



Plan: (the "Plan") Monterey County, CA

Plan Sponsor: (the "Plan Sponsor") Monterey County, by and through its Deferred Compensation Administrative Committee

The foregoing Plan currently utilizes services and products offered by Nationwide Retirement Solutions, Inc. ("NRS") and its affiliated companies (the "Nationwide Retirement Program"). On behalf of the Plan, the Plan Sponsor desires to appoint Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Adviser's Act of 1940 ("Advisers Act") and an affiliate of NRS, as an authorized provider of investment advisory services to participants in the Plan ("Plan Participants") who desire professional guidance in managing their self-directed accounts within the Plan ("Accounts"). NIA's Pro Account program (the "Advice Program") offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") selected and retained by NIA.

WHEREAS, on behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through the Advice Program to those Plan Participants who choose to have their Accounts managed by NIA (collectively, the "Plan's Account");

WHEREAS, the Plan Sponsor hereby authorizes each such Plan Participant's self-direction of their own Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA for the management of their account;

WHEREAS, the Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the Advice Program are consistent with the Investment Policy of the Plan; and

WHEREAS, Plan Sponsor acknowledges that NIA and NRS are affiliates and that NRS will provide to NIA certain administrative services in support of the Advice Program;

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement. NIA's authority under this Agreement shall apply to all defined contribution plans sponsored by the Plan Sponsor that are record kept at Nationwide or any of its affiliates on a single Nationwide record keeping system. To the extent that the Plan Sponsor desires to exclude a defined contribution plan from coverage under this Agreement subsequent to coverage of such plan, the Plan Sponsor must notify NIA of such individual plan's termination of services under this Agreement in accordance with Section IX of this Agreement.

II. ADVICE PROGRAM DESCRIPTION

The Advice Program is a discretionary managed account service offered by NIA for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account.

The Advice Program offers individualized investment advice using an investment process developed and maintained by an IFE.

Under the Advice Program, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments ("Advice Program Investments"). In addition, the Plan may offer investment options other than Advice Program Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds (collectively, "Non-Advice Program Investments"), which will not be considered by the IFE in the development of Portfolios.

In order for Plan Accounts to be eligible for management under the Advice Program, they must be invested in mutual funds or variable insurance sub-accounts at the time the Plan Participant enrolls in the Advice Program. Plan Sponsor hereby acknowledges that any employer-directed assets, restricted assets (including assets invested in the Nationwide Fixed Contract), or assets held in self-directed brokerage accounts are not eligible for the Advice Program and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants under the Advice Program is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement.

By allowing the Advice Program to be offered to the Plan, you are naming NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have their accounts managed by NIA.

III. RE-ENROLLMENT

The Plan Sponsor hereby authorizes the enrollment of Plan Participants into ProAccount based upon their implied consent to participant in ProAccount as provided below. The Plan Sponsor warrants that the Participants' enrollment into an investment advisory program, such as ProAccount, is authorized under the Plan Documents. In addition, the Plan Sponsor acknowledges that it retains sole discretion regarding the use of re-enrollment and ProAccount.

Plan Participants who have been clients of the Plan's previous investment advisor, may be re-enrolled into ProAccount pursuant to the authorization of the Plan Sponsor ("Re-enrollment"). In conjunction with this option, Plan Participants will receive one or more written notice of the re-enrollment process. Participants that elect to terminate their existing managed account service prior to the re-enrollment must do so in accordance with the termination process associated with the current provider. Those Plan Participants who do not terminate their existing Managed Account Service prior to the plan's transition to Nationwide will be deemed to have consented to their enrollment into ProAccount and into the moderate risk-tolerance portfolio suitable for that Plan Participant's age. The Plan Sponsor or its authorized representative as named in the Authorized Representative Form on file with the Nationwide Retirement Program ("Authorized Representative") shall be responsible for notifying NIA of those Plan Participants who are to be re-enrolled into ProAccount.

IV. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants, and acknowledges that such change will bind NIA, as the case may

be, only when NIA agrees to it in writing.

The Plan Sponsor represents that (1) NIA's investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

V. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Plan's Account that NIA manages through the Advice Program. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan. NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in the Advice Program.

VI. ADVICE PROGRAM FEES

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing to have their Accounts managed by NIA, a participant level Advice Program fee ("Advice Program Fee") as outlined in the following schedule:

Account Balance	Annual Program Fee
The first \$99,999.99	0.50%
The next \$150,000	0.45%
The next \$150,000	0.40%
The next \$100,000	0.35%
Assets of \$500,000 and above	0.30%

To the extent the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee shall be based on the combined balances within the ProAccount but will be withdrawn on a pro rata basis among the Participant's accounts in the separate plans. The Advice Program Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The Advice Program Fee shall be calculated daily based on the Participant's daily balance and the calculated Advice Program Fee withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the Advice Program Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such Advice Program Fee. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata (based on calendar year) share of the

Advice Program Fee will be withdrawn from the Plan's Account.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment adviser. The IFE's fees for services provided under the Advice Program are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain Advice Program Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option.

It is possible that transactions initiated by NIA under the Advice Program may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's Advice Program Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

VII. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

NIA agrees it shall defend, indemnify, and hold harmless, at NIA's sole expense, the County of Monterey and its employees, officers, contractors, the Deferred Compensation Committee, and agents ("the County Indemnitees") from and against any claim, action, or judicial or administrative proceeding whatsoever brought against the County Indemnitees, or any of them, arising out of or in connection with NIA's performance (or lack of performance) of its duties pursuant to the provisions of this Agreement under NIA's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under this Agreement. NIA shall further pay all losses, liabilities, damages, penalties, costs, awards, interest, judgments, fees (including reasonable attorney's fees) and expenses arising from any such claim, action, or judicial or administrative proceeding whatsoever except for the portion of such loss or damage determined to be solely caused by the gross negligence or willful misconduct of the County Indemnitees. The Plan Sponsor shall promptly notify NIA of any such claim, action, or proceeding and the County Indemnitees shall cooperate fully in the defense thereof. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as permitted by the law of the State of California. In addition, NIA represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.

NIA shall not provide Plan Sponsor with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. NIA warrants that it has the right to license and or distribute to Plan Sponsor for Plan Sponsor's use, all software and or any product or item associated with this Agreement including but not limited to operating software and compliance software. If Plan Sponsor promptly notifies NIA in writing of any third party claim against County Indemnitees that any software or other item provided to Plan Sponsor by Nationwide infringes any patent, copyright, trade secret or other intellectual property right of any third party, NIA shall indemnify, defend and hold harmless County Indemnitees against any such claims, including but not limited to attorney's fees and damages actually incurred by Plan Sponsor in connection therewith. If any software, item, or product is, or in NIA's reasonable opinion is likely to be held to be infringing, Nationwide shall at its expense and options: 1) procure the right for Plan Sponsor to continue using it; or 2) replace or modify it so that it becomes non-infringing while giving equivalent performance. If NIA is initially unable to perform either option (1) or (2) for a period not to exceed 30 days, NIA may require Plan Sponsor to stop using the potentially infringing system or portion thereof, until NIA can perform either option (1) or (2), providing however that NIA Plan Sponsor with an alternate means by which Plan Sponsor may continue its operations pursuant to this Agreement.

This Section VII will survive the termination for any reason of this Agreement.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through the Advice Program. Investments within the Plan, as all investments in securities, involve risk and will not always be profitable. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the Plan Participant Accounts and will not apply to any other assets a Plan Participant may own.

VIII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information").

Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information. The Plan Sponsor (1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA for the operation of the Advice Program, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of the Advice Program.

Notwithstanding any of the above to the contrary, the Parties acknowledge that Plan Sponsor is a California Public Agency subject to the Brown Act, California Government Code sections 54950 et seq., and Public Records Act, California Government Code section 6250 et seq., and that this Agreement and any future amendments hereto will be presented to the Monterey County Deferred Compensation Administrative Committee at an open and public meeting for approval, and will be available to the public for viewing and/or download on Plan Sponsor's website and otherwise is considered a public record pursuant to California Government Code sections 6250 et seq. and 54957.5. Except as herein provided, Plan Sponsor shall promptly notify NIA in the event that any third party not bound by this Agreement requests or seeks to discover, pursuant to the California Public Records Act, subpoena, or other compulsory process, or otherwise, any documents, information or material concerning any NIA products or services. Within the time period provided by law for responding to the request or discovery, NIA shall inform Plan Sponsor whether the requested documents, information, or materials constitute trade secrets (as defined under California law) or is otherwise legally exempt from disclosure ("NIA Protected Information"). If NIA informs Plan Sponsor that the NIA Protected Information constitute trade secrets (as defined under California law) or is otherwise legally exempt from disclosure, Plan Sponsor shall not disclose the NIA

Protected Information unless otherwise directed by a court of competent jurisdiction. NIA shall indemnify, defend, and hold County Indemnitees harmless and, at Plan Sponsor's request, NIA shall provide counsel to appear and represent County Indemnitees at NIA's sole cost and expense, in connection with any action or proceeding to compel inspection, access, disclosure, release, or other discovery of NIA Protected Information. Counsel for County Indemnitees in any such defense action or proceeding shall be selected by NIA, subject to the approval of Plan Sponsor, which approval shall not be unreasonably conditioned or withheld. NIA's obligation to provide such defense includes the obligation to indemnify and hold harmless County Indemnitees from and against any and all claims, costs, damages, judgments, awards (including any award of costs or attorney's fees), administrative orders, or payments in compromise and settlement, and including all direct and administrative costs, with respect to any such action or proceeding. This clause does not operate to limit NIA's indemnity obligations as stated in section VII above.

IX. TERM OF AGREEMENT

This Agreement shall become effective the last date opposite of the respective signatures below. This Agreement shall continue until terminated by either party upon at least 30 days' advanced written notice to the other. This Agreement will terminate immediately if the Plan terminates its participation in the Nationwide Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Plan's Account will remain invested in the Advice Program Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

X. INSURANCE REQUIREMENTS

Required Coverage. Without in any way limiting NIA's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- a) **Professional Liability Insurance**, applicable to NIA's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with the services;
- b) **Crime Insurance**, NIA shall carry and maintain crime insurance with limits of not less than \$5,000,000 covering claims involving employee dishonesty, forgery or alteration, theft, disappearance and destruction, and computer fraud.
- c) **Fiduciary Liability**, Insurance appropriate to NIA's profession, with limit no less than \$5,000,000 per occurrence or claim
- d) **Cyber Liability**, NIA shall carry and maintain cyber and privacy liability insurance with limits of not less than \$5,000,000 coverage for liability arising from theft, dissemination, and/or use of confidential **information**, including but not limited to, back and credit account information or personal information, such as name, address, social security numbers, protected health information and other personally identity information, stored or transmitted in electronic form.
 - i. Should any of the required insurance coverage is provided under a "claims-made" form, NIA shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of 3 years beyond expiration of this Agreement, to the effect that, should occurrences during the contract term given rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
 - ii. Should any of the required insurance coverage is provided under a form of coverage that includes a general aggregate limit or provides that claims investigation or legal defense costs

be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

XI. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered by U.S. standard mail, overnight courier, electronic, facsimile, or other method agreed upon by the parties in each case prepaid as applicable, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attention: Nationwide ProAccount
P.O. Box 182797
Columbus, Ohio 43272-4227
Phone: 877/677-3678
Fax: 877/677-4329

Plan Sponsor
Monterey County Employee Benefits Department
168 W. Alisal St. 3rd Floor
Salinas CA 93901
Phone: (831) 755-5045
Fax (831) 755-5283

Notices will be deemed given upon dispatch.

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy and Form ADV Parts 2a and 2B ("Form ADV") before or at the time you enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information regarding the fees, risks and expenses associated with ProAccount.

You acknowledge having received and reviewed these documents upon entering into this Agreement and understand that a current version of Form ADV is available free of charge online at nationwide.com/proaccountadv.jsp or by calling Nationwide at 1-877-677-3678.

Entire Agreement; Amendment

This Agreement may not be amended except by a writing mutually signed by the parties, and constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. If a change in federal or state regulations requires an amendment to this Agreement NIA may immediately upon notice to the Plan Sponsor amend this Agreement solely to the extent required by said change in law.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and Miscellaneous" which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Employment Status

NIA shall, during the entire term of this Agreement, be construed as an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Plan Sponsor to exercise discretion of control over the professional manner in which NIA performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by NIA shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the Plan Sponsor is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. NIA shall be fully responsible for payment of all taxes due to the State of California and or the Federal government, which would be withheld from compensation of NIA, if NIA were a Plan Sponsor employee. Plan Sponsor shall not be liable for deductions for any amount for any purpose from NIA's compensation. NIA shall not be eligible for coverage under Plan Sponsor's Workers Compensation Insurance Plan nor shall NIA be eligible for any other Monterey County employee benefit.

Applicable Law and Venue

This Agreement shall be governed and interpreted under the laws of the State of California without regard to choice of law principles. Venue for any action arising from this Agreement shall be the California Superior Court in Monterey County or the San Jose division of the Northern District Court of California. This clause will survive the termination for any reason of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Attorney's Fees

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, attorney's fees shall be awarded to the prevailing party.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement to be effective as of the last date opposite of the respective signatures below.

Plan: Monterey County, CA
By:
Title: Chair, Monterey County Deferred Compensation Administrative Committee
Print Name: Dean Carothers
Date:

NIA
By:
Title:
Print Name:
Date:

Approved as to Form and Legality

By: _____
Brian Briggs, Deputy County Counsel

