



HUMAN RESOURCES DEPARTMENT  
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR  
Director of Human Resources

**MEMORANDUM**

To: Judge KP George  
Commissioner Vincent Morales  
Commissioner Grady Prestage  
Commissioner Andy Meyers  
Commissioner Ken DeMerchant

From: Kent Edwards,  
Director of Human Resources

Subject: HR Agenda Items for June 25, 2019 Commissioners Court

Date: June 18, 2019

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The following information is a summary of the HR Agenda Items for the June 25, 2019 Commissioners Court.

Consent Agenda Items – Human Resources – Take all appropriate action to add a self-directed brokerage option to the Nationwide 457(b) Fort Bend County Deferred Compensation Plan, and authorize County Judge K.P. George to execute any and all documents necessary to implement this option, including the Nationwide Trust Company FSB 457 Custody Agreement; Schwab Personal Choice Retirement Account (“PCRA”) Omnibus Implementation Sheet; and the Schwab PCRA Plan Trading Menu Establishment form.

Human Resources approves of the proposed item.

Should you have any questions, please do not hesitate to contact me 281/ 341-8631.

KE/ir

**Nationwide Trust Company, FSB  
Nationwide Retirement Solutions  
Client Information Summary & Account Acceptance Checklist**

**Client Information Summary**

|   |   |   |            |
|---|---|---|------------|
| <b>NRS Business Contact:<br/>(Print Name)</b> | Lillian Anderson                            | <b>NRS Business Contact<br/>Phone Number:</b> |            |
| <b>Legal Plan Name:</b>                       | Fort Bend County Deferred Compensation Plan |   |            |
| <b>Entity Number:</b>                         | ██████████                                  | <b>Employer Tax ID:</b>                       | 74-6001969 |
| <b>Mailing Address:<br/>(Street)</b>          | 301 Jackson St., Ste 243                    |   |            |
| <b>Mailing Address:<br/>(City, State Zip)</b> | Richmond TX 77469                           |   |            |

**Primary Authorized Entity Representative:**

|               |                                      |             |              |
|---------------|--------------------------------------|-------------|--------------|
| <b>Name:</b>  | Kent Edwards                         |             |              |
| <b>Phone:</b> | 281-341-8631                         | <b>Fax:</b> | 281-341-8615 |
| <b>Email:</b> | Kent.edwards@fortbendcountytexas.gov |             |              |

**Additional Client Information:**

1) Do you have a copy of the plan document in your office?

Yes    No

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2) Has a member of your firm had a face-to-face meeting with the client?

Yes    No

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3) Is there currently or has there ever been any pending litigation against one of the fiduciaries responsible for the Plan? If yes, explain.

Yes    No

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4) Has the Department of Labor, IRS or any regulatory bodies noted any wrongdoing or potential violations of any fiduciaries of the Plan? If yes, explain.

Yes    No

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5) Is there any information that Nationwide should be aware of before they agree to serve as Trustee or Custodian of this Plan?

Yes    No

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*Please provide information about any non-standard assets, including life insurance, blended accounts, non-NW annuities and any non-standard processing or payroll procedures.*

## Account Acceptance Checklist

### Services provided:

Plan Level Trustee or Custodian       Custodian for SDBA Assets Only

### Documents to Provide to NTC (include with this two page checklist):

| Plan Level Trustee or Custodian  | OR | Custodian for SDBA Assets Only        |
|--|----|---------------------------------------|
| Plan Document <b>(Required)</b>  |    | Custody Agreement <b>(Required)</b>   |
| Administrative Services Agreement <b>(Required)</b>                      |    | Schwab Trading Menu <b>(Required)</b> |
| Custody Agreement <b>(Required)</b>                                      |    |                                       |
| Schwab Trading Menu <b>(If Applicable)</b>                               |    |                                       |
| Annuity Applications & Spec Page <b>(If Applicable)</b>                  |    |                                       |
| Collective Fund Applications/Declaration of Trust <b>(If Applicable)</b> |    |                                       |
| Mutual Fund Applications <b>(If Applicable)</b>                          |    |                                       |
| Life Insurance Documents <b>(If Applicable)</b>                          |    |                                       |

### Asset Information (Required if Plan Level Trustee or Custodian was Selected):

Transferring Plan Assets - \$XXX,XXX.XX

Anticipated Annual Flow - \$XXX,XXX.XX

## Signatures & Final Review

|  |              |
|--|--------------|
| Prepared by:<br><b>(NRS Signature)</b> | Misty Laxton |
| Date of Review:                        | 07/19/2019   |
|  |              |

|  |              |
|--|--------------|
| Reviewed by:<br><b>(NTC Signature)</b> | Paula Miller |
| Date of Review:                        | 8/7/19       |

Nationwide Trust Company, FSB  
457 Custody Agreement  
(The "Agreement")

This Agreement including the Schedule of Investments attached is made and entered into by and between Fort Bend County ("Sponsor") and Nationwide Trust Company, FSB as Custodian ("NTC") pursuant to the Fort Bend County Deferred Compensation Plan ("Plan") to establish the Fort Bend County Deferred Compensation Plan Custodial Account ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Fort Bend County  
Printed Sponsor Name

Paula Miller  
NTC

Sponsor Signature \_\_\_\_\_ Date \_\_\_\_\_

8/7/19  
Acceptance Date

Fort Bend County Judge  
Title

K.P. George  
Printed Name

[Signature]  
Signature \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title

## **ARTICLE I — PURPOSE**

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

## **ARTICLE II — DEFINITIONS**

**Account** — The custodial account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

**Business Day** — A day on which NTC and New York Stock Exchange are both open for business.

**Effective Date** — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

**Employer(s)** — The employer(s) of the Participants in the Plan.

**Funding Vehicle(s)** — As permitted by applicable law, securities held in self-directed brokerage accounts made available by NTC.

**Original Signature** — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

**Participant** — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

**Plan** — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

**Required Format** — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

**Signature** — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

**Successor** — The trustee or custodian appointed by the Sponsor who succeeds NTC.

**Written Instruction(s)** — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.

### **ARTICLE III — THE ACCOUNT**

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a provider to make available a Funding Vehicle for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement.

NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

### **ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC**

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Take all other acts necessary for the proper administration of the Account.

### **ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle. NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

#### **ARTICLE VI — CONTRIBUTIONS NOT RECOVERABLE**

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

#### **ARTICLE VII — ACCOUNT RECORDS AND REPORTS**

NTC or its designee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

#### **ARTICLE VIII — FIDUCIARY RESPONSIBILITIES AND LIABILITIES**

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

## **ARTICLE IX — LIMITATION OF LIABILITY**

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

## **ARTICLE X — RELIANCE ON COUNSEL AND INDEMNIFICATION**

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;  
NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

## **ARTICLE XI — NTC'S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

## **ARTICLE XII — NTC'S COMPENSATION AND EXPENSES**

NTC's compensation for the ordinary services provided under this Agreement shall be included in and paid from the overall fees and charges assessed by the Plan's third party administrator. NTC will receive

additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

The Funding Vehicle provider ("Provider") may assess trading commissions or other fees in accordance with the procedures established by the Provider. Such fees will be assessed against participant accounts and are not the responsibility of NTC.

#### **ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

#### **ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

#### **ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

#### **ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

#### **ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not preempted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

#### **ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

#### **ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

#### **ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

#### **ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

#### **ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

**Schedule of Investments  
("Investment Authorization")**

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

Schwab PCRA Self-Directed Brokerage Option



7. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
8. **Texas Government Code Chapter 2270.** By signature below, as required by Chapter 2270 of the Texas Government Code, NTC hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
9. **Texas Government Code Section 2251.152 Acknowledgment.** By signature below, NTC represents pursuant to Section 2252.152 of the Texas Government Code, that NTC is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
10. **Conflict.** In the event there is a conflict between this Addendum and Agreement, this Addendum controls to the extent of the conflict.
11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments/exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

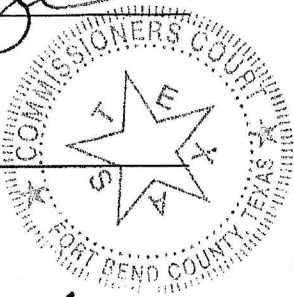
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**FORT BEND COUNTY**

KP George  
KP George  
County Judge

7-12-19  
Date



ATTEST:

Laura Richard  
Laura Richard, County Clerk

7-12-19  
Date

**NATIONWIDE TRUST COMPANY, FSB**

Paula Miller  
NTC Trust Officer - Signature

Paula Miller  
NTC Trust Officer - Printed Name

Chief Trust Officer  
Title

8/7/19  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor



# Schwab Personal Choice Retirement Account® (PCRA) Omnibus Implementation Sheet

www.schwab.com | 1-800-231-2855

**Plan Information** (Please check one.)

Trustee  Custodian

Name: Nationwide Trust Company

Attach evidence of Trustee/Custodian agreement with the Plan.

**Independent Recordkeeper (IR) and Plan Information**

|   |  |             |                   |
|---|--|-------------|-------------------|
| IR ID   | Plan Name<br>Fort Bend County Deferred Compensation Plan |             |                   |
| Plan Address<br>301 Jackson St., Suite 243  | City<br>Richmond   | State<br>TX | Zip Code<br>77469 |
| Contact Name<br>Kent Edwards  | Contact Phone<br>(281) 341-8631                          |             |                   |
| Plan Year-End<br>12/31  | Plan Tax ID Number<br>[REDACTED]                         |             |                   |
| Date Plan Established (mm/dd/yyyy)<br>01/01/1982  |  |             |                   |
| Type of Plan<br><input type="checkbox"/> Profit Sharing <input type="checkbox"/> Money Purchase <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(b)<br><input checked="" type="checkbox"/> 457b <input type="checkbox"/> 457f <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Other (specify) _____ |  |             |                   |
| Link to Existing Schwab Master Accounts (provide FA or SL number):  |  |             |                   |

|   |                            |
|---|----------------------------|
| FA Master (New)                                     |                            |
| Upload Master<br>[REDACTED]                         |                            |
| Cash In/Cash Out<br>[REDACTED]                      |                            |
| EAO Login ID/Internal Contract Number<br>[REDACTED] | EAO Password<br>[REDACTED] |

**Plan Features**

Electronic Account Opening (EAO) (Please check one):

Yes  No

**Your Consent to Enroll in Schwab's Cash Features Program**

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Schwab Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

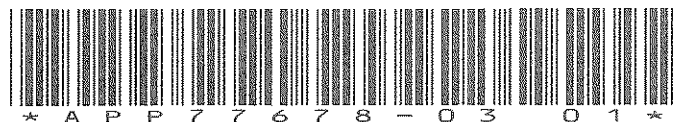
You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Schwab Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

Please note: Participants in 403(b) retirement plans will be placed in the Schwab Government Money Fund™ (SWGXX). If this is a 403(b) plan, you instruct and direct Schwab to include this fund.



**Allowance of Investment Advisor (IA) and Deduction of IA Fees**

1. Do you wish to allow the delegation of trading authority to an Investment Advisor or a Third Party?

- Yes. By executing a Schwab PCRA Limited Power of Attorney (LPOA) for an Investment Advisor or for a Third Party, Participant may grant authority to an Investment Advisor who has a relationship with Schwab or to a Third Party to trade in the Participant's PCRA.
- No. Not permitted under this Plan.

2. Do you wish to allow the deduction of fees from the Participant's PCRAs for an Investment Advisor who has a relationship with Schwab?

- Yes.
- No. IA fees are not to be taken from Participant's PCRAs.

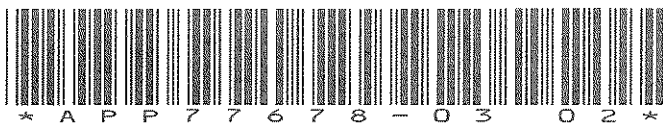
**Trading Menu**

Please complete the Schwab PCRA Plan Trading Menu Establishment form attached.

This Agreement, as it pertains to the Recordkeeper, may be delivered via facsimile or otherwise scanned and delivered to Schwab. By signing below, you acknowledge and agree that this Agreement and any such scanned signatures will be treated as, and are just as binding as, an original copy.

**Signature and Acknowledgment****X**   
IR SignatureGlenn Stephenson  
Print NameJuly 19, 2019  
DateAuthorized party?  Yes  No

Fax to PCRA Operations: 1-877-535-3403.



# Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment

Complete each section below to indicate the securities<sup>1</sup> that PCRA Participants have the ability to trade. These selections create the PCRA Trading Menu and apply to any PCRA associated with the Plan.

The Trustee(s)/Custodian(s) and/or Plan Sponsor authorize Schwab to allow any Participant who completes a **Schwab PCRA Limited Power of Attorney (LPOA) for Participant** form to make trades in the Participant's PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed to restrict the sale by the Trustee(s)/Custodian(s) and/or Plan Sponsor. The Trustee(s)/Custodian(s) and/or Plan Sponsor acknowledge that they are responsible for determining whether any of the investments selected below (including any employer securities) are permissible under the terms of the Plan, the Internal Revenue Code (the "Code"), or the Employee Retirement Income Security Act of 1974 ("ERISA") and that Schwab shall have no responsibility or liability with respect to such determination. Please note that, generally, 403(b) contributions can only be invested in SEC-registered fund shares.

**Trading restrictions.** PCRA's may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts, or short sales. If specifically allowed by a Participant's retirement plan, a Participant may be able to write covered calls and buy protective puts. A Participant should complete a **Schwab Personal Choice Retirement Account (PCRA) Options Application—Participant** form to be approved to trade options.

At the time of conversion to the Schwab platform, securities in Participant accounts will be reviewed solely for the purpose of confirming if such securities are able to be held and traded on the Schwab broker-dealer platform. In addition, once assets have transferred, Schwab shall also review all securities solely to confirm that such securities are consistent with the authorization and direction from the Plan Sponsor via the Plan Trading Menu.

**Note:** From time to time, securities may change characteristics, which could change the availability of the asset within your Plan. Schwab has no obligation to review or monitor securities' classification following the initial review at conversion.

**A. Taxable Mutual Funds:**

- All except those listed in Section I
- Schwab Mutual Fund OneSource®/Schwab Funds® only<sup>2</sup>
- None except those listed in Section I

**B. Tax-Exempt Mutual Funds:**

- All except those listed in Section I
- Schwab Mutual Fund OneSource/Schwab Funds only<sup>2</sup>
- None except those listed in Section I

**C. Equities:** (To include foreign securities that trade over-the-counter, you must select "All except those listed in Section I" below and under Section G.)

- All except those listed in Section I
- Listed only<sup>3</sup>
- Listed and NASDAQ market securities only<sup>4</sup> (Selecting this will exclude all foreign securities on other exchanges, including over-the-counter securities.)
- Exchange-traded funds (ETFs) only<sup>5</sup>
- Schwab ETF OneSource™ funds only<sup>5</sup>
- Closed-end mutual funds only
- ETFs and closed-end mutual funds
- None except those listed in Section I

**D. Publicly Traded Limited Partnerships:**<sup>6</sup> (Please read important

- footnote on the next page.)
- All except those listed in Section I
- None except those listed in Section I

**E. Taxable Fixed Income:**<sup>7</sup>

- All except those listed in Section I
- None except those listed in Section I
- Certificates of deposit (CDs) only

**F. Tax-Exempt Fixed Income:**

- All except those listed in Section I
- None except those listed in Section I
- Treasuries only

**G. Foreign Securities:**<sup>8</sup>

- All except those listed in Section I
- None except those listed in Section I

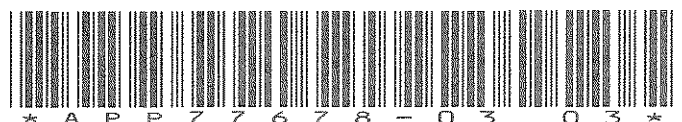
**H. Options:** (Options trading is limited to writing covered calls and buying protective puts.)

- Yes. Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's. **Note:** All parties with trading authority must complete a separate Schwab options application.
- No. Options trading is not permitted.

**I. Please list all exceptions below.** If you have more than four exceptions, please attach an additional sheet.

Please check whichever applies.

| Fund/Security Description | CUSIP Number | Symbol | Please check whichever applies. |                          |
|---------------------------|--------------|--------|---------------------------------|--------------------------|
|                           |              |        | Permitted                       | Not Permitted            |
| _____                     | _____        | _____  | <input type="checkbox"/>        | <input type="checkbox"/> |
| _____                     | _____        | _____  | <input type="checkbox"/>        | <input type="checkbox"/> |
| _____                     | _____        | _____  | <input type="checkbox"/>        | <input type="checkbox"/> |
| _____                     | _____        | _____  | <input type="checkbox"/>        | <input type="checkbox"/> |



I certify under penalties of perjury that: (1) the Taxpayer Identification Number shown on this application is correct, (2) the Plan is not subject to backup withholding due to failure to report interest and dividend income, (3) the Plan is a U.S. person, and (4) the Plan is exempt from FATCA reporting. I understand that if I have been notified by the IRS that the Plan is subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

### Signature and Date Required

X  
Plan Sponsor Signature

K.P. George

Print Name

Fort Bend County Judge

Title

7-12-19

Date

Fax to PCRA Operations: 1-877-535-3403.

<sup>1</sup>If company is publicly traded, most companies will restrict the trading of employer stock inside a PCRA. Note: Schwab cannot monitor PCRA's for insider trading.

<sup>2</sup>Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee will be charged on redemption of funds (except certain Schwab Funds) bought through Schwab's Mutual Fund OneSource program (and certain other funds) with no transaction fee and held for 90 days or less. Schwab reserves the right to exempt certain funds from this fee, including Schwab Funds, which may charge a separate redemption fee, and funds that accommodate short-term trading.

<sup>3</sup>Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), NYSE Amex Equities, and other exchanges (excludes the NASDAQ Stock Market, Inc. [NASDAQ] and over-the-counter [OTC] securities).

<sup>4</sup>Securities that are not available to trade include pink sheets, OTC securities, and Bulletin Board stocks.

<sup>5</sup>Conditions apply: Trades in ETFs available through Schwab ETF OneSource™ (including Schwab ETFs™) are available without commissions when placed online through a Schwab account. Service charges apply for trade orders placed through a broker (\$25). An exchange-processing fee applies to sell transactions. Certain types of Schwab ETF OneSource transactions are not eligible for the commission waiver, such as short sells and buys to cover (not including Schwab ETFs). Schwab reserves the right to change the ETFs we make available without commissions. All ETFs are subject to management fees and expenses. Please see the *Charles Schwab Pricing Guide for Retirement Plan Accounts* (the "Pricing Guide") for additional information.

Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. Shares are bought and sold at market price, which may be higher or lower than the net asset value (NAV).

Charles Schwab & Co., Inc. receives remuneration from third-party ETF companies participating in Schwab ETF OneSource for recordkeeping, shareholder services, and other administrative services, including program development and maintenance. Third parties are not affiliated with Schwab. Schwab makes no representation about the accuracy of the information provided by them or its appropriateness for any given situation.

Schwab ETFs are distributed by SEI Investments Distribution Co. (SIDCO). SIDCO is not affiliated with Charles Schwab & Co., Inc. Learn more at [schwab.com/schwabETFs](http://schwab.com/schwabETFs).

<sup>6</sup>Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded limited partnership and any security (which may include certain ETFs, royalty trusts, and other possible securities) that reports income via a Schedule K-1 Form and, as a result, could generate Unrelated Business Taxable Income (UBTI).

<sup>7</sup>Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.

<sup>8</sup>Restricting foreign securities does not include American Depositary Receipt (ADR) securities and foreign securities traded on a domestic equity market, but does restrict the purchase of non-ADR foreign securities available on the U.S. OTC market. Some foreign securities may be subject to additional foreign tax withholding requirements, including ADRs and foreign securities traded on a domestic market.





# Cash Features Program General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of your Account Agreement, your Account Agreement will control.

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|--|--|
| <b>How the Cash Features Program Works</b>           | Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the Free Credit Balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.  |
| <b>Available Cash Feature</b>                        | <p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> <li>▪ Interest payments by Schwab on the Free Credit Balance in your eligible account (the "Schwab One® Interest feature");</li> <li>▪ Interest-bearing Deposit Accounts at our affiliated bank, Schwab Bank (the "Bank Sweep feature," which consists of the "Schwab Bank Sweep feature" and the "Schwab Bank Sweep for Benefit Plans feature"); and</li> <li>▪ For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").</li> </ul>  |
| <b>Eligibility</b>                                   | Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.   |
| <b>Duty to Monitor Eligibility for Cash Features</b> | It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.  |
| <b>Interest Rates and Yields</b>                     | <p>The interest rates and yields for the different cash features vary over time. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/cash">www.schwab.com/cash</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> <li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We may seek to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall Household Balance of your account(s).</li> <li>▪ The interest rate on the Schwab Bank Sweep feature is set by Schwab Bank, which may seek to pay as low a rate as possible consistent with its views of competitive necessities. With certain exceptions, the rate will be tiered based upon account type and the overall household value of your account(s) with Schwab and Schwab Bank.</li> <li>▪ The interest rate on the Schwab Bank Sweep for Benefit Plans feature is set by Schwab Bank, which intends to pay interest consistent with reasonable rate provisions of applicable legal and regulatory authority. Interest rates do not vary by tiers and do not vary based on householding of assets.</li> </ul> |

**Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**

|   |  |
|---|--|
| <p><b>Interest Rates and Yields</b><br/>(Continued)</p> | <ul style="list-style-type: none"> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>   |
| <p><b>Benefits to Schwab</b></p>                        | <p>We may charge fees and receive certain benefits under the different cash features. A portion of these fees and benefits may be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>  |
| <p><b>Differing Risks and Account Protection</b></p>    | <p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free Credit Balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep feature, which includes the Schwab Bank Sweep feature and the Schwab Bank Sweep for Benefit Plans feature, is not subject to market risk and value loss but is subject to the risk of Schwab Bank's failure. In the unlikely event that Schwab Bank fails, deposits at Schwab Bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at Schwab Bank outside of the Bank Sweep feature. <b>You are responsible for monitoring your bank balances in the Bank Sweep feature and the balances in any of your other bank accounts at Schwab Bank to determine if these, in total, exceed FDIC insurance limits. Monies held in the Bank Sweep feature are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul> |

**Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nationwide  
 Columbus, OH United States

**Certificate Number:**  
 2019-508655

**Date Filed:**  
 06/24/2019

**Date Acknowledged:**  
 06/25/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

0035410001  
 457(b) Deferred Compensation provider

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Moreno, Louis            | Boca Raton, FL United States             |                                       | X            |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)