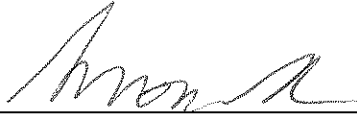


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL



Glen R. Googins
City Attorney

Dated: 7/8/15

SECOND AMENDMENT TO THE DEFERRED COMPENSATION
PLAN ADMINISTRATION AGREEMENT FOR THE
CITY OF CHULA VISTA, CA

**SECOND AMENDMENT TO THE DEFERRED COMPENSATION PLAN
ADMINISTRATION AGREEMENT FOR THE CITY OF CHULA VISTA, CA**

This Second Amendment to the Deferred Compensation Plan Administration Agreement (“Agreement”) by and between Nationwide Retirement Solutions, Inc., an affiliate and subsidiary of Nationwide Financial Services, Inc., a Delaware corporation (hereinafter “Nationwide”), and the City of Chula Vista, the Plan Sponsor (“Plan Sponsor”) is entered into and made effective on the _____ day of _____, 2015.

WHEREAS, Plan Sponsor currently maintains the City of Chula Vista 457(b) Deferred Compensation Plan (the “Plan”); and

WHEREAS, the original Agreement that is the subject of this Second Amendment was executed between Great Western Bank (“Great Western”) and Plan Sponsor, with an effective date of the 1st day of December, 1994; and

WHEREAS, Washington Mutual, FA (“WaMu”) became the successor by merger to Great Western; and, as a result, the successor to Great Western as a party to the Agreement; and

WHEREAS, WaMu assigned the Agreement to National Deferred Compensation, Inc. as a successor party to the Agreement between WaMu and Plan Sponsor by virtue of an Assignment of Deferred Compensation Plan Administration Agreement effective the 17th day of August, 1999; and

WHEREAS, Nationwide currently provides certain nondiscretionary administrative, recordkeeping, and reporting services to the Plan (hereinafter referred to as the “Administrative Services”) by virtue of an Assignment of Deferred Compensation Plan Administration Agreement to Nationwide from National Deferred Compensation, Inc., who was acquired by a wholly-owned subsidiary of Nationwide Financial Services, Inc. in 1998, which Assignment was executed in 2005; and

WHEREAS, Nationwide and the Plan Sponsor previously executed an Amendment to the Agreement on the 30th day of November, 2011, with an effective date of the 15th day of November, 2011, regarding the creation of an administrative expense reimbursement account for the Plan; and

WHEREAS, Plan Sponsor desires to continue to contract with Nationwide in connection with the administration of the Plan; and

WHEREAS, Nationwide desires to continue to provide the Administrative Services, subject to the terms and conditions set forth in the Agreement and this Second Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein, Plan Sponsor and Nationwide hereby agree to amend the Agreement as follows:

1. Section 9, titled Fees and Expenses, of the original Agreement is hereby deleted in its entirety.
2. The Amendment to the Agreement dated the 30th day of November, 2011, which added an administrative expense reimbursement to the Agreement, is hereby deleted in its entirety.
3. An Exhibit C is added to the Agreement as follows:

Exhibit C

Compensation

A. COMPENSATION REQUIREMENT

As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, Plan Sponsor and Nationwide agree that Nationwide shall be entitled to an asset management fee of 0.20 percent (20 basis points) (“Compensation Requirement”) that will be assessed across all investment options. That portion of participant accounts invested in the Self-Directed Brokerage Account (“SDBA”) or representing a participant loan, if applicable, will also be assessed the asset management fee.

B. PLAN EXPENSE ACCOUNT

- 1) The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”) made by Nationwide’s affiliates or unaffiliated companies under their separate arrangements. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, as well as fees associated with specific services or products. Exhibit D, which is attached hereto and thereby made a part of this Agreement, contains additional information regarding mutual fund payments.
- 2) The Plan Sponsor has directed Nationwide to establish and maintain a separate account (the “Plan Expense Account”) to pay for reasonable Plan expenses. Any revenue the Plan receives from the Investment Option Payments shall be deposited to the Plan

Expense Account on a quarterly basis. The Plan Sponsor will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the participant investment option line-up. The Plan Sponsor shall submit invoices to Nationwide for payment from the Plan Expense Account, and shall certify in writing that the expenses represented by the invoices are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the Plan Sponsor is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Plan Expense Account is managed.

- 3) At the direction of Plan Sponsor, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to participant accounts on an annual basis using an allocation method mutually determined and agreed to by the parties in writing.
- 4) The Plan Sponsor will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plan and the Plan's total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, Plan Sponsor will direct Nationwide to allocate any excess accumulation to participant accounts using an allocation method mutually determined and agreed to by the parties in writing.
- 5) Nationwide's "Excess Revenue Report," which reports the Investment Option payments and the asset management fee by individual investment, will be reported to the Plan Sponsor no later than thirty (30) "Business Days" after the end of each calendar quarter. As used in this Agreement, the term "Business Day" means each Monday through Friday that the New York Stock Exchange is open for business.
- 6) Nationwide will provide the Plan Sponsor with a quarterly report for the Plan Expense Account which summarizes Account activity.

C. ADDITIONAL SERVICES

The Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

D. SEPARATE PARTICIPANT FEES

- 1) Loans - All participant loan fees are governed by Nationwide's Plan Loan Procedures document.
 - 2) Self-Directed Brokerage Account (SDBA) – If the SDBA investment option is available for qualifying participants in the Plan, initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each participant by the SDBA provider.
 - 3) Managed account (Nationwide ProAccount) services are expressly excluded from this Agreement. Managed account services are offered by an affiliate of Nationwide, Nationwide Investment Advisors, LLC ("NIA"), and the Plan Sponsor must execute a separate agreement with the affiliate. Only participants who choose managed account services are assessed fees. Such fees are authorized in a separate agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of the services agreement.
4. An Exhibit D is added to the Agreement as follows:

Exhibit D

Mutual Fund Payments Disclosure

Our Relationships with the Mutual Funds

Nationwide Retirement Solutions, Inc., offers a variety of unregistered group variable annuity contracts and mutual fund platforms (collectively referred to as "retirement products"). Those retirement products are sold exclusively in the public sector retirement markets through Nationwide's life insurance and trust company affiliates (collectively referred to as the "Nationwide companies")

The variable accounts, trust accounts, or custodial accounts (the "Accounts") that accompany the retirement products offer investment options, and purchase and sell shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies.

Nationwide companies also incur the distribution costs associated with selling the retirement products, which benefits the mutual funds by providing contract owners and participants with investment options that correspond to the underlying mutual funds.

An investment adviser or subadviser of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products.

Types of Payments the Nationwide Companies Receive

In light of the above, certain mutual funds or their affiliates make payments to the Nationwide companies (the "payments"). The amount of these payments is typically based on an agreed upon percentage times the amount of assets that the Accounts invest in the mutual funds.

These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit.

The Nationwide companies receive the following types of payments:

- Mutual fund 12b-1 fees, which are deducted from mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the mutual fund, which may be deducted from mutual fund assets; and
- Payments by a mutual fund's adviser or subadviser (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee that is deducted from mutual fund assets and reflected in the mutual fund charges.

Furthermore, the Nationwide companies benefit when assets are invested in Nationwide's affiliated mutual funds (i.e., Nationwide Variable Insurance Trust and/or Nationwide Mutual Funds) because their affiliates also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services. Thus, the Nationwide companies may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

The Nationwide companies took these anticipated payments into consideration in determining the charges they impose under the retirement products (apart from fees and expenses imposed by the mutual funds). Without these payments, the Nationwide companies would have imposed higher charges on their retirement products.

Amount of Payments the Nationwide Companies Receive

For the year ended December 31, 2013, for public sector retirement products, the maximum payments that the Nationwide companies received from the mutual funds and their affiliates (as a percentage of the average daily net assets of the mutual funds attributable to the retirement products) and weighted average payments were:

| | Maximum Percentage | Weighted Averages** |
|------------------------------------|--------------------|---------------------|
| Public sector retirement products* | 0.75% | 0.286% |

*Excludes select public sector retirement plan assets where the Nationwide companies either do not have agreements to receive any payments from the mutual funds or do not retain payments from the mutual funds.

** Weighted averages are the product of amounts the Nationwide companies earned, divided by annual average mutual fund assets (using quarter end average balances). All mutual funds available in a line of business are included when determining average mutual fund assets, regardless of whether the mutual funds or their affiliates actually made any payments to the Nationwide companies during the year, subject to the exclusion noted above.

Most mutual funds or their affiliates have agreed to make payments to the Nationwide companies, although the amount of the payment may vary from mutual fund to mutual fund. Some mutual funds may not make any payments at all.

The amount of the actual payments the Nationwide companies receive is based on an agreed upon percentage times the amount of assets invested by the Accounts in the mutual funds. As such, the Nationwide companies may receive higher payments from mutual funds that pay a lower percentage than from mutual funds that pay a higher percentage because of the level of assets invested by the Accounts.

Opportunities to participate in educational and/or marketing activities offered by investment advisers or subadvisers of the mutual funds or their affiliates to employees of the Nationwide companies are not taken into account in determining the amount of payments received.

Identification of Mutual Funds Offered in Our Retirement Products

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses.

In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement plan sponsors and/or their advisors. Another factor the Nationwide companies consider during this process is whether the mutual fund's adviser or subadvisor is one of their affiliates or whether the mutual fund, its adviser, its subadvisor(s), or an affiliate will make payments such as those described above.

The Plan Sponsor should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when deciding which investment options to offer for the Plan. The fees of the mutual funds being offered as part of the overall retirement product should also be considered

in the Plan Sponsor's decision. Plan Sponsor understands that higher product and mutual fund fees and charges have a direct effect on the investment performance of the Plan's investment options.

(Additional information is available through "Fund Payments Made to Nationwide" link on www.nrsforu.com)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective on the date first written above.

Nationwide Retirement Solutions, Inc:

Plan Sponsor

(name of entity)

By: Catherine Moore

By: _____

Name: Catherine Moore

Name: _____

Title: AVP, Client Services

Title: _____

Date: 6/22/15

Date: _____

**Signature Page
To
Agreement between
City of Chula Vista and
Nationwide Retirement Solutions
To Administer Deferred Compensation Plan**

IN WITNESS WHEREOF, City and Consultant have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: _____
Mary Casillas Salas, Mayor

Attest:

Donna Norris, City Clerk

Approved as to form:

Glen R. Googins, City Attorney

Nationwide Retirement Solutions

By: _____
Catherine Moore,
Assistant Vice President, Client Services