

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Deferred Compensation Plan

**DEPARTMENT:** Fiscal Services      **DIVISION:** Purchasing and Contracts Division

**AUTHORIZED BY:** Lisa H. Spriggs *LS*      **CONTACT:** Janet Davis/Ray Hooper *JMD* *RH* EXT. 7111

<b>Agenda Date</b> <u>11/09/04</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:** Recommend that the Board cancel RFP-4210-04/AJR, Employee Deferred Compensation Plan and award a contract to Nationwide Retirement Solutions.

**BACKGROUND:** The Deferred Compensation Plan is currently provided by Nationwide Retirement Services (NRS) as an exclusive provider for the past 18 years. RFP-4210-04/AJR was issued in response to a request by the Board of County Commissioners to competitively bid this service and to consider a second provider to enable Seminole County employees the ability to choose their provider.

<b>Reviewed by:</b> <b>Co Atty:</b> _____ <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> _____ <b>CM:</b> <u>KB</u>
<b>File No.</b> <u>CFSP01</u>

The County received nine proposals and staff evaluated all proposals and conducted presentations with the top ranked firms. During this RFP process, staff found that the terms and condition of each proposal varied based upon providing this service to the County as a single or dual provider. Unfortunately, the best proposals required that the County make them the exclusive provider. As directed by the Board, staff solicited input from employees regarding this matter, and received a mixture of responses. However, it is clear that some employees wish to retain Nationwide as an option for this program.

At this point, staff feels that the best overall strategy is to continue with the current provider (Nationwide) for the following reasons:

- Minimum disruption to employees;
- Other proposals required elimination of Nationwide as a provider;
- Commitment by Nationwide to make the following improvements to the current plan:
  - a) Proposed fees from Nationwide reduced to 0.25%.
  - b) Migrate from unit accounting to share accounting beginning January 1, 2005.
  - c) Annual meeting to discuss program, investment options and overall performance.
  - d) Nationwide website to be upgraded to improve upon customer service.
  - e) Harris Direct brokerage option to be available January 1, 2005 for access to other stocks and funds.
  - f) More site visits and an increased focus on investor education.
  - g) Total choice of up to 50 funds with the County having input into which funds are offered.

Based upon the above improvements to the current plan, staff recommends that the RFP be cancelled and that the Board approve the attached contract, which includes the above improvements and authorize the County Manager to execute this contract.

Further, staff recommends that the idea of adding a second provider be revisited after the 2005 legislative session at which time it may be possible to participate in the State of Florida Deferred Compensation Plan.

**DEFERRED COMPENSATION SERVICES AGREEMENT (M-463-04/AJR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **NATIONWIDE RETIREMENT SOLUTIONS**, duly authorized to conduct business in the State of Florida, whose address is 5900 Parkwood Place, Dublin, Ohio 43016, hereinafter called "NATIONWIDE" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified contractor to provide deferred compensation services for Seminole County employees; and

**WHEREAS**, NATIONWIDE is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and NATIONWIDE agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain NATIONWIDE to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of NATIONWIDE after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to NATIONWIDE and COUNTY subsequent to the close of the final fiscal period in which the last work is performed.

(b) NATIONWIDE agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at NATIONWIDE's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

**SECTION 3. RESPONSIBILITY OF NATIONWIDE.**

(a) NATIONWIDE shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by NATIONWIDE under this Agreement. NATIONWIDE shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required 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 NATIONWIDE shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by NATIONWIDE'S performance of any of the services furnished under this Agreement.

**SECTION 4. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be renewed for five (5) additional terms, not to exceed one (1) year each.

**SECTION 5. TERMINATION.**

(a) The COUNTY may, by written notice, terminate this Agreement at any time should the COUNTY decide to join the State Deferred Compensation Plan.

(b) The COUNTY may, by written notice to NATIONWIDE, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of NATIONWIDE to fulfill NATIONWIDE'S Agreement obligations. Upon receipt of such notice, NATIONWIDE shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by NATIONWIDE in performing this Agreement, whether completed or in process.

(c) If the termination is due to the failure of NATIONWIDE to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, NATIONWIDE shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. NATIONWIDE shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of NATIONWIDE. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of NATIONWIDE.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that NATIONWIDE had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 6. EQUAL OPPORTUNITY EMPLOYMENT.** NATIONWIDE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 7. NO CONTINGENT FEES.** NATIONWIDE warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for NATIONWIDE, to solicit or secure this Agreement and that NATIONWIDE has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for NATIONWIDE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 8. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of

the opposite party and only by a document of equal dignity herewith.

**SECTION 9. SUBCONTRACTORS.** In the event NATIONWIDE, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, NATIONWIDE must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, NATIONWIDE shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 10. INDEMNIFICATION OF COUNTY.** NATIONWIDE agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by NATIONWIDE, whether caused by NATIONWIDE or otherwise.

**SECTION 11. INSURANCE.**

(a) General. NATIONWIDE shall, at NATIONWIDE'S own cost, procure the insurance required under this Section.

(1) NATIONWIDE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by NATIONWIDE, NATIONWIDE shall provide the COUNTY with a renewal or replacement

Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, NATIONWIDE shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, NATIONWIDE shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by NATIONWIDE shall relieve NATIONWIDE of NATIONWIDE's full responsibility for performance of any obligation including NATIONWIDE's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized

as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, NATIONWIDE shall, as soon as NATIONWIDE has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as NATIONWIDE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY NATIONWIDE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of NATIONWIDE, NATIONWIDE shall, at NATIONWIDE's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by NATIONWIDE and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) NATIONWIDE's insurance shall cover NATIONWIDE for liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. NATIONWIDE will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both NATIONWIDE and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) NATIONWIDE's insurance shall cover NATIONWIDE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by NATIONWIDE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. NATIONWIDE shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by NATIONWIDE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of NATIONWIDE.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve NATIONWIDE, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 12. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) NATIONWIDE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which NATIONWIDE had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 13. REPRESENTATIVE OF COUNTY AND NATIONWIDE.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by NATIONWIDE, shall designate in writing and shall advise NATIONWIDE in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement

shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) NATIONWIDE shall, at all times during the normal work week, designate or appoint one or more representatives of NATIONWIDE who are authorized to act on behalf of NATIONWIDE regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 14. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 15. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 16. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting NATIONWIDE including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. NATIONWIDE is to be and shall remain an independent contractor with respect to all

services performed under this Agreement.

**SECTION 17. EMPLOYEE STATUS.** Persons employed by NATIONWIDE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 18. SERVICES NOT PROVIDED FOR.** No claim for services furnished by NATIONWIDE not specifically provided for herein shall be honored by the COUNTY.

**SECTION 19. PUBLIC RECORDS LAW.** NATIONWIDE acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. NATIONWIDE acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 20. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR COUNTY:**

County Manager  
1101 E. First Street  
Sanford, Florida 32771

**FOR NATIONWIDE:**

Nationwide Retirement Solutions  
5900 Parkwood Place  
Dublin, Ohio 43016

**SECTION 21. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 22. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, NATIONWIDE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to NATIONWIDE.

**SECTION 23. CONFLICT OF INTEREST.**

(a) NATIONWIDE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) NATIONWIDE hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of NATIONWIDE to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, NATIONWIDE hereby agrees that monies received from the COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

NATIONWIDE RETIREMENT SOLUTIONS

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
DUANE C. MEEK, Sr. Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
RAY HOOPER, Purchasing Manager

\_\_\_\_\_

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized by Section 330.3,  
Seminole County Administrative  
Code.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
10/29/04 11/1/04  
m-463

Attachment:  
Exhibit "A" - Scope of Services

EXHIBIT A



**Nationwide®**

*On Your Side™*

November 2, 2004

Ray Hooper  
Purchasing and Contracts Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Dear Mr. Hooper,

The following confirms Nationwide Retirement Solutions additional commitments to the Seminole County Deferred Compensation Program.

1. We will have a mutual funds selection of up to 50 funds available for County employees through the Nationwide Retirement Solutions program.
2. Each and every year with County Administration we will have a formal Plan Review and Fund Review. In attendance from our Home Office will be a Certified Financial Analyst, Home Office Plan Administrator, your local Program Director, Retirement Specialist and the Regional Vice President.
3. Seminole County will have a competitive program better than or equal to any other Florida counties with its similar asset size, including Constitutional offices. Price is a Key component. Exclusivity and nonexclusivity will also be taken into consideration.
4. The target date for share accounting enhancements is January 2005.
5. The *Harrisdirect* self directed brokerage option will be available in January 2005.

I thank the Committee, your staff and County Administration for your professionalism and partnership in assisting Seminole County Employees to defer their Federal Income taxes and increase their retirement security.

It is my understanding that this letter will be made part of our contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou Moreno".

Lou Moreno  
SW/S Regional Vice President

Cc: C. Morrow, CFA Home Office  
J. Hammond, Home Office Plan Administrator  
A. Buchanan, Central Florida Program Director  
R. Pena, Retirement Specialist

**Nationwide  
Retirement Solutions**

a Nationwide Financial company

**EXHIBIT A****COPY**

October 14, 2004

Mr. Ray Hooper  
Purchasing and Contracts Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Re: Seminole County Request for Information

Dear Mr. Hooper:

Thank you for your candid and open communication at Wednesday's Finalist Presentation. Nationwide's goal, as always, is to learn how we can better serve our customers and we appreciate the opportunity to work together with the County to identify ways in which we can enhance our service to your employees.

For information regarding the self-directed brokerage option that can be offered to County employees, please refer to the enclosed *Harrisdirect* marketing materials. As we discussed, there is a \$50 administration fee assessed by Nationwide on the anniversary of when a participant begins utilizing this option. Please note that specifics regarding *Harrisdirect*'s fees can be found on pages 15 and 16 of the "Welcome to *Harrisdirect*" kit.

Also included in this package, please find the proposed investment lineup being offered to the County. This chart highlights our proposed funds along with the Morningstar rating and 12b-1 fees of each option.

Nationwide values its nearly 20-year partnership with the County and is excited to continue this relationship of promises made and promises kept. Evidence of our commitment to you are the various price reductions we have offered to the County over the last six years. In 1998, Nationwide provided the County with a tiered pricing structure, moving your employees from a flat asset management charge of 95 basis points (.95%) to 95/80/70 on the Passage, Select Spectrum and Investor Destination Series funds respectively. One year later, we reduced this tiered pricing to 90/70/60. Finally, in 2002, pricing was reduced again to 90/55/55.

Our focus is on you and your employees and ensuring that you have the best possible arrangement available. For this reason, our offer to the County includes full administration and service for an asset management charge of 25 basis points (0.25%) on both an exclusive and non-exclusive basis. We will continue to look for opportunities to enhance your plan and thank you for your positive consideration during your plan review.

Sincerely,

Lou Moreno  
Regional Vice President  
Nationwide Retirement Solutions

Cc: M. Welker  
J. Croteau  
J. Davis  
M. Drake  
A. Buchanan  
J. Hammond  
R. Pena



October 13, 2004

Peter W. Maley  
Contracts Supervisor  
Seminole County, Florida  
1101 East First Street  
Sanford, FL 32771-1468

Re: Response to the County's Request for Proposal for 457 and 401(a) plan services

Dear Mr. Maley:

Thank you for your continuous support of Nationwide Retirement Solutions ("Nationwide"). For nearly 20 years, Nationwide has provided comprehensive retirement planning services to the County and its employees and we are excited to continue this long-standing partnership.

Nationwide's original offer to the County remains good and includes:

- 40 group workshops and a minimum of 160 one-on-ones per year with up to 20 business days of visits per month
- Direct Access *Reps-on-Call* and *Retirement Income Management* team
- An annual education plan of action including ongoing measurement and evaluation
- Quarterly newsletters and monthly legislative updates
- Robust recordkeeping and proven, personalized administration services
- 35 low-cost, high quality investment options including a diverse set of non-proprietary funds
- Highly competitive fixed account option

**We have enhanced our original offer to the County by making our 0.25% asset fee available for both an exclusive and side-by-side arrangement.** To ensure minimum plan disruption to the County and its employees, our proposed fund lineup includes 35 of the current 46 options available in the plan. In addition, Nationwide makes available over 10,000 funds from 450 fund houses through a self-directed brokerage window.

Our near 20-year partnership with the County, dedicated service to public sector retirement, extensive experience in Florida, comprehensive package of products and services and commitment to education make us uniquely qualified to continue servicing the County and its employees. If you have questions about our offer or would like additional information, please feel free to contact me at 1-800-432-0822 or email me at [MorenoL@Nationwide.com](mailto:MorenoL@Nationwide.com). Thank you.

Sincerely,

Lou Moreno  
Regional Vice President  
Nationwide Retirement Solutions



a Nationwide Financial company

October 14, 2004

Mr. Ray Hooper  
Purchasing and Contracts Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

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Sincerely,

Lou Moreno  
Regional Vice President  
Nationwide Retirement Solutions

Cc: M. Welker

- J. Croteau
- J. Davis
- M. Drake
- A. Buchanan
- J. Hammond
- R. Penn

3900 Parkwood Plaza, Dublin, Ohio 43013  
Securities offered through Nationwide Investment Services Corporation, Member NASD  
in Michigan only; Nationwide Investment Svcs. Corporation

\*\*\* TOTAL PAGE.02 \*\*\*

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*Seminole County, FL*

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**Seminole County, Florida  
457 & 401(a) Deferred  
Compensation Plan Services**

**October 13, 2004**

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*Approaching a 20-year partnership of  
promises made and promises kept*



**Nationwide**  
Retirement Solutions

a Nationwide Financial company

# Agenda

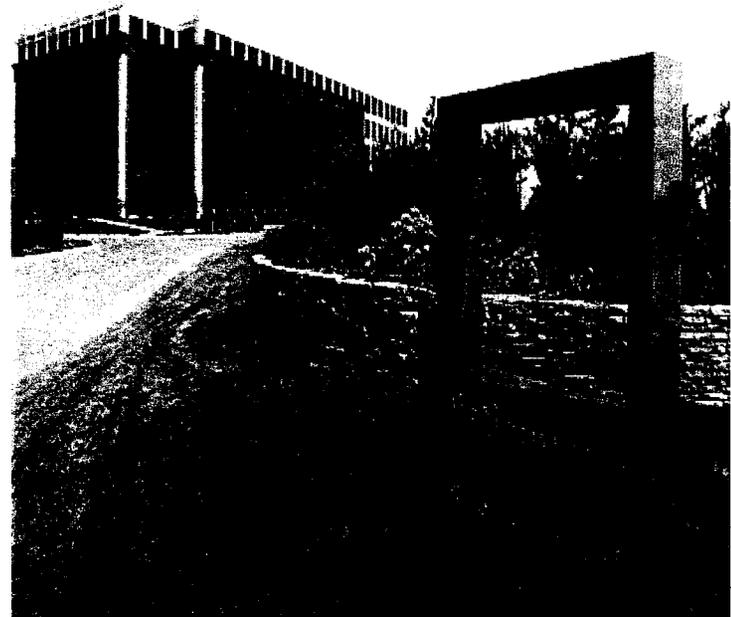
- Introductions & Qualifications
- Service
- Education & Communication
- Administration
- Product Analysis
- Our Offer
- Why Nationwide



*Seminole County, FL*

## **Introductions & Qualifications**

- **Lou Moreno, CRC, CRA**  
*Regional Vice President*
- **Angela Buchanan, CRC**  
*Program Director*
- **Rosalia Pena**  
*Retirement Specialist*
- **Janet Hammond, CRC**  
*Relationship Manager*



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## Financial strength and resources



- Ranked 118 in assets – Fortune 500
- 30,000 employees



**Nationwide<sup>®</sup>**  
Financial

- Publicly-traded holding company
- Largest provider of retirement plan services



**Nationwide<sup>®</sup>**  
Retirement Solutions

a Nationwide<sup>®</sup> Financial company

- \$36.5 billion in public sector assets
- 900 employees dedicated to public sector



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Retirement Solutions

a Nationwide<sup>®</sup> Financial company

## **Why Nationwide Retirement Solutions?**

- Approaching a 20-year partnership with the County
- Dedicated to governmental plans – 8,200 plans
- Our *only* business is public employee retirement savings plans
- Extensive experience in plan administration
- Commitment to education, technology and service
- Breadth and diversity of investment selection
- Financial strength
- No transition risk



*Seminole County, FL*

**We serve 66 of 67 Florida counties!**



*Seminole County, FL*

## **National and local presence**

### *National endorsements:*

- USCM, NACo, IAFF-FC

### *Local Florida presence:*

- Florida Association of Counties
- 493 plans consisting of 110,708 participants
- 66 of 67 counties
- #1 provider in the State of Florida
- \$2.7 billion in total assets

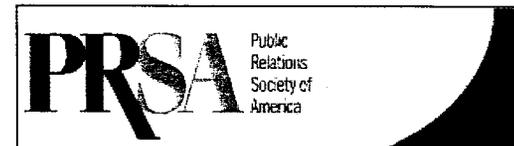


## Accomplishments

- 2004 “**Bundled Provider of the Year**” award
- Annual **surveys demonstrate high plan sponsor satisfaction** in Seminole and across the country
- New York State 457 Plan 2003 **NAGDCA leadership award** for plan design and administration
- **Award of excellence** for new media interactive CD-ROM



**National Association of Government  
Defined Contribution Administrators, Inc.**



*Seminole County, FL*

## **Service**

### ***The most resources for the County***

#### ***Local, salaried staff***

- Regional Vice President living in Boca Raton – **Lou Moreno**
- Program Director living in Orlando – **Angela Buchanan**
- Retirement Specialist living in Orlando – **Rosalia Pena**

#### ***Home office experts***

- Relationship Manager – **Janet Hammond**
- Direct Access - ***Reps-on-Call*** – **50 retirement specialists**
- Direct Access - ***Retirement Income Management Team***
- Customer Service – **75 public sector representatives**



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## **Serving your participants**

*Rosalia Pena*

- Resides exclusively in **Orlando, Florida**
- Educates employees fluently in **English & Spanish**
- Offers **unlimited support** to participants & employees
- Is a **salaried employee** meaning her focus is on **education** rather than commissions
- Trained in our ***Join it! Learn it! Live it!*** curriculum
- NASD 6,63 & insurance licenses



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## **Serving the County staff**

*Angela Buchanan*

- Resides exclusively in **Orlando, Florida**
- **Oversees all aspects** of the County's plan
- Educates staff through **routine visits**
- Offers **unlimited support** to the County
- **Partners with staff** to prepare *Annual Plan of Action*
- Uses **formal evaluation** to gauge annual success
- Works with home office relationship manager to **ensure administrative integrity** of the plan
- NASD 6, 26, 63 & insurance licenses



*Seminole County, FL*

## **Unlimited access to Direct Access**

### *Retirement Income Management team*

- Unbiased guidance to at & near retirement participants
- Headed by Cathie Cobe, CFP, ChFC, CRC
- Provide free *Financial Planning Analysis*
- Available 8:00 a.m. – 9:00 p.m. EST via a toll-free number
- Proactively call participants

### *Reps-on-Call*

- NASD 6, 63 & insurance licenses
- Available 8:00 a.m. – 9:00 p.m. EST via a toll-free number
- Enroll participants, answer asset allocation questions, change deferral amounts, educate participants

**Direct Access...an extension of your local representatives**



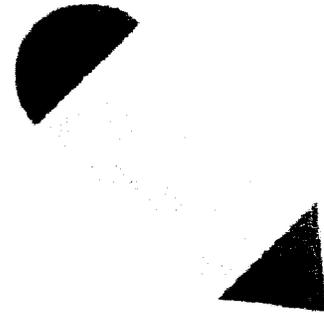
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*Seminole County, FL*

## **Education & Communication**

*Our philosophy...*



*Join it! Learn it! Live it!*

Retirement Education for LIFE™



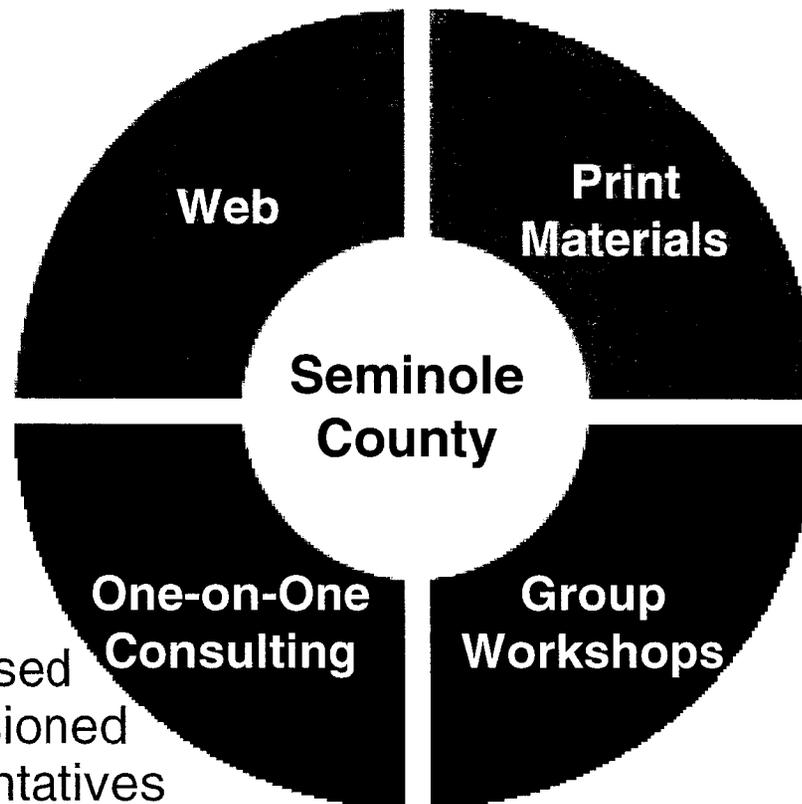
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## Easy-to-access education

- eWorkshops
- Investment information
- Retirement calculators
- Spanish site

- Enrollment
- Accumulation
- Retirement
- Education-based
- Non-commissioned local representatives



- Educational
- Segmented for ease of learning
- Relevant examples

- Designed around your goals
- Continuous feedback
- Interactive learning opportunities

## “The Education Company”

### *Join It!* workshops

- Enrolling in Deferred Comp
- Invest in Your Future
- Digging up Dollars: How to Reduce Debt

### *Live It!* workshops

- Approaching Retirement: How to Make an Informed Distribution Decision
- How to Create a Spending Plan for Retirement

### *Learn It!* workshops

- Are You Saving Enough? How to Close the Retirement Gap
- How to Use Asset Allocation
- How to Manage Your Investment Risk
- Investment Option Basics
- Digging up dollars: How to create a spending plan
- Advanced Asset Allocation
- Morningstar ClearFuture for Your Retirement
- Women and Retirement

Join it! Learn it! Live it!

Retirement Education for LIFE



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# Comprehensive workshops

*learn it*

## Investment risk

Five main types:

- Volatility (a.k.a. market risk)
- Purchasing power (a.k.a. inflation risk)
- Business-specific
- Interest rate
- Accumulation

*learn it*

## Time horizon

... But fluctuations are reduced over longer holding periods

10-Year annualized returns

10-Year periods

Example: The 20-year annualized return of the S&P 500 index for the preceding 10-year period through the year 2000 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1999 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1998 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1997 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1996 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1995 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1994 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1993 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1992 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1991 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1990 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1989 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1988 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1987 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1986 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1985 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1984 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1983 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1982 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1981 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1980 is 10.0%. The 10-year annualized return of the S&P 500 index for the preceding 10-year period through the year 1979 is 10.0%.

*learn it*

## Diversification

Diversification is the principle of spreading your assets around, or not putting all your eggs in one basket.

Use of diversification as part of an overall investment strategy does not assure a profit or guarantee against loss in a declining market.

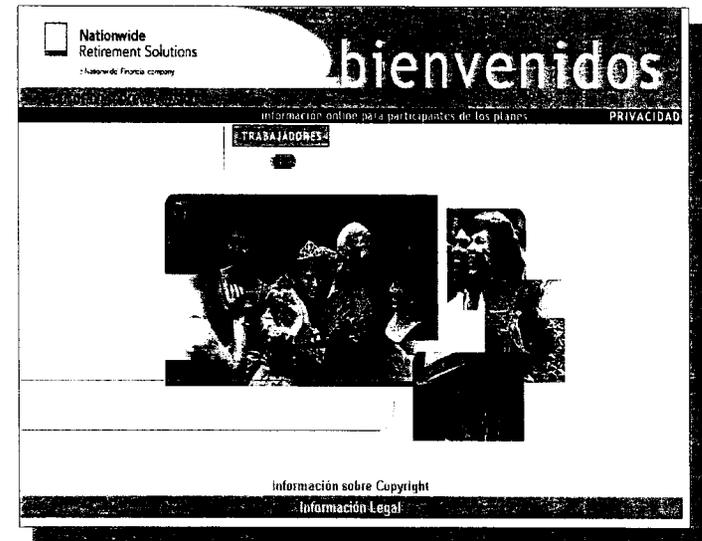
*learn it*

## So what can you do?

- ✓ Rebalance your investments once a year
- ✓ Change allocation as you get closer to retirement (within 10 years)
- ✓ Save a fixed amount at regular intervals
- ✓ Utilize more than 3 or 4 investment options

## Educación en Español

- Florida's Hispanic population - 2.7 million people
- National Hispanic population - 13%
- Fastest growing ethnic market
- 10.5% of the population speaks Spanish at home



*Seminole County, FL*

## **Investment education & guidance**

*Free online access to Morningstar® ClearFuture*



**MORNINGSTAR**

- 18+ years of experience in investment research
- Reputation for objective, clear, & concise analysis
- One of the most trusted & well-known names in investing



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## **Education offered to the County**

- Annual plan review of assets and participation
- Unlimited access to a bilingual, salaried, local retirement specialist living in Orlando
- Unlimited access to Morningstar, Direct Access, Web site tools like eWorkshops, customer service and voice response system
- Education & legislative updates and alerts
- Quarterly newsletters to County and participants
- Spanish education materials and Web site
- Diverse, non-proprietary fund lineup monitored by Nationwide
- Employer Web site access as additional tool to manage plan



*Seminole County, FL*

## **Our annual education plan will consist of...**

- **40** group workshops & minimum of **160** individual consultations
- **Strongest local commitment** to the County with up to 20 business days per month
- **50+** Direct Access – *Reps-on-Call*
- The Retirement Income Management team

**Salaried representatives are indicative of our focus on education rather than commissions**



## **Ongoing process for measuring success**

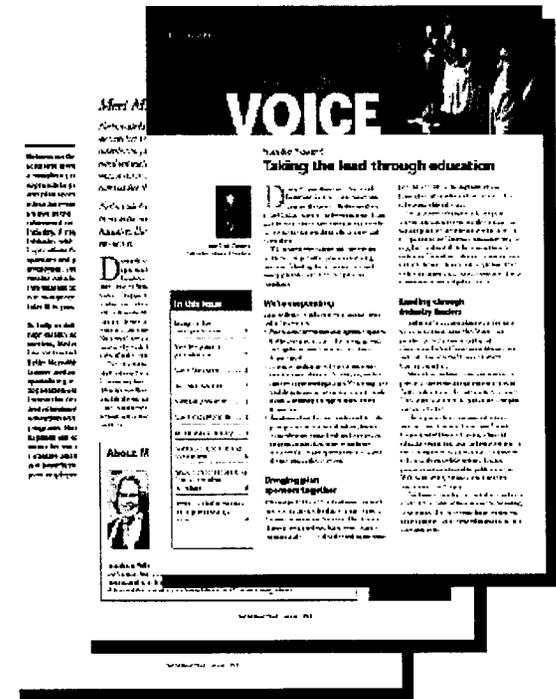
- *Annual Plan of Action review*
  - *Based on your plan goals*
  - *Ongoing success measurement*
  - *Regular updates with Program Director, Angela Buchanan*
- **Comprehensive annual investment review with Investment Manager, Curt Morrow, CFP, CRC**
- **Group meeting surveys of plan participants**
- **Annual independent Chatham Partners survey**



# Plan sponsor education & support

## *Plan It!*

- Annual Plan of Action
- Plan sponsor quarterly newsletter
- Fiduciary handbook
- Monthly legislative reports
- Interactive plan sponsor Web site
- Bulletins & alerts
- Investment reviews
- Research & updates from the *Retirement Education Institute*



## **“On Your Side” plan administration**

*Consistent, flexible & personalized service*

- Expedited Florida emergency withdrawals for Hurricanes Charley, Frances, Ivan & Jeanne
  - **2,863 emergencies in FL = \$11.1 million**
  - **25 emergencies in the County = \$128,625**
- Proven, cohesive relationship with County staff
- 8,200 public sector plans on our system
- Robust plan reporting online & through mail
- Quarterly statements within 5-days
- Flexibility in payroll processing
- Janet Hammond ensures administrative integrity



# **Product Analysis**

## ***Our investment evaluation process***

### **Process**

- Qualitative
- Quantitative
- Ongoing measurement

### **Results**

- Extensive non-proprietary “Best-of-class” fund lineup
- Open architecture
- Superior results
- Strong investment policy
- Recommended changes when appropriate



## **Investments**

### **Best-of-class variable funds**

- 35 low cost, high quality investments
- Diverse set of non-proprietary options
- Includes **real estate fund** as requested by Commissioner Henley in 2002

### **Highly-competitive fixed account**

- 4<sup>th</sup> Quarter rate of **4.40%**
- **No fees** on fixed account
- Long history of competitive rates
- NACo competitiveness test



## **Our Offer**

- Total flexibility: **0.25% asset fee** for both an exclusive or side-by-side arrangement
- **0.00% asset fee** on fixed account
- **No fees** on rollovers or transfer-in assets
- Highly competitive fixed account - 4.40% for 4<sup>th</sup> Quarter
- 35 Best-of-class investment options



## **Our Offer**

- Availability of **10,000 funds from 450 fund houses** through a self-directed brokerage window
- **Increased service commitment** through local Orlando staff to help increase participation to 51%
- **Minimal plan disruption:** No blackout period, no change in statements, phone numbers, processes or staff
- **Minimal fund changes:** 35 of 46 current funds remain

**Minimal disruption with Nationwide**  
**Maximum disruption with competition**

*Seminole County, FL*

## **Summary**

*Why Nationwide Retirement Solutions  
is Seminole County's best strategic partner...*

- #1 in governmental plans – 8,200 plans
- Experience – 30 years serving the public sector
- Education company – *Join it! Learn It! Live It!*
- Industry leader – “Bundled Provider of the Year”
- Local commitment – 493 Florida plans, 66 counties
- Investment flexibility – Diverse non-proprietary funds
- Best value – Nationwide...unmatched local service!



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*Seminole County, FL*

## Nationwide Retirement Solutions

*value*  
**Experience**  
*commitment*

Nationwide – Proposed Fund Lineup for Seminole County, Florida  
Information as of 9/30/2004

Proposed Investment Name/Fund Name	Morningstar Rating	12b-1 Fees
Nationwide Fixed Account	N/A	-
Gartmore Inv Destinations Cons Svc	***	0.25
JP Morgan Fleming International Eq S	****	-
Templeton Foreign A	***	0.25
American Century Intl Discovery Inv	****	-
Waddell & Reed Adv High-Income Y	***	-
MDL Broad Market Fixed Income Inst	*	-
Morgan Stanley Inst Core Plus FI	*****	-
PIMCO Total Return A	***	0.25
Dreyfus Appreciation	****	-
Gartmore Nationwide D	***	-
Neuberger Berman Socially Resp Inv	*****	-
American Century Growth Inv	***	-
Gartmore Inv Destinations Aggr Svc	*****	0.25
Gartmore Inv Destinations Mod Agg Svc	****	0.25
MFS Massachusetts Investors Gr Stk A	***	0.35
Morgan Stanley Inst Equity Growth B	***	0.25
Putnam Voyager A	***	0.25
Edgar Lomax Value	**	-
Van Kampen Growth & Income A	****	0.25
Dreyfus Premier Midcap Stock A	***	0.25
INVESCO Dynamics Inv	***	0.25
One Group Mid Cap Growth A	****	0.35
American Century Value Inv	***	-
JP Morgan Mid Cap Value A	****	0.25
One Group Mid Cap Value A	***	0.35
Gartmore Inv Destinations Mod Con Svc	****	0.25
Gartmore Inv Destinations Mod Svc	****	0.25
Neuberger Berman Genesis Tr	*****	-
Brown Capital Mgmt Small Co Instl	***	-
Franklin Balance Sheet Investment A	***	0.23
Morgan Stanley Inst Fund - U.S Real Estate Port B	***	0.25
Oppenheimer Global A	****	0.23
American Century Ultra Inv	****	-
Gartmore Mid Cap Index A	***	0.25

