

**ADMINISTRATIVE SERVICES AGREEMENT
FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN and 401(a)
DEFINED COMPENSATION PLAN OF THE HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

This Administrative Services Agreement (“Agreement”) by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide”) and an affiliate and subsidiary of Nationwide Financial Services, Inc. and Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (“Plan Sponsor”) is effective as of the 1st day of August, 2024 (“Effective Date”).

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (“Code”), established and sponsors the Hillsborough County Aviation Authority Deferred Compensation Plan, a Section 457(b) Plan, and the Hillsborough County Aviation Authority 401(a) Plan, a Section 401(a) Plan (“Plan” or “Plans”); and

WHEREAS, Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services described in this Agreement for the Plans (“Administrative Services”); and

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

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

1. DESIGNATION

- a. Plan Sponsor designates Nationwide as a non-fiduciary, non-discretionary provider of Administrative Services for the Plans in accordance with the terms of this Agreement.
- b. Plan Sponsor represents that the selection and designation of Nationwide complies with any procurement statutes applicable to Plan Sponsor.
- c. Any duties or services not specifically described herein or delegated in the Plans’ documents as being provided by Nationwide are the responsibility of Plan Sponsor.
- d. Services in addition to those in this Agreement or delegated in the Plans’ documents may be added by mutual agreement of Nationwide and Plan Sponsor.

2. ELIGIBLE EMPLOYER

Plan Sponsor has determined that it is an “eligible employer” and meets the requirements of Internal Revenue Code of 1986, as amended (“Code”) Sections 457(e)(1)(A) and 414(d).

3. TERM

- a. The Initial Term of this Agreement is five (5) years from August 1, 2024 through July 31, 2029, unless terminated earlier in accordance with Section 26.
- b. Plan Sponsor may renew this Agreement for one (1), five-year period. The renewal is based on the existing terms, conditions, Nationwide's performance, pricing, and Plan Sponsor's fiscal year funding availability, as evidenced by formal written approval of the Plan Sponsor and Nationwide.
- c. If at the expiration of the Initial Term or renewal period Plan Sponsor has not provided Nationwide with instructions for the transfer of administration of the Plans, this Agreement will convert to an "evergreen" agreement and will remain in effect until terminated in accordance with Section 26.

4. GENERAL

- a. Plan Sponsor agrees that Nationwide will administer the Plans in accordance with its standard policies and procedures to the extent those policies and procedures comply with applicable laws and regulations, unless otherwise negotiated. Nationwide and Plan Sponsor shall mutually agree to any procedures which require customization, *e.g.*, loan procedures.
- b. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring deferrals to other Section 457(b), 403(b), 401(a), and/or 414(h) Plans, or any defined benefit plans referenced by the Code.
- c. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring inter-plan coordination between the Plans administered by Nationwide and any other plan which Plan Sponsor may have.
- d. This Agreement does not require, nor will this Agreement be construed as requiring, Nationwide to exercise any discretionary control or authority over the Plans or the assets of the Plans.
- e. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to Plan Sponsor or to Participants.

5. PLAN SPONSOR RESPONSIBILITIES

- a. Plan Sponsor is responsible for timely providing all information that Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services under this Agreement.
- b. Plan Sponsor is responsible for timely providing updated information regarding Participants.
- c. Plan Sponsor is responsible for ensuring that the provided information is accurate and complete to the best of Plan Sponsor's ability. Nationwide is entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information.
- d. Plan Sponsor acknowledges that inaccurate or late information could result in tax penalties, Participant/beneficiary legal claims, or both. Nationwide assumes no responsibility for, and will not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.

- e. Plan Sponsor agrees to be responsible for all maximum deferral limit testing for the Plans.

6. SERVICES RELATED TO PARTICIPANT ENROLLMENT

- a. Plan Sponsor is responsible for determining employees eligible to participate in the Plans.
- b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plans.
- c. Nationwide agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties.
- d. Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Participants at the time and in the manner determined by the Plan Sponsor; provided, however, that all reasonable expenses associated with such distribution will be paid by Nationwide.

7. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS AND ACCOUNT ACCESS

- a. Nationwide agrees to establish an account for each enrolled Participant, beneficiary, and alternate payee of the Plans (for purposes of this Agreement only, referred to as "Participants").
- b. For each Participant account, at a minimum, Nationwide will maintain the following information, if provided:
 - i. Name;
 - ii. Social Security number;
 - iii. Mailing address;
 - iv. Date of birth;
 - v. Current investment allocation direction;
 - vi. Contributions allocated and invested;
 - vii. Investment transfers;
 - viii. Benefit payments;
 - ix. Current account balance;
 - x. Transaction history since funding under the Agreement;
 - xi. Contributions since funding under the Agreement;
 - xii. E-mail address;
 - xiii. Beneficiary designation, if applicable;
 - xiv. Benefit tax withholding information; and

- xv. Such other information as agreed upon by the Plan Sponsor and Nationwide.
- c. Participants will have the unlimited ability to increase (within the limitations of Code Section 457(b)) or decrease contributions to the 457(b) Plan. Nationwide will process all requests to increase or decrease contribution amounts within five Business Days (defined as each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.) of receipt of the request, but the request cannot be effective until the earliest date permissible under the Code or, if later, the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.
- d. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one available investment option to another on any Business Day subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.
- e. Nationwide will provide reports to the Plan Sponsor within thirty days following the end of each calendar quarter reporting period summarizing the following:
 - i. All Participant activity that transpired during the reporting period;
 - ii. Total contributions allocated to each investment or insurance option under the Plans; and
 - iii. Total withdrawals by Participant (This report shall include the amount, type and date of withdrawal).
- f. Nationwide will maintain, for a reasonable amount of time, the records necessary to produce any required reports. Plan Sponsor agrees that Nationwide shall retain a copy of all related papers and electronic records.

8. SERVICES RELATED TO PLAN CONTRIBUTIONS

- a. Plan Sponsor agrees to send all Plan contribution information and related funds to Nationwide on a timely basis that complies with all applicable legal requirements.
- b. Plan Sponsor will provide all contribution allocation information with respect to Participant accounts to Nationwide in a mutually agreed upon format. Contribution allocation instructions include direction via electronic sources.
- c. Nationwide will allocate contribution amounts transmitted by Plan Sponsor to Participant accounts in accordance with the latest instructions from Participants or the Plan Sponsor (as applicable) on file with Nationwide, when such instructions are in good order.
- d. Nationwide agrees to post funds received in good order (as defined below) from Plan Sponsor in accordance with the separate funding arrangements between Plan Sponsor and Nationwide or any of its affiliates.

- e. Plan Sponsor may send funds by wire transfer, through an automated clearinghouse, or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to Participant accounts.
- f. The term “in good order” means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:
 - i. All records must include the correct and complete Participant name, Social Security number (or other unique identifier), and the amount to be credited to the Participant’s account(s);
 - ii. The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
 - iii. The Plan name and Plan number must be clearly identified;
 - iv. Both the Participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
 - v. All Participants making or receiving a contribution must have an account established on the recordkeeping system.
- g. If Nationwide determines that the contribution or allocation detail is not in good order (“NIGO”), Nationwide will notify the Plan Sponsor. After such notification, the parties will continue to try to resolve the NIGO status. If the parties do not achieve resolution, Nationwide will return the funds to the Plan Sponsor within thirty Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide’s instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be NIGO.

9. SERVICES WITH RESPECT TO DISTRIBUTIONS

- a. Nationwide shall make all distributions in accordance with the Plan documents.
- b. Except as provided in subsection d below, Nationwide shall make all distributions as directed by a Participant or the Plan Sponsor. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options.
- c. All distributions will be made pro-rata from each of the Participant’s investment options and money sources unless directed otherwise by the Participant.
- d. Nationwide will provide notice and a distribution form to each Participant attaining age 72 (or such other age as determined by current law) or older in the current calendar year. The notice will inform the Participant that required minimum distributions (“RMD”) must begin no later than April 1 of the calendar year following the later of attainment of age 72 (or such other age

as determined by current law) or retirement (subject to the terms of the Plans). Nationwide will automatically distribute the RMD to the Participant if no direction is received from the Participant.

10. TAX REPORTING

- a. For each Participant that has received a benefit payment, Nationwide shall furnish tax reporting forms. The forms will be provided in the manner and time prescribed by federal and state law.
- b. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.
- c. Plan Sponsor will be responsible for all tax reporting requirements for periods before the Effective Date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

11. UNCLAIMED PROPERTY

Nationwide shall administer Participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures.

12. SERVICES RELATED TO PARTICIPANT COMMUNICATION AND EDUCATION

a. Communication and Education

- i. Participant Statements
 1. Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plans.
 2. Nationwide agrees to mail account statements (by U.S. mail or electronically) to Participants within thirty calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four Business Days after the end of each quarter.

b. Website

- i. Participants may access the website via a secured internet site at www.nrsforu.com to review and make changes to their accounts. That website complies with applicable data protection and privacy laws and is the exclusive property of Nationwide.
- ii. Using that website, Participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that a Participant submits using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.

- iii. The website is available twenty-four hours a day, except for routine maintenance of the system.
- iv. The Participant website experience will include access to an education library offering investment education. Content is delivered via multiple formats which can include short videos, print materials, and workshop modules.

c. INTERACTIVE VOICE RESPONSE SYSTEM

- i. Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four hours per day, seven days per week, except for routine maintenance of the system.
- ii. Participants will be able to conduct routine Plan transactions and obtain account balance information through the IVR.
- iii. The Plan Sponsor authorizes Nationwide to honor Participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

d. CUSTOMER SERVICE

Nationwide's customer service representatives will be available toll-free to answer Participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, except for certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

e. PARTICIPANT ENGAGEMENT PROGRAM

- i. Nationwide will provide a personalized communication program (Participant Engagement Program or "PEP") designed to engage Participants in retirement planning and motivate them to take action to improve their financial future. The PEP may include delivery methods such as email, digital targeting, social targeting, and Direct Mail.
- ii. Use of Third-Party Marketing Firm: Plan Sponsor understands that Nationwide may use a third-party marketing firm to provide the PEP, that the use of a third-party marketing firm may be essential to provide the PEP due to its personalized features, and that the PEP cannot be offered without such use. Nationwide shares Participant data with the marketing firm to allow it to target the appropriate retirement plan messages to each Participant based on the Participant's individual characteristics, demographics, and behaviors while considering the Participant's preferences for accessing information, electronically or otherwise, for more impactful delivery.
- iii. Sharing of Participant Data: To facilitate the PEP, Plan Sponsor approves the sharing of data with a third-party marketing firm. Participant data will only be shared with the third-party marketing firm for Plan-related purposes. Only third-party marketing firms that comply with all applicable state and federal privacy laws, including the relevant provisions of the Gramm-Leach-Bliley Act, will be utilized. All Participant data will be secured and protected at all times

to avoid unauthorized access, and the third-party marketing firm must agree to abide by all current applicable legal and industry-standard data security and privacy requirements.

13. SERVICES RELATED TO INVESTMENT OPTIONS

- a. Plan Sponsor acknowledges that it has exercised its fiduciary duties in selecting the Plans' funding vehicles and the applicable investment line-up under such funding vehicles.
- b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements after being provided with a copy of same.
- c. With respect to funding vehicles that engage an independent investment advisor to establish and maintain the investment line-up, Plan Sponsor agrees that failure to follow the independent investment advisor's recommendation in accordance with the terms of its agreement with the independent investment advisor will cause Plan Sponsor to become the investment fiduciary for the Plans.
- d. Nationwide agrees to accept contributions to the Plans for investment in the investment options selected by the Plan Sponsor, a product's independent investment advisor, or other responsible Plan fiduciary in its sole discretion and agreed to by Nationwide.
- e. From the inception of this Contract to July 31, 2027, the Fixed Rate for all assets in the True Flex Fixed Annuity shall be a minimum of 3.0% annualized. Thereafter, the Interest Rate shall be the annualized rate that Nationwide declares in a notice to the Contract Owner at least 14 days in advance of each calendar quarter.

14. ADDITIONAL SERVICES FOR GOVERNMENTAL 401(a) PLAN

Nationwide may provide the following services to the Plan Sponsor for the 401(a) Plan as mutually agreed upon in writing by the Plan Sponsor and Nationwide:

- Eligible Employee Verification
- Year End Valuation
- Contribution and Forfeiture Allocation
- Contribution Verification
- Vesting Calculation and Maintenance
- Contribution Limit Testing (This will be done on an individual plan basis. Nationwide will not be responsible for monitoring aggregate contribution limits to multiple plans or for reviewing or taking into account contributions to any other plan sponsored by the Plan Sponsor or contributions record kept by another vendor).

15. COMPENSATION

- a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement ("Compensation Requirement")

that can be either one of the following two options, as selected by Plan Sponsor in the manner described below and pursuant to Section 15(b):

- i. 0.02% (2 basis points) of the of the Plans account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset fee applied against all Plan assets for which Nationwide serves as recordkeeper, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding Participant loan balances. The explicit asset fee of 2 basis points will be taken against Participant loans by applying an additional finance charge to the loan interest rate.
- ii. An annualized per Participant Account fee of Twenty-Three dollars (\$23.00) ("Compensation Requirement") to be collected according to Nationwide's standard business practices. If an eligible participant is simultaneously enrolled in the 457(b) plan and the 401(a) plan, Nationwide shall only assess a \$23.00 fee on the Participant's 457(b) Plan account. Each eligible participant account will be assessed a charge of \$5.75 on the last day of each calendar quarter. For this purpose, a participant is eligible to be assessed if the Participant has an account balance in the 457(b) Plan, on the last business day of each quarter, (i.e. March 31, June 30, September 30 and December 31) that is equal to or greater than \$100.00.

Both pricing options require that the Plans map all stable value assets except those that may be subject to a 12-month put to the Nationwide True Flex and all managed accounts map to ProAccount. If the plan chooses not to map as described in the previous sentence, then the pricing will be amended to reflect the corresponding fee schedule in Exhibit B. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts and revenue from mutual fund providers, as well as fees associated with specific services or products.

- b. At the inception of this Agreement, and continuing through the calendar year commencing January 1, 2025, the Compensation Amount will be taken in the form of the Per Participant Fee. Thereafter, the Hillsborough County Aviation Authority may select from among the two (2) methods described in Section 15.a. above by which the Compensation Amount will be determined on a calendar year basis. The Hillsborough County Aviation Authority must provide at least sixty (60) days written notice to Nationwide prior to the end of the calendar year to switch to a different method for determining the Compensation Amount for the following calendar year, and the selected method must remain in effect for an entire calendar year.
- c. Nationwide will provide the Plan Sponsor with a quarterly Compensation Requirement report within thirty (30) Business Days after the end of each quarter.
- d. 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"). The Investment Option Payments include mutual fund service fee payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment

Option Payments to Participant accounts on a quarterly basis. The Investment Option Payments shall be credited to Participant accounts on a pro-rata basis based on each Participant's total assets held in all Plan investment options that generated the Investment Option Payments.

- e. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 15 is reasonable and appropriate for the Administrative Services provided.
- f. To the extent offered under the Plans, in addition to the above-described fees, Nationwide shall also receive fees with respect to a Participant's use of Participant loan administration, the SDBA, and Nationwide's managed account service ("ProAccount") as follows:
 - i. Loans – If requested by the Plan Sponsor and permitted under the terms of the Plans, Nationwide will assist the Plan Sponsor in processing Participant loan requests pursuant to Participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All Participant loan fees are governed by Nationwide's Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.
 - ii. Self-Directed Brokerage Account – The Plans offer an SDBA investment option for qualifying Participants in the Plans. 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 Nationwide.
 - iii. ProAccount – Managed account services are offered by Nationwide Investment Advisors ("NIA"), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with NIA if the Plan Sponsor wants to add ProAccount to the Plans. Only Participants who choose to utilize Nationwide's ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the Participant and NIA and are assessed pursuant to the terms and conditions of such agreement.
- g. 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.

16. FRAUD

- a. Nationwide will investigate suspected fraud in accordance with its standard procedures.
- b. Nationwide will report any fraud that is confirmed after performing its investigation to Plan Sponsor.
- c. Nationwide will work with Plan Sponsor to determine the appropriate action to mitigate or rectify any discovered fraud.
- d. If Nationwide suspects fraud with respect to an ACH transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the Participant instead.

17. ASSIGNABILITY AND PROVISION OF SERVICES

- a. Excepted as otherwise specifically provided for in this Agreement, Plan Sponsor acknowledges that the Administrative Services under this Agreement will be performed by Nationwide or one of its affiliates.
- b. Except as provided for in Subsection a above, no party to this Agreement will assign the performance of Administrative Services without the express written consent of the other party, which consent shall not be unreasonably withheld. Unless agreed to by the parties, such assignment shall not relieve any party to this Agreement of any duties or responsibilities herein. This provision does not restrict Nationwide's right to delegate certain Administrative Services to agents, affiliates, and vendors.

18. CONFIDENTIALITY

- a. Nationwide agrees to maintain all information obtained from or related to all Plan Participants as confidential.
- b. Plan Sponsor authorizes Nationwide to disclose Plans and employee information to its agents, affiliates, vendors, brokers, registered representatives, and professional advisors (such as attorneys, accountants and actuaries) to enable or assist them in the performance of their duties hereunder and other activities related to the Plans.
- c. Plan Sponsor agrees to allow the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan Participants.
- d. Except as provided for in Sections 12(e) and 18(b), Plan Sponsor agrees that Plan and Participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by Plan Sponsor.
- e. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with this Agreement, the investment arrangement funding the Plans, or the Plans; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

19. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF NATIONWIDE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NATIONWIDE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Nationwide agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Plan Sponsor in order to perform the Administrative Services contemplated by this Agreement.
- b. Upon request from the Plan Sponsor custodian of public records, provide the Plan Sponsor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.
- d. Upon completion of the Term of this Agreement, keep and maintain public records required by the Plan Sponsor to perform the Administrative Services. Nationwide shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Plan Sponsor, upon request from the Plan Sponsor custodian of public records, in a format that is compatible with the information technology systems of the Plan Sponsor.

The Plan Sponsor maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Plan Sponsor's record management process. Once that occurs, the paper original version of this document will be destroyed.

20. INDEMNIFICATION

- a. To the maximum extent permitted by Florida law, in addition to Nationwide's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, Nationwide will indemnify and hold harmless Plan Sponsor, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:
 - i. presence on, use or occupancy of Plan Sponsor property;
 - ii. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 - iii. any breach of the terms of this Agreement;
 - iv. performance, non-performance or purported performance of this Agreement;
 - v. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular; and/or
 - vi. infringement of any patent, copyright, trademark, trade dress or trade secret rights by Nationwide or Nationwide's officers, employees, agents, volunteers, subcontractors,

invitees, or any other person directly or indirectly employed or utilized by Nationwide, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Plan Sponsor, its members, officers, agents, employees, or volunteers.

- b. In addition to the duty to indemnify and hold harmless, Nationwide will have the separate and independent duty to defend Plan Sponsor, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:
 - i. presence on, use or occupancy of Plan Sponsor property;
 - ii. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 - iii. any breach of the terms of this Agreement;
 - iv. performance, non-performance or purported performance of this Agreement;
 - v. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance; and/or
 - vi. infringement of any patent, copyright, trademark, trade dress or trade secret rights by Nationwide or Nationwide's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Nationwide regardless of whether it is caused in part by Nationwide, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Nationwide by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Plan Sponsor, its members, officers, agents, employees, or volunteers.
- c. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Nationwide agrees to the following: To the maximum extent permitted by Florida law, Nationwide will indemnify and hold harmless Plan Sponsor, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Nationwide and persons employed or utilized by Nationwide in the performance of this Agreement.
- d. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the

obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- e. Nationwide's obligations to defend and indemnify as described in this Section will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Nationwide, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- f. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Nationwide shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Nationwide and persons employed or utilized by Nationwide in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- g. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Plan Sponsor, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- h. Plan Sponsor and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Nationwide of any of its obligations under this Section.
- i. If the above paragraphs A - H or any part of paragraphs A – H are deemed to conflict in any way with any law, the paragraph or part of the paragraph will be considered modified by such law to remedy the conflict.

21. INSURANCE

Nationwide must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Nationwide becomes in default of the following requirements, the Plan Sponsor reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Plan Sponsor, members of the Plan Sponsor's governing body, and the Plan Sponsor's officers, volunteers, agents, and employees are included as additional insureds.

a. Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Administrative Services performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

b. Commercial General Liability Insurance

The minimum limits of insurance covering the Administrative Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, Nationwide under this Agreement or the use or occupancy of Plan Sponsor premises by, or on behalf of, Nationwide in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

c. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

d. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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e. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Plan Sponsor and maintained throughout this Agreement and for three years following completion of this Agreement. Coverage will include all work of Nationwide without exclusions unless approved in writing by Plan Sponsor. The limits of coverage will not be less than:

Each Occurrence
Annual Aggregate

\$1,000,000
\$1,000,000

f. [Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

g. Waiver of Subrogation

Nationwide, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against the Plan Sponsor, members of Plan Sponsor’s governing body and the Plan Sponsor’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Nationwide.

h. Incident Notification

Nationwide will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Plan Sponsor-owned property, tenant-owned property or third-party property.

i. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to Nationwide will be promptly handled, addressed and resolved by Nationwide.

Nationwide will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Plan Sponsor Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Plan Sponsor Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Plan Sponsor could be held liable for injury or damages.

i. Conditions of Acceptance

The insurance maintained by Nationwide must conform at all times with Plan Sponsor Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Plan Sponsor website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Insurance for Suppliers.

22. NON-DISCRIMINATION

During the performance of this Agreement, Nationwide, for itself, its assignees and successors in interest, agrees as follows:

- a. Nationwide will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Agreement.
- b. Civil Rights. Nationwide, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Nationwide will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Nationwide, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

- “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Nationwide must take reasonable steps to ensure that LEP persons have meaningful access to Nationwide’s programs (70 Fed. Reg. at 74087 to 74100); and
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits Nationwide from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- c. In all solicitations either by competitive bidding or negotiation made by Nationwide for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Nationwide of Nationwide’s obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
 - d. Nationwide will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Plan Sponsor or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Nationwide is in the exclusive possession of another who fails or refuses to furnish this information, Nationwide will so certify to Plan Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. In the event of Nationwide’s non-compliance with the non-discrimination provisions of this Agreement, Plan Sponsor will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Nationwide under this Agreement until Nationwide complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
 - f. Nationwide will include the provisions of Paragraphs A through E above in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless

exempt by the Regulations or directives issued thereto. Nationwide will take such action with respect to any subcontract or procurement as Plan Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Nationwide becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Nationwide may request Plan Sponsor to enter into such litigation to protect the interests of Plan Sponsor and, in addition, Nationwide may request the United States to enter into such litigation to protect the interests of the United States.

- g. Nationwide assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Nationwide, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Nationwide, if required by such requirements, will provide assurances to Plan Sponsor that Nationwide will undertake an affirmative action program and will require the same of its subconsultants.

23. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

- a. Books and Records

In connection with payments to Nationwide under this Agreement, it is agreed Nationwide will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Nationwide will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to this Agreement. Nationwide will not destroy any records related to this Agreement without the express written permission of the Plan Sponsor.

- b. Plan Sponsor Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, the Plan Sponsor, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Nationwide's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Nationwide under this Agreement for the purpose of determining compliance with this Agreement. Such audits will not be requested more frequently than annually.

Free and unrestricted access will be granted to all of Nationwide's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement or any work order. If the records are kept at locations other than the Tampa International Airport, Nationwide will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Nationwide agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Plan Sponsor will incur additional costs if records requested by Auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Plan Sponsor may assess Nationwide liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time Nationwide is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Plan Sponsor retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Nationwide's failure to comply.

Auditors have the right during the engagement to interview Nationwide's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Nationwide has overcharged Plan Sponsor, Nationwide will re-pay Plan Sponsor for such overcharge and Plan Sponsor may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Plan Sponsor's staff for any Administrative Services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements.

Nationwide will notify the Plan Sponsor no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and provide Plan Sponsor a copy of any audit documents or reports so received.

Nationwide agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Nationwide will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

24. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and Plan Sponsor. This Agreement shall be enforceable only by the parties, not by Plan Participants or other third parties, and is intended to create no third-party beneficiaries.

25. MODIFICATION

- a. The parties intend this writing to be both the final expression of the Agreement between the parties and a complete statement of the terms of this Agreement. Notwithstanding anything contained herein to the contrary, the parties may amend this Agreement from time to time and as mutually agreed upon. Except as otherwise provided herein, no modification of this

Agreement will be effective unless and until such modification is evidenced by a writing signed by both parties.

- b. Notwithstanding the above, if Nationwide determines that an amendment to this Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion.

26. TERMINATION

- a. Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing 120 days written notice to the other party.
- b. In the event either party fails to perform any or all of its obligations as defined in this Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty days from the date in which notice of default is given, the non-defaulting party may terminate this Agreement upon 60 days written notice to the defaulting party.
- c. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options.
- d. Plan Sponsor further acknowledges and agrees that the Plans are responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.
- e. Upon the effective date of termination of this Agreement the following shall occur:
 - i. Nationwide will no longer accept contributions to the Plans except by agreement of the parties.
 - ii. Nationwide will:
 - 1. Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all Participant records in an electronic format and within a time frame as mutually agreed upon between Nationwide and Plan Sponsor.
 - 2. Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing Participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame agreed to by the parties for the delivery of Participant records.
 - 3. Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing in accordance with the funding arrangement terms. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

- f. If the Plan is not funded within 180 days of the date this Agreement is signed by the parties or the Effective Date of this Agreement, if later, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.

27. CIRCUMSTANCES EXCUSING PERFORMANCE

- a. Neither party to this Agreement will be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, severe malware or cyber-attack, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.
- b. Neither party will be responsible for performing all of that portion of Administrative Services precluded by the foregoing events for such period of time as Plan Sponsor or Nationwide are precluded from performing such Administrative Services in the normal course of business. Neither Nationwide nor Plan Sponsor will be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.
- c. "Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

28. NO WAIVER

The failure of either party to enforce any provision of this Agreement will not be construed as a waiver of that provision or of any other provision in this Agreement. Either party may, at any time, enforce a provision previously unenforced, unless a modification to this Agreement has been executed that makes such provision unenforceable.

29. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required will be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions. Any prohibited or unenforceable provision in any one jurisdiction will not prohibit or render unenforceable such provision in any other jurisdiction.

30. AUTHORIZED PERSONS

Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instructions to Nationwide concerning the Plans and/or assets in the Plans, and written direction regarding the form of such instructions.

31. COMPLIANCE WITH LAWS

Both Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plans and the administration thereof. Nothing contained herein will be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

32. SURVIVAL OF REPRESENTATIONS, WARRANTIES, INDEMNITY, AND CONFIDENTIALITY

- a. Notwithstanding anything to the contrary, any representations and warranties contained herein will survive termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five business days of any representation or warranty that is no longer valid.
- b. Notwithstanding anything to the contrary, any indemnity provisions contained herein will survive the termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement.
- c. Notwithstanding anything to the contrary, any confidentiality provisions contained herein will survive the termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement.

33. PRIVACY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Participants of the Plans have no privity of contract with each other.

34. APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Nationwide hereby waives any claim against the Plan Sponsor and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

35. HEADINGS

The headings of articles, paragraphs, and sections are included for convenience only and will not be considered by either party in construing the meaning of the Agreement.

36. NOTICES

All notices and demands to be given by one party to another must be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice will be deemed received on the earlier of: (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

If to Nationwide: Nationwide Retirement Solutions, Inc.
10 W. Nationwide Blvd., 05-04-101A
Columbus, Ohio 43215

If to Plan Sponsor: Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622

By executing this Agreement, Plan Sponsor represents and warrants that it is an "eligible employer," as that term is defined in Code Section 457(e)(1)(A) and 414(d), which means "a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement including Exhibits A, B, and C effective as of the date first written below.

Nationwide Retirement Solutions, Inc.

Hillsborough County Aviation Authority

DocuSigned by:
C. Alexis Cousineau
By: _____
Name: C. Alexis Cousineau
Title: AVP, Operations
Date: 7/22/2024

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Nationwide Retirement Solutions, Inc. ("Nationwide"), hereby attests under penalty of perjury that:

1. Nationwide does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Nationwide.

Date: July 22, 2024

Entity: Nationwide

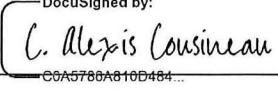
Signed: 
Name: C. Alexis Cousineau
Title: AVP, Operations

EXHIBIT B – Fee Schedule including Ad Hoc Fees

Best and Final Pricing Scenario*	Fee (% of total assets)	Fee (\$ per Participant)
No proprietary investments offered (required)	0.08%	\$91 per participant
Inclusion of a proprietary capital preservation investment option (optional, if applicable please detail the proposed investment option) – Nationwide True Flex	0.03%	\$32 per participant
Inclusion of other proprietary investment(s) and/or product(s) (optional, if applicable please detail the proposed investment(s)/ product(s)) - Nationwide True Flex + Nationwide ProAccount Managed Account Service	0.02%	\$23 per participant
Inclusion of other proprietary investment(s) and/or product(s) (optional, if applicable please detail the proposed investment(s)/ product(s)) - Nationwide True Flex + Nationwide ProAccount Managed Account Service + Flex Focus TDF	0.015%	\$18 per participant

*Nationwide's offers assume all assets transition at full value on the agreed upon conversion date, except for stable value assets that may be subject to a 12-month put. Proprietary options assume that upon conversion, existing stable value assets map to True Flex, existing managed accounts map to ProAccount and existing TDF map to Flex Focus.

Ad Hoc Fees

Participant Loans	
Loan Initiation Fee	\$50
Annual Loan Maintenance Fee	\$50
Loan Default Fee (annual until loan repaid in full)	\$50
Insufficient Funds Fee	\$25
Nationwide ProAccount (managed account)	
Account Balance	Pricing Tier
The first \$99,999	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%
Schwab Self-Directed Brokerage Account	
Initiation Fee	\$50
Annual Administration Fee	\$50
Additional Participant Fees	
Overnight Check Mailing Fee	\$25

Exhibit C- Service Level Guarantees

Nationwide commits \$10,000 annually towards Service Level Guarantees and an additional \$10,000 towards transition guarantees. In the event Nationwide fails to meet a service benchmark described in this Exhibit, financial penalties will be assessed against Nationwide according to the following schedule, up to a maximum of \$10,000 annually. All of the service benchmarks below are to be applied to both the 457(b) plan and the 401(a) plan of the Plan Sponsor in the aggregate and not separately.

Service	Service Benchmark	Amount at Risk
Transition		
Transition to Nationwide	Nationwide agrees to accurately convert assets and participant accounts from Mission Square to a corresponding 457(b) and 401(a) Plan at Nationwide. Nationwide will guarantee that it will go live within 3 business days of receipt of all transfer data in good order. Nationwide also agrees to adhere to an agreed upon implementation timeline, black out, and transition date to be determined after the initial kickoff meeting with the Authority and the Nationwide transition team.	\$10,000
Statements		
Participant statement accuracy	99% accuracy	\$1,000/quarterly if standard is not met
Participant online statement posting	99% of statements will be made available within 10 business days after the quarter-end	\$1,000/quarterly if standard is not met
DC Accuracy		
Payroll Contribution Files	99% accuracy. For the guarantee to be applicable there must be a minimum transaction count of 100 per quarter. Nationwide shall pay the penalty for missing the service obligations for the second quarter in which Nationwide did not meet the service obligations.	\$1,000 quarterly if standard is not met.
Contract exchange/rollover		
Enrollment		
New Loan Issuance		
Withdrawals and distributions		
DC Timeliness		
Investment of funds received (includes payroll contributions and contract exchange/rollover)	99% of transactions processed same day if money received by market close and all associated data is in good order.	\$1,000 quarterly if standard is not met.

Enrollment	99% of transactions processes within two business days following confirmation that they are in good order.	\$1,000 quarterly if standard is not met.
New Loan Issuance		
Withdrawals and distributions		
Participant confirmation statement	99% of confirmations made available within two business days following transaction settlement.	\$1,000 quarterly if standard is not met.
Participant Solutions Center Speed to Answer	Answer 70% of calls within 30 seconds and have an abandoned call rate of 3% or less.	\$1,000 quarterly if standard is not met.