

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

824



FROM: Human Resources Department

SUBMITTAL DATE:
May 1, 2012

SUBJECT: Nationwide Retirement Solutions, Inc., Additional Products and Services Plan Sponsor Agreement for Transition Support Services

RECOMMENDED MOTION: That the Board of Supervisors 1) ratify and approve the Nationwide Retirement Solutions, Inc., Additional Products and Services Plan Sponsor Authorization Agreement (Attachment A) to provide Transition Support Services to plan participants, effective April 1, 2012; 2) authorize the chairperson to sign four (4) copies of the documents; 3) retain one (1) copy of the signed documents and return three (3) copies of the signed documents to Human Resources for distribution.

BACKGROUND: The County of Riverside provides employees with several savings plan options for retirement, including a 457 Deferred Compensation plan and 401(a) Money Purchase plan. Each of these plans allow employees to save on a tax deferred basis towards retirement.

Barbara A. Olivier

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: Fund fees are charged against Fund assets.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Stephanie Persi*
Stephanie Persi

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 15, 2012
xc: H.R.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 07/15/2008; 3.40 | **District:** All | **Agenda Number:**

3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Tawny V. Lieu*
DATE: 5/3/2012
Departmental Concurrence

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**ADDITIONAL PRODUCTS AND SERVICES
PLAN SPONSOR AUTHORIZATION AGREEMENT**



Note: Please review this Agreement carefully. Nationwide Retirement Solutions (NRS) provides your participants with education and services related to deferred compensation/defined contribution plans. NRS recognizes that your participants often need education and guidance during key transitions such as during a job change or when preparing to retire. A new offering through affiliated companies of NRS offers your participants additional support during these transitions. This Agreement authorizes our affiliates to offer additional products and services outside of your plan to participants.

This Plan Sponsor Authorization Agreement ("Agreement") by and among Nationwide Retirement Solutions, Inc. ("NRS"), Nationwide Securities, LLC ("NSLLC"), Nationwide Bank of which the Nationwide Trust Company is a division (the "Bank"), Nationwide Fund Distributors LLC ("NFD") (collectively referred to herein as "Nationwide") and the County of Riverside, a political subdivision of the State of California (the "Plan Sponsor") is effective on April 1, 2012. The Plan Sponsor hereby acknowledges and agrees that Nationwide is authorized to make available to Participants additional products and services provided by our affiliates.

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

1. Definitions.

The following terms shall have the definitions set forth below:

1.1. "In-Plan Products and Services" means the education, retirement plan administration services, and retirement plan products that are provided by or through NRS and its affiliated companies under a separate agreement with the Plan Sponsor.

1.2. "Additional Products and Services" means the financial products and services outside of the Plan access to which this Agreement authorizes Nationwide to provide, and as described in Section 2 of this Agreement. Such products and services are outside of the Plan and are in addition to the In-Plan Products and Services currently being provided by and through NRS.

1.3. "Participants" means employees who participate or who are eligible to participate in the Plan.

1.4. "Plan" means the deferred compensation or defined contribution plans sponsored by the above-mentioned Plan Sponsor.

2. Additional Products and Services.

2.1 NSLLC Products. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, any and all insurance and financial products that NSLLC and its affiliated general agency are duly licensed, registered and authorized to sell (collectively the "NSLLC Products"). NSLLC reserves the right to amend its product offering at any time without notice. The NSLLC Products may be purchased through NSLLC registered representatives ("RRs") who are available to address Plan Participants' investment needs outside the Plan, including IRA rollover solutions. IRA rollover accounts ("NSLLC IRA Rollover Accounts") may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. For those Plan Participants who indicate an interest in purchasing a Bank Product, NSLLC RRs may refer them to a customer call center operated by the Bank (the "Bank Call Center").

2.2 Financial Assessments. In conjunction with its offering of the NSLLC Products, NSLLC may offer financial assessments that are designed to better enable Plan Participants to make informed investment decisions, including whether to remain in the Plan. Such assessments are designed to help Plan Participants understand their needs for financial protection, wealth accumulation, and income solutions outside of the Plan, and are available at no additional cost to the Plan or Plan Participants.

2.3 NSLLC Investment Advisory Services. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, the investment advisory services ("NSLLC Advisory Services") that it provides to all of its investment advisory services customers. The NSLLC Advisory Services shall be provided for assets held outside the Plan by properly registered NSLLC personnel in their capacity as investment advisory representatives ("IARs") of NSLLC.

2.4 Bank Products. The Plan Sponsor hereby authorizes the Bank to make available to Plan Participants, on a non-exclusive basis, any and all banking products the Bank is authorized to sell (collectively the "Bank Products"). The Bank reserves the right to amend its product offering at any time without notice. Included among the Bank Products are IRA rollover accounts ("Bank IRA Rollover Accounts"). The Bank Rollover Accounts may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. All self-directed Bank Product transactions by Plan Participants shall be subject to the provisions of Section 3 of this Agreement. The Bank reserves the right to decline any account application or to terminate any account, in its sole discretion.

2.5 Additional Products and Services. The Plan Sponsor hereby authorizes and acknowledges that Nationwide may make available to Plan Participants additional products and services not contemplated by this Agreement at a later date. Such products and services may include, without limitation, (i) shares of Nationwide Mutual Funds that are made available directly from NFD to self-directed Plan Participants

without assistance of an investment professional (the "Funds"); and (ii) such other products and services Nationwide may make available in the future (the "Future Products and Services"). The Plan Sponsor hereby authorizes Nationwide to make available shares of the Funds to Plan Participants at a time of Nationwide's choosing. All self-directed transactions in Fund shares shall be subject to the provisions of Section 3 of this Agreement. NFD reserves the right to decline any order to purchase Fund shares at its discretion. Additionally, for Future Products and Services, the Plan Sponsor hereby agrees that Nationwide may make available such Future Products and Services to Plan Participants by providing the Plan Sponsor 30 days advance notice of the availability of the Future Products and Services. If the Plan Sponsor objects to making available such Future Products and Services within 30 days after the date of Nationwide's notification mailing, then those Future Products and Services will not be made available.

2.6 Nationwide Retirement Solutions, Inc. The products and services described in this Section 2 are completely separate and distinct from the retirement plan administration services or retirement plan products that are provided by or through NRS. The Additional Products and Services authorized by this Agreement are not offered or sold by NRS and are not recommended by the Plan Sponsor.

3. Self-Directed Purchases and Rollovers; Product Recommendations.

3.1 Self-Directed Purchases and Rollovers. Subject to Section 3.2, the parties acknowledge and agree that, for any transactions which are self-directed by Plan Participants, Plan Participants shall be solely responsible for all orders and instructions placed for their accounts. Such responsibility includes, without limitation, determining the appropriateness and suitability of any trade, deposit transaction, rollover transaction, investment, investment strategy or investment risk associated with such transactions. Nationwide agrees to provide to Plan Participants disclosure of information concerning the limited liability of the Plan Sponsor and of Nationwide with respect to self-directed investments.

3.2 Product Recommendations. For those Plan Participants who indicate an interest in receiving assistance from NSLLC, NSLLC RRs are hereby authorized to make product recommendations with respect to the NSLLC Products and provide investment advice related thereto based upon suitability determinations that are made in accordance with applicable laws, rules, regulations and NSLLC policies. No Bank, NFD, Fund or NRS personnel (including but not limited to employees, agents, associates and service vendors) are authorized to make product recommendations or provide investment advice to Plan Participants with respect to the products and services referenced herein. The Bank Call Center personnel referenced in Section 2 shall be permitted to (i) distribute the materials referenced in Section 4 below, (ii) direct Plan Participants to NSLLC, when and as appropriate, and (iii) provide general information about available products and services, but may not engage in any securities-related advice or services, any insurance-related advice or services or any other activities requiring a securities registration or an insurance license.

4. Advertising and Sales Literature.

Nationwide may make available to Plan Participants marketing materials that describe the products and services that are made available under the terms of this Agreement. The Plan Sponsor shall have no authority to make any representations, other than those contained in printed marketing materials furnished by Nationwide, concerning any of the products or services referenced in this Agreement, nor shall it have any authority to create or distribute any marketing materials relating to such products or services without the prior written approval of Nationwide. Marketing materials created by Nationwide may be disseminated to Plan Participants by use of any methods, including but not limited to: (i) by direct mail, (ii) by electronic media, (iii) by NRS customer services representatives, (iv) by designated Plan Sponsor personnel, or (v) by other plan service providers. Except as otherwise permitted herein or agreed upon by the parties, such advertisements and marketing materials may not be used without permission.

5. Compensation.

5.1 No Compensation Paid by Plan Sponsor. Nationwide will not receive compensation from the Plan Sponsor for the provision of Additional Products and Services to Plan Participants pursuant to this Agreement.

5.2 Compensation to Nationwide. In the event Plan Participants purchase the products or services described in Section 2 herein, Nationwide may be compensated in various ways, which are consistent with industry practice for firms engaged in the sale of financial products and services. Such compensation may include, without limitation, (i) income generated from the sale of products, (ii) investment advisory fees, (iii) asset-based and other fees in connection with the offering, management, maintenance and administration of a product or service; and (iv) asset-based, spread based, and other fees in connection with the offering, management, maintenance and administration of bank products.

5.3 Compensation to Nationwide Representatives.

Nationwide representatives, including NSLLC RR's, will not receive sales commissions for transactions involving the sale of products or services described in Section 2. Compensation paid to representatives may include a salary and an incentive opportunity based on productivity.

6. Term and Termination.

6.1 Term. This Agreement shall become effective on April 1, 2012 and shall continue in effect through June 30, 2014, unless terminated as provided in paragraph 6.2 herein.

6.2 Termination. Any party to this Agreement may terminate the Agreement at any time, without penalty, upon the provision of sixty (60) days" advance written notice to the other parties.

6.3 The provisions of this Section 6.3 shall survive any termination of this Agreement and shall remain in effect notwithstanding any such termination. The parties acknowledge and agree that Plan Participants who become NSLLC customers, Bank customers or Nationwide Mutual Fund shareholders shall remain as such notwithstanding the termination of this Agreement. The parties further acknowledge and agree that NSLLC shall be permitted to keep appointments that were made with Plan Participants prior to such termination and shall process applications for the purchase of NSLLC Products or NSLLC Investment Advisory Services that are submitted prior to such termination. In the event the plan administration agreement between NRS and the Plan Sponsor is terminated, the parties may nevertheless desire to continue operating under the terms and conditions of this Agreement.

7. Representations and Warranties.

Nationwide represents and warrants that it will comply with all applicable laws, rules and regulations in connection with the offer and sale of products and services pursuant to this Agreement.

8. Access to Information; Confidentiality.

NSLLC and its affiliated general agency shall have access to Plan Participant account information for the sole purpose of gathering pertinent information about Plan Participants in order to offer the NSLLC Products and provide the NSLLC Advisory Services described in this Agreement. NSLLC agrees to maintain information received from another Nationwide party pursuant to this Section 8 in strict confidence and in a manner designed to safeguard such information against unauthorized access, use or disclosure in accordance with all applicable state and federal laws, rules and regulations.

9. Otherwise Permitted Use of Information and Data.

The Plan Sponsor recognizes and acknowledges the necessity for Nationwide to provide and share data with third-party subcontractors of Nationwide to assist with the provision of Additional Services under this Agreement. Notwithstanding any other Section of this Agreement, this Agreement shall not restrict Nationwide from sharing Plan and Plan Participant data and information with third-party sub-contractors for any lawful

purpose to develop, analyze, market and deliver the Additional Services. Nationwide agrees to enter agreements which are necessary and proper to safeguard any Plan or Plan Participant data and information exchanged with the third-party subcontractor.

10. Complete Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no other oral or written agreements or understandings with respect to the subject matter of this Agreement that are not fully expressed herein. To the extent any separate agreement to which Nationwide or the Plan Sponsor is a party contains provisions that are inconsistent with the terms of this Agreement (including, but not limited to, those relating to the solicitation of Plan Participants and the sharing of Plan Participant information), the terms of this Agreement shall be controlling.

11. Indemnification.


As consideration for the authorization provided herein, Nationwide agrees to indemnify and hold harmless the Plan Sponsor and its elected or appointed officials, board members, officers, administrators, agents and employees from and against all losses, claims, demands, damages, liability, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever, on account of claims arising directly or indirectly from any acts, errors and/or omissions in the provision of products and services described in this Agreement.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on April 1, 2012.

ATTEST:

Clerk of the Board
Kecia Harper-Ihem

By: 
Deputy

Date: 5/15/12


COUNTY OF RIVERSIDE:

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

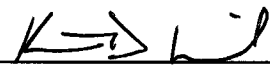
Date: _____

Approved as to form:


Pamela J. Walls
County Counsel

By: 
Deputy County Counsel

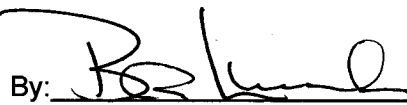
Nationwide Retirement Solutions, Inc.

By: 
Title: Associate Vice President


Nationwide Securities, LLC

By: 
Title: President

Nationwide Bank

By: 
Title: Vice President

Nationwide Fund Distributors LLC

By: 
Title: Sr. Vice President