



# City of Grand Island

Tuesday, January 12, 2016

Council Session

## Item I-2

**#2016-13 - Consideration of Approving Agreement with Union Bank & Trust Company for Police Pension Plan**

Staff Contact: William Clingman, Assistant Finance Director

# **Council Agenda Memo**

**From:** William Clingman, Assistant Finance Director

**Meeting:** January 12, 2016

**Subject:** Consideration of Approving Agreement with Union Bank & Trust Company for Police Pension Plan

**Presenter(s):** William Clingman, Assistant Finance Director

## **Background**

On January 27, 2015 the City Council approved resolution 2015-28 which provided a one-time authorization to the Police and Fire Pension committees to issue Requests for Proposals (RFP) for the management of the Police and Fire Pension Plans. The RFP was advertised on June 2, 2015 and closed at 4 PM on June 24, 2015. In total nine proposals were received and four companies were selected for in person presentations with the Police and Fire committees.

## **Discussion**

On November 10, 2015 the Police and Fire Pension committees met to decide on which vendor each group would like to move forward with. A vote was taken and the unanimous recommendation of the combined committees for both plans is Union Bank & Trust Company.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Resolution as presented.
2. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the contract with Union Bank & Trust Company.

## **Sample Motion**

Move to approve the contract with Union Bank & Trust Company.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ADMINISTRATIVE SERVICES FOR POLICE & FIRE RETIREMENT PLANS**

**RFP DUE DATE:** June 24, 2015 at 4:00 p.m.  
**DEPARTMENT:** Human Resources  
**PUBLICATION DATE:** June 2, 2015  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Wells Fargo Institutional Retirement & Trust**  
Minneapolis, MN

**MassMutual Financial Group**  
Springfield, MA

**ICMA Retirement Corporation**  
Washington, DC

**Union Bank & Trust Company**  
Lincoln, NE

**Lincoln Financial Group**  
Fort Wayne, IN

**Voya Financial, Inc.**  
Windsor, CT

**Smith Hayes**  
Lincoln, NE

**Nationwide**  
Columbus, OH

**Ameritas**  
Lincoln, NE

cc: Aaron Schmid, Human Resources Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Tami Herald, AHR Risk Mgt./Benefits Coor.  
William Clingman, Interim Finance Director

**P1820**

**DEFINED CONTRIBUTION PLAN SERVICES AGREEMENT**

**Governmental Qualified Plan**

**THIS AGREEMENT** is made and entered into by and between Union Bank and Trust Company ("Union Bank"), and City of Grand Island, Nebraska (the "Sponsor"), the sponsor and Plan Administrator of the City of Grand Island, Nebraska Police Officers' Pension Plan (the "Plan").

*WITNESSETH*

**WHEREAS**, Sponsor has established the Plan for the benefit of certain eligible employees of Sponsor and, if applicable, certain eligible employees of other employers which have adopted the Plan;

**WHEREAS**, Sponsor is the Administrator ("Plan Administrator") of the Plan and, as Plan Administrator, Sponsor has the authority, power and duty to administer the Plan according to its terms;

**WHEREAS**, Union Bank provides certain services with regard to employee retirement plans;

**WHEREAS**, Sponsor has the authority and desires to retain Union Bank to provide certain services for the Plan; and

**WHEREAS**, Union Bank is willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Sponsor and/or Plan Administrator.

The parties further agree that except as may be specifically provided in Section 1 of this Agreement, this Agreement, including any Exhibit hereto, shall not require Union Bank to (i) act as a fiduciary to the Plan; (ii) provide investment advice for a fee; (iii) exercise any discretionary authority or control with respect to the management of the Plan or Plan Assets (as that term is defined in Section 1.4); or (iv) exercise or have any discretionary authority or responsibility in the administration of the Plan. Union Bank does not, and shall not, provide tax or legal advice and the Plan Sponsor must obtain its own legal and tax counsel for the Plan and its design, operation and administration.

**1. TRUSTEE AND INVESTMENT-RELATED SERVICES**

1.1 Safekeeping of Assets. Unless otherwise agreed upon by the parties, Union Bank shall safekeep all Plan Assets, execute buy, sell and reinvestment transactions, collect and report dividend and interest payments, and act in accordance with the trust or custodial agreement maintained in connection with the Plan. The term "Trust" as used herein shall mean the funding medium established in connection with the Plan, and the term "Trust Agreement" as used herein shall mean the trust or custodial agreement maintained in connection with the Plan. To the extent this Agreement conflicts with any term of the Trust Agreement, the terms of the Trust Agreement shall control.

1.2 Reporting. Union Bank shall prepare periodic asset statements, describing all asset positions of the Trust as of the period ending date ("Reporting Period") and listing all transactions that have occurred during such Reporting Period. In the case of any Plan Asset not publicly traded, Sponsor (or other responsible fiduciary) shall provide to Union Bank the value of such Plan Asset, and Union Bank shall rely upon such value and shall have no responsibility to determine or confirm the accuracy of such value to the extent consistent with applicable law.

1.3 Contributions Processing. Within an administratively feasible period of time after Sponsor forwards contributions to the Trust, Union Bank shall invest such contributions (and earnings thereon) in accordance with proper investment directions.

1.4 Fiduciary Status of Union Bank. To the extent Union Bank is acting as Trustee with respect to any assets held in Trust in connection with the Plan ("Plan Assets"), Union Bank shall be a fiduciary of the Plan and shall have fiduciary responsibility for the duties assigned to it as Trustee in accordance with applicable law.

1.5 Investment Authority. Unless Union Bank agrees to the contrary in a separate writing, Union Bank shall have no investment management authority with respect to any Plan Assets and shall not render investment advice to any person in connection with the selection of investment options for the Plan Assets.

1.6 Selection of Plan Investments. This Section 1.6 shall apply only if under the terms of the Plan, participants, beneficiaries, and any other persons ("Participants") are entitled to direct the investment of all or a portion of their Plan benefits (a "Participant-Directed Plan").

Check one or more of the following:

Sponsor Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor agrees that to the extent the Plan is a Participant-Directed Plan, then Sponsor (or other person designated in writing by Sponsor) shall be responsible for selecting and monitoring the designated investment alternatives ("DIA") made available to Participants under the portion of the Plan that is a Participant-Directed Plan. DIAs selected by the Sponsor (or other authorized person) shall be permissible investments as described in Section 1.8. Sponsor acknowledges that Union Bank may from time to time recommend that Sponsor review the appropriateness of one or more such DIAs and that upon Sponsor's request, Union Bank will provide information to Sponsor in connection with such DIAs, including performance data, benchmark information, and fee and expense information; provided, however, if Union Bank makes any such recommendations, Sponsor acknowledges that said recommendations will be based on the appropriateness of such investment options for retirement plans in general, and shall not be interpreted as being made specifically for the Plan. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's DIAs.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty set forth in the preceding paragraph with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

Union Bank Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment manager for the limited purpose of selecting and monitoring the Plan's DIAs, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall be responsible for selecting and monitoring the DIAs made available to Participants under the portion of the Plan that is a Participant-Directed Plan. The parties shall enter into an Investment Management Agreement under which Union Bank will be responsible for selecting and monitoring the Plan's DIAs.

Union Bank and Sponsor shall meet at least once during each calendar year (or more frequently as agreed upon by Union Bank and the Sponsor) to review the actions taken by Union Bank pursuant to its duty to select and monitor the Plan's DIAs.

In assuming responsibility for selecting and monitoring the Plan's DIAs, Union Bank represents and agrees that it is: (a) a fiduciary within the meaning of applicable law; and (b) is a bank within the meaning of the Investment Advisers Act of 1940.

Union Bank Provides Plan-Level Investment Advice and Sponsor Remains Responsible for Selecting/Monitoring Designated Investment Alternatives. Sponsor hereby appoints Union Bank to act as investment adviser, and Union Bank hereby accepts such appointment. In this capacity, Union Bank shall provide non-discretionary investment advice regarding the Plan's DIAs to be made available to participants under the portion of the Plan that is a Participant-Directed Plan. Although Union Bank will act as an investment advisor, Sponsor (or other person designated in writing by Sponsor) shall retain responsibility for selecting and

monitoring the Plan's DIAs. Changes in the Plan's DIAs shall be made in accordance with Exhibit D of this Agreement. Compliance with the procedures set forth in Exhibit D shall be deemed to satisfy any Plan provisions relating to Sponsor's obligation to select and monitor the DIAs available under the Plan and such written correspondence shall constitute written direction from Sponsor to Union Bank to make such changes in the Plan's investment options.

Sponsor acknowledges that Union Bank offers investment selection and monitoring services for an additional fee that would relieve Sponsor from the fiduciary duty with respect to selecting and monitoring the Plan's DIAs, but that Sponsor has declined to engage Union Bank to provide such services.

- Sponsor Permits Self-Directed Brokerage Accounts. In permitting Participants to establish self-directed brokerage accounts ("SDBA") under the Plan, Sponsor shall adopt a written policy establishing SDBAs, documenting the terms of which are incorporated herein by reference. Sponsor shall require each Participant establishing an SDBA to execute an agreement in connection with establishing such SDBA. Sponsor hereby further: (a) agrees that unless Union Bank agrees otherwise, the investments in a Participant's SDBA shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are obtainable by Union Bank and which Union Bank is capable of holding in the ordinary course of business, which trade on a recognized exchange or over-the-counter market, and have a readily ascertainable fair market value on a daily basis; (b) acknowledges it has sole responsibility to ensure such SDBA is made available to Participants on a nondiscriminatory basis; (c) directs Union Bank to execute any documents necessary or appropriate to establish an SDBA for the benefit of a Participant; (d) and specifically holds Union Bank harmless and indemnifies Union Bank for any action taken or not taken by the Participant (or the service provider with whom Participant's SDBA is established) in the case that such Participant's SDBA is established with a third-party other than Union Bank.

1.7 Investment Policy Statement. To the extent Union Bank is a discretionary trustee of the Plan (or Union Bank has agreed to act as a fiduciary under applicable law and the Plan is a Participant-Directed Plan), Union Bank will be responsible for creating and maintaining an investment policy statement for the Plan. To the extent the Plan is a Participant-Directed Plan, and Sponsor is responsible for selecting and monitoring the Plan's DIAs, Union Bank will provide a draft investment policy statement for Sponsor's review and approval; provided, however, it shall be the sole responsibility of Sponsor: (a) to determine whether to adopt such investment policy statement; and (b) if adopted, to comply with such investment policy statement.

1.8 Permitted Investments. Unless Union Bank agrees otherwise, Plan Assets in a Participant-Directed Plan shall be limited to publicly-traded securities, mutual funds, money market investments, and other similar publicly-traded investments that are traded on a recognized exchange or over-the-counter market and have a readily ascertainable fair market value on a daily basis ("Publicly-Traded Plan Assets"); provided, however, if Union Bank agrees to act as trustee or custodian of any Plan Assets that are not Publicly-Traded Plan Assets, then Sponsor (or its designee) shall be responsible, at its expense, for obtaining the fair market value of such Plan Assets and provide such valuation to Union Bank. For all investments in mutual funds, Union Bank shall pass through any voting rights to the Participants whose Plan accounts are invested in such mutual funds.

1.9 Prohibited Investments. Unless Union Bank agrees in a separate written document, the following investments will not be permitted in a Participant-Directed Plan: (a) any investment that, in Union Bank's sole discretion, would constitute or may result in a non-exempt prohibited transaction under applicable law; (b) derivatives, options, commodities, swaps, or similar investments; (c) collectibles (as defined in Code Section 408(m)(2)); (d) non-publicly traded securities; (e) employer securities; (f) any investment prohibited by applicable law; (g) any investment that could cause the Plan or Trust to be subject to income taxes; (h) assets that are not capable of valuation; or (i) any investment prohibited under the terms of the Plan.

1.10 Investment Advice to Plan Participants. Sponsor may make investment advice available to Plan Participants in a Participant-Directed Plan in accordance with Exhibit F. Sponsor acknowledges that any Plan Participant who wants to receive investment advice must enter into a participant agreement with the investment advisor, if required, and that Sponsor further acknowledges it has reviewed and approved such participant agreement.

## 2. OTHER SERVICES TO BE PERFORMED BY UNION BANK

2.1 Union Bank's Responsibilities. Union Bank, as directed by Sponsor, shall perform the recordkeeping, compliance, education, reporting and disclosure, and additional administrative services as set forth in Exhibit A. Exhibit A shall control and govern all recordkeeping, compliance, education, reporting and disclosure, and additional administrative

services to be performed by Union Bank as an agent for the Plan Administrator. Any other services and all legal and regulatory matters for the Plan are the responsibility of Sponsor. Sponsor acknowledges that Union Bank is engaged to perform such services under this Section 2 as an independent contractor and that all such services shall be ministerial in nature and that Union Bank shall have no discretionary authority to administer or interpret the provisions of the Plan and any such service performed by Union Bank pursuant to this Section 2 shall be deemed to be made at Sponsor's direction. Union Bank shall not be deemed a fiduciary of the Plan by reason of the services it provides pursuant to this Section 2.

2.2 EPCRS. In the event of an "Operational Failure" under the Plan as defined in the IRS Employee Plans Compliance Resolution System ("EPCRS"), Union Bank shall assist Sponsor and the Plan Administrator to resolve such Operational Failure, at the Sponsor's cost and expense, under the IRS Self-Correction Program, as defined in EPCRS, unless Sponsor determines such Operational Failure cannot be resolved under such Self-Correction Program and notifies Union Bank in writing of such determination.

2.3 Agent of Sponsor. In performing the services set forth in this Section 2, Union Bank shall act as an agent of Sponsor. Sponsor acknowledges that Union Bank is not by reason of this Section 2, providing the services of any attorneys, actuaries, accountants, investment advisors or analysts for Sponsor or the Plan, nor does Union Bank provide legal advice or tax advice by reason of its services under this Agreement.

2.4 Additional Duties. Sponsor and Union Bank may agree from time to time in writing to additional services to be performed by Union Bank in connection with the Plan.

### 3. SPONSOR'S RESPONSIBILITIES

3.1 Provision of Necessary Information by Sponsor. Sponsor shall provide Union Bank with complete and accurate records of the Plan Participants as of the effective date of this Agreement and throughout the term of this Agreement that are necessary or appropriate for Union Bank to perform its services under this Agreement. Sponsor shall further provide Union Bank with records relating to any change that affects the recordkeeping and administration for the Plan. Sponsor shall provide to Union Bank all materials, documents and information, including the current documents comprising the Plan, as may be necessary or appropriate to service the Plan or to satisfy the requirements of governing law unless otherwise provided in this Agreement. All information provided to Union Bank by Sponsor or its designee shall be true and accurate, and in a usable format, and Union Bank shall be entitled to rely on the accuracy and completeness of such information and shall have no duty to verify, inquire further or investigate the accuracy of such information or any other information required by Union Bank to carry out the services provided for under this Agreement. Sponsor acknowledges that timely receipt of necessary records and information is a condition to the performance of Union Bank's duties and services under this Agreement. Union Bank shall not be liable for any delay, loss or failure in the performance of its duties resulting from any inaccurate or untimely information furnished to Union Bank by Sponsor or any other party. Sponsor, at its own expense, hereby authorizes Union Bank to take any action necessary or appropriate to correct any errors directly or indirectly resulting from Union Bank's reliance on any inaccurate information furnished to Union Bank by Sponsor or any other party.

3.2 Ongoing Information to be Provided by Sponsor. To the extent required to provide services to the Plan, Sponsor will provide or verify to Union Bank a listing for each plan year showing Participants and the contributions made to the Plan on behalf of each Participant for each plan year, the hire, rehire, and termination of employment dates for all of Sponsor's employees for each plan year, the number of hours of service for all of Sponsor's employees for each plan year and applicable eligibility computation and vesting computation periods, and any other information necessary or appropriate for Union Bank to perform its services under this Agreement. Unless applicable law provides otherwise, Sponsor is solely responsible for collecting, remitting and administering all contributions to the Plan (and loan payments, when applicable) and the timely deposit of such contributions to the Plan and its funding medium. The Sponsor shall comply with any applicable law or regulation that requires the timely remittance to the Plan's Trust of the employee contribution amounts withheld from wages when segregated from the employer's general assets.

3.3 Responsibility for Plan Design, Funding and Operations. Sponsor shall have the sole responsibility for designing, funding, and operating the Plan in compliance with all applicable laws and regulations, and unless otherwise provided herein, Sponsor shall have sole responsibility for selecting service providers for the Plan and monitoring the performance of such service providers. Sponsor's responsibilities under this Section 3.3 shall include providing to Union Bank all administrative forms or documents necessary or appropriate to administer the Plan; provided, however, to the extent Union Bank has provided any such administrative forms or documents for use by the Plan, Sponsor has approved their use unless Sponsor has provided written notice to the contrary.

3.4 Individually-Designed Plan. If the Plan is an individually-designed plan, unless otherwise provided in writing, Sponsor shall be responsible for providing to Union Bank a Plan document, as well as all the administrative forms and documents necessary to administer the Plan. Notwithstanding anything to the contrary, Sponsor shall be responsible for ensuring the Plan document complies with the form requirements of the Code at all times, and Sponsor shall be further responsible for obtaining a determination letter for the Plan.

3.5 Reporting and Disclosure Requirements. Sponsor shall be solely responsible for communicating and disclosing to Plan Participants any and all information regarding the Plan as required under applicable law. Except as otherwise provided herein, Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all other reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits except as otherwise provided in this Agreement.

3.6 Tax Qualification of Plan and Compliance with Laws. Sponsor shall be solely responsible for ensuring the Plan meets the requirements of Section 401(a) of the Code, and any other applicable sections of the Code. Sponsor shall be solely responsible and liable for any and all claims, taxes, and penalties resulting from the failure of Sponsor to administer the Plan in accordance with applicable laws and regulations. Sponsor agrees during and after the term of this Agreement to hold Union Bank harmless from, and indemnify Union Bank against any and all claims, losses, taxes, penalties and expenses, including attorney's fees that may be incurred by, imposed upon or asserted against Union Bank and arising out of Sponsor's fiduciary and administrative duties with respect to the Plan except to the extent due to the grossly negligent acts or omissions of Union Bank in fulfilling its duties under this Agreement.

3.7 Delays Caused by Sponsor. Sponsor shall be responsible for any delay in the performance of services hereunder caused by the failure of Sponsor to furnish or verify any information required for the services to be performed by Union Bank.

3.8 Initial Set-Up and Transition of Services. Sponsor shall direct and ensure that the prior recordkeeper for the Plan (if the Plan is not a newly-established plan), if applicable, provides complete and accurate account, Participant, employee, and asset data to Union Bank on a timely basis.

3.9 Specific Information to be Furnished by Sponsor. In providing the information and records necessary for Union Bank's services hereunder, Sponsor shall:

- provide employer and employee contribution data in such format and data transmission mode and as frequently as may be required by Union Bank;
- provide new Participant information in a format required by Union Bank at least two weeks prior to such Participant's entry date into the Plan;
- provide updated employee data, including service records, compensation records, termination dates, birth dates, address information, and hire and rehire dates for all of Sponsor's employees, and any other information necessary or appropriate for Union Bank to provide services hereunder, in a format required by Union Bank and as frequently as may be required by Union Bank;
- provide data for the compliance testing to be performed by Union Bank in a format required by Union Bank in a timely manner as required by Union Bank; and
- answer all specific legal or tax questions concerning the Plan.

Sponsor shall promptly notify Union Bank as to an address change for any Plan Participant, beneficiary, or alternate payee.

3.10 Plan Policies and Procedures. Unless otherwise provided herein, Sponsor shall be responsible for implementing all policies and procedures in connection with the Plan's qualified domestic relations order (QDRO) procedures; investment policies, loan policies, and administration ("policies and procedures"). Union Bank shall provide Sponsor with draft policies and procedures, and it shall be Sponsor's responsibility to review and approve such draft policies and procedures. If Sponsor does not notify Union Bank in writing within thirty (30) days of its objection to one or more policies and procedures, Sponsor shall be deemed to have approved and directed Union Bank to follow such policies and procedures in performing its services under this Agreement.



3.11 Related Employers. Sponsor is responsible for determining and notifying Union Bank whether it and any other employer or employers are members of a controlled group of businesses or an affiliated service group, as defined by Sections 414(b), (c) or (m) of the Internal Revenue Code, and notifying Union Bank in writing of such determination. In the absence of such written determination, Sponsor hereby directs Union Bank to treat Sponsor (or any owner or affiliate of Sponsor) as not being a member of a controlled group of businesses or an affiliated service group, and Sponsor understands Union Bank will rely on this lack of written notice in providing services to the Plan. All data as may be required by Union Bank to conduct its services under the Agreement when a controlled group of businesses or an affiliated service group is present shall be provided by Sponsor to Union Bank, and in such case Union Bank shall provide services hereunder with the understanding that Sponsor is a member of a controlled group of business or an affiliated service group.

#### 4. FEES

4.1 Responsibility for Fees. In consideration of the services to be provided pursuant to this Agreement, Sponsor shall pay to Union Bank the fees set forth in Exhibit B. Unless Sponsor and Union Bank agree otherwise, fees will accrue on a monthly basis, and Sponsor will be billed on a quarterly basis, and such fees shall be due and payable within thirty (30) days after the billing statement date. Sponsor shall notify Union Bank whether Sponsor will pay such fees and expenses, or whether such fees and expenses will be billed to the Plan. Notwithstanding the foregoing, Union Bank's fees may be paid out of the assets of the Trust to the extent allowed by law and regulation if: (a) Sponsor directs that such fees be paid out of the assets of the Trust; or (b) Sponsor does not timely pay such fees. Sponsor, and not Union Bank, will be solely responsible for determining whether any expense (and the amount of such expense) is properly payable by the Plan under applicable law.

4.2 Future Adjustments. Union Bank shall have the right to adjust its fees upon providing written notice at least thirty (30) days prior to the effective date of such adjustment, or at any other time if changes are made to this Agreement or any amendments made to the Plan, or any changes made to applicable law, which affect Union Bank's costs of services under this Agreement as determined solely at Union Bank's discretion.

4.3 Third Party Expenses. Union Bank may charge Sponsor reasonable fees for the reproduction or return of Plan records requested by Sponsor or government agencies. Sponsor shall reimburse Union Bank for reasonable fees charged by others for information reasonably requested by Union Bank to perform its duties under this Agreement.

4.4 Taxes and Assessments. If, during the term of this Agreement, any tax (other than local, state or federal income taxes) or any other assessment, shall be imposed against Union Bank as a result of Union Bank performing its duties under this Agreement, Union Bank shall report the payment of such tax or assessment to Sponsor and Sponsor shall reimburse Union Bank for the same.

4.5 Fees for Additional Services and Reimbursement of Expenses. Nothing in this Section 4 shall prohibit Union Bank from performing any service not set forth in this Agreement for a reasonable fee; provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service; provided, further, Union Bank reserves the right to be reimbursed by Sponsor for out-of-pocket expenses incurred by Union Bank in connection with providing shareholder communications and proxy materials services.

4.6 Right of Union Bank to Suspend Performance. If Sponsor, for any reason whatsoever, fails to make a required payment of fees on a timely basis, Union Bank may deduct such fees from the Trust or suspend the performance of its services under the Agreement until such time as Sponsor makes the proper remittance; provided, however, if Union Bank decides to suspend the performance of such services, Union Bank shall provide Sponsor with timely written notice of Union Bank's intent to suspend the performance of such services.

4.7 Fees Received by Third Parties. Nothing in this Agreement shall prohibit Union Bank from receiving reasonable fees or compensation from any person directly or indirectly in connection with the services provided to the Plan, Participants, or Sponsor in connection with the Plan. The Sponsor acknowledges and agrees that the fees or compensation that it may receive from certain mutual funds that are selected as DIAs as disclosed in Exhibit D shall be considered compensation to Union Bank for its services that is in addition to the fees charged directly by Union Bank for its services.

#### 5. TERM AND TERMINATION

5.1 Initial Term and Renewal. This Agreement shall have an initial term of one (1) year and shall continue until terminated pursuant to Sections 5.2 and 5.3 of this Agreement.

5.2 Early Termination Upon Notice by Either Party. This Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice to the other party.

5.3 Early Termination by Union Bank. This Agreement shall at the option of Union Bank terminate, or otherwise be suspended, effective immediately upon written notice to Sponsor, if:

- A. Sponsor fails to pay the fees provided in Section 4 within thirty (30) days of their due date;
- B. Sponsor becomes insolvent or files for bankruptcy protection;
- C. Sponsor fails to promptly deliver any required forms or information needed for Union Bank to properly perform its duties under this Agreement;
- D. there is a merger, sale, acquisition, or consolidation involving Sponsor or the Plan, unless Union Bank consents to continue services under this Agreement with the successor Sponsor in advance of such event;
- E. Sponsor or other Plan fiduciaries takes any action deemed by Union Bank to violate applicable federal or state law; or
- F. any law or regulation is enacted that makes this Agreement illegal or impossible to perform.

5.4 Duties after Termination. Upon termination of this Agreement, Union Bank shall perform services hereunder through the termination date. Union Bank shall deliver, within sixty (60) days of the last service required under the Agreement, to Sponsor a complete and final accounting and report of its recordkeeping for the Plan, together with all books and records in its possession with respect to the Plan, all accounts, and all reports and other papers pertaining to the Plan. Union Bank retains the right to keep copies of all documents as may be required for audit purposes or as required by the Federal Deposit Insurance Corporation, state banking authorities, the IRS, or any other applicable regulatory authority.

5.5 Transition Services. Upon termination of this Agreement, Union Bank shall provide reasonable assistance in transferring Plan records and related information to any successor administrator, fiduciary, or other person designated by Sponsor. Sponsor shall be responsible for reimbursing Union Bank for any direct costs that are incurred in transferring Plan records and related information to the successor administrator.

5.6 Survival of Obligations. Union Bank's and Sponsor's respective obligations under the Agreement which may, by their nature, continue beyond the termination of this Agreement (including the indemnifications and limitations of liability under Section 6) shall survive any termination of this Agreement.

## **6. INDEMNIFICATION AND LIABILITY LIMITATIONS**

6.1 Limitation of Liability. Except as specifically provided in this Agreement, Union Bank shall not be liable to Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank under this Agreement except for its grossly negligent or willful acts or omissions. Union Bank shall not be liable for damages resulting from an interruption of any service or delayed or defective performance of services arising from war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts or trading exchange conditions, or any other cause beyond Union Bank's reasonable control.

6.2 No Liability for Following Sponsor's or Participant's Directions. Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Sponsor or, with respect to Participant investment directions, the Participant. Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Sponsor or any other person or the failure of Sponsor to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person, selected by Sponsor or any Participant, providing services to the Plan or Participant, or for following the investment directions provided by a Participant (or the Participant's agent or designee) in a Participant-Directed Plan.

6.3 No Liability for Acts of Prior Administrator. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other service provider.

6.4 Indemnification of Union Bank by Sponsor. In addition to and not in limitation of the specific indemnification obligations of Sponsor provided elsewhere in this Agreement, Sponsor agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with respect to carrying out its responsibilities under this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Sponsor shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

6.5 Indemnification of Sponsor by Union Bank. Union Bank shall indemnify and hold harmless Sponsor, its agents and employees from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the grossly negligent or willful acts that occur in Union Bank's performance of its services under this Agreement. Under no circumstances will either party to this Agreement have any obligation to indemnify the other party for any special, consequential, punitive or indirect damages or losses.

6.6 Survival of Indemnification Provisions. Each party's obligation under this Agreement to indemnify and hold harmless the other party from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

6.7 No Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNION BANK OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

## 7. DESIGNATION OF REPRESENTATIVES

7.1 Authorized Representatives. Sponsor shall designate in Exhibit C the initial authorized representative(s) to sign documents, communicate information and provide instructions and directions concerning the Plan to Union Bank, and shall update, as needed, such designation as set forth in Exhibit C. Such authorization shall remain in effect until Union Bank has received written notification to the contrary. Union Bank shall be entitled to rely and act upon any instructions received from such authorized persons that Union Bank reasonably believes to be so authorized to provide such instructions and shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

## 8. MISCELLANEOUS

8.1 Amendment. This Agreement may be amended by Sponsor and Union Bank at any time by written agreement by both parties.

8.2 Union Bank not a Plan Administrator. In no event shall Union Bank or its agents or employees be deemed the Administrator of the Plan as amended, or for purposes of any applicable law affecting or regulating the Plan.

8.3 Capturing Rollovers. Sponsor understands and grants permission to Union Bank (or an affiliate of Union Bank) to contact Plan Participants, upon termination of employment, and to educate them (and not to provide advice) on their Plan distribution options upon terminating employment with Sponsor, including the option of rolling over a distribution to an Individual Retirement Account established at Union Bank (or at an affiliate of Union Bank).

8.4 Union Bank not a Plan Fiduciary. Except as otherwise provided in Section 1, Union Bank or its agents or employees shall not by reason of this Agreement or the services provided hereunder be deemed a fiduciary of the Plan, or be classified as a fiduciary for the purposes of any applicable law affecting or regulating the Plan; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any aspect to the Plan or any person as a fiduciary, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its

agents and employees from and against all legal responsibilities and liability as a fiduciary of the Plan except to the extent that such liability may be due to Union Bank's willful breach of fiduciary duty.

8.5 No Authority to Control, Manage or Dispose of Plan Assets. Except as otherwise provided in writing to the contrary, Sponsor and/or Trustee shall have absolute authority with respect to the control, management, disposition and utilization of Plan Assets, and Union Bank shall not have, nor be deemed to exercise, any discretion, control, or authority with respect to the control, management, disposition, or utilization of Plan Assets; provided, however, should a court, or other adjudicating authority, determine that Union Bank is liable in any respect to the Plan or any person because of any control or authority with respect to Plan Assets, Sponsor, through the use of its assets and not Plan Assets, shall indemnify and hold harmless Union Bank and its agents and employees from and against liability connected with or predicated on such control or authority of the Plan Assets.

8.6 Responsibility for Other Expenses. Sponsor shall be responsible for all expenses incident to the operation of the Plan unless such expenses are the responsibility of Union Bank in performing the services provided under this Agreement.

8.7 Subpoenas and Court Orders. Union Bank will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn or stayed; provided, however, Union Bank shall immediately notify Sponsor of the service of any such subpoena or order and give Sponsor the opportunity to contest or resist the subpoena or order. Sponsor shall reimburse Union Bank for all costs and expenses incurred with respect to complying with such subpoenas and court orders. Sponsor shall bear all responsibility for resisting or contesting any court or governmental agency order concerning Plan records in the possession of Union Bank.

8.8 Instructions to Union Bank. Sponsor hereby authorizes Union Bank to act on the written instructions of Sponsor (or its designee), on instructions provided by Sponsor in the form of facsimile transmission, by e-mail, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail, Sponsor hereby directs Union Bank to act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be signed by a person entitled to give binding instructions to Union Bank in the case of instructions provided by facsimile; (b) appear to have been sent from the computer of a person entitled to give binding instructions to Union Bank in the case of instructions provided by e-mail; and are consistent with the established authority of such person in the case of instructions provided by facsimile or e-mail. Sponsor acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Sponsor acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Sponsor's acceptance of the potential loss of confidentiality of such e-mail transmitted data.

The authorization provided in this Section 8.8 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Sponsor expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email or electronic instruction.

8.9 Online Administration/Telephone and Electronic Directions by Participants. To the extent permitted under applicable law and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Sponsor hereby authorizes and directs Union Bank to process elections submitted by Plan Participants to Union Bank via Union Bank's website or voice response unit with respect to: (a) enrolling in the Plan; (b) submitting deferral elections (and modifications thereto); (c) making beneficiary designations; (d) making investment elections or investment transfers with respect to their Plan accounts; (e) requesting and initiating a loan; or (f) requesting distributions including hardship and in-service distributions (collectively referred to as "Electronic Elections"). All such elections shall be made in accordance with applicable law, the provisions of the Plan, and any policies adopted by Sponsor and Union Bank. Sponsor directs Union Bank to process such Electronic Elections pursuant to this Section 8.9 without further approval from Sponsor.

Sponsor hereby further directs Union Bank to act upon such telephone or electronic instructions without questioning the authenticity of such direction other than as provided herein. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification number, and any other personal information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other "challenge" questions) before being able to access his/her account. Only authorized representatives of Sponsor and the Participant shall have access to such Participant's account.

Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant's spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness.

Union Bank shall not be responsible for, and makes no warranties regarding access, speed or availability of Electronic Elections, or any other service required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Sponsor shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant via written telephone, internet or other means approved by Sponsor for use with the Plan.

8.10 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform services under this Agreement. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

8.11 Force Majeure. Neither Union Bank nor Sponsor shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, failures of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

8.12 Records are Property of Sponsor. All records sent to Union Bank by Sponsor (or its agents) will remain the property of Sponsor. Plan records in Union Bank's possession will be returned by Union Bank to Sponsor or its designee in the event of termination of this Agreement or otherwise upon the written instructions of Sponsor. This provision shall not preclude Union Bank from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held following such termination of this Agreement.

8.13 Inspection of Plan Records by Sponsor. Union Bank agrees that, upon reasonable notice, it shall provide Sponsor the information and records that Sponsor may reasonably require that are maintained by Union Bank in order for Sponsor or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

8.14 Confidentiality/Security. Union Bank and Sponsor agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information ("confidential information") regarding the recordkeeping and trust systems, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement. Union Bank and Sponsor shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. Sponsor furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Sponsor, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from Sponsor, provided to Union Bank by Sponsor (or its agent) are the confidential information of Sponsor or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan; (b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of Sponsor; (d) that non-participant specific information may be provided to support industry surveys; and (e) for the limited purpose of collecting satisfaction surveys from Sponsor and/or Plan Participants from time to time.

8.15 Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Nebraska except to the limited extent that the Agreement may be preempted by applicable law.

8.16 Notices. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to Union Bank) and shall be given to the party entitled thereto by personal service, or by United States mail, to the last known address of said party. Notices to Union Bank shall be sufficient if sent to:

Union Bank & Trust Company  
6811 S. 27<sup>th</sup> Street  
P.O. Box 82535  
Lincoln, NE 68501-2535

8.17 Entire Agreement and Severability. Except as otherwise provided in the Plan's Trust Agreement, Sponsor acknowledges that there are no agreements or understandings, written or oral, between itself and Union Bank with respect to services which are to be rendered by Union Bank, other than as set forth herein or in such additional written agreements authorized hereunder. In any case where any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement.

8.18 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Sponsor, Plan Administrator and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

8.19 Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.

8.20 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, Sponsor and Union Bank have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective **February 1, 2016**.

City of Grand Island, Nebraska \_\_\_\_\_

Union Bank & Trust Company \_\_\_\_\_

*Sponsor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **1. Administrative Services**

#### **A. Recordkeeping Services**

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- maintain individual Participant account information that may be provided from time to time by Sponsor. To the extent applicable, such information shall include, but will not be limited to, each Participant's name, social security number or taxpayer identification number, date of hire and rehire, number of hours worked in the plan year, date of birth and date of Plan participation, and date of termination of employment and address information.
- determine an employee's eligibility to participate in the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor; provide to Sponsor, in electronic form or otherwise, services and materials to facilitate employee enrollment, contribution elections and investment directions.
- determine an employee's vesting service under the Plan in accordance with the Plan's provisions and based on employee data provided to Union Bank by Sponsor.
- record relevant employee data including compensation (as defined by the Plan) as reported to Union Bank by Sponsor, contributions, rollovers and transfers, distributions, payroll information and investment transactions.
- allocate Plan investment gains or losses and forfeitures in accordance with Plan provisions.
- allocate Employer contributions in accordance with Plan provisions.
- allocate Participant contributions, including to the extent applicable, pre-tax elective deferrals, Roth deferrals, after-tax employee contributions, and rollover contributions, in accordance with the Plan provisions.
- prepare a summary allocation report annually for all Plan Participant accounts. Such report will include each Participant's total account balance; the vested amount of each such total account balance; the vested percentage of each total account balance; the allocation of contributions and forfeitures and Plan gain or loss; fund transfers and any distributions made to or on behalf of each such Plan Participant.
- process changes to investment allocations (in a Participant-Directed Plan) as directed by Participants.
- prepare, on behalf of the Plan Administrator, for each Participant in the Plan, a Participant benefit statement as frequently as required under applicable law.
- make distributions (including in service distributions, hardship distributions, and required minimum distributions to the extent applicable under the Plan) and disbursements (including disbursement of loan proceeds), pursuant to the terms of the Plan document, to any Participants who is entitled to such distribution or disbursement. Sponsor agrees that all distributions and disbursements made from the Plan shall be deemed to be made at the direction of Sponsor, acting as Plan Administrator. Distributions and disbursements will be made within an administratively practicable period of time following the date Union Bank receives executed distribution or disbursement forms. Union Bank shall subject all taxable distributions to applicable federal and Nebraska state tax withholding and remit such withholding on behalf of the Plan and Plan Administrator to the appropriate governmental entities. Union Bank will prepare and file an IRS Form 1099-R with respect to such distributions and disbursements to the extent required by law.

B. Additional Administrative Services

To the extent applicable in connection with the Plan, Sponsor hereby directs Union Bank to:

- provide Participants access to an interactive voice response system and the internet for investment transfers, account balance realignments, investment elections and changes thereto, and deferral elections and changes thereto.
- provide Participants access to their accounts via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures.
- provide Participants access to a Union Bank representative via telephone for inquiries regarding their individual Plan accounts.
- provide Sponsor access to individual Participant accounts (and provide Participants with the ability to perform certain Plan transactions) via the world wide web as such technology becomes available, and as allowed by law, regulation and Union Bank's policies and procedures; provided, however, Sponsor agrees and acknowledges that Union Bank shall not be liable for any action taken by Sponsor, or its employees, in connection with making changes to a participant's account through electronic or other means.
- provide to Sponsor, and to make available to Participants, in electronic form or otherwise, enrollment, distribution, loan-related, and termination of employment forms, and any other forms necessary or appropriate to administer the Plan except to the extent Sponsor provides such forms. Sponsor acknowledges that it has had the opportunity to review such forms and documents, and unless Sponsor notifies Union Bank in writing to the contrary, Sponsor hereby directs Union Bank to use such forms in performing its services under this Agreement.
- to the extent applicable under the Plan, process loans with respect to amounts borrowed from a Participant's individual Plan account in accordance with the Plan document, and the Plan's loan policy. Union Bank will prepare and file IRS Form 1099-R or such other forms as may be required under applicable law for the reporting of distributions that Sponsor directs Union Bank to make in connection with the failure of a Participant to repay a loan as required, provided that Sponsor provides Union Bank with all information Union Bank may need to prepare the reports of distributions.
- review any domestic relations order received by the Plan and notify the Plan Administrator of the results of such review; provided, however, Sponsor acknowledges that the Plan Administrator is solely responsible for determining whether a domestic relations order constitutes a qualified domestic relations order ("QDRO") within the meaning of the Internal Revenue Code and for otherwise complying with the QDRO requirements set forth in the Internal Revenue Code.

C. Education Services

Sponsor hereby directs Union Bank to (select as appropriate):

- deliver to Sponsor Plan enrollment materials, and information regarding the investments available under the Plan; provided, however, Sponsor will be responsible for providing such information to Participants.
- conduct employee education meetings as mutually agreeable to Sponsor and Union Bank.

D. Compliance Services

Unless Sponsor has notified Union Bank to the contrary, Sponsor hereby directs Union Bank to perform the following compliance services to the extent applicable to the Plan:

- conduct, on an annual basis, coverage testing under Internal Revenue Code ("IRC") § 410(b)(1) based on information provided by Sponsor, and to report to Sponsor the results of such testing.
- conduct, on an annual basis, nondiscrimination testing under IRC §401(a)(4) and to report to Sponsor the results of such testing.



- conduct, on an annual basis, the “annual additions test” set forth in IRC § 415(c) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual deferral percentage test set forth in IRC § 401(k) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the actual contribution percentage test set forth in IRC § 401(m) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, the deferral limitations test set forth in IRC § 401(a)(30) and catch-up amounts under IRC § 414(v) and to report to Sponsor the results of such testing.
- conduct, on an annual basis, top heavy testing set forth in IRC § 416 and to report to Sponsor the results of such testing.
- monitor, on an annual basis, required distributions as required by IRC § 401(a)(9).

In performing services under this Agreement, including the above-referenced Compliance Services, unless Sponsor expressly notifies Union Bank in writing to the contrary, Sponsor acknowledges and directs Union Bank to provide services under this Agreement with the understanding that Sponsor does not maintain any qualified plan (under IRC §401(a)) other than the Plan, and that Sponsor is not a member of a controlled group of businesses nor a member of an affiliated service group within the meaning of the Internal Revenue Code. To the extent Sponsor notifies Union Bank in writing that Sponsor is a member of a controlled group of businesses or a member of an affiliated service group, Union Bank will perform the above-referenced Compliance Services on a controlled group basis or an affiliated service group basis as the case may be.

E. Reporting and Disclosure Services

Sponsor directs Union Bank to (select as appropriate):

- prepare, on an annual basis, IRS Form 5500, and timely deliver the same to Sponsor for signature and filing. Sponsor will be responsible for determining whether the Plan is responsible for filing IRS Form 5500, and whether an audit is required. Union Bank is authorized to file Form 5558 (Application for Extension of Time to File Certain Employee Plan Returns) on behalf of Plan unless directed by Sponsor/Plan Administrator to not file the extension. If Sponsor determines IRS Form 5500 must be filed, Union Bank will prepare such IRS Form 5500 and deliver the same to Sponsor for signature and filing. Sponsor shall engage the services of an independent auditor to prepare the audit report to the extent an audit report is required. If this box is checked, Sponsor also directs Union Bank to prepare the Summary Annual Report (“SAR”) for the Plan; provided, however, notwithstanding anything to the contrary, Sponsor shall be responsible for delivering such SAR to participants as required by law.
- prepare, on an annual basis, Form 8955-SSA and timely deliver the same to Sponsor for signature and filing.
- cooperate with Sponsor and any third-party responsible for preparing IRS Form 5500 and Form 8955-SSA.
- prepare a Plan Document for review, approval, and execution by Sponsor; provided, however, it shall be Sponsor’s responsibility to ensure such Plan document is qualified within the meaning of Internal Revenue Code Section 401(a). If this box is checked, Sponsor also directs Union Bank to prepare a Summary Plan Description (“SPD”) and, if applicable, Summaries of Material Modifications (“SMM”), for the Plan on a timely basis; provided, however, Sponsor shall be responsible for delivering such SPD and SMMs to Participants as required by law.
- prepare Participant fee disclosures to Participants and eligible employees as required by ERISA Regulation § 2550 404a-5; provided, however, Sponsor shall be responsible for delivery of all notices and disclosures to Plan participants and eligible employees as required by law. The services shall consist of the preparation of
  - (i) initial and annual notice in standard formats which will include plan-related and investment-related information, as required by ERISA regulations.
  - (ii) Quarterly Disclosures – including fees deducted from Participant accounts during the quarter and other disclosure requirements on Participant account statements.

- (iii) Website information for access to required information regarding the DIAs and to a glossary of terms as required by the ERISA regulations.
- (iv) to the extent Union Bank has been provided the information that Participants have the right to request under ERISA Regulation § 404a-5(d)(4), such information will be furnished or made available upon request.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT B

## COMPENSATION AND FEE SCHEDULE

### City of Grand Island, Nebraska Police Officers' Pension Plan

**Annual Base Fee .....No Charge**

This fee will be billed on a quarterly basis (the quarterly fee will be calculated by dividing the Annual Base Fee by 4). The Base Fee is due and payable on a quarterly basis. If the Base Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to participants on a pro rata basis.

**Annual Asset-Based Fee**

<b>Plan Assets for Entire City of Grand Island Relationship</b>	<b>Total Standard Rates</b>
Initial \$20,000,000	.20%
Next \$10,000,000	.17%
Balance of Account	.15%

This fee relates to trustee/custodial services, participant services and educational services, management reports to Sponsor, annual compliance testing, and reconciling trust assets to Participant allocation reports.

The Asset-Based Fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Asset-Based Fee by the Asset-Based Fee shown above. The Asset-Based Fee will be calculated on a monthly basis (by dividing the Asset-Based Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Asset-Based Fee is due and payable on a quarterly basis. If the Asset-Based Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Annual Investment Fiduciary Services Fee ..... Not Applicable**

To the extent Union Bank will act as a fiduciary with respect to selecting and monitoring the Plan's DIAs (as set forth in Section 1.6) in a Participant-Directed Plan, Union Bank will charge an Investment Fiduciary Services Fee. This fee will be billed on a quarterly basis by multiplying the Plan Assets subject to the Investment Fiduciary Services Fee by the Investment Fiduciary Services Fee shown above. The Investment Fiduciary Services Fee will be calculated on a monthly basis (by dividing the Investment Fiduciary Services Fee by 12), as of the last business day of each month, and accrued for a three-month period. The Investment Fiduciary Services Fee is due and payable on a quarterly basis. If the Investment Fiduciary Services Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a pro rata basis.

**Brokerage Fee ..... Not Applicable**

The Brokerage Fee relates to the establishment and maintenance of a brokerage account under the Plan. One-fourth of the annual Brokerage Fee will be due and payable on a quarterly basis. If the Brokerage Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged on a per capita basis to those Participants who have a brokerage account under the Plan.

**Quarterly Participant Recordkeeping Service Fee (cost per Participant)**

Quarterly Participant Statements mailed to Participants.....**No Charge**

The Participant Recordkeeping Service Fee will be billed on a quarterly basis by multiplying the Participant Recordkeeping Service Fee by the number of individual accounts under the Plan as of the last business day of the quarter. One-fourth of the Annual Participant Recordkeeping Service Fee will be due and payable on a quarterly basis. If the Participant Recordkeeping Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Fees Related in Investments in Stratus Funds (select one, if applicable):**

- Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are not subject to the Asset-Based Fee.
- Plan Assets invested in the Stratus Growth Fund and Stratus Government Securities Fund are subject to the Asset-Based Fee. In this case, the investment advisory fees received by Union Investment Advisors, and the administration fees received by Adminisystems, Inc. are credited against the Asset-Based Fee to the Plan quarterly on a pro rata basis among all Participants.

**Form 5500 Preparation Fee ..... Not Applicable**

The Form 5500 Preparation Fee is charged for the preparation of Form 5500, Annual Return/Report of Employee Benefit Plan and Summary Annual Report. The Form 5500 Preparation Fee is due and payable when the services are rendered. If the Form 5500 Preparation Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Participants on a per capita basis.

**Loan Fee**

Initial Loan Processing Fee ..... **Not Applicable**

This fee is due and payable, at the time the loan is established, from the account of the Participant who initiated the loan, and will be deducted separately from the Participant’s loan proceeds.

**Distribution Fee**

Distribution Check Provided to Participant or Direct Rollover Transaction Made to Another Financial Institution or Employer Plan.....	<b>\$25</b>
Additional Fee for Distributions Made via Wire Transfers to Participants .....	<b>\$15 Per Transfer</b>
Additional Fee for Distributions Made via Overnight Mail .....	<b>\$35 Per Mailing</b>

The Distribution Fee does not apply to installment distributions or required minimum distributions.

Unless Sponsor agrees to pay the distribution fee, Sponsor hereby directs that such fee be deducted from the Participant’s account before the distribution is processed.

If a Participant’s account balance is \$25 or less at the time the Participant is entitled to a distribution, Sponsor understands and agrees that the entire amount of the Participant’s account balance will be paid to Union Bank as a Distribution Fee.

**Qualified Domestic Relations Order (QDRO) Fee..... \$400 per QDRO**

The QDRO Fee relates to the review of documentation and assistance with transfer of funds pursuant to a QDRO. Unless Sponsor pays the QDRO Fee, Sponsor hereby directs that one-half of the fee be paid by the participant, and one-half of the fee be paid by the alternate payee (i.e., deducted from their accounts). The QDRO Fee will be due and payable at the time the alternate payee’s account is established under the Plan.

**Float Fee**

Union Bank earns a “Float Fee” at a money market rate of return. “Float” represents earnings Union Bank receives in two situations. The first situation is when Union Bank has received contributions from Sponsor. In this case, float may be earned between the time Union Bank receives such contributions from Sponsor and the time such contributions are invested under the Plan. The second situation is when Plan Assets are transferred from the Plan’s trust/custodial account to a Union Bank general account when a distribution check is made payable to a Participant. In this case, float may be earned between the time such Plan Assets are transferred to a Union Bank general account and the time the Participant presents the distribution check for payment.

**Float Disclosure**

In signing this Agreement, Sponsor is agreeing that Union Bank will receive, as additional compensation, for services, any earnings (i.e., “float”) on Plan Assets received by Union Bank and held in a general account of Union Bank before such

Plan Assets are invested or otherwise disbursed from the Plan. Uninvested funds are not segregated from other general Union Bank accounts, so attributing an exact earnings or interest factor applicable to the Plan's uninvested funds is not possible. Earnings on the float depends on numerous factors such as current interest rates, Federal Funds rates, and the duration of the particular debt instrument.

Float on Plan Assets Awaiting Investment. If Union Bank receives contributions or loan payments by pre-authorized Automated Clearing House ("ACH") debit to Sponsor's bank account, such contributions will generally be invested by the close of business on the business day following Union Bank's receipt of such contributions and corresponding investment instructions.

If Union Bank receives contributions or loan payments by wire transfer or check, such contributions will generally be invested by the second business day following Union Bank's receipt of such contributions and corresponding investment instructions.

Float earnings will accrue to Union Bank on funds received for investment from the date of deposit with Union Bank until the date the monies are disbursed (generally by wire transfer) in settlement of investment purchases.

Distributions. If Union Bank receives a distribution request in the form of a check, the float period begins on the date the check is written and ends on the date the check is cleared by the bank on which the check is drawn. Union Bank will generally issue checks from a general account by the close of business on the second business day following receipt of available funds and payment directions. A distribution check is typically mailed on the same day it is written.

**Consulting/Miscellaneous Services Fee**

Union Bank reserves the right to charge a special Consulting/Miscellaneous Services Fee if Sponsor requests that consulting or extraordinary services be provided. These fees can be charged for additional compliance testing, compliance testing projections, correction of failed compliance tests, plan audits, consulting, reporting, disclosure, or any other services not otherwise covered under this Agreement.

If Union Bank determines that such special consulting services or extraordinary services should be performed, Union Bank will notify Sponsor in advance as to the extent of such services and the fee for such services. This fee is due and payable upon completion of the special consulting services/extraordinary services. If the Consulting/Extraordinary Service Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

**Plan Amendment Fee .....No Charge**

Union Bank does not charge a Plan Amendment Fee for preparing an amendment to Union Bank's preapproved plan document.

**Plan Restatement Fee ..... Not Applicable**

The Plan Restatement Fee relates to the preparation of a restatement of the plan document under Union Bank's preapproved document in accordance with IRS procedures. This fee is due and payable at the time the restatement service is provided. If the Plan Restatement Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a pro rata basis.

**Participant Disclosure-Related Fee ..... \$1-\$10 Per Disclosure**

The parties understand that applicable law requires Sponsor and Plan Administrator to provide to specific disclosure materials to Participants. In the case in which Union Bank agrees to provide any and all such disclosure materials, Union Bank reserves the right to charge a Participant Disclosure-Related Fee. Union Bank will notify Sponsor in advance as to the extent of such disclosure-related services and the fee for such services. This fee, if applicable, is due and payable upon completion of the disclosure-related services. If the Participant Disclosure-Related Fee will be paid by the Plan, Sponsor hereby directs that such fee be charged to Plan Participants on a per capita basis.

**Other Services**

Website Participant access.....**No charge**  
 Voice response Participant access .....**No charge**  
 Trading of mutual fund shares.....**No charge**

**Reimbursement of Expenses**

Union Bank reserves the right to request reimbursement of legal, accounting, actuary, and consulting fees incurred by Union Bank in providing services to the Plan. In addition, Union Bank reserves the right to request reimbursement of out-of-pocket travel expenses.

**Payment of Fees and Expenses**

Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed to Sponsor quarterly in arrears and are due and payable to Union Bank within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Sponsor upon termination of this Agreement shall be paid from Participant accounts.

**Soft Dollar Arrangements**

Union Bank has entered into soft dollar relationships with third parties to obtain investment research. Soft dollar relationships are generally arrangements whereby credits are generated by account securities transactions to pay for investment research or other products and services benefitting discretionary accounts. If you would like more information on soft dollar arrangements, the research that is obtained, or whether (and to what extent) these arrangements affect the plan, you should contact Union Bank.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT C

## DESIGNATION OF AUTHORIZED REPRESENTATIVES

Sponsor hereby designates the following person(s) as its initial authorized representative(s) to communicate information and directions concerning this above-named Plan to Union Bank:

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

Union Bank may rely on any information or direction given by any one of the above-named authorized representatives. The authority of any person to direct Union Bank shall cease as of the date Sponsor provides written notice to Union Bank that such person is no longer employed or otherwise so authorized.

Sponsor can change the above Designation of Authorized Representatives at any time. To add or remove an authorized representative, Sponsor must send written notification to Union Bank.

In addition to the above authorized representatives, Sponsor shall provide to Union Bank, in writing, the names of those employees of Sponsor who shall be provided access to the Relius Administration Plan Sponsor Web Module (or similar program), and Sponsor shall notify Union Bank, in writing, when any such employee terminates employment with Sponsor, directing Union Bank to terminate such employee's access to the Relius Administration Plan Sponsor Web Module (or similar program).

After the original designation of authority made pursuant to this Exhibit C, Sponsor shall update the authorized representatives at least annually when completing the annual employee census information for recordkeeping purposes. In addition, Sponsor can change the designation of authorized representatives at any time by providing written notification to Union Bank. To the extent an authorized representative is removed or added, the above Designation of Authorized Representatives shall be deemed to be amended to reflect such removal or addition. If Sponsor does not update such authorized representatives, Sponsor hereby authorizes and directs Union Bank to rely on any information or direction given by any person who Union Bank reasonably believes is a representative of Sponsor authorized to provide directions to Union Bank in connection with the Plan.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT D**

### **SPONSOR RESPONSIBLE FOR SELECTING DESIGNATED INVESTMENT ALTERNATIVES**

**If this box is checked, this Exhibit D shall not apply.**

Union Bank has agreed to make the mutual fund investment choices identified in this Exhibit D (the "Fund List"), and from the Fund List Sponsor, in its capacity as a fiduciary to the Plan, has selected the investment options ("Designated Investment Alternatives") set forth below that will be available for investment of Participant accounts upon direction of Plan Participants. Sponsor understands that Union Bank has agreed to provide certain recordkeeping and administration services for the Designated Investment Alternatives, as indicated below, selected by Sponsor pursuant to agreements between such Designated Investment Alternatives and Union Bank. The amount of fees, if any, currently to be paid to Union Bank by such Designated Investment Alternatives is set forth below, but is subject to change from time to time. If at any time you want additional information in connection with such fees paid to Union Bank by such Designated Investment Alternatives, you may contact Union Bank.

Under the terms of this Agreement, Sponsor is responsible for selecting and monitoring the Designated Investment Alternatives made available to Participants under the Plan. Union Bank, however, reserves the right to change the mutual fund investment choices on the Fund List from time to time. If Union Bank finds it necessary to change a Designated Investment Alternative that Sponsor has selected for the Plan, Union Bank will provide Sponsor 60 days advance written notice of the change to be made, and the corresponding change in fees, if any, to be paid to Union Bank as a result of such change.

If Sponsor does not object in writing to a proposed investment option change within the 60-day period referenced in the preceding paragraph, Sponsor shall be deemed to have directed Union Bank to make the change as proposed. If Sponsor objects in writing to the proposed investment option change within such 60-day period, Union Bank will propose another investment option suitable to Sponsor. If Sponsor and Union Bank cannot agree on a replacement option, Union Bank, at its discretion, may terminate the Agreement.

To the extent a Designated Investment Alternative is removed or added (whether Sponsor has initiated such action or whether such Designated Investment Alternative was removed and/or added in accordance with the preceding two paragraphs), the Fund List below shall be deemed to be amended to reflect such removal or addition.

The Sponsor represents that it has accessed/received a prospectus or other applicable fund disclosure documents for each of the DIAs set forth below.

#### **Schedule of Mutual Fund Services**

Union Bank will provide some or all of the following services as shall from time to time be agreed upon between Union Bank and the Designated Investment Alternatives:

#### Account Information

1. Union Bank will maintain a record of the number of shares held on behalf of the Plan.
2. Union Bank will maintain records of address and taxpayer identification number of each Participant in the Plan.

#### Participant Services

1. Union Bank will investigate inquiries from Participants and Plan representatives relating to their interests in the Plan accounts.
2. Union Bank will respond to communications from Participants and Plan representatives and others relating to the mutual fund investments of the Plan.
3. Union Bank will engage in such other communications and correspondence as may from time to time be mutually agreed upon.



Shareholder Communications

1. Union Bank will address and mail to Participants and/or Sponsor, reports to shareholders, dividend and distribution notices.

Proxy Materials

1. Union Bank will prepare shareholder lists with respect to Plan and/or Participants, as appropriate.
2. Union Bank will mail and certify as to the mailing of the proxy material, as appropriate.

**Mutual Fund List / Mutual Funds Offered under the Plan**

The following Fund List has been made available to Sponsor, and Sponsor has indicated the Designated Investment Alternatives selected by Sponsor as investment options under the Plan, the current expense ratios (as reported by Morningstar) for such Designated Investment Alternatives, and the current fees, if any, to be paid by such Designated Investment Alternatives to Union Bank.

Mutual Fund Selected by Sponsor	Mutual Fund	Ticker Symbol	Total Expense Ratio	12b-1 Fees Paid to Union Bank	Sub-Transfer Agency or Similar Fees Paid to Union Bank
<input checked="" type="checkbox"/>	Vanguard Target Retirement Income	VTINX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2015	VTXVX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2020	VTWNX	0.16	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2025	VTTVX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2030	VTHRX	0.17	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2035	VTTHX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2040	VFORX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2045	VTIVX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2050	VFIFX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Target Retirement 2055	VFFVX	0.19	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Financial Square Gov't MM	FGTX	0.18	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Short Term Inflation Protected Secs	VTAPX	0.10	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Short Duration Gov't	GSTGX	0.47	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total Bond Market Index	VBTLX	0.08	N/A	N/A*
<input checked="" type="checkbox"/>	AF Growth Fund of America	RGAGX	0.34	N/A	N/A*
<input checked="" type="checkbox"/>	AF Investment Company of America	RICGX	0.30	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Market Expansion Enh Index	PGMIX	0.51	N/A	.05%*
<input checked="" type="checkbox"/>	MFS Value	MEIKX	0.56	N/A	N/A*
<input checked="" type="checkbox"/>	Federated Total Return Bond Instl	FTRBX	0.37	N/A	.05%*
<input checked="" type="checkbox"/>	Vanguard 500 Index	VFIAX	0.05	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Growth Index	VIGAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Value Index	VVIAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	JPMorgan Mid Cap Growth (R6)	JMGMX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Mid Cap Value	GSMCX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Goldman Sachs Small Cap Value Instl	GSSIX	0.98	N/A	N/A*
<input checked="" type="checkbox"/>	MFS New Discovery (R5)	MNDKX	0.96	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Strategic Small-Cap Equity	VSTCX	0.38	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Mid Cap Index	VIMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Small Cap Index	VSMAX	0.09	N/A	N/A*
<input checked="" type="checkbox"/>	AF EuroPacific Growth	RERGX	0.49	N/A	N/A*
<input checked="" type="checkbox"/>	Templeton Foreign Equity	TFEQX	0.79	N/A	N/A*
<input checked="" type="checkbox"/>	Thornburg International Value (R6)	TGIRX	0.74	N/A	N/A*
<input checked="" type="checkbox"/>	Vanguard Total International Stock	VTIAX	0.14	N/A	N/A*

*\*Part of the Total Expense Ratio*

Although Union Bank has provided the above information in good faith, and Union Bank believes the information in the above chart is accurate, it is Sponsor's responsibility to ensure the information is accurate, and notify Union Bank of any errors and omissions in such Fund List.

If a Participant fails to provide valid investment instructions to Sponsor, acting as Plan Administrator, Sponsor hereby directs Union Bank to invest such Participant's Plan accounts in the age-appropriate target date fund, taking into account such Participant's age at the time of initial investment and his/her attainment of normal retirement age under the Plan.

Sponsor hereby acknowledges that: (1) it has selected the above-listed Designated Investment Alternatives to be initially offered under the Plan; (2) the above-listed Designated Investment Alternatives are not insured by the Federal Deposit Insurance Corporation, and not deposits or obligations of Union Bank, and are subject to principal risks, including the possible loss of principal; (3) it has received sufficient information, in advance of executing this Agreement, for Sponsor to evaluate the appropriateness of making such Designated Investment Alternatives available under the Plan to include the expenses that will be incurred for each such Designated Investment Alternative; (4) it has received sufficient information to understand the amount of fees, if any, to be paid to Union Bank by each such Designated Investment Alternative; (5) Sponsor approves Union Bank's receipt of compensation set forth in this Exhibit D; and (6) Exhibits B and D of this Agreement accurately reflect the entire fee arrangement between Sponsor and Union Bank.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT E

### CONSENT TO STRATUS FUNDS

If this box is checked, this Exhibit E shall not apply.

Sponsor, as a fiduciary independent of and unrelated to Union Bank or any affiliate thereof, has directed Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc. ("Stratus"), an open-end investment company registered under the Investment Company Act of 1940, available as investment options under the Plan pursuant to Exhibit D of this Agreement, and Sponsor, as an independent second fiduciary of the Plan, and Union Bank agree as follows:

1. The Plan will not pay a sales commission in connection with the purchase, sale or redemption of shares of Stratus.
2. The Plan will not pay a redemption fee in connection with the sale or redemption by the Plan to Stratus of purchased shares of Stratus.
3. The Plan will not pay an investment management or similar fee to Union Bank with respect to Plan Assets invested in Stratus shares for the entire period of the investment; provided, however, this shall not preclude the payment of investment advisory fees by Stratus under the terms of the investment advisory agreement between Union Bank and Stratus, or payment of an investment advisory fee by the Plan based on total Plan Assets from which a credit has been subtracted representing the Plan's pro rata share of investment advisory fees paid by Stratus.
4. If the Plan has prepaid an investment management or similar fee for any period in which the Plan purchases Stratus shares, the pro rata amount of the prepaid fee that constitutes the fee with respect to Plan Assets invested in Stratus shall be refunded to the Plan no later than the last day of the next fee period.
5. In the event of change in any of the rates charged to or paid by the Plan or Stratus discussed in paragraph 6(c) below, Sponsor, or any successor thereto, shall be notified and shall have the right to disapprove or approve, in writing, the continuation of purchases, sales, or redemptions of shares of Stratus by the Plan and the continued holding of any Stratus shares previously acquired. Sponsor's disapproval shall terminate this Agreement.
6. Sponsor agrees, warrants, and represents that:
  - (a) Sponsor is independent of and unrelated to Union Bank or any affiliate thereof.
  - (b) Sponsor has received a current prospectus covering the shares issued by Stratus ("Prospectus") to be purchased by the Plan.
  - (c) Sponsor has received a full and detailed written disclosure (the "Stratus Disclosure") of the investment advisory and other fees charged to or paid by the Plan and Stratus, including the nature and extent of any differential between the rates of such fees, and whether there are any limitations on Union Bank with respect to which Plan Assets may be invested in shares of Stratus, and, if so, the nature of the limitations.
  - (d) Sponsor does not directly or indirectly control, is not controlled by, and is not under common control with Union Bank or any affiliate thereof. For purposes of this Exhibit E, "control" means the power to exercise a controlling influence of the management or policies of a person other than an individual.
  - (e) Sponsor, or any officer, director, partner, or employee or relative of Sponsor, is not an officer, director, partner, employee, or relative of Union Bank, or any affiliate thereof; provided, however, if an officer, director, partner, employee or relative of Union Bank or any affiliate thereof is a director of Sponsor, then he/she shall abstain from participation in: (i) the choice of the Plan's investment advisor; (ii) the approval of any such purchase or sale between the Plan and Stratus; and (iii) the approval of any change of fees charged to or paid by the Plan.
  - (f) Sponsor does not and will not, directly or indirectly, receive any compensation or other consideration for its personal account in connection with any transaction described in this Exhibit E.
7. On the basis of the Prospectus and Stratus Disclosure, Sponsor hereby approves the purchase, sale, and redemption by the Plan of shares of Stratus as such purchases, sales, and redemptions are consistent with the responsibilities, obligations and duties imposed on fiduciaries; provided, however, that such approval is limited to the investment advisory and other fees paid by Stratus in relation to the fees paid by the Plan.

- 8. Union Bank will notify Sponsor, or any successor thereto, of any change in any fees referred to in paragraph 6(c) and Sponsor approves in writing the continuation of such purchases or sales and the continued holding of any Stratus shares acquired by the Plan prior to such change and still held by the Plan; provided, however, such approval may be limited solely to the investment advisory and other fees paid by the mutual fund in relation to the fees paid by the Plan and need not relate to any other aspects of such investment.
- 9. To the extent this Exhibit E conflicts with Exhibits B or C of this Agreement, the terms of this Exhibit E shall control.
- 10. This Exhibit E shall apply only if and when Sponsor directs Union Bank to make one or more mutual fund portfolios, managed by Stratus, Inc., available as investment options under the Plan. This Exhibit E shall have no effect if Sponsor does not direct Union Bank to make one or more of such mutual fund portfolios available as investment options under the Plan.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Not Needed*

## EXHIBIT F

### REQUIRED INVESTMENT ADVICE CUSTOMER CONTRACT LANGUAGE

Pursuant to Section 22(c) of the MasteryPOINT Guidance Plus Software License Agreement between Licensee, Licensor, MasteryPOINT and MP Advisory Services, Union Bank must include the following language in its agreement with Sponsor where services are provided to Sponsor and Plan Participants or beneficiaries using MasteryPOINT Guidance Plus Software containing an advice module.

1. The investment advice software (“Software”) to be provided to the authorized Plan Participants and Plan beneficiaries (“Users”) under this agreement is provided by Third Party Educational Services, Inc. d.b.a. MasteryPOINT Financial Technologies (“MasteryPOINT”), with the advice component provided to MasteryPOINT by MP Advisory Services, LLC (“MP Advisory Services”). MP Advisory Services is registered with the Securities Exchange Commission as an Investment Advisor under the Investment Advisors Act of 1940. MP Advisory Services provides investment analysis, investment performance data, and mathematical modeling techniques on which the investment advice provided by the Software is based.
2. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services warrants that all analysis and mathematical modeling techniques provided for use in the Software have been developed by itself or by its licensors using reasonable financial assumptions and according to standard industry practices.
3. All parties acknowledge that **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS PROVIDED** by MasteryPOINT or MP Advisory Services to Sponsor or any Users, including but not limited to any warranties to the effect that:
  - a. Any guidance or advice provided will result in investment allocations or investment selections that will meet the specific needs of the Users or
  - b. The Users will not incur investment losses or will lose less than they would have absent use of the Software or
  - c. The Software will enable the Users to realize gains greater than they would have absent use of the Software.
4. All authorized Users of the Software will be required to accept the terms and conditions for use of the Software prior to being able to access the Software. Those terms and conditions state, among other provisions, that:
  - a. except as otherwise required by law, MasteryPOINT and MP Advisory Services will not be liable for any losses or damages (direct, indirect, or punitive) that may result from the Users’ investment decisions or their use of MasteryPOINT Guidance Plus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this agreement shall in any way constitute a waiver of or limitation on any rights which users may have under federal securities laws.
  - b. users understand and acknowledge that any recommendations provided to them through MasteryPOINT Guidance Plus are created by MP Advisory Services and not by their employer, retirement plan sponsor, the service provider for the Plan, or any other entity.
5. Sponsor has selected MasteryPOINT and MP Advisory Services, MP Advisory Services has expressly agreed that it shall be a fiduciary within the meaning of applicable law with respect to any plan and individual user of the Software contemplated under that agreement only with respect to the investment advice provided by the Software. All parties expressly agree that MasteryPOINT is not a fiduciary of the Plan within the meaning of ERISA and shall not be responsible for any breach of fiduciary duty with respect to the Software.
6. Under the agreement between Union Bank and MP Advisory Services and MasteryPOINT, MP Advisory Services has agreed to indemnify and hold harmless Union Bank and the plan sponsor customers of Union Bank from liabilities, losses, claims, damages, and expenses (including reasonable attorney’s fees) resulting specifically from alleged damages that arose due to reliance on the investment advice provided by MP Advisory Services and from alleged damages that arose due to a breach of its fiduciary duty with respect to the investment advice provided through the Software.
7. Other than MP Advisory Services’ potential liability as a fiduciary as stated above, the parties agree that in no event shall MasteryPOINT or MP Advisory Services be liable to Union Bank for any direct, indirect, special, exemplary, punitive, or consequential damages arising out of or in connection with the provision of the Software.

City of Grand Island, Nebraska \_\_\_\_\_, Sponsor

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

RESOLUTION 2016-13

WHEREAS, the City of Grand Island advertised a request for proposal for Administrative Service for Retirement Plans for the Police and Fire Plans; and

WHEREAS, the Police and Fire Pension Committees received and reviewed proposals from vendors; and

WHEREAS, Union Bank and Trust Company is the vendor jointly recommended by the Police and Fire Committees to provide Administrative Services for their Retirement Plans; and

WHEREAS, the contract was reviewed and approved by the legal department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with Union Bank and Trust Company for Administrative Services for the Police Pension Plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 8, 2016	☒ City Attorney