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Year: 2021

Amount:

Department: Human Resources

Contract Type: Professional Services

Contractors Name: Wells Fargo

Contract Description: 457 Deferred Compensation Investment Management Consulting Services

ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Wells Fargo FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 2nd day of April 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Wells Fargo (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Investment Management Consulting Services for the 457(b) Deferred Compensation Plan and 401(a) Retirement Plan (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties") , the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
   - ☑ The Contractor's Proposal or Bid No RFP 21-008, and dated February 18, 2021; and/or
   - ☑ Village of Orland Park RFQ/RFP/Purchase Order No.21-008.

   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

   A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
      - ☑ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
      - ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
      - ☑ subject to a not-to-exceed amount of 0.12% of plan assets ("Contract Price")

   B. Invoices: The Consultant agrees to and shall prepare and submit: Payment by Plan Provider
      - ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
      - ☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

   C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

   D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the

Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☑ Scope of Services as set forth in the Consultant's proposal dated February 18, 2021(Exhibit A)

☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than April 2, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than April 2, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and

all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Name: Denise Maiolo, J.D.I.
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6166
Facsimile:708-349-4859
e-mail:dmaiolo@orlandpark.org

To the Contractor:
Name: Joleen A. Christine, CRPS
Company: Wells Fargo
Address: 10 S. Wacker Drive
City, State, Zip: Chicago, IL 60606
Telephone:312-630-2258
Facsimile: 312-592-5639
e-mail:joleen.christine@wellsfargo.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its

officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the

Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

C. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

D. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

D. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

E. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

F. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

G. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee,

gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the

requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

20. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

21. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

22. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

23. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

25. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

26. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

28. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

29. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

30. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: Wells Fargo

By: Joleen A. Christine
Name: Joleen A. Christine, CRPS
Its Advisor/Consultant and Authorized Agent

VILLAGE OF ORLAND PARK

By: _____
Name: George Koczwara Title: Village Manager

ATTEST: _____

EXHIBIT A Retirement Plan Consulting Agreement – Account#5050-0593
[ATTACH]
Scope of Work as set forth in Consultant's Proposal dated February 18, 2021
and/or in Village Proposal Number RFP 21-008 dated February 18, 2021

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

Exhibit A

PROPOSAL SUMMARY SHEET

RFP # 21-008

457 Deferred Compensation Investment Management Consulting Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Wells Fargo

Street Address: 10 South Wacker Drive, Suite 2700

City, State, Zip: Chicago, IL 60606

Contact Name: Joleen A. Christine

Phone: 312-630-2258 Fax: 312-592-5639

E-Mail address: joleen.christine@wellsfargo.com

Cost for Services: $ .12% of plan assets effective with the conversion
No fee is charged during the conversion process.

Signature of Authorized Signee: John A. Christine, CRPS

Title: Financial Advisor, Assistant Vice President

Date: 2/18/2021

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Joleen A. Christine, as Financial Advisor, AVP
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of Wells Fargo Advisors, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [✓] No [ ]

Federal Employer I.D.#: 27-1301141
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
✓ Corporation New York *(State of Incorporation)* 3-18-1852 *(Date of Incorporation)*

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [✓] No [ ]**

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY: Yes [✓] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [✓] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes [✓] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Joleen A. Christine
Signature of Authorized Officer

Joleen A. Christine
Name of Authorized Officer

Financial Advisor, AVP
Title

2·18·2021
Date

REFERENCES

Provide five (5) references for which your organization has performed similar work.

Bidder's Name: Joleen A. Christine CRPS Wells Fargo
(Enter Name of Business Organization)

1. ORGANIZATION: City of Springfield
   ADDRESS: 800 E. Monroe, Room 107 Springfield, IL 62701
   PHONE NUMBER: 217-789-2377
   CONTACT PERSON: John Rogers, Deferred Comp Committee Chairman
   YEAR OF PROJECT: 2019 - current

2. ORGANIZATION: Jefferson County
   ADDRESS: 311 S. Center Ave. Room 111 Jefferson, WI 53549
   PHONE NUMBER: 920-674-7103
   CONTACT PERSON: Terri Palm-Kostroski, HR Director
   YEAR OF PROJECT: 2019 - current

3. ORGANIZATION: Village of Alsip
   ADDRESS: 4500 W. 123rd St. Alsip, IL 60803
   PHONE NUMBER: 708-385-6902
   CONTACT PERSON: John Ryan, Mayor
   YEAR OF PROJECT: 2019- current

4. ORGANIZATION: City of Charleston
   ADDRESS: 520 Jackson Ave. Charleston, IL 61920
   PHONE NUMBER: 217-345-8451
   CONTACT PERSON: R. Scott Smith, City Manager
   YEAR OF PROJECT: 2019- current

5. ORGANIZATION: Village of Minooka
   ADDRESS: 121 McEvilly Rd. Minooka, IL 60474
   PHONE NUMBER: 815-828-3175
   CONTACT PERSON: John Harrington, Finance Director
   YEAR OF PROJECT: 2019. current

ORLAND PARK

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY
Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Primary Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY
$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)
$1,000,000 – Each Occurrence
$1,000,000 – Aggregate
EXCESS MUST COVER: Professional liability

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 18th DAY OF February, 2021

Signature

Authorized to execute agreements for:

Joleen A. Christine, AVP
Printed Name & Title

Wells Fargo
Name of Company

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 04/16/2021

EVIDENCE OF PROFESSIONAL (Errors & Omissions) LIABILITY COVERAGE

Insured:
Wells Fargo & Company and Its Subsidiaries

Insurance Company:
Old Republic

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others.	$100,000,000 Per Occurrence and Aggregate	10/1/2020 - 10/1/2022	MWZY 315838

Evidence of Insurance Issued To:

The Village of Orland Park

14700 South Ravinia Avenue

Orland Park, IL 60462

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 04/16/2021

EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE

Insured:
Wells Fargo & Company and Its Subsidiaries

Insurance Company
Old Republic

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Financial Institution Bond	Provides Employee Dishonesty (Fidelity) coverage for Wells Fargo & Company and its Subsidiaries.	$100,000,000 Per Occurrence and Aggregate	10/1/2020 - 10/1/2022	MWZY 315838

Evidence of Insurance Issued To:

The Village of Orland Park

14700 South Ravinia Avenue

Orland Park, IL 60462

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

ORIGINAL

Village of Orland Park, Illinois

RFP 21-008

457 Deferred Compensation
Investment Management Consulting Services

Prepared by:

Joleen A. Christine, CRPS®
Financial Advisor
Assistant Vice President – Investments
Wells Fargo Advisors
10 South Wacker Drive, Suite 2700
Chicago, IL 60606
312-630-2258
joleen.christine@wellsfargo.com

WELLS FARGO ADVISORS

RFP 21-008

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February 18, 2021

Village of Orland Park
Procurement Selection Team
14700 S. Ravinia Ave.
Orland Park, IL 60462

RE: RFP 21-008
457 Deferred Compensation Investment Management Consulting Services

Dear Procurement Selection Team,

I appreciate an opportunity to earn a partnership with you and the employees of the Village of Orland Park.

My practice is dedicated to working with Governmental 457(b) and 401(a) retirement plans. I have received the Chartered Retirement Plans Specialist designation and have been approved as a Municipal Entity Solicitor demonstrating my commitment specifically to municipal retirement plans. Given my experience, I serve as Co-Fiduciary to the 457(b) Deferred Compensation plans I consult for. I am an independent consultant so I do not sell or represent any financial products or providers. My role is to understand the specific needs of the Village of Orland Park and match the most suitable solution. My advice is completely unbiased.

As the Financial Advisor/Consultant to the plan, I will act as a Co-Fiduciary under Section 3(21) of ERISA and provide the following services:

- Investment Policy Statement
- Investment Search and Recommendation
- Performance Reporting
- Service Provider Search
- Plan Fiduciary Meeting Support
- Plan Benchmarking
- Employee Education Monitoring

I have over 30 years of investment experience and am passionate about providing your valued employees the best available tools to secure their retirement. I would personally work on this from start to finish. A comprehensive provider search requires 30 - 60 days. The consolidation of providers typically requires an additional 60 – 90 days. I have found it is best to transition all plans on the same day using the longest date required by one of the plans for all plans so that all employee money moves at the same time. A transition following our due diligence could be accomplished near the end of the 2nd quarter or more likely during the beginning of the 3rd quarter.

Sincerely,

Joleen A. Christine

Joleen A. Christine, CRPS®
Financial Advisor
Assistant Vice President – Investments
Wells Fargo Advisors

JOLEEN A. CHRISTINE, CRPS®
10 South Wacker Drive, Suite 2700
Chicago, IL 60606
312-630-2258
joleen.christine@wellsfargo.com

PROFESSIONAL EXPERIENCE: 8/2018 - present

WELLS FARGO PRIVATE BANK Chicago, IL
Financial Advisor, Assistant Vice President – Investments
Independent Consultant dedicated to the 457(b) and 401(a) Governmental markets. Review plans to reveal inefficiencies. Serve as a 3(21) Co-Fiduciary to plan sponsors. Create an Investment Policy for the plan and document proof it is followed. Perform a provider search identifying lower recordkeeping and administration fees, economies of scale and highest quality of services. Perform an investment search and recommendation for top tier, low expense ratio mutual fund share classes. Monitor plan investments on a quarterly basis identifying any funds failing criteria to the plan sponsor. Benchmark plan fees and negotiate on behalf of the plan sponsor as assets grow and improvements become available. Oversee conversion process, create investment mapping, employee communication and new plan documents. Oversee education to increase participation and employee understanding. Scrutinize all details of plan for a seamless conversion. Passion and commitment to participant education and plan sponsor fiduciary support. Retirement plan information source for other advisors.

MORGAN STANLEY Grand Rapids, MI 5/2012 – 8/2018
Wealth Management Associate
Key member of a Corporate Retirement Team focusing on 457(b) and 401(a) Governmental plans. Educate plan sponsors on Fiduciary liability and duties. Benchmark plan fees for reasonableness. Identify solutions that reduce fees and improve the investment fund lineup for the participants while easing the administration burden for the plan sponsor. Present solutions to decision makers, hold group employee information sessions and lead conversion process for a seamless transition. Develop and execute strategies to improve retirement readiness for participants. Relationship manager for plan sponsors. Successfully converted 45 plans ranging from $1 million to $50 million in assets working with multiple providers often consolidating multiple plan providers to one while working around prior recordkeeper restrictions.

FUJI SECURITIES INC. Chicago, IL 4/1986 – 1/2002
Vice President
Developed and maintained institutional clients in fixed income securities throughout the U.S. with a daily average sales volume of $500 million, while cultivating rapport with new prospects. Responsible for financing, speculative trading and securing orders for new issues brought to market.

CARROLL MCENTIE & MCGINLEY Chicago, IL 4-1982 – 4/1986
Vice President
Established money market accounts for the purpose of marketing the firm's inventory, instructing traders on client needs.

PROFESSIONAL QUALIFICATIONS:

NASD Series 7: General Securities Representative	4/1982 & 6/2012
NASD Series 66: Uniform Combined State Law	8/2012
Life & Health Insurance License, Long Term Care, Variable Annuities	9/2012
Chartered Retirement Plans Specialist®	5/2016

REFERENCES

City of Springfield, IL
John Rogers, Deferred Compensation Committee Chairman
Office of Planning and Economic Development
800 E. Monroe, Room 107
Springfield, IL 62701
john.rogers@springfield.il.us
217-789-2377 ext. 5471

Consolidation of five 457 providers to one, reducing the fees paid by plan participants by approximately $1 million per year. My role is to educate the Deferred Compensation Committee on their fiduciary liability and responsibilities to the plan, create an RFP for the provider search, score the proposals, schedule presentations from the finalist providers, create a new investment fund lineup using both index and active funds of the lowest available share classes with a history that passed our criteria, provide employee communication explaining the improvements, and oversee the transition scrutinizing all details. Significantly improving the service taking much work off their plate. Working with the City since 6/2019.

Jefferson County, WI
Terri Palm-Kostroski, Human Resource Director
311 S. Center Ave., Room 111
Jefferson, WI 53549
terrip@jeffersoncountywi.gov
920-674-7103

Consolidation of two 457 providers to one, reducing fees paid by plan participants by approximately 1%. I was able to solve the dilemma of changing providers without losing the above market crediting rate on the fixed account that was important to plan participants, by sourcing a provider who could create a custom fixed account for them with the same above market crediting rate. I built a new lower cost investment lineup of top tier funds with a much improved history of performance from the prior fund lineup. Held group employee meetings at various County locations to explain the improvements and answer employee questions and concerns. Working with the County since 7/2019.

Village of Alsip, IL
Mayor John D. Ryan
4500 West 123rd Street
Alsip, IL 60803
jryan@villageofalsip.org
708-385-6902
Kent Oliven, Finance Director and Treasurer
Since joined the City of Niles
kno@vniles.com
847-588-8000

Consolidation of three 457 providers to one, reducing fees paid by plan participants approximately 1%. Reduced the Village's liability by bringing plan fees to reasonable levels and improving investments by eliminating proprietary funds. Negotiated for an above market crediting rate good for 3 years. Worked around restrictions from a prior provider. Working with the Village since 3/2019.

City of Charleston, IL
R. Scott Smith, City Manager
520 Jackson Ave.
Charleston, IL 61920
citymanager@co.coles.il.us
217-345-8451

Consolidation of three 457 providers and one 401a provider to one, reducing fees paid by plan participants by approximately 1%. Negotiated with new provider to absorb market value adjustment levied on assets from Nationwide, one of the prior providers. By absorbing over a five year period the participant account values were not affected. Improved quality of investments and eliminated expensive proprietary funds. Added a Roth option, updated the loan policy and simplified the administration. Working with the City since 10/2019.

Village of Minooka, IL
John Harrington, Finance Director
121 McEvilly Road
Minooka, IL 60474
John.harrington@minooka.com
815-828-3175

Converted the 457 plan to a new provider with a reduction of approximately .75% in fees paid by the plan participants. Negotiated with the new provider to absorb a surrender charge imposed by VALIC, the previous provider. Participant accounts transferred in entirety with the surrender charge credited back by the new provider during the conversion. Improved the investment lineup to top tier, low cost funds. Eliminated a money market fund with a negative return history and poor performing proprietary funds. Improved the Stable Value crediting rate option and introduced Target Date funds. Updated the plan documents and eased the administration process. Working with the Village since 9/2019.

Municipal Retirement Plans I have taken through conversion to an improved solution

City of Charleston – Charleston, IL

City of Springfield, Springfield, IL (in process)

County of Alcona – Harrisville, MI

Allegan County Road Commission – Allegan, MI

County of Alpena – Alpena, MI

County of Jefferson - Jefferson, WI

Chippewa County Road Commission – Sault Ste. Marie, MI

Georgetown Charter Township – Jenison, MI

Grand Rapids Charter Township – Grand Rapids, MI

Ionia County – Ionia, MI

Ionia County Road Commission – Ionia, MI

Isabella County Road Commission – Mount Pleasant, MI

Livingston County Road Commission – Howell, MI

Missaukee County – Lake City, MI

Montmorency County Road Commission – Atlanta, MI

Muskegon County – Muskegon, MI

Muskegon County Road Commission – Muskegon, MI

Newaygo County Road Commission – White Cloud, MI

Oceana County Road Commission – Hart, MI

Oscoda County Road Commission – Mio, MI

Shiawassee Health and Wellness – Owosso, MI

St. Clair County Road Commission – St. Clair, MI

St. Joseph County – Centreville, MI

St. Joseph County Road Commission – Centreville, MI

Tuscola County Mental Health – Caro, MI

Village of Alsip – Alsip, IL

Village of Minooka - Minooka, IL

Wexford County Road Commission – Boon, MI

1. CAPABILITY, CAPACITY AND QUALIFICATIONS

1.1 Overview of the Responding Organization

Founded in 1852, Wells Fargo is forever linked with the image of a six-horse stagecoach thundering across the American West, loaded with gold. Our history is rich in detail and is interwoven into great events in America's history. From the Gold Rush to the 21st Century, through prosperity, depression and war, Wells Fargo has earned a reputation of trust due to its attention and loyalty to our customers.

Wells Fargo Advisors is a non-bank affiliate of Wells Fargo & Company, one of the nation's largest, strongest, and most respected financial institutions. Wells Fargo & Company (NYSE: WFC) is a diversified, community-based financial services company with $2 trillion in assets. Founded in 1852 and headquartered in San Francisco, Wells Fargo provides banking, insurance, investments, mortgage, and consumer and commercial finance through more than 7,400 Locations, 13,000 ATMs, digital (online, mobile and social) and contact centers (phone, email and correspondence), and has offices in 32 countries and territories to support customers who conduct business in the global economy. With approximately 260,000 active, full-time equivalent team members, Wells Fargo serves one in three households in the United States.

Wells Fargo & Company is organized under three core businesses; community banking, wholesale banking and wealth and investment management. Wells Fargo Advisors is a part of the wealth and investment management line of business.

Accolades:

- Fifth most profitable company in the United States (Fortune 2019).
- Most valuable banking brand in the U.S. and fifth most valuable banking brand in the world (2019 Brand Finance)
- Third in total deposits (2019 FDIC data).
- Top 50 most community-minded companies (2019 Points of Light)

In consideration of client privacy, Wells Fargo does not provide references.
References from the Financial Advisor are included on pages 5 -6.

Wells Fargo Advisors is a leading provider of retirement plans with over $100 billion in assets across more than 50,000 retirement plans. We are passionate about serving as an advocate and investment fiduciary for our plan sponsor clients and their employee participants.

We provide support and consulting services regardless of the size of the organization. We have experience in working with a wide range of plan sponsors as well as relationships with approximately 20 of the top retirement plan recordkeepers across the country.

1.2 Staffing

Joleen A. Christine, CRPS®, Financial Advisor

Responsibilities to the plan:

- Review of each current plan provider including fees, investments and services
- Plan Fee Benchmarking
- Provider Search and Recommendation
- Investment Fund Lineup
- Employee Group Meetings to address provider consolidation process and employee questions

Monitor and direct provider consolidation with selected provider including all considerations:

- Fixed account crediting rates
- Outside assets as part of the 457 (insurance)
- Loans
- Retiree concerns
- Investment elections
- Deferral rates
- Payroll process
- Beneficiary designations
- Enrollment guides
- Employee communication
- Notices
- Employee individual concerns
- Investment mapping schedule
- Creation of a new plan document and adoption agreement
- Weekly conference calls with the new provider for a seamless conversion

Since 2012, I have converted approximately 4 plans per year, solving issues such as investment restrictions, fixed account market value adjustments, existing provider requirements, and retiree distributions. I have converted plans from each of the Village of Orland Park's current providers and am familiar with their processes. Most importantly, I have addressed the employee concerns so that they are comfortable and support this benefit change. I have developed a strategy to announce the enhancements allowing employees the opportunity to ask questions that they might otherwise lose sleep over.

I am backed and supported by a team of highly skilled retirement plan experts dedicated to delivering retirement plan solutions designed to achieve the objectives of the plan sponsors. These encompass:

MINIMIZING FIDUCIARY LIABILITY

OPTIMIZING PLAN DESIGNS

PRIORITIZING RETIREMENT READINESS

Wells Fargo Advisors is one of the nation's premier wealth management firms, known and recognized for the responsible stewardship of client's assets. With roots dating back to 1879, it grew through mergers with some of the most respected regional and national financial companies. A non-bank affiliate of Wells Fargo & Company, Wells Fargo Advisors prides itself on exceptional service based on trust and knowledge, and for a coporate culture that puts client needs above all else.

On an ongoing basis, after the conversion, I will provide the following services:

- Serve as a 3(21) Co-Fiduciary to the plan
- Create the Investment Policy Statement
- Docuent the Investment Policy is being followed in the Fiduciary Audit file
- Monitor investments on a quarterly basis
- Benchmark plan fees on an annual basis and negotiate on behalf of the plan, if appropriate
- Create an Education Policy Statement
- Monitor provider services for the plan sponsor and employees including employee communication and education.
- Provide investment reports from the Wells Fargo Investment Institute

The selected provider will offer employee education group and individual meetings, webinars, customer service, and will have the capability to target employee communication on relevant retirement topics such as getting started, increasing contributions, investment diversification and rebalancing investment allocations. Frequency of employee meetings and communications will be determined by the Village's needs and culture. The selected provider will have a conversion team that I will work closely with during the consolidation and a dedicated relationship manager that I and the Village will continue to work with after the conversion.

1.3 References

City of Springfield, IL
Conversion of five providers to one in order to reduce fees and liability.
$80 million in assets
John Rogers, Deferred Compensation Committee Chairman
john.rogers@springfield.il.us

Jefferson County, WI
Conversion of two providers to one. Identified a provider who successfully created a special stable value fund to match the above market rate in the existing plan that participants counted on. Provided group employee meetings at seven County locations to explain conversion and address employee questions and concerns. Significantly reduced fees and improved investment fund lineup.
$30 million in assets
Terri Palm-Kostroski, Human Resources Director
terrip@jeffersoncountywi.gov

Muskegon County, MI
Conversion of three providers to one. Required contacting each retiree individually to reallocate fixed account assets in one of the providers to avoid restrictions and allow retirees access to their funds. Provided group employee meetings at multiple County locations to explain conversion and address employee questions.
$40 million in assets
Nancy A. Waters, Muskegon County Clerk
watersna@co.muskegon.mi.us

1.4 Standard Agreement

Please see Sample Retirement Consulting Agreement on the following pages 12 – 20.

Retirement Plan Consulting Agreement

Sub Firm #	BR Code	FA Code	Account Number

(Office Use Only)

This Retirement Plan Consulting Agreement ("Agreement") is between Wells Fargo Advisors ("WFA") (a trade name used by W Fargo Clearing Services, LLC) and

The terms "client", "you", and "your", refer to the Retirement Plan & Trust established for the benefit of the employees. The "we", "us", and "our" refer to WFA.

You retain us to provide certain consulting services in accordance with the terms and conditions set forth below.

1.Services

We shall provide the Service(s) selected below (the "Services"). Services are described in more detail in Section 3. Such Servic shall be performed on an ongoing and continuous basis until such time as the Agreement is terminated, unless Services are indicated as one-time in Section 3.

- ☐ Investment Policy Statement
- ☐ Investment Search and Recommendation
- ☐ Performance Reporting
- ☐ Service Provider Search
- ☐ Plan Fiduciary Meeting Support
- ☐ Plan Benchmarking
- ☐ EmployeeEducation—— Meetingsat—— locations/City(ies)

2.Compensation

You agree to pay us for the Services provided under this Agreement as set forth below. These fees cover the Services selecte Section 1 only. The fees described in this Section 2 do not cover any execution, custody, clearance or settlement, administrat or trustee services provided by us or our affiliates.

A separate disclosure will identify the amount and sources of any indirect compensation that we may receive from third part such as investment option sponsors.

Fee Summary

Your Fee Method selection

I. One-timeFees $ _____

The fees for the Services provided as a one-time service are payable immediately after such Services are provided. These Services are not ongoing and will terminate upon the delivery of the Service(s). These Services are not provided on an ong basis.

II.OngoingServices(selectaorb)

a.$ _____ peryearflatannualfee,tobebilledinarrearsatthecloseofeachcalendarquarter.

b. _____%ofthevalueoftheassetscoveredbythisAgreementascoveredmorefullybelow.Thefeepaidunderthis option will be paid quarterly in arrears and will be determined by reference to the value of your assets covered by this Agree and held in custody by your custodian. The following shall apply:

Payment Method(s)

Invoice to Plan or Plan Sponsor	Fees will be payable in arrears in quarterly installments at the close of each calendar quarter. We will send you or the Plan Sponsor an invoice at the end of each calendar quarter requesting payment. The fees will be due within 30 calendar days of invoice.
Payment by plan provider/recordkeeper	Fees shall be paid in arrears no less frequently than quarterly. We will rely on your plan provider/recordkeeper to determine the billing period and fee due. You agree to provide your plan provider/recordkeeper instructions and authorization for applicable payments.
Your Payment Method selection:	

Investment and Insurance Products:

Not Insured by FDIC or any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate

WellsFargoAdvisorsisatradenameusedbyWellsFargoClearingServices,LLC,aregisteredbroker-dealerandnon-bankaffiliateofWells Fargo & Company.

("Plan").

SAMPLE

2. Compensation ***(continued)***

Initial Fee: The initial fee will be based on the value of the assets covered by this Agreement as of the last business day of the calendar quarter in which the effective date of this Agreement falls.

Subsequent Fees: For each subsequent quarterly period, our fee will be based on the value of the assets covered by this Agreement as of the last business day of the quarter.

Determination of value of Plan

In determining the value of the Plan assets covered by this Agreement for purposes of determining fees payable we will rely on your custodian's or other plan provider's valuation of assets included in the Plan. The calculation of fees payable pursuant to this Agreement shall be based on eligible assets held within the Plan as permitted under ERISA and Department of Labor regulations, as determined solely by you, your plan provider or your custodian. For purposes of calculating our fees, the value of the Plan shall not include any assets held in participant-directed brokerage window accounts. However, you agree that we may receive other additional fees and compensation for participant-directed brokerage window accounts held with us to the extent that the participant has selected us for such account and to the extent agreed upon with such participant. Any such fees or compensation will be received for services outside of this Agreement.

Adjustment of fees

Unless we agree otherwise, no fee adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Plan during that period or (ii) any partial withdrawal of assets from the Plan during that period.

3. Services

We will provide those Services described in this Section 3 as you have selected in Section 1. In providing the selected Services, we, and the WFA representative providing the Services to you as a financial advisor, will act as a fiduciary under ERISA only to the extent that such Services or activities under such Services are deemed to be fiduciary in nature under Section 3(21) of ERISA. Such fiduciary activity will result in advice (a "Covered Recommendation"). To the extent that particular Services or activities under such Services are considered "investment education" or otherwise non-fiduciary under 29 C.F.R Section 2510.3-21, we are not a fiduciary in connection with such Services or activities.

Non-discretionary Investment Selection and Assistance We will assist you with a number of investment-related Services, as selected in Section 1:

Investment Policy Statement: We will assist you in preparing an Investment Policy Statement ("IPS") that identifies the objectives, risk tolerance and constraints for the management of the investments. The development of the IPS will be based on information provided by you and will be designed to outline the investment philosophy, and establish the management procedures for use by you and any investment manager(s) for the effective management of the investments. Periodically, in the future, we will review the IPS with you on an agreed upon basis.

Our IPS services do not include any recommendations as to the management of the Plan's investments or specific recommendations regarding specific securities or other investment vehicles, unless you specifically and separately select Investment search and recommendation. You shall be responsible for review and final approval of the IPS. No assurance has been or can be given that the investment objectives reflected in your IPS will be achieved.

Investment Search and Recommendation: Upon your request, we will provide an Investment Search Report (options may

include money market, collective investment trusts, mutual funds or group annuity contracts) to you. In this report, we will provide you with investments or investment managers for consideration whose investment philosophies and policies are, in our judgment, compatible with the investment objectives, policies and constraints and risk tolerance specified by the Plan's IPS and/or you. While WFA will recommend an investment option or option(s) and investment managers, as appropriate, the decision to invest with or retain any particular manager or investment, or offer any investment to participants as an investment option rests with you. You understand that

we make no representations concerning, any manager chosen by you without our recommendation, nor shall we assume any liability for any loss, claim, damage or expense attributable to your selection of any manager that has not been profiled, reviewed or approved by us.

If requested by you, we will also provide a diversification review designed to identify particular asset classes that we feel should be included in the Plan's list of investments options made available to the participants based on the Plan's IPS. This information is based on modern portfolio theory and other general diversification philosophies. Based on our review, we may recommend to you additional asset classes to complement the Plan's existing investment options.

Performance Reporting: On an agreed upon basis, we will provide periodic Performance Reports to assist you in evaluating your Plan's designated investment options (options may include money market, collective investment trusts, mutual funds or group annuity contracts) and the performance of the Plan's portfolio over various time periods, as well as comparing various aspects of such performance to benchmarks identified in the IPS. The investments will be analyzed based on their investment philosophies, policies, risk level, and performance as they relate to the investment and diversification objectives, policies, constraints, and risk tolerance, as specified in the investment policy statement and/or you. These Performance Reports may include a combination of: market commentary; plan asset allocation summary; risk and return analysis; investment cost analysis; investment research; and overall review for comparison to the IPS. Account data will be derived from trust or custodial statements for each period. We will not be responsible for verification of the information supplied by the custodian or trustee. While we are not responsible for and will not separately monitor the investments in your Plan, we will provide you with Performance Reports on an agreed upon periodic basis so that you can monitor such investments.

Additional Plan Services: In addition to investment-related Services, periodically in the future and as mutually agreed upon, we will provide the following additional Services, as selected in Section 1:

Service Provider Search: We will request proposals from a group of record keeping platform providers based on stated goals, objectives and demographics of the Plan, and subsequently prepare a report to summarize the results. The summary report is designed to provide comparison of the features, benefits, available investment options and fees of a specific record keeper product that can be analyzed in comparison to the stated criteria. This search process may be performed on an as-needed basis for your fiduciary due diligence, or upon request to provide you information to support your decisions on product solution decisions.

Plan Fiduciary Meeting Support: We will provide general summary reports and statistical updates to the Plan committee(s) or

other fiduciaries. These may include: participation and demographic reports; a review of goals and results of the education policy statement; updates on participant meetings, regulatory updates and market updates.

Plan Benchmarking: We will provide Plan Benchmarking reports that identify and compare specific Plan-design elements such

as: plan features; investment-related information; participant behaviors, plan oversight as well as plan-related fees with other plans in similar industries, or with similar plan size and/or demographics. The benchmarking report may be comprehensive and include all elements or a summary of specific items and fees. These reports will be prepared on an as-needed basis or as part of the overall annual review.

Employee Education: We will provide investment education to and for the benefit of employees of your company. The parties agree that the education services offered under this Agreement are not intended to include personal investment advice and are limited to providing Investment Education or general information as described in DOL Interpretive Bulletin 96-1, 29 C.F.R Section 2510.3-21 or any successor DOL regulations describing the scope of non-fiduciary participant education.

4. Client's authority

(a) You represent and warrant that: (i) the execution, delivery and performance of this Agreement is authorized under the Plan, trust and/or other applicable governing documents and/or under applicable law; (ii) you are duly authorized and empowered to negotiate this Agreement, including fees, and to execute and deliver this

Agreement on the Plan's behalf; and (iii) any and all provisions in any such Plan, trust and/or other applicable governing document that (A) restrict, limit or otherwise prescribe the manner in which such Services may be rendered or the manner in which providers of such Services may be compensated; (B) relate to Plan investment objectives, policies or constraints or risk tolerance of the selection and retention of broker-dealers or investment advisers or managers (in the event the Services provided by us under this Agreement involve such matters); or (C) relate to your authority to enter into this Agreement (collectively, "Trust Documentation") have been fully disclosed in writing to us by you.

(b) In addition to making the general representations and warranties set forth above, you represent and warrant that (i) you (A) are a "named fiduciary" as defined in ERISA (if the Plan is subject to ERISA), and have the power and authority under the Plan to take all actions as are contemplated to be taken with respect to the assets of the Plan under this Agreement; (B) are knowledgeable with respect to administration and funding matters related to the Plan; (C) are able to make an informed decision regarding the Services to be provided under this Agreement; (D) have considered, in a prudent manner, the fees to be paid by the Plan in relationship to the level of Services to be provided; and (E) are not obligated, at its own expense, to provide to or procure for the Plan Services of the type provided under this Agreement, and you have no reason to believe that this Agreement will have the effect of relieving any other party of such an obligation; and (ii) the Services provided under this Agreement will be used for the exclusive benefit of the Plan and participants and beneficiaries in the Plan and will not inure to the benefit of any other party.

5. Client Representations and Warranties

In addition to the representations and warranties made elsewhere in this Agreement, you represent and warrant that:

(a) All information and documentation provided by you will be true and complete in all material respects as of the date provided, and you will inform us promptly and in writing, of (i) any material change in such information and documentation and (ii) any material change in your financial or other affairs that reasonably may be expected to be relevant to us in connection with providing Services under this Agreement.

(b) We may rely on any information provided by you in our performance of the Services herein and we are not responsible for determining the accuracy of such information.

(c) You will inform us promptly and in writing, of (i) any material change in the Trust Documentation; (ii) any event which might affect your continuing authority or the propriety of your continuing to be a party to this Agreement; and (iii) any discrepancies between your records and reports or statements (if any) sent to you under this Agreement.

(d) You will promptly provide us or will give written instructions to other parties (e.g., custodians, recordkeepers, investment managers) promptly to provide us such information and documentation as we may from time to time reasonably request in order to perform our duties and/or calculate our fees under this Agreement.

(e) You will treat as confidential all information furnished to you under this Agreement. In this regard, to the extent that any portion of the reports, statements or other information submitted to you under this Agreement contains material that is copyrighted, you shall observe the protection of such material as provided under applicable copyright laws.

(f) You satisfy either (a) or (b):

a. You are a "Retirement Investor" as defined in Prohibited Transaction Exemption 2016-01 and, if you do not or no longer satisfy such definition, you will notify us as soon as possible. To the extent that Prohibited Transaction Exemption 2016-01 is revoked, or not yet applicable, this provision 5(f) shall be inapplicable.
b. If you are not a "Retirement Investor" you represent that you have a total of at least $50,000,000 under your management or control and that you understand that, in recommending the Services to you we do not undertake to provide impartial advice regarding our hiring as we have an interest in your deciding to utilize our services. You represent that you have both the authority to enter into and the capability to evaluate the investment risks of entering into this Agreement. You also represent that you will inform us if you are no longer able to make any one or more of the representations in this Section 5 (f)(b).

6. WFA Representations and Warranties

In addition to the acknowledgments and agreements made elsewhere in this Agreement, we represent and warrant:

(a) We acknowledge that we are a "fiduciary" as defined in Section 3(21) of ERISA, including the associated duties and obligations imposed on a fiduciary under ERISA, when and only to the extent that the Services we provide under this Agreement are "investment advice," within the meaning of 29 CFR 2510.3-21, as interpreted by the Department of Labor ("Covered Recommendations"). We, however, expressly disclaim that we have any fiduciary duties or obligations with respect to the Plan other than for Covered Recommendations.

(b) We, in providing the Services hereunder, are not an "investment manager" as such terms are defined in Section 3(38) of ERISA. We will not have the power or authority to manage, acquire or dispose of any of the Plan's assets and any and all decisions made by Plan and its fiduciaries with respect to the selection of plan investment will be made after Plan's and fiduciaries' own independent consideration.

(c) To the extent Employee Education Services may be considered investment advice under the terms of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), the parties acknowledge and agree that (i) the Employee Education Service is intended to be "impersonal advisory services" as defined in Rule 204-3 promulgated under the Advisers Act, (ii) any oral presentations or written materials provided under the Employee Education Service will not be designed to meet the investment objectives or needs of the Plan(s) or any specific participant and (iii) any statistical information provided as part of the Employee Education Service will contain no expression of opinion as to the investment merits of any particular security.

(d) Our Services under this Agreement may include advice to invest in a collective investment fund or funds, including common and group trust funds, which consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Internal Revenue Code of 1986, including any such fund or funds presently in existence or hereafter established, and which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is the Trustee, Manager, or is otherwise a party in interest of the Plan, including Wells Fargo Bank, N.A. or an affiliate of Wells Fargo Bank, N.A. and for which Wells Fargo Bank or an affiliate receives compensation for such Services from a collective investment fund. The assets so invested shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments of group trusts as they may be amended from time to time are hereby incorporated and made a part of the governing Plan documents as if fully set forth therein. The combining of money and other assets of the Trust with money and other assets of other qualified trusts in such fund or funds is hereby specifically authorized by you. To the extent that you are not a "Retirement Investor" as defined under Prohibited Transaction Exemption 2016-01, we will not provide buy, sell, hold, or "watch" recommendations in connection with investments or managers that are affiliated with us, other than for collective investment funds as set forth herein.

(e) We represent and warrant that we are registered as an investment adviser under the Advisers Act and shall maintain such registration during the term of this Agreement.

(f) We will provide the Services selected in Section 1 (fully described in Section 3) hereto on a "non-discretionary basis" (i.e., our role will be to provide information to you or your agents, and we will not have authority to implement or cause you or your agents to act upon the information). You will maintain final decision making authority with respect to the Plan(s) and any investments made available to participants.

7. Reports

(a) In connection with performing certain Services described in Section 3, we and our representatives (including the representative responsible for managing your relationship (the "Financial Advisor")), may obtain and utilize information and data from a wide variety of public and private sources (including, without limitation: (i) financial publications that monitor market indices, industry research materials and other materials prepared by parties other than us and (ii) information and data concerning investment options obtained from both the vendors reviewed under this Agreement and/or from other third party vendors). We and our representatives will not utilize any such information or data if we have reason to believe it to be inaccurate. However, we will not independently verify, and cannot guarantee, such information and data, and make no representations or warranties with respect to any reports or statements prepared by us for you to the extent such reports or statements are based on such information or data or our analysis thereof.

(b) In recognition of our continuing desire to improve the reports and statements we may prepare for you under this Agreement, we may from time to time modify the format of and/or the types of information contained in such reports and statements without your prior approval.

8. Assignment

This Agreement may not be assigned by either party without the prior consent of the other. For purposes of the foregoing, the term "assignment" shall have the meaning given to that term in Section 202(a)(1) of the Advisers Act.

9. Terms and termination

(a) This Agreement shall be effective upon execution by both parties and shall remain in effect until terminated by either party by giving 30 day's prior written notice to the other; provided, however, that Client may terminate this Agreement within five business days of its signing without penalty.

(b) No termination of this Agreement shall affect the liabilities or obligations of the parties arising from or in connection with Services performed prior to such termination. Without limiting the generality of the foregoing, the provisions of Sections 9(b)-(c) and 10-12 of this Agreement shall survive any termination of this Agreement.

(c) Upon the termination of this Agreement, we will not be obligated to recommend any action to you.

10. Standard of Care

(a) We and our affiliates and our respective present and former directors, officers, employees and agents shall not be liable for: (i) any act done or omitted by any of us under this Agreement so long as such act or omission shall not have involved negligence, willful malfeasance or bad faith on our part, or reckless disregard of our obligations and duties under this Agreement or (ii) any misstatement or omission contained in information or documentation supplied to us by you or supplied to you or us by any investment manager retained by you.

(b) The service providers and investment options selected by you, if any, shall be solely responsible for any misstatements or omissions contained in information or documentation supplied to you or us by such service providers and investment options. While we will not supply any such information or documentation to you if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee the accuracy or completeness of such information or documentation.

(c) Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under the Advisers Act, ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon you certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action.

(d) If you are a "Retirement Investor" as defined in DOL Prohibited Transaction Exemption 2016-01, to the extent the exemption is applicable, we will adhere to the standards of conduct set forth in the exemption when providing you with Covered Recommendations. If you are not a "Retirement Investor", this exemption shall not be applicable to the Services provided to you under this Agreement, although any standards imposed by ERISA will continue to apply.

11. Applicable law

This Agreement shall be administered, construed and enforced in accordance with the laws of the State of New York without giving effect to the choice of law or conflict of law provisions thereof; provided, however, that nothing herein shall be construed in any manner inconsistent with the Advisers Act (or any rule, regulation or order of the SEC promulgated there under), ERISA (or any rule, regulation or order of the Department of Labor promulgated there under) or the investment advisory laws of any state (or any rule, regulation or order there under) whose investment advisory laws apply to the relationship created under this Agreement. All Services we provide for you shall be subject to the rules and regulations of all applicable federal, state and self-regulatory agencies or organizations including but not limited to the SEC and the Financial Industry Regulatory Authority, Inc. (FINRA). **12. Arbitration**

Arbitration Disclosures:

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the Parties agree as follows:

SAMPLE

- **All of the Parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.**
- **Arbitration awards are generally final and binding; a Party's ability to reverse or modify an arbitration award is very limited.**
- **The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- **The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

With respect to controversies or disputes which may arise between you and us, under this Agreement concerning matters involving alleged violations of the Advisers Act or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

Arbitration Provision:

It is agreed that all controversies or disputes which may arise between you and us (including our affiliates), concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration.

13. Notices

All notices or other communications required to be given hereunder in writing by one party to the other shall be sent (a) if to us, to such address or to such facsimile number as we may designate from time to time to you and (b) if to you, to such address as you may designate from time to time in written notification to us. Any such notice or communication shall be deemed to have been given upon the earlier of receipt or five days after being sent.

14. Miscellaneous

(a) We reserve the right to refuse to accept or renew this Agreement in our sole discretion and for any reason. For purposes of referring to this Agreement, the effective date of this Agreement shall be the date of acceptance.

(b) This Agreement represents the entire agreement between the parties with respect to the matters described herein.

(c) This Agreement may be amended only by a written agreement signed by each of the parties, except that we may amend this Agreement subject to reasonable prior written notice to you, in which case your continued acceptance of Services thereafter shall be deemed to constitute your consent to such modification.

(d) This Agreement shall be binding on your successors, administrators, committee and/or conservators.

(e) The overall cost associated with your relationship with us (and the compensation we receive) vary depending on several factors, including the type and frequency of the Services selected in Section 1.

(f) Certain fees (including fees under this Agreement) may be negotiated with your Financial Advisor based upon these and other subjective factors, as well as our point-in-time. As a result, certain clients may be paying lower fees for their Plan than those that apply to your Plan.

(g) If you want to change the Services we make available to you, have any concerns regarding the level of fees your Plan pays or have any concerns regarding our compensation, please contact us.

(h) All paragraph headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement.

(i) In the event the terms of this Agreement conflict with the terms of any other agreement you have executed with us, the terms of this Agreement will govern with respect to the implementation of the Services under this Agreement.

(j) As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine and feminine, and vice versa.

(k) If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of a tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

(l) We will not provide advice regarding plan administration.

(m) You have received, read, and understand this Agreement and our Investment Advisory Disclosure Document.

(n) Notwithstanding any other provision of this Agreement, we shall not be obligated to provide any Services under this Agreement with or for the Plan if, in our reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency or self-regulatory organization, or (ii) be inconsistent with any internal policy maintained by us from time to time relating to business conduct with our clients.

(o) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

15. Signatures

All authorized individuals must sign with title designations.

The undersigned acknowledges that Section 12 on page 5 of this Agreement contains a pre-dispute arbitration clause and acknowledges receipt of a copy of this Agreement containing a pre-dispute arbitration clause.

Plan Name	
Name of person(s) signing	
Signature ***X***	Date

DRAFT

Signature X	Date

Investment and Insurance Products:

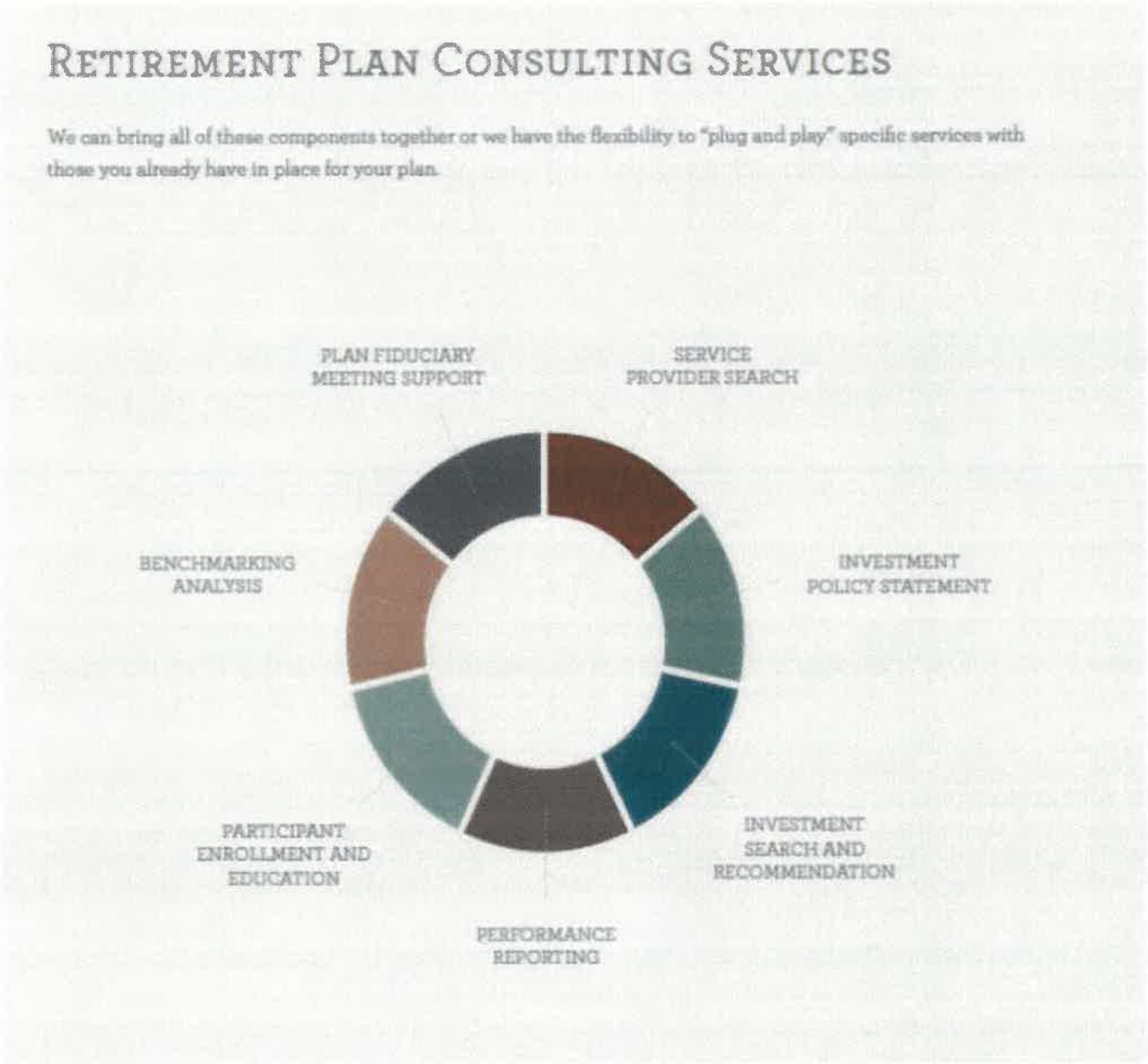
Not Insured by FDIC or any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

2. SUITABILITY AND QUALITY OF THE APPROACH/METHODOLOGY

2.1 Project Methodology

I understand that successful retirement plans don't just happen. A successful plan can help the Village of Orland Park achieve the goals of this benefit as well as the plan participants. To develop and manage a successful retirement plan, the following services are provided:



Comprehensive Retirement Plan Solutions

We can help you navigate the complexities of choosing and implementing 457(b) enhancements. Our approach to providing retirement solutions is based on these core tenets:

1. Plan Design Analysis
   I conduct a comprehensive analysis of your needs and objectives before recommending specific solutions. This includes listening to understand what services are important to you in a retirement plan and uncover any areas of concern that you would like to have addressed.

2. Service Provider Evaluation
   Based on your goals and objectives, I will identify plan solutions that align with your goals and identify service providers that are able to provide the level of support you desire. We are platform agnostic and have the capability to work with your existing providers as well.

3. Team-Based Approach
   I work closely with the conversion team of the new provider to scrutinize all details of the transition. After the conversion, I continue to work with the new provider ensuring your plan receives high quality service with quick response times and all available improvements are delivered. I intercede on any employee or payroll issues to allow you to concentrate on other responsibilities.

4. Ongoing Service and Support
   I serve as a Co-Fiduciary to the plan, monitoring service, fees, investment performance, employee education and communication to keep your plan up to date and competitively priced. As the assets grow, I negotiate fees on your behalf. I alert you to any legislative changes or investments that fail to meet the criteria of the Investment Policy. I work with the provider to increase participation and retirement readiness for the participants.

Investment Options Designed Around You

When you work with us, we provide you with an investment platform that offers the opportunity for objective investment recommendations from a large universe of investment options. We have the ability to act as a 3(21) fiduciary for your plan and help you review a wide range of investment opportunities and recommendations. This includes recommending money managers whose investment approach aligns with your plan goals and risk tolerance, as well as ongoing performance reporting.

Our structure allows you to maintain discretionary control and final decision-making authority for your plan and investments made available to participants. You'll always know which investments are held in your plan and the fees associated with them.

We also recognize the importance of adaptability as the retirement plan and benefits industry evolves, as well as the need to stay on top of constantly changing regulations.

Action Steps

- Identify primary needs of the Village of Orland Park
- Benchmark reasonable plan fees for a plan of this size and type
- Request proposals from multiple qualified recordkeepers using an open architecture platform
- Narrow down the list of recordkeepers based on cost, service, security, and investments
- Prepare a comparison of the recordkeeper offerings including:

  Stable Value Investment options
  Enrollment Support
  Recordkeeping and Administration costs
  Data security
  Response time
  Plan administration support
  Participant experience
  Employee education

- Offer Group Employee Meetings to explain the enhancements
- Notify the existing providers and authorize them to work with the new provider
- Work closely with the conversion team at the selected provider on all details
- Update the Plan documents and adoption agreement
- Create the Investment Policy Statement
- Perform an Investment Search and Recommendation for the fund lineup
- Document decision process in the Fiduciary Audit File

Investment Policy Statement

We can support your investment selection and monitoring responsibility by creating, formalizing and documenting your prudent fiduciary processes related to your Investment Policy Statement.

Ideally, every retirement plan should have an Investment Policy Statement to document and guide the investment decision-making and monitoring process for the plan. The key goal for an investment policy statement is to create an easy-to-use roadmap for selecting and monitoring investment options. It does not need to pinpoint specific details since to do so would create a very narrow band to operate within. Instead, the statement should provide general guidelines to remove the risk of individual preferences taking over, rash or short-sighted reactions, or random decision-making. Although an Investment Policy Statement is not required by regulations, it is often the first item requested in the event of an audit.

Implementing an Investment Policy Statement should:

Provide the Village with legal protection and limit the Village's liability in the event of a lawsuit.
Demonstrate the plan fiduciaries have carried out their responsibilities.
Avoid unnecessary differences of opinion and the resulting conflicts.
Minimize the possibility of missteps due to lack of clear guidelines.
Establish a reasoned basis for due diligence on investments.
Create and communicate reasonable and clear expectations for the Investment Committee.
Help the Village of Orland Park manage its fiduciary liability and simplify the audit process.

Service Provider Search

Every plan sponsor has a fiduciary responsibility to periodically conduct a service provider search. The search we will conduct will compare fees, investment options, and services to identify an optimal fit for the Village of Orland Park's 457(b) Deferred Compensation Plan.

All possible providers are requested to submit quotes for the plan, based on total plan assets, participant count and various details of the plan needs and investments. Only open architecture platforms with no proprietary funds are requested to allow for top performing, low cost fund options. Particular needs such as recordkeeping outside assets (life insurance) and Stable Value crediting rates are taken into consideration. Transparent fees with zero revenue sharing funds are desired. Dedicated relationship managers are requested to provide the highest quality of service. Fees and services are then negotiated to source the most competitive fees for the Village participants.

Investment Search and Recommendation

We will assist you with detailed investment analysis to aid you with plan investment selection and fund recommendations. In addition, we provide investment recommendations for consideration that are compatible with your plan's objectives, policies and risk tolerances.

We will coordinate with the Village to review current investment options and offer recommendations for investment replacements or alternatives. We will work with the Village to navigate and create a fund lineup for the plan including a default option, a family of Target Date funds, risk funds and investments within all asset classes including specialty funds.

Our Manager Research Team's key resource is intellectual capital. The team's analysts have over 100 years of aggregate experience in manager selection and asset class allocation. If appropriate, a rigorous, multistage process is applied by the investment manager research team to identify those with highly specialized expertise for each manager strategies.

Performance Reporting

We will assist your plan fiduciaries with ongoing evaluation of your plan's investment options and the performance of its portfolio's various time periods. This includes delivering reports that outline results and assist with the evaluations of funds, as well as comparing various aspects of performance identified in the Investment Policy Statement.

The information in each quarterly report may include market commentary, plan asset allocation summary, risk and return analysis, investment cost analysis and investment research. We will alert the Village of any funds failing to meet the investment criteria of the plan.

Participant Enrollment and Education

Wells Fargo Advisors offers a wide range of resources to enable plan participants to maximize the benefits of their retirement plan. We create an education policy and will help you implement turnkey enrollment options in coordination with your plan's recordkeeper and ongoing, fully customized educational programs for plan participants to assist them in making informed savings and investment decisions. Education provided by the recordkeeper is monitored to meet the needs of plan participants. Targeted communication, webinars, group and individual on-site meetings are provided.

Benchmarking Analysis

We provide Plan Benchmarking reports from Fiduciary Benchmarks (FBi), one of the top leaders providing plan benchmarking support. FBi benchmarks tens of thousands of plans each year and their method ensures quality, service, and value are always considered when evaluating a service provider's fees. The reports identify and compare specific plan elements, such as plan features, investment-related information, participant behaviors, and plan oversight, as well as plan related fees with other plans of similar size or demographics to ensure fee reasonableness from all service providers.

Fiduciary Benchmarks is an independent, third-party data provider. All data is obtained directly from recordkeepers, TPAs and Advisor/Consultants to ensure accuracy. All data is less than 90 days old when received by Fiduciary Benchmarks and generally less than 12 months old when presented in a report. All data is subject to a rigorous review and is standardized to ensure accuracy, consistency, and fair comparisons. Benchmark groups of similar plans are custom built to ensure apples-to-apples comparisons for each service provider including the Advisor/Consultant. Every report includes fees, quality, services, value and participant success measures for each service provider to make sure that fees and value are always considered together. Reviewing a Fiduciary Benchmarks report is procedurally prudent and helps meet fiduciary responsibilities of ensuring fees are reasonable.

Our fee benchmarking analysis seeks to assist you with maintaining your plan compliance with 408(b)(2) disclosure regulations, and we assess the reasonableness of plan service providers' costs relative to the services received. This analysis also provides us with a baseline fee structure to compare with fee quotes we receive from competing providers during a Request for Proposal process.

Fiduciary Benchmarks reports are designed to be simple, transparent and practical. The reports provide concise information and actionable intelligence that support sensible decision making.

Plan Fiduciary Meeting Support

Wells Fargo Advisors has a robust suite of resources to help educate plan sponsors and committee members of their fiduciary responsibilities.

We provide general summary reports and statistical updates about your retirement plan for Plan Fiduciary meetings. These may include participation and demographic reports, a review of goals and results of the education policy statement, updates on participant meetings, regulatory updates and market updates.

2.2 Security

Wells Fargo & Company considers protection of personal data and adherence to data protection and privacy laws and regulations to be fundamental principles of doing business, and considers management of the associated risks to be a critical responsibility for our businesses. Wells Fargo has an Information Security Risk Management Oversight team within our Corporate Risk division which is responsible for evaluating the current regulatory and risk environment to identify policy and standard needs. Wells Fargo Information Security organization is responsible for protecting Wells Fargo systems, networks, and customer data through the design, execution, and oversight of the Information Security Program. While much of the information detailing our procedures is confidential, the Information Security Program conforms to regulatory and industry standards and practices. The Wells Fargo Board of Directors annually approves the IS Program and is routinely informed of the ongoing status of the program.

Wells Fargo's Cyber Threat Management ("CTM") team supports the Information Security Program's threat and vulnerability management, intrusion detection policies, and best practices. This team analyzes and assesses the internal and external threat landscape. CTM is responsible for leading enterprise-wide efforts to reduce our exposure to cyberattacks through 24/7/365 monitoring of several key information security control areas, including:

- Management of security patches and security configurations
- Condition and activity monitoring
- Threat and vulnerability management
- Patch management processes

CTM uses various evaluation tools to periodically measure how well our cybersecurity risk management practices are integrated into our overall risk management practices.

Effective data protection management reduces the risk to Wells Fargo from incidents related to information theft, loss, or disclosure. Hard drive encryption is required by policy and implemented on all laptops. Email encryption is implemented and required by policy for all sensitive data.

3. MILESTONES AND DELIVERABLES

Sample timeframe:

Monday, March 1, 2021 – Benchmark plan fees and identify all fees in current plans.
Begin provider search by requesting proposals from qualified plan providers for an open architecture platform consolidating four providers with no restrictions on the fixed or stable value account

Monday, March 15, 2021 – Compare proposals to identify top two or three
Notify the selected providers that they have been chosen to present to the Selection Committee.

Monday, April 5, 2021 – Schedule one hour presentations by Zoom for each of the top bids.

Monday, April 12, 2021 – Selected provider will furnish a contract to the Village of Orland Park.

Tuesday, April 13, 2021 – Existing providers will be notified of the upcoming consolidation and authorized to work with the new provider for a smooth transition.

Tuesday, April 20, 2021 – Existing providers will confirm receipt of notification and provide the date for the release of assets and wire to the new provider.

Wednesday, April 21, 2021 – The furthest date acceptable will be used for all providers so that all employee accounts transfer at the same time.

4/21/2021 – 7/30/2021 – New custom website is created
Files are transferred from existing providers to the new provider
Investment Policy Statement is created
Investment Search and recommendation is performed
Fund lineup for all asset classes is created
Education Policy Statement is created
Investment mapping schedule is created
Payroll training is provided
Employee group meetings are held
New plan document and adoption agreement are created
Custom enrollment guide is created
All plan details are carefully scrutinized for a seamless conversion.

Monday, June 28, 2021 – Participant notices are sent.

Wednesday, July 28, 2021 – Existing plans go into blackout.

Monday, August 2, 2021 – Assets are wired to the new provider and mapped to similar investments.
Payroll contributions are sent to the new provider, plan details are audited.

Wednesday, August 4, 2021 – Blackout is lifted and new website is available.

August 9 – 12, 2021 – Employee enrollment meetings are held.

3.2 Quality Assurance

OUR COMMITMENT

Wells Fargo Advisors believes people and process drive performance. By offering distinctive advantages – such as identifying investment opportunities and managers positioned to consistently achieve returns in excess of stated benchmarks, ongoing monitoring and risk mitigation – we will focus on helping plan sponsors achieve their stated objectives.

COORDINATING AMONG ALL SERVICE PROVIDERS

SMOOTHLY OPERATED PLAN

EFFECTIVE COMMUNICATIONS

DOCUMENTED FIDUCIARY FILE

ONGOING SUPPORT

3.3 Costs for Services

An asset charge of .12% will be assessed against all plan assets effective with the conversion to the new provider for Advisor/Consulting services. No fee is charged during the conversion process. The asset charge begins with the consolidation to the new provider, approximately August, 2021.

No fees are charged to the Village of Orland Park. Fees are paid by participants pro rata on a quarterly basis and will appear on their statements to be as transparent as possible.

Advisor/Consultant fee includes:
Acting as a 3(21) Co-Fiduciary to the plan
Performing the Provider Search
Performing the Investment Search and Recommendation
Creating the Investment Policy Statement
Quarterly Monitoring of the investments
Fiduciary Meeting Support
Creating the Education Policy Statement
Overseeing the Employee Education
Benchmarking all plan fees on an annual basis

Advisor/Consultant fee is benchmarked annually and reduced if not within the reasonable range for services. As the assets grow, lower fees are deserved. The provider fees are also benchmarked annually and will be negotiated on your behalf if not within the reasonable range for the plan size. Your plan will always be competitively priced and improved if new options become available.

4. OUTCOMES TO BE ACHIEVED

4.1 Outcomes

- Reduction in fees for the participants allowing them to keep more money in their accounts
- Reduction in liability for the Village of Orland Park with best practices performed
- Increase in employee participation and satisfaction due to provider's tools and efforts
- Increase in performance from fund lineup of non-proprietary funds
- Outsourcing of administration to free up Village staff
- Consolidation to one provider easing payroll administration
- All participants in the Village of Orland Park plan receiving the same level of service and fees
- Increase in participant retirement readiness

Selection and Monitoring of Service Providers

The selection and monitoring of service providers must be approached with a careful, deliberate process that can be documented. Periodic plan benchmarking against a universe of similar plans can identify any strengths and weaknesses of the Plan. If needed, a Request for Proposal will be created to solicit responses from a universe of providers based on the services needed by the plan. After the proposals have been received, the Committee will evaluate the relative advantages and disadvantages of each provider's services and fees. The objective is to identify service providers who will best serve the needs of the plan at the most reasonable price; decisions will not be based on cost considerations alone.

Benchmarks

Performance benchmarks will be established for each investment. Manager performance will be evaluated in terms of an appropriate market index (e.g. the S&P 500 stock index for large cap domestic equity manager) and the relevant peer group (e.g. the large cap growth mutual fund universe for large cap growth mutual fund).

Watch List Criteria

The decision to retain or terminate an investment option cannot be made by a formula. It is the Investment Committee's confidence in an investment option's ability to perform in the future that ultimately determines the retention of an investment option.

To assist the Investment Committee in determining when an investment option should be considered for termination, a due diligence criteria is established. The advisor/consultant shall be responsible for assisting in the recommendation of appropriate watch list criteria and in providing the periodic performance reports which will summarize the Watch List Criteria for each investment option.

4.2 Performance Target

To reach our goals for the Village of Orland Park 457(b) plan we perform:
Annual benchmarking of all plan fees and services to ensure reasonable costs.
Search for lowest cost share class of each fund offered
Quarterly monitoring of investment funds with Village alerted of any fund failing Investment Policy criteria
Monitoring of employee education and participation

The goal is to provide a competitively priced plan with low cost, top tier investment funds that are monitored quarterly to ensure high quality investment choices. To choose a leading provider that offers a high quality website, mobile application, security guarantee, a response time guarantee and open architecture so we are not required to use any proprietary investment and can offer investments that have been screened for cost, risk, return, comparison to their benchmarks and peers.

Wells Fargo Advisors leverages Fi360 for their investment resources, the Fi360's Fiduciary Focus Toolkit. Fi360's Fiduciary Focus toolkit is designed to provide efficiencies for retirement plan clients by implementing a prudent investment process. Fi360 software provides a transparent and objective investment rating system used to evaluate many investment vehicles for your retirement plan. Fi360's Fiduciary Score is an easy-to-use and easy-to-understand method for objectively comparing peer investments and determining their overall appropriateness. It's a solution for due diligence that helps plan sponsors demonstrate a prudent investment selection and monitoring process.

The Fiduciary Score – How it's calculated

The Fi360 Fiduciary Score® is a peer percentile ranking of an investment against a set of quantitative due diligence criteria selected to reflect prudent fiduciary management for reaching an investment decision. The Fi360 Fiduciary Score® is calculated on a monthly basis for investments with at least a three-year history. Each investment is evaluated against a set of factors and thresholds, then allotted penalty points. The penalty points are totaled and compared to all other investments within the peer group. Investments with 0 penalty points are automatically given a Fi360 Fiduciary Score of 0. Every other investment is then given a score of 1 -100, representing their percent ranking based on it placement in the distribution of their peer group. Criteria measures include:

- Regulatory oversight
- Minimum track record
- Stability of organization
- Assets in investment
- Composition consistent with asset class
- Style consistency
- Expense ratios
- Risk-adjusted performance
- Relative performance

An additional goal is to protect the Village of Orland Park and the Committee by using best practices, monitoring fees and investments and documenting decisions and actions in the Fiduciary Audit File. Lastly, the goal is to eliminate as much from the plate of the Village of Orland Park's administration by outsourcing services and providing an efficient plan.

5. INSURANCE

Wells Fargo Advisors currently maintains various insurance coverages that are appropriate for an institution of its size and financial strength. Current coverage includes but is not limited to Financial Institutions Bond, Professional Liability (Errors & Omissions) Insurance and Security, Privacy and MulitMedia Liability Insurance.

- **Coverage:** Professional Liability (Errors & Omissions)

Limits: $100,000,000 per claim
Insurer: National Union Fire Insurance Company

- **Coverage:** Financial Institutions Bond

Limits: $100,000,000 per claim
Insurer: National Union Fire Insurance Company

- **Coverage:** Security, Privacy and MultiMedia Liability

Limits: $25,000,000 per claim
Insurer: Old Republic Insurance Company, AIG Specialty Insurance Company, Federal Insurance Company

If proof of insurance is required, an Evidence of Insurance document can be provided.