

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**FEBRUARY 21, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – RETIREMENT PLAN BENCHMARKING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a professional services agreement with Kelley Investment Advisory Services, Omaha, Nebraska to benchmark the City's current retirement plans in an amount not to exceed \$7,500.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding for these services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On April 3, 2001, the City Council designated the ICMA-RC as the City's plan administrator for the police and civilian 401(a) plans, as well as a 457 (b) voluntary salary deferral plan option for all municipal employees. On June 19, 2001, the City Council approved the Administrative Services Agreement and documents necessary to move the Plan to ICMA-RC (now Mission Square Retirement). Since 2001, the Plan has operated under that agreement.

In order to ensure that the retirement plan fees are competitive, it is necessary to benchmark our current plan provider against others. Benchmarking is a best practice to ensure rates stay competitive and in the best interest of the plan participants.

Three (3) quotes were received from reputable and referred Advisory groups. Staff recommends Nick Kelley from Kelley IAS as the lowest responsible provider for the service. He is local, has 30+ years of experience and has worked with the city previously.

The following are the quotes received:

- Advanced Capitol Group - \$10,000
- Hub International - \$7,500
- Kelley Investment Advisory Services - \$7,500

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KELLEY INVESTMENT ADVISORY SERVICES, OMAHA, NEBRASKA TO BENCHMARK THE CITY'S RETIREMENT PLAN IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that benchmarking our current retirement plan is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for these services; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve a professional services agreement with Kelley Investment Advisory Services, Omaha, Nebraska to benchmark our current retirement plan in an amount not to exceed \$7,500.00

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

February 15, 2023

Wendy Lowery  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Dear Wendy,

As requested I am providing you a written statement in regards to my fee for providing services to the City's retirement plan.

**Request for Proposal**

As discussed during our meeting, I am a member of Retirement Plan Advisory Group (RPAG). RPAG is the industry leader in providing retirement plan advisors the tools and resources necessary to provide elite services to retirement plan sponsors and participants.

RPAG maintains an RFP and benchmarking department committed solely to performing provider searches. By leveraging RPAG's intellectual capital and robust consulting tools, Kelley Investment Advisory Services can lead plan sponsors through the benchmarking process — from the initial proposal requests to the final analysis, and even conversion management assistance (if and when warranted).

The source of data utilized to benchmark plan fees, services and investments is proprietary—developed and maintained in-house by full-time provider research analysts. Ultimately, the final report output documents whether current fees, services and investments are competitive with the marketplace, which helps plan fiduciaries meet their responsibilities as set forth by ERISA.

As discussed during the meeting, my fee is \$5,000 to complete the RFP if all of your plans can be included in one RFP (I believe that will be the case). Otherwise, if I need to complete an RFP for the police plan separately, the fee will be \$7,500 total for both RFP's. In order to complete the RFP's, I will need you to provide Mission Square with the authorization letter that I left with you so that I can have Mission Square provide the plan demographics for the RFP.

As discussed, after the RFP is completed, if you decide to engage my services ongoing, I will waive the RFP fee and it will be included in my ongoing advisory fee.

Attached is my Investment Advisory Agreement. It has not been fully completed. It will be fully completed appropriately when it has been decided to engage my services.

I partially completed the agreement to show you the services that I would be providing for this project.

For a project only RFP the “Plan Search Support/Vendor Analysis” box on page 11 is checked. Then, on page 13, the “One-time Fee of \$5,000 for Project-Specific work” section is checked and completed. This will be changed if more than one RFP is required.

Please let me know if you have any questions.

Thanks.

Sincerely,

Nick

F. Nicholas Kelley, AIF, CLU

FNK/mtf

## 3(21) INVESTMENT ADVISORY AGREEMENT

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THIS INVESTMENT ADVISORY AGREEMENT is made on the Effective Date identified below by and between Global Retirement Partners, LLC ("Advisor"), doing business as Kelley Investment Advisory Services, and the entity shown on Appendix A attached hereto ("Client"), with reference to the following:

The Sponsor named on Appendix A sponsors and maintains a retirement plan ("Plan"). Client is responsible for designating investment alternatives available to participants for the investment of their individual accounts under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties. The type of Plan is specified on Appendix A.

Advisor is a Registered Investment Adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and is willing to render advisory and other services under the terms and conditions of this Agreement through its advisory representatives ("Advisory Representatives"). Advisory Representatives are named in Appendix A.

In connection with and in discharge of its duties with respect to the Plan, Client desires to engage the services of Advisor and the Advisory Representative for the purposes specifically set forth below.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, Client and Advisor agree as follows:

### 1. Appointment of Advisor

**Investment Advisor.** Client hereby engages Advisor and the Advisory Representative to provide the investment advisory and other services described by this Agreement. Client and Advisor agree and acknowledge that (a) Advisor and the Advisory Representative shall act in a solely advisory capacity and shall not have or exercise any discretionary authority or discretionary control respecting management or the investment of the assets of the Plan, and (b) Advisor and the Advisory Representative will not be responsible for investment decisions made by the Plan participants with respect to the investment of their individual accounts.

### 2. Services—See Appendix B

### 3. Term

The term of this Agreement shall commence on the Effective Date set forth below, and shall continue unless and until terminated by either party on not less than thirty (30) days written notice to the other party.

### 4. Termination of Agreement

This Agreement may be terminated by either party upon providing written notification to the other party. If the effective date of termination of this Agreement occurs during the quarter in which the notice of termination is given and is other than the last day of a calendar quarter for which Advisor has

received payment, Advisor shall be entitled to fees in connection with the services provided hereunder for the period to such termination. Client will be responsible for a pro rata portion of its quarterly fee for such additional period. Any such additional fee shall be paid concurrently with the notice of termination if given by Client and within five (5) business days following the notice of termination by Advisor. The termination of this Agreement shall not affect provisions of this Agreement relating to the arbitration of disputes, the validity of any action taken before termination, or liabilities for actions taken prior to termination.

## **5. Compensation**

Advisor shall be paid for services by the party and in the manner selected in Appendix C. Advisor will not charge a termination fee for early termination of this Agreement, but certain fees or adjustments may apply upon the sale or other termination of investments made by the Plan. Please review the prospectus or other offering documents that apply to the investments made by your Plan.

Client agrees and acknowledges that it has received a copy of this Agreement and Appendix C for review reasonably in advance of entering this Agreement. This Agreement together with Appendix B and Appendix C describes the services to be provided by Advisor and Advisor's compensation for services under this Agreement.

## **6. Acknowledgements, Representations, Warranties and Disclosures of Client**

- (a) Client acknowledges that (i) it has selected the investment(s) and investment manager(s) to be held by or offered under the Plan, and (ii) Advisor is acting in an advisory capacity only and has no discretion over the investments held by or offered under the Plan.
- (b) Client acknowledges that Client (or if required by the Plan, the Plan's participants) is solely responsible for the voting of proxies and exercise of other shareholder rights with respect to securities held by the Plan and Advisor does not provide any advice with respect to such matters.
- (c) Client has been advised by Advisor that investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost. Client acknowledges that (i) Advisor does not warrant or guarantee any level of performance by any of the investments or that any investment will be profitable over time, (ii) the Plan and its participants are assuming the market risk involved in the investment of Plan assets, and (iii) past investment performance does not necessarily guarantee any level of future investment performance.
- (d) Notwithstanding any other provision of this Agreement, neither Advisor nor your Advisory Representative may provide any investment or other advice with respect to (i) assets of the Plan that may be invested in stock issued by the plan sponsor, (ii) a self-directed brokerage option that permits participants the opportunity to allocate some or all of their participant accounts to other investments, or (iii) with respect to whether to continue such investments as a part of the Plan.
- (e) Client represents and warrants that Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. Client represents and warrants that it

is a fiduciary of the Plan with authority to select the Plan's other service providers and the Plan's investments, and Client has responsibility to determine whether the Plan's service arrangements including compensation paid by the Plan is reasonable.

- (f) Client acknowledges that the Plan will pay fees and expenses in connection with the Plan's investment transactions, which will be in addition to the Advisor's fees. If the Plan invests in mutual funds, the fee table that is located in the summary section at the front of each mutual fund prospectus describes fees and expenses paid from a mutual fund's assets, including its total annual operating expenses. If the Plan purchases a variable annuity contract or other insurance product ("insurance product"), the total annual operating expense of each variable investment option provided under an insurance product, and all other charges, fees, or penalties that may be imposed in connection with the purchase, holding, exchange or termination of the insurance product are described in disclosure materials provided by the insurance company issuer for your review. The Advisory Representative may provide copies of mutual fund prospectus and insurance company disclosure materials to Client before Client selects a mutual fund or insurance product, and will obtain and provide additional copies on the Client's request.
- (g) Client represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client and Plan, enforceable in accordance with its terms.
- (h) Client acknowledges and agrees that Client is required to provide Advisor with current statements of investment holdings and such other information as Advisor may reasonably require in performing services under this Agreement. Client agrees to coordinate as needed with the Plan's other service providers (e.g., trustee or custodian, record keeper and/or investment provider) to provide (or provide Advisor access or authorization to access) such statements and other information to Advisor. Client agrees that Advisor may rely on all financial and other information provided or to be provided to Advisor by Client or any of the Plan's other service providers to enable Advisor to perform services under this Agreement as true, correct and complete in all material respects. Client further acknowledges that Advisor's performance of services including without limitation the delivery of reports to Client depends upon Advisor's timely receipt of all required information and that Advisor is not responsible for verifying the accuracy of the financial and other information provided by Client or any other of the Plan's service providers. Client agrees to promptly notify Advisor in writing of any material change in the financial and other information provided to Advisor and to promptly provide any such additional information as may be requested by Advisor. Further, Client represents and warrants that the information provided on Appendix A with respect to the Sponsor, Client and Plan is accurate and correct. Client shall notify Advisor immediately of any change to Client and Plan information provided on Appendix A.
- (i) Client acknowledges that Advisor shall not, and cannot, provide legal, accounting or tax advice to Client or the Plan. Client is responsible to maintain the Plan in compliance with applicable qualification requirements of the Internal Revenue Code and Advisor shall have no responsibility for such matters. Client agrees to seek the advice of its legal advisor as to matters that might arise relating to the operation and administration of the Plan.
- (j) Client acknowledges that Client is solely responsible for the administration of the Plan in accordance with applicable law and regulation.

(k) Receipt of Disclosure Statement: Client acknowledges receipt of Advisor's Brochure (Part 2A and 2B of Form ADV) prior to or contemporaneously with execution of this agreement and understands that this agreement may be terminated without penalty within five (5) business days after entering this Agreement.

## 7. Representations, Warranties and Disclosures of Advisor

- (a) Advisor represents and warrants that (i) Advisor is registered as an investment adviser under the Advisers Act and shall maintain such registration through the term of this Agreement, and (ii) all personnel assigned by Advisor to render services hereunder shall be appropriately licensed as required by law.
- (b) Advisor represents and warrants that it has no material affiliation or contractual relationship with any other party in the selection of the investment options under the Plan.
- (c) Advisor represents and warrants that Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (d) Advisor represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.

## 8. Standard of Care; Limits on Liability

- (a) In performing its duties hereunder, Advisor will act in a manner consistent with the requirements of a fiduciary under ERISA charged with performing the duties specified in this Agreement. Accordingly, Client acknowledges that the sole standard of care imposed on Advisor and its agents hereunder is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.
- (b) Client agrees that the only responsibilities of Advisor hereunder are to render the services described by this Agreement, and Advisor shall have no other responsibility with respect to Client or the Plan. Neither Advisor nor any "person associated with" Advisor, as such term is defined in Section 202(a)(17) of the Advisers Act, shall have the authority to take custody or possession of any assets of the Plan.
- (c) Advisor will not be subject to any claim arising from any act or failure to act of Sponsor, Client, any other representative of the Plan, any employee or agent of the Sponsor, any other service provider to the Plan, or any participant under the Plan, or any failure of Sponsor, Client or any other representative of the Plan (or any of their employees or agents), or any other service provider to the Plan, to comply with any of its obligations relating to the Plan. Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its duties hereunder, in the absence of negligence, intentional misconduct or material breach of Agreement on the part of Advisor.



- (d) Sponsor (and to the extent permitted by applicable law, the Plan) shall indemnify Advisor, and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's acknowledgements, representations and warranties under Section 6 or other failure to comply with its obligations under this Agreement, and (ii) any action taken or failed to be taken by Sponsor, Client or any other representative of the Plan (or any of their employees or agents), or any other service provider to the Plan, in connection with the operation or administration of the Plan (including without limitation, the selection or retention of investments, investment managers or investment providers not recommended by Advisor) in the absence of Advisor's negligence, intentional misconduct or material breach of this Agreement.
- (e) The provisions of this Section 8 shall survive termination of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall operate as a waiver or limitation of the Plan's rights under federal or state securities laws.

## 9. Custody

All Plan assets will be maintained by a designated custodian selected by the Client. Advisor will not act as custodian for any Plan assets and will not take possession of cash and/or securities of the Plan. Advisor will not be liable to Client for any act, conduct or omission by the custodian.

## 10. Non-Exclusive Services; Relationship of Parties

Client understands that Advisor and its affiliates and agents, including its Advisory Representatives, perform, among other things, brokerage and investment advisory services for other clients, including other plans. Client recognizes that Advisor or any of its affiliates or agents including its Advisory Representatives may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as the Plan) which may differ from advice given, or in the timing and nature of action taken, with respect to Client and the Plan. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates or agents including its Advisory Representatives, any obligation to advise Client with respect to the Plan in the same manner as Advisor (or any of its affiliates or agents including its Advisory Representatives) may advise any other clients. Client also acknowledges that Advisor (and its affiliates and agents including its Advisory Representatives) may, by reason of its other activities as described above from time to time acquire confidential information. Client acknowledges and agrees that Advisor (and its affiliates and agents including its Advisory Representatives) are not permitted to divulge to Client or any other party, or to act upon, any such confidential information in providing services under this Agreement.

Client acknowledges that certain Advisory Representatives of Advisor may engage in outside business activities that are not supervised by the Adviser such as (without limitation) providing consulting, administration, recordkeeping or similar services with respect to retirement plans. Client acknowledges and agrees that Advisor (i) does not endorse or recommend any Advisory Representative to provide services to Client or the Plan that are not within the scope of and subject to this Agreement, and (ii) is not responsible for and does not supervise any Advisory Representative with respect to any such

outside business activities. If Client engages the Advisory Representative to provide services other than the services described by this Agreement and Appendix A, Advisor shall not supervise such services and shall have no responsibility for the Advisory Representative's provision of such services.

## **11. Expenses**

Advisor shall be entitled to reimbursement of any reasonable and necessary expenses incurred by it at the request of Client in the performance of its duties hereunder promptly upon presentation of invoices. In the event of any litigation involving the Plan, Client shall reimburse Advisor for all costs of providing records, preparing reports and preparing for and providing testimony in such litigation, including the reasonable compensation of its employees in performing such functions, whether or not Advisor is a party to such action. This provision shall survive termination of this Agreement.

## **12. General Provisions**

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between Client and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other. In addition, this Agreement shall supersede all previous Agreements between the Client and Advisor with respect to matters herein.
- (b) **Amendments.** Advisor may propose to amend this Agreement by written notice to Client, and Client will be deemed to agree and the amendment will be effective, unless Client objects in writing within thirty (30) days of receipt of such notice. No other modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent federal law preempts state law.
- (d) **Nonassignability; Binding Effect.** Neither party to this Agreement may assign nor delegate any rights or obligations hereunder without first obtaining the written consent of the other, but this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- (e) **Notice.** All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed. Notices shall be delivered to the following addresses:

If to Advisor:      Global Retirement Partners, LLC  
Attn.: Compliance Officer  
4340 Redwood Highway, Suite B60  
San Rafael, CA 94903  
(415) 526-2750 phone  
(415) 492-1229 facsimile



If to Client: Address as indicated in Appendix A

A copy of any notice to the Advisor shall also be sent to the Advisory Representative at the address on Appendix A.

- (f) **Advice of Counsel.** Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his or their independent advisors, and that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.
- (g) **Interpretation.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.
- (h) **Arbitration.** In the event of a dispute arising from or relating to this Agreement or a breach thereof, the parties agree to try in good faith to resolve the dispute through direct discussions. If such direct discussions do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate before resorting to arbitration. If they are unable to resolve the dispute through mediation, within sixty (60) days from the date notice is first given by one party to the other as to the existence of such a dispute, they agree to submit to resolution by arbitration before a panel of independent arbitrators and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate. Such arbitration shall be binding and final, the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. This provision survives termination of this Agreement.

The Parties have caused this Agreement to be signed by their duly authorized representatives as of  
[May 20, 2021] (the "Effective Date").

<b>Authorized Signer for Named Plan Fiduciary</b>		<b>Investment Advisor Representative</b>
Signature:	Signature:	
Print Name:	Print Name: <u>F. Nicholas Kelley</u>	
Company Name:	DBA: <u>Kelley Investment Advisory Services</u>	
Address:	Address: <u>17110 Marcy Street, Suite 104</u>	
City, ST Zip:	City, ST Zip: <u>Omaha, NE 68118</u>	
Email:	Email: <u>nick@kellyias.com</u>	
Date:	Date:	
<b>Authorized Signer for Named Plan Fiduciary (Complete only if second signature required)</b>		
Signature:	Signature:	
Print Name:	Print Name:	
Company Name:	DBA:	
Address:	Address:	
City, ST Zip:	City, ST Zip:	
Email:	Email:	
Date:	Date:	
<b>Authorized Signer for Named Plan Fiduciary (Complete only if third signature required)</b>		
Signature:	Signature:	
Print Name:	Print Name:	
Company Name:	DBA:	
Address:	Address:	
City, ST Zip:	City, ST Zip:	
Email:	Email:	
Date:	Date:	
<b>RIA Acceptance</b>		



## APPENDIX A

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**Plan Name:** \_\_\_\_\_

**Named Plan Fiduciary (Client):** \_\_\_\_\_

**Plan Sponsor Name:** \_\_\_\_\_

**Plan Sponsor Address/** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Plan Tax ID:** \_\_\_\_\_

**List All Authorized Signers,** \_\_\_\_\_

**POAs, or anyone with discretion** \_\_\_\_\_

**over the plan:** \_\_\_\_\_

**(attach separate page as needed)** \_\_\_\_\_

**Plan Type:** **Please Specify** \_\_\_\_\_

**Vendor/Provider Name:** \_\_\_\_\_

**Advisory Representative:** F. Nicholas Kelley \_\_\_\_\_

\_\_\_\_\_

**Advisory Representative Address:** 17110 Marcy Street, Suite 104 \_\_\_\_\_

**(Include Phone and Email)** Omaha, NE 68118 \_\_\_\_\_

### Internal Use - To be Completed by IAR

Estimated Plan Participants as of the effective date of the agreement: \_\_\_\_\_

Total Estimated Plan Assets as of the effective date of the agreement: \_\_\_\_\_



## APPENDIX B - SERVICES

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### **Investment Advisory Services (Select all that apply)**

**Investment Policy Statement.**

Advisor will prepare an initial draft investment policy statement ("IPS") for the Plan, including investment objectives, policies, and constraints consistent with the Plan's requirements and provide an annual review of the IPS. Client is responsible for reviewing and adopting the IPS, and updating the IPS to reflect changes in the Plan and investments of the Plan from time to time. Advisor provides no assurances that the Plan will achieve the investment objectives in the IPS.

**Ongoing Investment Selection and Recommendations.**

Advisor will review the Plan's investments and recommend investment manager(s) and investment(s) consistent with the requirements of the Plan's IPS as adopted by Client. Advisor will assist Client to implement the Plan's investment program solely upon Client's direction. Advisor will recommend, for consideration and selection by Client, investment replacements if an existing investment is no longer suitable as an investment option.

**Ongoing Investment Monitoring.**

Advisor will perform ongoing monitoring of investment options in relation to the criteria provided by the Client to the Advisor.

**Non-Discretionary Model Portfolios.**

Advisor will recommend, for consideration and approval by Client, (i) asset allocation target-date or risk-based model portfolios for the Plan to make available to Plan participants, (ii) funds from the line-up of investment options chosen by the Client to include in such model portfolios.

**Performance Reports.**

Advisor will prepare periodic reports reviewing the performance of all Plan investment options, as well as comparing the performance thereof to benchmarks with Client. The information used to generate the reports will be derived directly from information such as stated provided by Client, investment providers and/or third parties.

*Agreed Upon Plan Reviews (Annually):*

*Quarterly*

*Semi-Annually (  1Q&3Q or  2Q&4Q)*

*Annually*

**Consulting Services (Select all that apply)**

**Service Provider Liaison.**

Advisor shall assist the Plan by acting as a liaison between the Plan and service providers, product sponsors and/or vendors. In such cases, Advisor shall act only in accordance with instructions from the Client on investment or Plan administration matters and shall not exercise judgment or discretion.

**Education Services to Plan Committee.**

Advisor will provide education, training, and/or guidance for the members of the Plan Committee with regard to plan features, retirement readiness matters, or duties and responsibilities of the Committee, including education with respect to fiduciary responsibilities.

**Participant Enrollment.**

Advisor will assist Client in enrolling Plan participants in the Plan, including conducting an agreed upon number of enrollment meetings. As part of such meetings, Advisor will provide participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of preretirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan.

***Agreed Upon Enrollment Meetings (Annually):*** \_\_\_\_\_

**Participant Education.**

If the Plan is participant-directed, Advisor may provide investment education and information to participants as agreed from time to time, including in-person group sessions and printed education materials (which may include posters, payroll stuffers, and emails) and other similar services.

Advisor Representative may provide investment advice to individual participants upon request. If providing participant advice, each participant must complete a Participant Investment Advisory Agreement providing the relevant financial information for the advisor to make informed recommendations. The Advisor will not charge an additional fee to participants for this service. With respect to the extent of the investment advice provided under the Participant Investment Advisory Agreement, GRP and IAR each acknowledge that it is a fiduciary.

***Agreed Upon Education Meetings (Annually):*** \_\_\_\_\_

**Provide a Comprehensive Wellness Program.**

**Plan Search Support/Vendor Analysis.**

Advisor will assist Client with the preparation of requests for proposals, evaluation of proposals and bids, and interviews of investment providers (e.g., insurance or brokerage firms or mutual fund complexes offering plan recordkeeping and investment services) and/or other plan service providers, as requested by Client, from time to time. Advisor will assist Client with conversions between investment providers and other plan service providers. In performing service provider search support services, Advisor acts in a solely advisory capacity; Client shall be responsible for selecting the Plan's investment platform provider and other plan service vendors and determining whether their compensation is reasonable.



**Benchmarking Services.**

Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

**Assistance Identifying Plan Fees.**

Advisor will assist Client in identifying the fees and other costs borne by the Plan for, as specified by Client, investment management, recordkeeping, participant education, participant communication and/or other services provided with respect to the Plan.

## APPENDIX C – FEE SCHEDULE

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### Payment Source:

**Investment Provider or other third party, and/or out of Plan assets:**

Sponsor authorizes the investment provider or other third party ("Third Party Payor") to pay compensation due to RIA and Advisory Representative(s) pursuant to the below terms. A periodic statement setting forth the compensation deducted from the Plan shall be provided by Third Party Payor. (Note: additional authorization forms may be required by the Third Party Payor.) Check applicable payor:

**Name of Payor:** \_\_\_\_\_

**Payment Account/Contract Ref#:** \_\_\_\_\_

**Client:** Fees shall be billed to the Sponsor. Fees shall be due upon receipt of the billing notice.

### Advisor Compensation:

**Annual Fee for Service.** Fee for service based on percentage of Plan assets of \_\_\_\_\_ basis points (bps). \_\_\_\_\_

**Annual Flat Fee for Service:** \$ \_\_\_\_\_ 5,000 \_\_\_\_\_

**First Year Transition Expense** fee of \$ \_\_\_\_\_ or \_\_\_\_\_ bps (one time).

**One-time Fee** of \$ \_\_\_\_\_, for Project-Specific work.

**Annual Fee for Service – Tiered.** Fee for service based on a percentage of Plan assets, per the tiered schedule below:

Value of Plan Assets (range)	Fee
	_____ Basis Points

*Note: Subject to Vendor approval and execution*



**Payment Frequency, Timing, and Method:**

**Frequency:**

- Monthly
- Quarterly
- Other: \_\_\_\_\_

**Timing:**

- In arrears
- In advance

**Method:**

- Based on the value of Plan assets in the method determined by the Third Party Payor,
- Based on the value of Plan Assets at (  beginning or  end) of the quarter
- Based on the average market value for the frequency selected above
- Flat Fee, as noted above

