractor within a mutually agreed upon timeframe following the termination of Contractor's services. The records and monies will be transmitted to the City or its designee pursuant to written instructions provided by the City. The Contractor will also provide the City with a full written accounting of the status of each participant's account under the Plan.

J. Hardship Withdrawal Requests. The Contractor will apprise any participant who requests a hardship withdrawal from their 401(a) Plan account of the applicable rules and will furnish the participant with the appropriate application form and instructions. The Contractor will be responsible for the review and processing of hardship withdrawal requests in accordance with applicable Internal Revenue Code provisions, Internal Revenue Service guidance, and applicable Treasury regulations, and hardship withdrawal procedures that have been reviewed and approved by the City or Committee.

K. Domestic Relations Orders (DROs). The Contractor will receive domestic relations orders and will determine the qualified status of these orders based on the provisions of the City's 401(a) Plan and any Qualified Domestic Relations Order procedures that have been reviewed and approved by the City. The Contractor will be responsible for processing DROs as delegated by the City based upon information specified by the court in the domestic relations order.

L. Plan Benefit Payments. The Contractor will disburse benefits from assets under the Plan to participants in compliance with the Plan Document and applicable requirements of the Internal Revenue Code, Internal Revenue Service guidance, and applicable Treasury regulations, including appropriate withholding of taxes and reporting of distributions. The Contractor will offer direct deposit services to participants electing periodic payments from their Plan account.

M. Beneficiaries. The Contractor shall maintain and process all participant beneficiary designation and election forms, and process all distributions.

N. Trustee/Custodial Services. The Contractor must provide trustee/custodial services for the Plan, if requested.

O. The Contractor will provide participants with quarterly statements of their accounts. Statements will include, at a minimum, the participant's name; address; account number; the period covered by the statement; the beneficiary of record; and detailed reporting by investment option of beginning balance, transactions during the period, investment earnings or losses during the period, and ending balance. Statements will be sent to participants no later than fifteen (15) business days after the end of each calendar quarter. The Contractor will make quarterly statements available on the Internet for all participants while allowing participants the ability to opt-in for paper delivery.

P. Notification to Participants with Required Minimum Distributions (RMD). The Contractor must identify participants requiring minimum required distributions and shall mail correspondence and election forms (if appropriate) to such participants and required minimum distributions shall be processed by December 1 of each calendar year. Participants with a self-directed brokerage account must hold a balance in the core 401(a) account sufficient to process the minimum required distribution at the time of distribution in order to be processed by December 1 of each calendar year.

Q. The Contractor will provide participants with written or electronic confirmation of all transfers between investment options, deferral amount changes, and beneficiary changes. Each participant will have the ability to choose the preferred delivery method.

R. The Contractor will use its best efforts to maintain current addresses and contact information for all participants.

S. The Contractor will develop a plan for providing services to employees working non-traditional schedules and/or employees working in remote locations. All such plans will be brought to the Committee for review and approval.

T. The Contractor will maintain the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting Plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

2. PERSONNEL

A. The Contractor shall provide fifty (50) hours per month of on-site personnel for meetings, seminars, and training. Dates, times, and locations of Contractor personnel, as well as the types of on-site meetings, seminars, and training to be provided by the Contractor, shall be coordinated with and preapproved by the City. The Contractor will provide, subject to City approval, qualified personnel to respond to participants, including enrollment, education, benefit payouts and withdrawals and to answer questions from participants regarding account balances and other records maintained or generated by the Contractor. The duties of the Contractor's personnel will include, but not be limited to, the following: provide information about the City's 401(a) Plan; provide information to participants related to financial planning, including retirement income analysis; and assist participants to properly diversify their portfolios and make prudent and educated investment decisions by providing educational materials or by using other instructional methods. All such personnel will possess any licenses required by any applicable statute or regulation, and shall be responsible for obtaining and maintaining such licenses. The City reserves the right to demand replacement of any representative of the Contractor for the performance of any duty under the Agreement.

B. The Contractor will utilize a proposed compensation structure for its personnel that exclude any bonus or commission that results in a conflict of interest between the Contractor's personnel and the City and Plan participants.

C. The Contractor will not allow any of its personnel engaged in any marketing, educational or administrative activity under the Agreement to receive any salary, fee, bonus, commission, prize, override, or remuneration of any kind for recommending or enrolling a Participant in any investment option or for recommending any products or services that are ancillary to the retirement services provided directly by the Contractor.

D. The Contractor will designate a representative to serve as a central point of contact and responsible party for any contact with the City or the Committee. The representative will be subject to the advance approval by the City.

E. In performing its duties under this Agreement, the Contractor will provide all necessary and appropriate support personnel to enable the Contractor to perform its duties, including but not limited to its own legal counsel, investment management, accounting, administration, marketing, and education. All such personnel will possess any licenses required by any applicable statute or regulation and will be responsible for obtaining and maintaining such licenses.

3. PROHIBITED CHARGES

A. If the City terminates the Guaranteed Fund contract and withdraws its assets in a lump sum, a Market Value Adjustment (MVA) may apply. The MVA is the amount that Nationwide Life Insurance Company (NLIC), an affiliate, determines would be the net capital loss, if any, resulting to NLIC if investments were liquidated to satisfy the lump sum withdrawal. The MVA would be calculated using NLIC's current procedures applicable to all contracts of this type and class at the time of withdrawal. If the City withdraws its assets over a 60-month period (5 years) instead of in a lump sum, the MVA will not apply. There are no fees associated with early withdrawal at the participant level. Other than the MVA and Termination Fee, the Contractor will not assess charges of any kind on the transfer of the Plan upon expiration or termination of the Agreement. The Contractor will not for any reason whatsoever assess to or pass through to any participant a "front end load" or similar charge, a "back end load" or similar charge, or any charges for the transfer or withdrawal of any participant asset; any such charges that may be assessed by any investment provider under the Plan will either be waived or will be the sole responsibility of the Contractor. The Contractor will indemnify and hold the City, the Committee and the participants harmless from any such charges.

B. Except for fees specifically identified in Exhibit B — Fee Schedule, the Contractor will not assess charges for participant fund changes or any other costs and restrictions specifically applicable to each funding option offered under the Plan, or for custom participant communications expressly approved by the City. If such charges are to be quoted, they must be in the form of a fixed, not-to-exceed amount.

4. TELEPHONE AND INTERNET SERVICES

A. The Contractor will provide an interactive voice response toll-free telephone system to enable participants to obtain current personal account information as well as general information concerning the Plan. The Contractor's system will accommodate use of randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as a secondary identifier. The voice response system will allow participants to reach a customer service representative from within the interactive voice response system within 40 seconds on average at least 75% of the time. The system will include services for and must be able to accommodate hearing impaired participants. The interactive phone system will allow participants to obtain information regarding all Plan investment options. This information will include the participant's account balance for each investment used, and the participant's current deferral amount and allocation. The participant will have the ability to exit the interactive system and connect with a customer service representative during the hours such representatives are available. Excluding maintenance, the interactive system will be available twenty-four hours per day, seven days per week, and will have security features to protect client account confidentiality.

B. The Contractor shall provide a toll-free telephone system for participant inquiries staffed by representatives able to answer inquiries regarding the participant's personal account information. In addition to the information in the foregoing paragraph, participants shall be able to authorize the transfer of assets between investment

options offered by the Plan. The Contractor shall record on tape and retain for three years, any transfer instructions given by telephone. The representatives shall be able to accommodate hearing impaired participants. Representatives shall be available during the hours of 8:00 a.m. to 5:00 p.m. local California Time, Monday through Friday, City holidays excluded.

C. The Contractor will provide internet services to enable participants to obtain current personal account information as well as general information concerning the Plan, including forms. The internet system will also allow the participant to transfer assets between investment options, to change investment allocations, and obtain loan balances. The internet site will also contain a learning center that includes a retirement planning feature, retirement library, financial and retirement news, and financial tools and calculators, as the Contractor provides to other clients. The Contractor's website will accommodate use of randomly generated identification numbers assigned to each employee or retiree by the Contractor as the primary identifier and Social Security numbers as a secondary identifier. The internet site will have the ability to process an average of 99.5 percent of online transactions within five seconds or less. Information to be available through the Internet system will include the participant's account balance for each investment and the participant's current deferral amount and allocation. The internet site will be available twenty-four hours per day, seven days per week, except for periods of routine scheduled maintenance.

D. The Contractor will advise all participants of the availability of its telephone and internet services.

E. Contractor agrees to provide customized internet and print materials and services that reflect a "brand" of the City of Santa Clara, as well as specifics of the Plan. The Contractor will work with the City to develop this brand, discuss themes, and coordinate materials.

5. COMMUNICATION MATERIALS, FORMS, AND OTHER REQUIRED DOCUMENTS

A. All communication materials and forms will be designed, produced and distributed at the Contractor's expense and will be approved in advance by the City. Communication materials will include such materials and forms necessary for accomplishing education activities related to the City's Plan. The materials will include: a brochure explaining the Plan and available investment alternatives for new and existing participants; a detailed participant handbook explaining all features and attributes of the Plan, including investment options, the Plan Document; a quarterly participant newsletter for the Plan; a distribution brochure explaining distribution options and applicable tax treatments; benefit applications; hardship withdrawal applications; loan applications and documents; transfer and rollover authorization forms; beneficiary forms; catch-up enrollment forms; qualified domestic relations orders forms (QDRO); and any other forms necessary to administer the provisions of the Plan. All communications, materials, and forms must be easily understood by all participants and will prominently reference the City of Santa Clara.

As mutually agreed upon by the Plan and the Contractor, the Contractor is expected to provide branded or co-branded customization to communication and training materials, forms, website pages, and other Plan-related materials to be specific to the City and the Plan. Additionally, materials, forms, and web pages, etc. should be either co-branded with logos for both the Contractor and the City or just branded for the City.

In addition to the above materials, the Contractor is also expected to provide access to Plan information and tools via computer programs designed for mobile devices such as smart phones and tablet computers.

B. The Contractor will prepare and maintain a manual of policies and procedures governing all aspects of the Plan and will provide copies as requested by the City or the Committee. The Contractor will assist the City in the drafting and adoption of any administrative rules necessary for the operation of the Plan.

C. The Contractor will enroll eligible participants in the Plan and process changes in participation using standardized forms prepared by the Contractor and approved in advance of use by the City. Enrollment responsibilities will include educating employees regarding all aspects of the Plan and the effect of participation on their net pay and future retirement income; providing each participant with copies of applicable prospectuses, participant handbooks, and Plan Documents, including brochure(s) explaining the attributes of the Plan; providing properly trained and licensed enrollment representatives; ensuring that all forms and authorizations submitted are complete and on file with the Contractor; monitoring participant elections and contributions to ensure compliance with Internal Revenue Code requirements; transmitting deferral data to the City; and providing notice to participants authorized to make catch-up contributions.

D. The Contractor will provide tools, both online and in hard copy format, to participants to assist them in making prudent and educated investment choices for their portfolios. These tools will be able to measure risk, maintain proper diversification, and assist the participant in determining future financial goals. Further, the Contractor's personnel will be able to assist participants to properly diversify their portfolios and make well informed investment decisions by providing educational materials or by using other instructional methods.

E. The Contractor will coordinate with the City's Human Resources Department to provide information, on an annual basis, to participants within ten years of retirement regarding "catch-up" provisions in the Plan, as well as Plan options and requirements relating to retirement.

6. COMMUNICATION AND EDUCATION PLAN

A. The Contractor will draft and present an annual Communication and Education Plan for consideration and approval by the Committee and/or the City. The Communication and Education Plan will fully describe enrollment, participation, and communication goals for City of Santa Clara employees that relate to the City's Plan and how the goals are intended to be met or exceeded. The Communication and Education Plan will be revised as necessary to address any failures to meet goals. The Contractor may be required to provide updates quarterly or as determined necessary by the Committee and the City.

B. The Communication and Education Plan will detail the Contractor's conduct of educational programs/communication informing employees regarding all aspects of the Plan and the effect of participation in the Plan on their net pay and future retirement income. The Contractor will also detail conduct of educational programs and communications to retirees regarding their services related to all aspects of retirees' Plan accounts. As part of the Communication and Education Plan the Contractor will provide information on the City's defined benefit retirement plan and social security to ensure that employees understand how these plans complement each other. These educational programs should focus solely on the City's 457(b) Plan and 401(a) Plan and are not to be used for solicitation for other vendor products or services.

7. INVESTMENT OPTIONS

A. The Contractor shall provide a variety of investment options that satisfy the Plan's Investment Policy Statement requirements. Investment options with any front-end or back-end loads or other similar fees, charges or penalties will not be considered. The investment options offered to the Plan will be selected by the Committee in consultation with its investment consultant, if any.

B. The Contractor will record-keep transactions associated with Self-Directed Brokerage Option (SDBO) accounts including establishment of SDBO accounts, facilitation of transfer of funds from participant's core accounts to SDBO accounts, and coordination of reporting related to quantity and asset allocation of SDBO accounts. Certain detailed reporting may be provided by the Contractor's SDBO provider.

C. The Contractor agrees to assist the City and its investment consultant, if any, in negotiating contracts with prospective investment providers, if required. The specifications and any proposed contracts are subject to the prior approval of the City or Committee to the extent any conditions of the proposed contracts are negotiable and to the extent any changes to the proposed contract specifications can be accommodated by Contractor's internal systems.

D. The Contractor will, at all times, represent with impartiality the available investment options offered under the Plan. Contractor shall ensure that investment information provided to participants, either orally through Contractor's personnel or through Contractor's communication materials, will be presented in a fair and equal manner, allowing participants to make individual choices based on their specific investment needs or desires. Contractor's personnel will not engage in preferential solicitation. The Contractor shall monitor its compliance with these provisions at reasonable intervals, and will report to the Committee the results of its monitoring efforts.

8. REPORTS

The Contractor will meet with the City quarterly and provide a written and verbal quarterly report on the performance of current investment options relative to their appropriate benchmarks and peer groups. In addition, at a minimum, the Contractor will provide the following reports to the Committee and additional reports as agreed to by the Contractor and the Committee from time to time. All reports will be submitted in a format approved by the Committee and the City.

A. The Contractor will provide the Committee and its consultant, if any, with quarterly financial statements, by investment, detailing: beginning balance; receipts (specifying deferrals, internal transfers received, and investment earnings or losses); loans; and distributions (specifying death benefit withdrawals, hardship withdrawals, internal transfers out, external transfers out, and administrative fees). The report shall also show aggregate participant asset allocation by asset class and across demographic criteria such as age or compensation. Contractor shall assist the Plan in identifying under-performing investment options and develop and review a list of appropriate alternatives for the Committee to review and approve, if appropriate.

B. Quarterly participation reports by Plan showing the number of participants actively deferring funds, number of participants receiving periodic distributions through the Contractor, number of inactive participants, and total participant accounts maintained by the Contractor.

C. Quarterly distribution reports showing the number of participants making a future election, and number of participants and beneficiaries initiating distributions during the quarter, by type (lump sum, periodic, etc.), and by reason (termination of employment, retirement, hardship, death, etc.). The reports should also show the volume of rollovers to the Contractor's proprietary IRA or annuity products, if any.

D. Quarterly marketing report identifying participant activity, including enrollments, increased and decreased deferrals, and describing marketing activity for the period.

E. Quarterly detailed revenue sharing accounting by fund and in aggregate for the Plan, if applicable. Contractor shall also provide an annual review of expense ratios and revenue sharing rates for funds within the Plan to ensure that they are within a reasonable range as compared to other funds of the same asset class.

F. Such reports as may be necessary to accomplish the Contractor's duties regarding participant communication related to the catch-up provision under the Plan, as well as Plan options and requirements related to retirement.

G. Each report will be submitted to City staff for review within thirty business days after the end of the quarter and submitted to the Committee a minimum of five business days in advance of its quarterly meeting following the end of the required reporting period.

9. COMMITTEE ASSISTANCE

A. The Contractor agrees to inform the Committee of any changes in state law or federal laws, rules, and regulations that may affect the validity, desirability, feasibility or the administration services provided to the Plan, and to provide recommendations for consideration by the City and its representatives from the City Attorney's Office.

B. The City will provide Contractor with a Plan Document that has been designed to comply with the requirements of Section 401(a) of the Internal Revenue Code and shall be responsible for preparing, adopting, and executing all amendments required to keep the Plan Document in compliance with the Internal Revenue Code as the result of applicable revisions to federal law. City acknowledges that the accuracy and completeness of the information and representations in the Plan Document are the sole responsibility of the City and that the Contractor is not required to review previous Plan Documents and will express no opinion as to the Plan Document's compliance with applicable laws and regulations. The City agrees to provide Contractor with executed copies of the Plan Document, any amendments to the Plan Document, and any other related Plan documentation requested by Contractor and required for the Contractor to provide the Services under this Agreement.

10. PLAN ADMINISTRATION EXPENSES

A. The Contractor agrees that its fees are to be collected from participants as set forth in Exhibit B of this Agreement, and will be the entire compensation due the Contractor for the Services and all the Contractor's duties and obligations under the Agreement, regardless of the difficulty, hours worked, or material or equipment provided. The fees set forth in the Agreement include, but are not limited to, all applicable taxes, overhead, profits and all other direct and indirect costs incurred or to be incurred by the Contractor. The Contractor acknowledges and agrees that it will not be entitled to receive any other compensation or remuneration whatsoever from the City in connection with the Contractor's services rendered.

The Contractor will assess and collect a plan administration expenses fee (the "Administration Fee") in a form determined by the City in writing as set forth in Exhibit B of this Agreement. This Plan Administration Fee will provide for miscellaneous Plan-related expenses, including staff expenses to administer the Plan, consultants, and education and training, and will be in addition to the Contractor's fees. Written direction to the Contractor regarding the assessment of the Administration Fee shall include the percentage rate, fixed amount, or other form of assessment as well as the assets or participants that such assessment shall be applied against, as applicable.

B. The Contractor may assess an internal asset fee (administrative fee) on such assets of a participant as are placed in an investment product of the Contractor, a related entity to the Contractor, a subsidiary of the Contractor or a parent company of the Contractor.

11. PLAN LOAN PROGRAM

Contractor will administer the Plan's participant loan program in accordance with established, written Plan Loan Procedures that have been approved by the City or the Committee.

12. COMPLIANCE WITH INTERNAL REVENUE CODE AND TREASURY GUIDELINES

The Contractor recognizes that the Plan is intended to at all times comply with the requirements of the Internal Revenue Code and Treasury regulations relevant to the administration of 401(a) defined contribution plans and will maintain knowledge of the federal laws and regulations applicable to such plans and will administer the Plan in a manner consistent with the requirements of the Internal Revenue Code, Internal Revenue Service guidance, applicable Treasury regulations, and the Plan Document. The Contractor will advise the Committee of any compliance issue or concern arising in the course of performing its duties under the Agreement, and will discuss options for any corrective or alternative course of action necessary. The Contractor will prepare, or engage the services of an external service provider to prepare, any documents or forms necessary to obtain approval from appropriate federal and state agencies as may be required to ensure full compliance with the laws and regulations governing the Plan. The Contractor will only ensure Plan compliance with applicable Internal Revenue Code and Treasury Regulations if the Plan adopts the Contractor's plan document.

13. ANNUAL PARTICIPANT SATISFACTION SURVEY

The Contractor will, at its sole expense, conduct an annual participant satisfaction survey. The content of the survey, the methodology used to conduct the survey, the adequacy of the statistical sampling methods, and the number of participants (including retirees) surveyed will be approved in advance by the Committee. The City and Contractor shall establish an annual timeframe for completion of this survey, which can be changed at the discretion of the City and/or the Committee.

14. ANNUAL FINANCIAL AUDIT

The City may request an annual financial audit of the Plan by an independent Certified Public Accountant. Due to potential conflicts of interest, Contractor will not select or contract with a CPA firm to perform plan financial audits. Contractor will co-sign on the engagement letters and initially cover the cost of the audit, with subsequent

reimbursement from the City. However, the CPA solicitation, approval and contracting shall be performed by the City.

15. CONTRACT TERMINATION DUTIES

A. The Contractor agrees that all records regarding the Plan will be the property of the City. Upon expiration or termination of the Agreement, the Contractor will provide to the City records kept by the Contractor hereunder and all monies held by the Contractor within a mutually agreed upon timeframe following the termination of Contractor's services. The records and monies will be transmitted to the City or its designee pursuant to reasonable written instructions given by the City. The Contractor will provide to participants a final statement upon the termination of the Agreement, effective the date the Agreement is terminated. The Contractor will also provide the City with a full written accounting of the status of each participant's account under the Plan.

B. Upon termination of this Agreement, the Contractor must fully cooperate with the City in an orderly transfer of administrative responsibilities and records to a new administrator. In the event that the City elects not to renew the Agreement at the end of its term, or otherwise terminates the Agreement for cause or convenience, the Contractor agrees to fully cooperate in the transition of a new administrator.

C. The Contractor must provide all necessary documents and computer files and generally assist the new administrator and the City in learning the content of such documents and files, or provide any additional assistance as will be mutually agreed upon. Once the Contractor has been notified of its termination, all general participant communications must be approved by the City. No unauthorized communications with participants in the Plan will be permitted.

16. PERFORMANCE STANDARDS

The following table contains performance standards that have associated reward or non-performance fees paid to the Plan. Nationwide has committed to a \$25,000 transition performance guarantee based on mutually agreeable standards and a maximum of \$25,000 annually to performance guarantees for each subsequent year as reflected below for the applicable activities. Violations of performance standards notwithstanding, any performance guarantee payment made to the City is separate from, and will have no bearing or limitation on, any payment due participant(s) related to errors or omissions with respect to or in any way connected with participant accounts and the Services performed by Contractor pursuant to this Agreement. In addition, nothing in this section shall limit the City's rights with respect to any other section of this Agreement. All of the performance standards below are to be applied to both the 457(b) plan and the 401(a) plan of the Plan Sponsor in the aggregate and not separately.

Activity	Performance Standard
<p>Client Service Representatives -Average Speed of Answer</p>	<p>All telephone calls by the City's participants to the Contractor's contact center's will be answered within forty (40) seconds on average at least 75% of the time.</p> <p>A report will be generated yearly from the system to document the necessary information regarding the number of telephone calls received and answered.</p> <p>\$15,000 performance guarantee paid to the City if Contractor fails to meet this standard on an annual basis.</p>
<p>Local Plan Representatives</p>	<p>All telephone messages and emails received from participants by local Plan representatives will be responded to within forty-eight (48) hours unless the representative's voice mail/email indicates the timeframe during which he/she will be unavailable and it exceeds that time limit. If so, the representative will respond to the telephone message and/or email within forty-eight (48) hours of his/her return.</p> <p>Local Plan representatives shall consistently provide detailed voice mail and email automated messages indicating timeframes that they are out of their office/unavailable to respond to participants.</p>

Participant Statement Mailing	<p>Starting with the first calendar quarter following the contract commencement, participant statements will be mailed within fifteen (15) Business Days of the end of each calendar quarter, or following receipt of information in good order from third party sources, whichever is later, as the information will include final fund values and performance/ return information from the participating investment providers.</p> <p>The fifteen (15) Business Day standard begins on the first calendar day of the calendar quarter or the first calendar day after all required information to be included with the statements has been received, whichever is later, and ends on the date statements are postmarked for mailing.</p> <p>\$5,000 performance guarantee paid to the City per quarter for each quarter that Contractor fails to meet this standard (total annual guarantee of \$20,000).</p>
Annual Group Seminars	<p>Starting in the quarter following the contract commencement, Contractor will design and present an Annual Business and Education Plan for consideration and approval by the City's Committee. The Business and Education Plan will include, but is not limited to, the number of group seminars that the Contractor will perform during the year informing employees of the aspects of the Plan.</p> <p>Subsequent Annual Business and Education Plans will include a description of the number of annual group seminars provided the previous year. Subsequent Annual Business and Education Plans will also include goals related to communication/education geared toward retirees. The Contractor will perform at least 95% of the annual group seminars approved in the Annual Business and Education Plan.</p>
Changes in Investment Elections	<p>100% of all changes in investment elections received by close of the NYSE requested by participants via telephone or the web site shall be processed on the same day when received in good order.</p>

Transfers or Reallocations	100% of all fund transfers (purchases and redemptions) requested by participants and in good order shall be executed within the investments at that day's closing NAV or price, provided the request was entered by close of stock exchanges.
Withdrawals Paid	All checks for payments shall be mailed no later than the third Business Day following the receipt of completed paperwork in good order and the posting of the daily valuation cycle.
Notification to Participants with Required Minimum Distributions	Participants requiring minimum required distributions shall be identified, mailed correspondence and election forms (if appropriate) and all RMDs shall be processed by December 1 of each calendar year.
Speed in correcting transaction errors	Transaction errors shall be rectified within five Business Days, or as soon as administratively feasible, of a participant's or the City's notification of such error.
Automated Communications	
Confirmations statements	95% of participant confirmation statements shall be produced and mailed within two Business Days after transaction. All confirmation statements shall be mailed no later than five Business Days after the transaction.
Distribution of educational and fund selection materials	Educational and fund selection material should be mailed within two Business Days after request is made.
Payment request material	Payment request forms should be mailed within two Business Days after request is made.
Quality/Accuracy Measurements	
Participant statement accuracy	99% accuracy on content of quarterly participant statements as mutually agreed upon by the City and Contractor.
Transaction accuracy (Participant requested transactions)	99% accuracy on processing rate measured by dividing the total number of transactions processed without errors by the total number of transactions processed; errors defined through audit and as reported.

<p>Accuracy of Plan-related reports to the City and the Committee</p>	<p>Contractor will provide Plan-related reports to the City for review that are, to the best of Contractor's knowledge, accurate, and suitable for future use with the Committee. Verbiage changes, client requested format changes during review, non-substantive errors and Plan Sponsor collaboration will not be considered to be an issue.</p> <p>The City can request a review on any specific provided item and have Contractor respond on their findings of whether the report met the accuracy component. Upon a mutually agreeable Service Measurement, a penalty could be assessed if the material is found to be inaccurate.</p> <p>\$5,000 performance guarantee paid to the City per quarter for each quarterly report for which Contractor fails to meet this standard (total annual guarantee of \$20,000).</p> <p>Maximum of an additional \$5,000 performance guarantee paid to the City on an annual basis for other reports for which Contractor does not meet this standard.</p>
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<p>Communication materials accuracy</p>	<p>Contractor will provide Plan-related marketing materials (including mailers, articles, educational materials, class/workshop, and related handouts, emails, and any other types of communication produced by Contractor for distribution to participants) that are, to the best of Contractor's knowledge, accurate, and suitable for future use with participants. Mutually agreed upon verbiage changes, client requested format changes during review, non-substantive errors and Plan Sponsor collaboration will not be considered to be an issue.</p> <p>The City can request a review on any specific provided item and have Contractor respond on their findings of whether the report met the accuracy component. Upon a mutually agreeable Service Measurement, a agreed upon penalty could be assessed if the material is to be found to be inaccurate.</p> <p>Maximum of \$20,000 in guarantee funds paid to the City on an annual basis for materials that Contractor produces which fail to meet this standard.</p>
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Controls for Manual & Systems Processes & Procedures	
Distribution upon request of generic & participant specific documents (including administrative forms, prospectuses, Plan Document and/or brochure, participant statement copies, etc.)	95% of the documents made available shall be mailed within two Business Days of the request; 100% of the documents to be faxed or emailed shall be faxed or emailed the day of the request.
Fulfillment (acceptable error rates & turnaround times)	99% accuracy on participant transaction confirmations, which shall be mailed within two Business Days.
Excess system capacity requirements -Web	Average of 25% excess capacity shall be maintained.
Excess system capacity requirements -VRU	Average of 25% excess capacity shall be maintained.
Response time for resolving issue when research is required (contact initiated through service representative)	Written complaints will be responded to within five Business Days. Contractor will report unresolved complaints to the City after ten Business Days.
Standard Commitment for System Availability and Recovery	
Unscheduled downtime -web access for Participant and City functions	99% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification).
Unscheduled downtime - VRU access for Participant functions	99% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification).

Scheduled maintenance - VRU	VRU maintenance and updates shall typically take place during weekend and night hours. Long outages due to maintenance are not anticipated. However, if outages greater than eight hours are required, the City and participants will be provided at least 48 hours advance notice.
Scheduled maintenance - Web	Web maintenance and updates shall typically take place during weekend and night hours. Long outages due to maintenance are not anticipated. However, if outages greater than eight hours are required, the City and participants will be provided at least 48 hours advance notice.
Availability of record keeping system (exclusive of routine maintenance)	99% availability out of 24 hours per day, 7 days a week; maintenance should not be scheduled for prime time and should not exceed 6 hours.
System recovery following disaster	72 hours.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

**EXHIBIT B
FEE SCHEDULE**

1. NATIONWIDE FEES

The Contractor's Services under this Agreement are rendered in connection with the City's selection of certain investment products offered by or through Nationwide (the "Investment Options"). It is anticipated that the revenues paid to Contractor from such investment products, in addition to asset management fees assessed by Contractor, and participant fees, if any, shall constitute the sources of compensation for the Services rendered under this Agreement. Fees are subject to certain performance guarantees as described in Exhibit A - Scope of Services, Section 16. It is anticipated that all Services provided by Contractor under this Agreement shall be provided at no cost to the City. Fees are as follows:

A. In connection with the Services contained in this Agreement, the Contractor shall be paid an annualized compensation requirement (the "Contractor Fee") of 0.02% to be calculated and assessed monthly based on the market value of Total Plan Assets held by Contractor as of the last Business Day of each month. The Contractor Fee will be calculated and assessed as detailed below:

Contractor Fee (0.02%) x Total Plan Assets on Last Business Day of Month x
(number of calendar days since the last fee was assessed) / (number of days in the
calendar year)

If this Agreement is terminated on a date other than the last Business Day of a month, the final Contractor Fee shall be assessed as of the termination date of the Agreement using the Total Plan Assets as of the Termination Date. Total Plan Assets include all Plan assets held by the Contractor, and include Plan assets in the Self-Directed Brokerage Account, but exclude outstanding Plan participant loan balances. Adjustments to the Contractor Fee may be made to reflect changes to Services or other requirements as mutually agreed to in writing between the Parties.

2. PLAN ADMINISTRATION EXPENSES

The Contractor will assess and collect a plan administration expenses fee (the "Administration Fee") in a form and amount determined by the City in writing. Unless revised in writing, the Administration Fee shall be calculated and assessed monthly

based on the market value of Total Plan Assets held by Contractor as of the last Business Day of each month. The Administration Fee will be calculated and assessed as detailed below:

Administration Fee Percentage x Total Plan Assets on Last Business Day of Month x (number of calendar days since the last fee was assessed) / (number of days in the calendar year)

If this Agreement is terminated on a date other than the last Business Day of a month, the final Administration Fee shall be assessed as of the termination date of the Agreement using the Total Plan Assets as of the Termination Date. Total Plan Assets include all Plan assets held by the Contractor and include Plan assets in the Self-Directed Brokerage Account, but exclude outstanding Plan participant loan balances.

The City directs Contractor to establish and maintain a separate account (the "Plan Expense Account") to which the Administration Fee will be credited. Unless agreed to in writing by both Parties, the Administration Fee shall be credited to the Plan Expense Account on a monthly basis and all amounts in the Plan Expense Account, including all investment earnings, shall be sent to the City within thirty Business Days following the end of each March, June, September, and December. The City 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 account balance, account transactions and investment experience of the Plan Expense Account will be reported to the City no later than thirty Business Days after the end of each March, June, September, and December.

The City may direct the Contractor in writing to allocate any balance in the Plan Expense Account to participant accounts on a pro-rata basis based on their total average account balance to be mutually determined and agreed to by the Parties.

Payments to the City shall be made by the Contractor to the following address unless other payment instructions are received by Contractor in writing from the City:

City of Santa Clara
Attn: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050

3. ADMINISTRATIVE EXPENSE TARGET SHORTFALL

If the revenue received is insufficient to meet City expenses under Section 2 above, the City may implement changes that would be expected to generate revenues commensurate with target amounts.

4. PARTICIPANT- LEVEL SERVICE FEES

Contractor shall be permitted to charge participants fees related to the following services or options available to participants.

A. Loan Fees. Contractor shall be permitted to charge the following fees to participants who elect to take a loan from the City's Plan:

1. Annual Loan Maintenance Fee: \$50.00

B. Self-Directed Brokerage Option ("SDBO"). Contractor shall be permitted to charge the following fees to participants who elect to participate in the SDBO available under the City's Plan:

1. Annual SDBO Maintenance Fee: \$50.00

C. Additional Services. If the City requests additional services pursuant to Exhibit A — SCOPE OF SERVICES, of this Agreement, Contractor shall be compensated for such additional services as mutually agreed upon in writing by the Parties.

5. REPORTING

An analysis of revenue generated and fees paid shall be reported to the City by the Contractor each quarter.

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**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

- B. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
- C. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned, and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes, and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported, or towed by, being loaded onto, or being unloaded from a covered auto.

WORKERS' COMPENSATION

- D. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
- E. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s), or other employee benefits act(s).
- F. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers, and agents.

PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors, or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

- G. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers, and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
- H. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
- I. Cancellation.
 - Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) calendar days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) calendar days prior to the effective date of non-renewal.
 - Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) calendar days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) calendar days prior to the effective date of non-renewal.
- J. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

- K. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
- L. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- M. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications

and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
P.O. Box 100085 - S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
NATIONWIDE RETIREMENT SOLUTIONS, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

- e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 - 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
- 1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 - 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) calendar days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) calendar days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**NONSTANDARDIZED GOVERNMENTAL PROFIT SHARING/401(k) PLAN
ADOPTION AGREEMENT #001**

By executing this Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Profit Sharing/401(k) Plan for its Employees. The Governmental Profit Sharing/401(k) Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.**

**SECTION 1
EMPLOYER INFORMATION**

1-1 EMPLOYER INFORMATION.

Name: City of Santa Clara

Address: 1500 Warburton Ave.
Santa Clara, CA 95050

Telephone: (408) 615-2080

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 94-6000426

1-3 FORM OF BUSINESS.

- State or political subdivision of a State
- State agency or instrumentality
- Indian Tribal Government
- Describe other Employer qualified to adopt a Governmental Plan: _____

1-4 EMPLOYER'S TAX YEAR END. The Employer's tax year ends June 30

1-5 RELATED EMPLOYERS. Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?

- Yes
- No

If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes and the Employer need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]

**SECTION 2
PLAN INFORMATION**

2-1 PLAN NAME. City of Santa Clara 401(a) Plan

Original Effective Date: January 1, 2025

Restatement Effective Date: _____

2-2 PLAN NUMBER. 002

2-3 TYPE OF PLAN.

- (a) This Plan is a Profit Sharing Plan. *(Note: May also include Matching Contributions under AA §6B.)*
- (b) This Plan is a Grandfathered Profit Sharing/401(k) Plan. *[Note: To qualify as a Grandfathered Profit Sharing/401(k) Plan, the Employer must have maintained a 401(k) plan as of May 6, 1986. A Grandfathered Profit Sharing/401(k) Plan may also include a plan of an Indian Tribal Government, as defined in Section 1.58 of the Plan. See Section 1.55 of the Plan for a more detailed description of a Grandfathered Profit Sharing/401(k) Plan.]*
- (c) The Plan is intended to be a FICA Replacement Plan (as described under Section 4.03 of the Plan). *[Note: If this subsection (c) is checked, elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.]*

2-4 **PLAN YEAR.**

- (a) Calendar year.
- (b) The 12-consecutive month period ending on _____ each year.
- (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 **FROZEN PLAN.** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective _____. (See Section 3.02(a)(2) of the Plan.)

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-6 **MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- Yes
- No

2-7 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.
- (b) Name: _____
Address: _____
Telephone: _____

2-8 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer’s disability insurance plan and is determined to be disabled under such plan.
- (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[Note: An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.]

- (d) Alternative definition of Disabled: _____

[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Non-Represented Employees</u>

[**Note:** The elections under the ER column apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (l) above. The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) ___ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ___ Hours of Service during an Eligibility Computation Period. [Note: An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i) below. Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below. <input type="checkbox"/> (i) Full-time Employees must complete the following minimum service

Deferral Match ER

requirements to participate in the Plan:

- (A) There is no minimum service requirement for participation in the Plan.
- (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
- (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
- (D) Describe: _____

[Note: Any conditions provided under this subsection (D) must be definitely determinable.]

- (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

- (A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
 - (I) ____ hours per week.
 - (II) ____ hours per month.
 - (III) ____ hours per year.
- (B) Describe part-time Employees for this purpose: _____

[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]

- (6) Under the Elapsed Time method as described in AA §4-3(c) below.
- (7) Describe eligibility conditions: _____

- (b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral Match ER

- (1) There is no minimum age for Plan eligibility.
- (2) Age 21.
- (3) Age ____.

- (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: Any elections under the ER column under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (c) above. Subsection (c) above may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special rules under subsection (c) above must be definitely determinable.]

- 4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Deferral Match ER

- (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
- (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
- (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Monthly. The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Payroll period. The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) The first day of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Describe Entry Date: _____ [<i>Note: Entry Date under this subsection (g) must be no later than 3 years after the date described under (a).</i>]

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) coinciding with or next following satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(j) nearest the satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(k) preceding the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[*Note: The elections under the ER column under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l) above. Any special rules under subsection (l) above must be definitely determinable.*]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)

Deferral Match ER

(c) **Elapsed Time method.** Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the Plan.)

- (1) For Deferral, must complete a ____ period of service
- (2) For Match, must complete a ____ period of service
- (3) For ER, must complete a ____ period of service

[Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]

(d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:

- (1) All Employees.
- (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

Hours of Service for eligibility will be determined under the following Equivalency Method.

- (3) **Monthly.** 190 Hours of Service for each month worked.
- (4) **Weekly.** 45 Hours of Service for each week worked.
- (5) **Daily.** 10 Hours of Service for each day worked.
- (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.
- (7) **Describe Equivalency Method:** _____

[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]

(e) **Special eligibility provisions.** _____

[Note: The elections under the ER column under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) above must be definitely determinable.]

4-4 EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS. The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral Match ER

An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below):

- (a) the Effective Date of this Plan (as designated in the Employer Signature Page).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) _____ *[insert date no earlier than the Effective Date of this Plan]*

An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

- (d) This AA §4-4 only applies to the minimum service condition.
- (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the

designated date unless designated otherwise under subsection (f) or (g) below.

(f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____

(g) Describe special rules: _____

[Note: An Employee who is employed as of the designated date described in this AA §4-4 will enter the Plan as of such date unless a different Entry Date is designated under subsection (g) above. The elections under the ER column apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (g) above. Any special rules under subsection (g) above must be definitely determinable.]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

(a) The Plan will count service with the following Predecessor Employers:

	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Describe any special provisions applicable to Predecessor Employer service: _____

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

(a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

(b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. *[Enter "0" if prior service will be disregarded for all rehired Employees.]*

(c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

(d) Describe: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.

(a) W-2 Wages

(b) Code §415 Compensation

(c) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, each definition includes Elective Deferrals as defined in Section 1.36 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.94(b) of the Plan, unless otherwise elected below.

(a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation.

(1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

(2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the

Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[Note: Plan Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l) below.]

- (b) **Continuation payments for disabled Participants.** If this subsection (b) is not elected, Total Compensation does not include continuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.94(c) of the Plan.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.) <i>[Note: If this subsection (h) is not elected, amounts received for services performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) "Deemed §125 compensation" as defined in Section 1.94(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.94(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.94(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under the ER column under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l).]

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. *[Note: If a period other than the Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]*

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on _____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.75(b) of the Plan.)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(i) of the Plan) will not apply unless designated otherwise under this subsection (c).

Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

- 6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer/Employee may make the following contributions under the Plan:

- (a) Employer Contributions under AA §6-2
- (b) Voluntary After-Tax Employee Contributions under AA §6-7(a)
- (c) Mandatory After-Tax Employee Contributions under AA §6-7(b)
- (d) Employer Pick-Up Contributions under AA §6-7(c)
- (e) N/A. No Employer/Employee Contributions are permitted under the Plan [*Skip to Section 6A*]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
 - (1) **Fixed percentage.** ___% of each Participant’s Plan Compensation.
 - (2) **Fixed dollar.** \$___ for each Participant.
 - (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. [*Note: If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.*]
- (c) **Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[*Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.*]
- (d) **Service-based contribution.** The Employer will make the following contribution:
 - (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation for each period of service designated below.
 - (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
 - (3) **Fixed dollar.** \$___ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- (4) Each Hour of Service
- (5) Each week of employment
- (6) Describe period: _____

The service-based contribution is subject to the following rules.

- (7) Describe any special provisions that apply to service-based contribution: _____
- (e) **Describe special rules for determining contributions under Plan:** _____

[Note: Any special rules under this subsection (e) may only describe the basis for determining a discretionary service-based contribution, such as a uniform dollar amount, and must be definitely determinable.]

6-3 ALLOCATION FORMULA.

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
 - (1) as a uniform percentage of Plan Compensation.
 - (2) as a uniform dollar amount.
- (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.
- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below.

- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
 - (i) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
 - (A) N/A (B) \$1
 - (C) \$100 (D) \$1,000
 - (ii) \$____ (not to exceed the Taxable Wage Base)
 - (iii) 20% of the Taxable Wage Base

[Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]
- (2) **Describe special rules for applying permitted disparity allocation formula:** _____
[Note: Any special rules under subsection (2) must be definitely determinable.]
- (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:
 - (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).
 - (2) ____ points for each \$____ of Plan Compensation.
 - (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:
 - (i) In the same manner as determined for eligibility.
 - (ii) In the same manner as determined for vesting.
 - (iii) Points will not be provided with respect to Years of Service in excess of ____.
- (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.
 - (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).
 - (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.

- The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Group 1: _____

[*Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]

- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)

- (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

- (ii) **Describe:** _____

[*Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.*]

- (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ____% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

- (3) **Describe special rules applicable to age-based allocation:** _____

[*Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.*]

- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).

- (h) **Describe special rules for determining allocation formula:** _____

[*Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.*]

6-4 **CONTRIBUTIONS OF ACCRUED SICK, PTO AND/OR VACATION LEAVE.** [*Note: Do not complete this AA §6-4 and instead use AA§6-7(c) if this is an Employer Pick-Up Contribution.*]

- (a) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____

- (b) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____

[*Note: The Employer must describe an Employer Contribution of accrued unpaid sick, and/or vacation leave that meets the following requirements:*

- The leave converted under the arrangement can only be accrued unpaid leave;
- The leave converted can only be sick and/or vacation leave;
- The Employer must designate how often the conversions occur under this AA §6-4;
- The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;

- The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;
- The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and
- The leave conversion formula is definitely determinable.]

6-5 **SPECIAL RULES.** No special rules apply with respect to Employer/Employee Contributions under the Plan, except to the extent designated under this AA §6-5. Unless designated otherwise, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

(a) **Period for determining Employer/Employee Contributions.** Instead of the Plan Year, Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [**Note:** The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3(c) above.]

(1) Plan Year quarter

(2) calendar month

(3) payroll period

(4) Other: _____

[**Note:** Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a).]

(b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

(1) ___% of Plan Compensation

(2) \$___

(3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.

(c) **Offset of Employer Contribution.**

(1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [insert name of plan(s)]. (See Section 3.02(a)(1) of the Plan.)

(2) In applying the offset under this subsection (c), the following rules apply: _____

(d) **Special rules:** _____

[**Note:** Any special rules under this subsection (d) must be definitely determinable.]

6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. [**Note:** No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.]

(a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) ___ Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

(E) Describe: _____

[**Note:** Any description under this subsection (E) must be definitely determinable.]

(2) ___ consecutive days of employment with the Employer during the Plan Year.

- (d) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee:
- (i) dies.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) terminates employment after attaining Normal Retirement Age.
[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (v) terminates employment after attaining Early Retirement Age.
[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) above do not apply to:
- (i) an employment condition under subsection (b) above.
 - (ii) a minimum service condition under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: _____
[Note: Any special rules under this subsection (e) must be definitely determinable.]

6-7 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
- (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
- (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
 - (A) _____% of Plan Compensation
 - (B) \$_____for the following period:
 - (C) the entire Plan Year.
 - (D) the portion of the Plan Year during which the Employee is eligible to participate.
 - (E) each separate payroll period during which the Employee is eligible to participate.
 - (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
 - (A) _____% of Plan Compensation
 - (B) \$_____
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.

- (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** _____
[*Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.*]
- (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
- (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
- (i) _____% of each Employee's Total Compensation.
- (ii) \$_____ for each Participant.
- (iii) Describe rate or amount: _____
- (2) **Special rules** applicable to Mandatory After-Tax Employee Contributions: _____
- (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
- (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
- (i) _____% of Plan Compensation.
- (ii) \$_____ per pay period.
- (iii) Any amount from _____% to _____% of Plan Compensation, as designated by the Employee.
[*Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.*]
- (2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
- (3) Special rules applicable to Employer Pick-Up Contributions: _____
- [*Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.*]

**SECTION 6A
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

- Yes.
- No. [*If "No" is checked, skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

(a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

- (1) _____% of Plan Compensation.
- (2) \$_____.

[*Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

- (3) Plan Year.
- (4) the portion of the Plan Year during which the individual is eligible to participate.
- (5) each separate payroll period during which the individual is eligible to participate.
- (b) **Limits on deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.*]

- (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation, Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (2) A Participant may defer up to ___% (not to exceed 100%) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (3) Describe special rules applicable to deferrals on bonus payments: _____

[*Note: If this subsection (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3(e).*]

- (c) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) ___% of Plan Compensation for a payroll period.
- (b) \$___ for a payroll period.
- (c) Describe: _____

[*Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3.*]

6A-4 **CATCH-UP CONTRIBUTIONS.** Catch-Up Contributions (as defined in Section 3.02(c)(2)(iv) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.02(c)(2)(v) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

- (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [*Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8(b) below. Roth Deferrals may not be made prior to January 1, 2006.*]
- (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (As described under Section 7.11(b)(2) of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan, such distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.)

Alternatively, the Employer may designate the order of distributions as listed below:

- (1) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
 - (2) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
 - (3) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.
- (c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) below must be checked.
 - (1) **Effective date.** Effective _____ [*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[**Note:** The Plan must provide for Roth Deferrals under AA §6A-5(a) above as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

(2) **In-Service Distribution.**

- (i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [**Note:** If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]
- (ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Salary Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Contributions
- (v) Rollover Contributions
- (vi) Employer Pick-Up Contributions
- (vii) Describe: _____

[**Note:** Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]

(4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
[**Note:** If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.]
- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$___ (may not exceed \$1,000).
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
[**Note:** If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]
- (iv) Describe: _____

[**Note:** Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.

[**Note:** If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the

Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).

- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.
 (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.
 (iii) Describe distribution options: _____

- (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 SALARY DEFERRAL ELECTIONS.

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.
- Participant's affirmative election does not cease upon termination of employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon termination of employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of employment termination will apply upon rehire.

[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]

6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.02(c)(2)(iii) of the Plan, unless provided otherwise under this AA §6A-7.

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.
- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:
- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
 (ii) _____ *[insert date no earlier than the Effective Date of the Plan]*
 (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*
- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.02(c)(2)(iii) of the Plan. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Code §414(w).]*

- (i) **Automatic deferral amount.**
- (A) ___% of Plan Compensation.
- (B) \$_____.
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount.
- (A) ___% of Plan Compensation.
- (B) \$_____.
- (C) If this (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- (D) ___% of Plan Compensation.
- (E) \$_____.
- (F) Describe: _____

[Note: Any special application of the automatic increase provisions must be definitely determinable and must provide for Employer discretion.]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: _____
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- (A) at the end of each Plan Year.
- (B) Describe date that the affirmative election will expire: _____
- [Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]*

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.

- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- (v) **Special rules:** _____
- [*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(i) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(i) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(i) above takes effect as of the appropriate date within the ____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **Effective date.** The automatic increase described under subsection (2)(i) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) Other date: _____
- (iv) **Special rules:** _____
- (5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).
- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (ii) **Describe special rules applicable to rehired employees:** _____
- [*Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- (1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.).
- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.
- (2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.

- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

(c) **Other automatic deferral provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.02(c)(2)(i) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) ____ (insert date no earlier than the date the Plan is executed by the Employer).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.**
- No.** [If “No” is checked, skip to Section 7.]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below. [See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)
- (1) Discretionary matching contributions will be allocated as a flat dollar amount.
 - (2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.
- Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions no later than 60 days following the last date on which the discretionary Matching Contribution is made to the Plan for the Plan Year. If this AA §6B-2(a)(2) is elected, the written instruction requirement does not take effect until the first day of the Plan Year following the Plan Year in which this Plan’s Cycle 3 restatement is executed.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- (1) ____% of Eligible Contributions made for each period designated in AA §6B-5 below.
 - (2) \$____ for each period designated in AA §6B-5 below.

- (c) **Matching Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[*Note:* Insert the appropriate Matching Contribution formula from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

- (d) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each tier.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions to all Participants based on Years of Service with the Employer. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Year of Service level.

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (5) Years of Service equal to and above ____	_____%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[*Note:* Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2) below.

(1) **Designated Employee groups.**

[*Note:* Each group designation must describe a group of Employees which is definitely determinable with no Employer discretion.]

(2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1) above. The discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Employee group. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1) above.

[*Note:* Each separate rate of Matching Contribution must be definitely determinable and will be allocated uniformly to the members of the group.]

- (g) **Describe special rules for determining Matching Contribution formula:** _____

[*Note: Any special rules may not provide for a discretionary Matching Contribution allocation formula, must be described in a manner that precludes Employer discretion and must satisfy the definitely determinable requirements of Treas. Reg. §1.401-1.*]

6B-3 **ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6B-3, the Matching Contribution described in AA §6B-2 will apply to all Eligible Contributions authorized under AA §6-7 and/or AA §6A.

- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:
- (1) Pre-tax Salary Deferrals under AA §6A.
 - (2) Roth Deferrals under AA §6A-5.
 - (3) Catch-Up Contributions under AA §6A-4.
 - (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
 - (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
 - (6) Employer Pick-Up Contributions under AA §6-7(c).
- (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
 - (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: _____

[*Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another qualified plan or Code §403(b) or Code §457(b) plan.*]

- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or multiple entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or multiple entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.
- The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.
- (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions designated under AA §6B-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4.

- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions under AA §6B-3 that do not exceed:
- (1) _____% of Plan Compensation.
 - (2) \$_____.
 - (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[*Note: If both subsections (1) and (2) above are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) _____% of Plan Compensation.
 - (2) \$_____.
- (c) **Special limits applicable to Matching Contributions:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions under AA §6B-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this AA §6B-5.]

[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. See Section 3.02(c)(3)(iii) of the Plan.]

6B-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

(a) **Application of allocation conditions.**

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

- (1) _____ Hours of Service during the Plan Year.
 - (i) Hours of Service are determined using actual Hours of Service.
 - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
 - (A) Monthly (B) Weekly
 - (C) Daily (D) Semi-monthly
 - (E) Describe: _____

[Note: Any description under subsection (E) above must be definitely determinable.]

(2) _____ consecutive days of employment with the Employer during the Plan Year.

(d) **Exceptions.**

- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
 - (i) dies.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) terminates employment after attaining Normal Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.]

(v) terminates employment after attaining Early Retirement Age.

[*Note: This waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.*]

- (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) above do not apply to:
 - (i) an employment condition designated under subsection (b) above.
 - (ii) a minimum service condition designated under subsection (c) above.
- (e) Describe any special rules governing the allocation conditions under the Plan: _____

**SECTION 7
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age ____ (not to exceed 65).
- (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of:
 - (1) the Employee’s participation commencement date (as defined in Section 1.68 of the Plan).
 - (2) the Employee’s employment commencement date.
- (c) Describe Normal Retirement Age: The Normal Retirement Age according to the employees' retirement formula under California Public Employees' Retirement System (CalPERS)

[*Note: The Normal Retirement Age must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.*]

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
 - (1) Attainment of age ____
 - (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or
 - (3) The completion of ____ Years of Service, determined as follows:
 - (i) Same as for eligibility.
 - (ii) Same as for vesting
- (b) Describe. _____

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for any Employer and/or Matching Contributions that are subject to a vesting schedule under AA §8-2?

- Yes
- No [*If “No” is checked, skip to Section 9.*]

[*Note: “Yes” should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. “No” should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to*

vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under the Plan. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

- | ER | Match | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) Full and immediate vesting. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) Three-year cliff vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) Six-year graded vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) Modified vesting schedule |
| | | ___% immediately on Plan participation |
| | | ___% after 1 Year of Service |
| | | ___% after 2 Years of Service |
| | | ___% after 3 Years of Service |
| | | ___% after 4 Years of Service |
| | | ___% after 5 Years of Service |
| | | ___% after 6 Years of Service |
| | | ___% after 7 Years of Service |
| | | ___% after 8 Years of Service |
| | | ___% after 9 Years of Service |
| | | 100% after 10 Years of Service |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Other: vesting schedule: _____ |
- [Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]*

(b) **Special provisions applicable to vesting schedule:** _____

[Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting requirements.]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's ___ birthday is excluded.
- (c) Describe vesting service exclusions: _____

[Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
- (b) terminates employment due to becoming Disabled
- (c) becomes Disabled
- (d) reaches Early Retirement Age
- (e) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	(b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <input type="checkbox"/> (1) The 12-month period beginning with the Employee’s Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee’s Employment Commencement Date. <input type="checkbox"/> (2) Describe: _____ <p><i>[Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	(c) Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	(d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. <p>Hours of Service for vesting will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Describe Equivalency Method: _____ <p><i>[Note: Any description of an Equivalency Method must be definitely determinable.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	(e) Special rules: _____
		<i>[Note: Any special rules under this subsection (e) must be definitely determinable.]</i>

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
- (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. [*Enter “0” if prior service will be disregarded for all rehired Employees.*]

- (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
- (d) Describe any special rules for applying the vesting Break in Service rules: _____
[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

8-7 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

- | ER | Match | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [<i>Do not complete the rest of this AA §8-7.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c) above, forfeitures will be applied:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as for the source for which the forfeiture is being allocated, unless designated otherwise below.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition. |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

- | | | |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe: _____ |
|--------------------------|--------------------------|---------------------|

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

- The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

- A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

- (c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-8(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

- If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply.

- 8-9 **SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT.** Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check to box below.

- The Plan will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

SECTION 9

DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

- 9-1 **AVAILABLE FORMS OF DISTRIBUTION.**

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
- Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$_____.
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- (d) **Describe distribution options:** Repetitive payments

[Note: Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

- 9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$_____.
- (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).

- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
 - (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
 - (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe** any special rules affecting Participant or Spousal consent: _____
[Note: Any special rules under this subsection (c) must be definitely determinable.]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
 - (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) attainment of Normal Retirement Age, death or becoming Disabled.
 - (6) Describe: _____
[Note: Any special rules under this subsection (6) must be definitely determinable.]
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:
 - (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) Describe: _____
[Note: Any special rules under this subsection (5) must be definitely determinable.]
- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$_____.
- (d) **Describe additional distribution options:** If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant, if permitted by the Employer, may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)). A transfer may be made before the Participant has had a Severance from Employment.
[Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Immediate distribution upon termination of employment.** Distribution will be made as soon as reasonable following the date the Participant terminates employment on account of becoming Disabled.
- (b) **Following year distribution upon termination of employment.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates employment on account of becoming Disabled.
- (c) **Describe:** _____
[Note: Any distribution event described in this subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-5 DETERMINATION OF BENEFICIARY.

(a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant’s death benefit, such amount shall be distributed to the Participant’s surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant’s surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant’s estate.

If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:

(1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant’s children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.

(2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participant’s death benefit, such amount shall be distributed to the Participant’s surviving Spouse. If the Participant does not have a surviving Spouse, distribution will be made to the Participant’s surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants). If the Participant has no surviving children, distribution will be made to the Participant’s surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participant’s estate.

[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant’s death benefit.]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant’s death, unless designated otherwise under this subsection (b).

If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant’s death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant’s death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.

If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]

**SECTION 10
IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No in-service distributions are permitted. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Attainment of age 59½. |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Describe: _____

[Note: No in-service distribution of Salary Deferrals is permitted prior to age 59½, except for Hardship, or Disability. If Normal Retirement Age or Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals (if subsection (f) or (g) above is checked under the Deferral column). If this Plan has accepted a transfer of assets from a pension plan (e.g., a money purchase plan), no in-service distribution from amounts attributable to such transferred assets is permitted prior to age 62, except for Disability.]

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-7, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship (that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$_____.
- (d) A Participant may not take an in-service distribution of more than \$_____.

- (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: _____

[Note: This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]
- (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: _____
- (h) Other distribution rules: _____

10-4 **REQUIRED MINIMUM DISTRIBUTIONS.**

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:

 - (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant’s death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
 - (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- (b) **Describe any special rules applicable to required minimum distributions:** _____

[Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) Describe: _____

[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]
- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants’ Accounts: _____

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

(a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.

[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]

(b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(ii) of the Plan.)

(c) **Special rules:** _____

[Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]

11-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.

(a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

(b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(I), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan.

11-5 **TREATMENT OF CERTAIN BENEFITS.** The protected benefits rules under Code §411(d)(6) do not apply to the Plan. However, the Employer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of certain benefits following events such as plan merger or consolidation, transfer of assets or similar events.

Describe treatment of benefits: _____

[Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.]

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.

The following special rules apply with respect to Multiple Employer Plans: _____

[Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]

APPENDIX A
SPECIAL EFFECTIVE DATES

[*Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.*]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer Contributions.** The Employer Contribution provisions under the Plan are effective as follows:

- A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under the Plan are effective as follows:

- A-6 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- A-7 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-11 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, as follows:

- A-14 **Other special effective dates:**

- A-15 **Special effective dates for restated pre-approved plans:** Use this A-15 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15.

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. Loans are subject to any internal limitations or rules imposed by the Investment Arrangement or the service provider or platform.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
 (b) Loans will be provided under a separate written loan policy. [*Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, complete this AA §B-3:

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.
 (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.
 (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.
 (d) Describe limitations on receiving loans under the Plan: _____
[*Note: Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.*]

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.
 (b) The minimum loan amount is \$_____.
 (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate plus ___ percentage point(s).
 (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.
 (c) Describe: _____

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

- B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
 - (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant’s entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
 - (b) The cure period for determining when a Participant loan is treated as in default will be the greater of _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.
 - (c) The cure period for determining when a loan is treated as in default will be _____ days (cannot exceed 90) following the first missed loan payment.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant’s primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this default provision, complete this AA §B-11.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
 - (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
 - (c) Loans for the purchase of a Participant’s primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant’s termination of employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant’s termination of employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
 - (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: _____
 - Participant loans will only be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

The following special rules will apply with respect to Participant loans under the Plan: _____

[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

(a) No

(b) Yes, but subject to the following restrictions:

(1) No restrictions apply

(2) Only for Accounts that are 100% vested

(3) Specify Accounts: _____

(4) Describe any special rules that apply for purposes of direction of investments: _____

[Note: This subsection (4) may be used to describe special investment provisions for specific types of investments.]

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

(a) No

(b) Yes

(1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

(2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.

(3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 **LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

(a) No

(b) Yes

C-4 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

(a) The Employer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.

(b) The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed for City of Santa Clara 401(a) Plan to effect:

- (a) The adoption of a **new plan**, effective 1-1-2025 [*insert Effective Date of Plan*]. [**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
 - (1) Effective date of restatement: _____ [**Note:** Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
 - (2) Name of plan(s) being restated: _____
 - (3) The original effective date of the plan(s) being restated: _____
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Date(s) of amendment/restatement: _____
 - (2) Name of plan being amended/restated: _____
 - (3) The original effective date of the plan being amended/restated: _____
 - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

PRE-APPROVED PLAN PROVIDER INFORMATION. The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

Name of Pre-Approved Plan Provider (or authorized representative): Nationwide Financial Services, Inc.
Address: 10 W. Nationwide Blvd. Columbus, OH 43215
Telephone number: 877-677-3678

IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs, or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

City of Santa Clara
(Name of Employer)

(Name of authorized representative) (Title)

(Signature) (Date)

TRUST DECLARATION

This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.

[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

Name of Plan. City of Santa Clara 401(a) Plan

Name of Employer. City of Santa Clara

Effective date of Trust Agreement: 1-1-2025

(a) **The Trust terms are:**

(1) **Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.**

[Note: Trustee must complete the Trustee Signature section under Section (b) below.]

(i) **Directed Trustee.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

(ii) **Discretionary Trustee.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

[Modification of ASC Trust Agreement Provisions. The Employer may amend the Trust provisions as provided under Section 1.18 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust Agreement, including any modification thereto. The Provider and the adopting Employer should review any modifications of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

(2) **Determined under a separate Trust agreement(s).** The Trust provisions are contained in a separate Trust Agreement that has been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall control the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.

Name of Trustee. Nationwide Trust Company, FSB

Title of Trust Agreement. Nationwide Trust Agreement

Address of Trustee. 10 W. Nationwide Blvd.

Columbus, OH 43215

[Note: In using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Trustee Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the information above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]

(3) **Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.** There is no Trust associated with the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts.

[Note: No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate agreement with the custodian or insurance company. Such separate agreement must be consistent with the terms of the Plan.]

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved Plan Provider has Defaults as indicated by the items marked as Default under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved Plan Provider, the adopting Employer does not need to execute this Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign this Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

(a) **Source accounts (not including earnings).** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(8) or HD-1(a)(9) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.10(e) of the Plan, as amended by this interim amendment, with respect to the following sources:

- (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- (2) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (3) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (4) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (5) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (6) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (7) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (9) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

(b) **Earnings on source accounts.** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(11) or HD-1(b)(12) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on the following available sources:

- (1) Amounts available for Hardship include earnings on all available sources.
- (2) No change to current Plan rule (i.e., earnings are not available on Salary Deferrals, except for those on grandfathered (pre-1989) earnings, if applicable).
- (3) Pre-Tax Salary Deferral Account
- (4) Roth Deferral Account
- (5) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (6) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (7) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (9) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (10) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (11) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (12) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- (c) Describe any special requirements with respect to the need to first obtain all available loans: _____
- (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the safe harbor Hardship distribution suspension rule.)

[Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.]

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.
- (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
 - Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS. (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-5 OTHER APPLICABLE RULES. Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: _____

HD-6 MEMORIALIZATION OF PRIOR OPERATION. The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: _____

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedure 2015-36 and Revenue Procedure 2017-41 (as applicable), these Hardship Distribution Interim Amendment Elective Provisions have been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

City of Santa Clara

(Name of Employer)

(Name of Authorized Representative, if applicable) (Title)

(Signature) (Date)

CARES/SECURE ACTS INTERIM AMENDMENT
ELECTIVE PROVISIONS

These Elective Provisions provide for elections related to the Interim Amendment. If the adopting Employer agrees to the default for a particular provision or the provision does not apply to the Employer's Plan, the adopting Employer does not need to make an election for that provision. If the adopting Employer wishes to override any of the defaults, the adopting Employer should make the appropriate election(s) in the Elective Provisions below. If the defaults are not used, the adopting Employer will need to execute these Elective Provisions.

CS-1. TEMPORARY WAIVER OF REQUIRED MINIMUM DISTRIBUTIONS FOR 2020 (See IA §3.03)

[Note: Do not complete these Elective Provisions if the Plan was not in existence during 2020 or if the temporary waiver otherwise did not apply to the Plan.]

- (a) **Default if Participant fails to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in IA §3.03). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance.
- (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.
 - (2) **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.
 - (3) **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.
 - (4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).
Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:
 - (i) 2020 RMDs
 - (ii) 2020 RMDs and 2020 Extended RMDs
 - (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)
 - (iv) Describe: _____
 - (5) **Describe other modifications of the default participant election rules:** _____
 - (6) **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____
- (b) **Describe any special rules, including any special effective dates, the Plan applied to required minimum distributions for 2020:** _____

CS-2. REQUIRED MINIMUM DISTRIBUTION ELECTIONS (IA §5.02(b)(1)(ii)). Effective for distributions with respect to Participants who die after December 31, 2019 (or such later effective date applicable to the Plan. See IA §5.02(b)(1)(v)) and before the applicable Required Beginning Date, the Plan's Cycle 3 elections with regard to required minimum distributions continue to apply to **Eligible Designated Beneficiaries**, except that the 10-year rule will be substituted for the 5-year rule, as appropriate. In addition, the Cycle 3 default applicable to a Participant or Designated Beneficiary who fails to make an election continues to apply. **To override this default provision, complete (a) and/or (b) below.**

- (a) **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default,

the Plan will apply the following rule:

- (1) Effective _____, the life expectancy rule applies to all Eligible Designated Beneficiaries.
 - (2) Effective _____, the 10-year rule applies to all Eligible Designated Beneficiaries.
 - (3) Effective _____, the entire interest of an Eligible Designated Beneficiary will be distributed by the end of the _____ calendar year [may not be greater than 9th] following the year the Participant dies.
 - (4) Effective January 1, 2025, the Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before his/her Required Beginning Date. If no election is timely made:
 - (i) the life expectancy rule applies
 - (ii) the 10-year rule applies
 - (iii) the 10-year rule, reduced to _____ years applies
 - (5) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____
- (b) **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____
- [Note: Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).]*

CS-3. DELAYED ADOPTION OF SAFE HARBOR 401(k) PLAN (IA §5.06)

- (a) **Amendment into a 3% nonelective Safe Harbor 401(k) Plan accounts (See IA §5.06(a)).** Unless an election is made below, the Plan is not amended and the current Plan provisions will continue to apply. [Do not complete if Plan will not provide for a Safe Harbor contribution.]
- (1) The Plan is amended to add a _____% [insert amount of at least 3%] Traditional Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(a)(3) or by a subsequent Plan amendment.
 - (2) The Plan is amended to add a _____% [insert amount of at least 3%] QACA Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(a)(3) or by a subsequent Plan amendment.
 - (3) Describe any special provisions applicable to the adoption of a 3% nonelective Safe Harbor 401(k) Plan:

- (b) **Amendment into a 4% nonelective Safe Harbor 401(k) Plan accounts See IA §5.06(b).** Unless an election is made below, the Plan is not amended and the current Plan provisions will continue to apply.
- (1) The Plan is amended to add a _____% [insert amount of at least 4%] Traditional Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(b)(3) or by a subsequent Plan amendment.
 - (2) The Plan is amended to add a _____% [insert amount of at least 4%] QACA Safe Harbor 401(k) Plan Employer Contribution, effective for the _____ [insert applicable Plan Year] Plan Year. The elected percentage will continue to apply for future Plan Years, unless otherwise provided in CS-3(b)(3) or by a subsequent Plan amendment.
 - (3) For Plan Years following the effective date stated under CS-3(b)(1) or CS-3(b)(2), the Safe Harbor Employer Contribution will be _____ [insert amount of at least 3%].
 - (4) Describe any special provisions applicable to the adoption of a 4% nonelective Safe Harbor 401(k) Plan:

CS-4. QUALIFIED BIRTH OR ADOPTION DISTRIBUTIONS (“QBADS”). (See IA §5.08)

Unless an election is made below, the Plan does not allow for QBADS.

- (a) Qualified Birth or Adoption Distributions are available from the following sources to Plan Participants as of January 1, 2025 [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019]: [*Note: May be checked even if no in-service distributions are otherwise permitted under the Plan.*]
- (1) All available sources
 - (2) Pre-Tax Deferral Account
 - (3) Roth Deferral Account (including In-Plan Roth Conversion Account)
 - (4) Matching Contribution Account
 - (5) Qualified Matching Contribution (QMAC) Account
 - (6) Employer Contribution Account
 - (7) Qualified Nonelective Contribution (QNEC) Account
 - (8) Safe Harbor Contribution Account(s)
 - (9) Rollover Contribution Account
 - (10) After-Tax Employee Contribution Account
 - (11) Transfer Account
 - (12) Describe available sources: _____
- (b) If CS-4(a) is elected, QBADS are available to all Participants who have the applicable Account(s), unless otherwise indicated below.
- (1) QBADS are not available to terminated Participants.
 - (2) QBADS will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
 - (3) Describe the Participants who may receive QBADS: _____
- (c) Describe any special rules related to QBADS: _____

CS-5. INCREASE OF CAP FOR QACA SAFE HARBOR 401(k) PLAN. (See IA §5.09)

Unless an election is made below, the Employer does not elect to increase the cap for its QACA Safe Harbor 401(k) Plan. [Do not complete if plan does not provide for a QACA Safe Harbor contribution.]

- (a) The cap on the automatic increase of the automatic deferral amount as specified under AA §6C-3(c)(2)(ii) is increased to _____% [insert number greater than 10, not more than 15], effective as of _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019].
- (b) Describe any special rules related to the increase of cap for QACA Safe Harbor 401(k) Plan: _____

CS-6. IN-SERVICE DISTRIBUTIONS FOR MONEY PURCHASE PENSION PLAN OR TRANSFERRED ASSETS. (See IA §5.11)

Age 59 ½ in-service distributions. Unless an election is made below, the Employer does not elect to change the Plan’s in-service distribution options under AA §10-1 of its money purchase pension plan (or with respect to assets transferred from a money purchase plan).

- (a) Effective _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019], a Participant may withdraw all or any portion of his/her vested Account Balance, upon the attainment of age _____ [may not be earlier than age 59 ½].
- (b) Describe any special rules related to the in-service distributions: _____

CS-7. LONG-TERM PART-TIME EMPLOYEES (“LTPT Employees”). (See IA §5.12)

LTPT Employees will participate under the Plan, as of the appropriate effective date, as required under IA §5.12. The Employer may make elections in the Adoption Agreement consistent with the requirements of IA §5.12. In addition, the Employer may describe any provisions relating to the participation of LTPT Employees below.

- (a) **Other contributions.** In addition to the ability to make Salary Deferrals, LTPT Employee may receive or make the following in the same manner and under the same conditions as other Eligible Employees under the Plan:
- (1) All available Employer and Employee Contribution sources
 - (2) Employer Contributions (including Qualified Nonselective Employer Contributions)
 - (3) Matching Contributions (including Qualified Matching Contributions)
 - (4) Safe Harbor Contributions
 - (5) Rollover Contributions
 - (6) After-Tax Employee Contributions
 - (7) Describe: _____
- (b) **Eligibility, Entry Date and minimum age rules.** Instead of the Plan rules for Eligibility Computation Period, Entry Date and minimum age rules applicable to Eligible Employees who are not LTPT Employees, the following rules apply to LTPT Employees:
- (1) The Eligibility Computation Period for LTPT Employees is based on Anniversary Years and will not switch to the Plan Year.
 - (2) Describe Eligibility Computation Period for LTPT Employees: _____
 - (3) The Entry Dates for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.
 - (4) The Entry Dates for LTPT Employees will be _____. (Must satisfy Entry Date requirements under BPD §2.03(b).)
 - (5) The minimum age requirement for LTPT Employees is:
 - (i) Age 21
 - (ii) No minimum age for eligibility
 - (iii) Age _____ [not later than age 21]
- (c) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules of IA §5.12 below:
- (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.
 - (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.
 - (3) In addition to any election made in CS-7(c)(1) or (2) above, Employees who are otherwise considered Excluded Employees under the Plan will also be excluded from eligibility as LTPT Employees.
- (d) **Other provisions.** To the extent the following provisions or options apply to Eligible Employees who are not LTPT Employees, such provisions do not apply to LTPT Employees:
- (1) The opportunity to make Roth Deferrals
 - (2) The automatic contribution arrangement provisions under AA §6A-8
 - (3) Describe Plan provisions that do not apply to LTPT Employees: _____
- (e) Describe any special rules related to the participation of LTPT Employees under the Plan: _____

CS-8. PLAN ADOPTED BY FILING DUE DATE. (See IA §5.13)

- The Employer elects to treat the Plan as having been adopted as of the last day of its taxable year ending _____. (See IA §5.13 for rules relating to the timing of this election.)

CS-9. SPECIAL PROVISIONS.

If the Employer wishes to provide additional or clarifying provisions to this Interim Amendment, the Employer may include such provisions below.

Describe any special rules related to this Interim Amendment: _____

APPLICATION OF INTERIM AMENDMENT

Pursuant to Revenue Procedure 2017-41 and Section 14.01(a) of the Plan (Section 11.01(a) in the Owners-Only Plan), to the extent this Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of its adopting Employers, the Employer does not need to sign these Elective Provisions. If the Employer wishes to override the Provider's (default) elections, or adopt as an Employer-level amendment, the Employer (or the authorized representative of the Employer) must execute this Interim Amendment by signing below. This amendment applies to the Employer and all Participating Employers under the Plan.

City of Santa Clara 401(a) Plan

Name of Plan

City of Santa Clara

(Name of Employer)

(Name of Authorized Representative, if applicable) *(Title)*

(Signature) *(Date)*



Agenda Report

24-861

Agenda Date: 11/21/2024

REPORT TO DEFERRED COMPENSATION COMMITTEE

SUBJECT

Action to Establish Deferred Compensation Committee Meeting Dates for Calendar Year 2025

DISCUSSION

Staff is proposing a regular Committee meeting schedule for Calendar Year 2025 so that the Committee members, Nationwide, Hyas and staff can rely upon firm deliverable and meeting dates. This enables staff to comply with strict noticing and publishing requirements in accordance with the Brown Act as well as distribute materials to the Committee well in advance of the meetings. Establishing the annual Committee meeting schedule in advance of the upcoming year is consistent with other Committees and Commissions.

Quarterly financial and plan demographic data is available at the end of the month following the end of each quarter, making the second month following quarter-end (February, May, August, and November) ideal for the Committee meetings.

After consulting with Nationwide and Hyas on their mutual availability, staff is proposing the Committee meet on the second Thursday of these months (February, May, August, and November) at 10:00 AM, as follows: February 13, May 8, August 14, and November 13 (except for the May 8 meeting which will start at 9:00 AM).

RECOMMENDATION

Approve the calendar of meeting dates for 2025