

**AGREEMENT
BETWEEN THE
CITY OF RIALTO
AND
SFG RETIREMENT PLAN
CONSULTING, LLC FOR
CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF RIALTO, a municipal corporation ("CITY") and SFG RETIREMENT PLAN CONSULTING, LLC ("CONSULTANT"), a California limited liability company. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining Services necessary to perform fiduciary and non-fiduciary Services for the City retirement plan as specified in APPENDIX B & C, respectively.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these Services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. City has reviewed and agrees to the attached statements in APPENDIX A.

2. Services.

- A. The Services to be performed by Consultant shall consist of the following ("Services") as specified in APPENDIX B & C.
- B. The Services shall be performed in accordance with the schedule set forth in APPENDIX B & C. Consultant shall not be liable for any failure or delay in furnishing proposed Services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. Whether or not unauthorized Additional Services are completed by Consultant, no compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Finance Director as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.
5. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement shall govern.
6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this City, in its sole discretion may extend the time for performance of any service.
7. Compensation. Compensation for the Services shall be billed as set forth in attached APPENDIX D hereto. The Compensation is inclusive of all costs that maybe incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone, charges and facsimile charges.
8. Term of Agreement/Termination.
 - A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.
 - B. City may terminate this Agreement without cause by providing written notice to Consultant at least 30 days before the effective termination date. City's only obligation in the event of termination will be payment of pro-rata fees and allowed expenses incurred up to and including the effective date of termination.
 - C. Consultant may terminate this Agreement at any time with written notice at least 30 days before the effective termination date.
 - D. The effective termination date shall be either the date specified on the written notice or the 31st, day after providing written notice to the other party.
 - E. Upon receipt of a termination notice, Consultant: shall (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days deliver to City all files data reports, estimates, summaries and such other information and materials as may have been accumulated or prepare to date by consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned by not completed as of the effective date of termination.
9. Invoices and Payments.

- A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the Services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultants' name address, and telephone number referenced.
- B. The Agreement Administrator shall review the invoices to determine whether Services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.
- C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentations for a minimum of three (3) years from the completion date of the Services under this agreement the following records:
 - 1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;
 - 2. Records which establish that Consultant and any sub-consultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
 - 3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Service under this Agreement.
- C. Upon reasonable notice from City or any other government agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, and records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional Services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this agreement or subcontract any Services to be performed without amending this Agreement. This agreement shall be binding upon the heir, executors, administrators, successors, and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or sub-consultant.

Change of ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the series hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all Services under this Agreement, desires the removal of any person or persona assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make reasonably available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any copies, calculation, notes, report, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revision, changes, or corrections made by City or any use or reuse of the said revised material(s) pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify, defend and hold City, its officers, employees and agents, harmless against any and all arbitration or regulatory claims, actions, either judicial, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened, raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant and shall be the joint property of City and Consultant. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement. Consultant will retain all items necessary to maintain compliance with all applicable Federal and State record retention requirements.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

- B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing Services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
- C. Consultant covenants that there shall be no discrimination based upon, race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

- A. Consultants shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of service to be performed under this Agreement.
- B. Consultant and its representatives shall refrain from lobbying City of Rialto's officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said Services, which were not performed in accordance with these standards. Consultant shall perform the remedial Services at its sole expense.

20. Insurance.

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained proper insurance, in a form and content satisfactory to City. Before beginning work hereunder, during the entire period of this Agreement, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to the City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:
 - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury,

personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85 with no special limitations affecting City. The limit for coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's Insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance – a policy which means all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions – a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return requested, is mailed to City.

D. Additional Requirement. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

- E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate the Agreement.

21. Indemnity.

- A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
- B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action, whether actual or threatened, for injury to any person or damage to an property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnification shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.
- C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under the Agreement.

22. Independent Contractor. Consultant agrees to furnish consulting Services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

23. Notices. Any notice or communication given under this Agreement shall be effective when

deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of RIALTO
150 South Palm Ave
Rialto, CA 92376

Attn:

Telephone Number: Facsimile Number: E-mail:

Consultant: SFG RETIRMENT PLAN CONSULTING, LLC

Attn: Mark Shuster

Telephone Number: 626-926-3231

Facsimile Number: 626-

792-7567 E-mail:

mshuster@sfgRPC.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be San Bernardino, California.
26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
27. Entire Agreement.
 - A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
 - B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.
28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fee. In the event that legal action or proceeding is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal or equitable action shall be entitled to recover reasonable attorney's fees and court costs from the opposing party.

IN WITNESS WHERE OF, the parties have hereunto affixed their names as of the day and year written below. CITY OF RIALTO

By_____

Date_____

ATTEST

By_____
City Clerk

Date_____

Approved as to Form:

By_____

City Attorney

Date_____

ACCEPTED:

SFG Retirement Plan Consulting LLC

By_____

Mark Shuster

Managing Member

Date_____

By_____

[_____]

Secretary

Date_____

APPENDIX A

CONSULTING & CO-FIDUCIARY ACKNOWLEDGEMENTS

The CITY acknowledges the following:

1. The CITY, as the responsible plan fiduciary for the City of RIALTO's §457(b) plan, and if applicable 401(a), OBRA, and RHS Plan(s) (herein referred to as the "Plans"), has the authority to designate investment alternatives under the Plan and the related trust(s), and to enter into an Agreement with third parties to assist in these and related duties.
2. In performing its Fiduciary Services, as defined below, CONSULTANT is acting as a fiduciary of the Plans and as a registered investment adviser under the Investment Adviser's Act of 1940.
3. In performing the Non-Fiduciary Services, as defined below, CONSULTANT is not acting as a fiduciary of the Plans.
4. In performing both Non-Fiduciary Services and Fiduciary Services, CONSULTANT does not act as, nor has CONSULTANT agreed to assume the duties of, a trustee or a Plan Administrator, and CONSULTANT has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plans, or to take any other action with respect to the management, administration or any other aspect of the Plans.
5. CONSULTANT will perform the Fiduciary Services described in Appendix B to the Plans in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B) or comparable state law.
6. CONSULTANT will perform the Non-Fiduciary Services described in Appendix C using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from Adviser's intentional misconduct or gross negligence.
7. CONSULTANT does not provide legal or tax advice.
8. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, CONSULTANT does not and cannot guarantee financial results.
9. CONSULTANT may, by reason of performing Services for the CITY and other clients, from time to time acquire confidential information regarding its clients. The CITY acknowledges and agrees that CONSULTANT is unable to divulge to the CITY any confidential information acquired from other clients, or to act upon, any such confidential information with respect to its performance of this Agreement. The CONSULTANT acknowledges and agrees that CONSULTANT will not divulge to its other clients any confidential information acquired from the CITY, or to act upon, any such confidential information with respect to its performance of any other agreement that the CONSULTANT is a party.

10. CONSULTANT is entitled to rely upon all information provided to CONSULTANT (whether financial or otherwise) from reputable third parties or by the CITY, the CITY's representatives or third-party service providers to the CITY, the Plan or the CONSULTANT, without independent verification. The CITY agrees to promptly notify CONSULTANT in writing of any material change in the financial and other information provided to CONSULTANT and to promptly provide any such additional information as may be reasonably requested by CONSULTANT.
11. CONSULTANT will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plans or the plan trusts remain with the CITY (or, if applicable, the Plan participants).
12. The CITY understands that CONSULTANT (i) may perform other Services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.
13. The person signing the AGREEMENT on behalf of the CITY has all necessary authority to do so.
14. The execution of this AGREEMENT and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of CITY represents that the execution of the AGREEMENT has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by CONSULTANT.
15. The Plan and related Trust permit payment of fees out of Plan assets. CITY has determined that the fees charged by CONSULTANT are reasonable and are the obligation of the Plan; however, if the CITY desires, it may pay the fees directly, rather than with Plan assets.
16. CITY acknowledges receipt and undertakes to review and consider the disclosures made by CONSULTANT (including in this AGREEMENT, the Form ADV Part 2 and CONSULTANT Privacy Policy), in particular the portions related to Services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory Services provided, the methods of securities analysis used, and the like.

Further, the CITY consents to electronic delivery (via email or other generally accepted method) of current and future distributions of CONSULTANT's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to CONSULTANT.

APPENDIX B – FIDUCIARY SERVICES

CONSULTANT will perform the following fiduciary Services:

1. Consistent with the Investment Policy Statement, CONSULTANT will select the initial investment options within the Plans. CONSULTANT will periodically review the investments within the plan and shall be responsible for making additions/deletions thereto. The CITY may direct CONSULTANT in writing to add or remove a specific investment option within the plan but CONSULTANT will not be deemed a fiduciary with respect to those investment options.
2. Development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan, and shall set forth the asset classes and investment categories to be offered under the Plan, as well as the criteria and standards for selecting and monitoring the investments. The CITY shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
3. Prepare quarterly investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS and make recommendations to maintain or remove and replace investment options.
4. Meet with the CITY on a periodic basis to discuss reports and recommendations.
5. Selection of a qualified default investment alternative (“QDIA”) for participants who fail to make an investment election.

APPENDIX C NON-FIDUCIARY SERVICES

CONSULTANT will perform the following Non-Fiduciary Services:

1. Assist in the education of the participants in the Plan about general investing principles and the investment alternatives available under the Plan. CONSULTANT will not provide investment advice concerning the appropriateness of any investment option for a particular participant or beneficiary under the Plan and will not be acting as a fiduciary for purposes of providing enrollment support Services.
2. Distribute Plan level newsletters to the CITY.
3. Distribute employee level memos to the CITY for distribution to their participants.
4. Plan design consulting, including but not limited to review of the plan design, documents and features of the Plan, loans and their parameters, Roth contributions, on-going support of regulatory changes, or change in Plan participants.
5. Assist the CITY in the transition of previous record-keeper(s) and/or plan provider(s).
6. Provide vendor management/issue resolution to the CITY.
7. Provide the CITY with custom communications when needed.
8. Assist the CITY in their communications with record-keepers and/or plan providers.
9. Provide the CITY with compliance updates and best practices.
10. Provide initial (one-time) RFP Services and plan fee negotiations on behalf of the CITY which will generate compensation as described in Appendix D.

APPENDIX D - FEE SCHEDULE

1. CONSULTANT will not receive any other compensation, direct or indirect, for its Services under this Agreement. If CONSULTANT receives any other compensation for the Services, CONSULTANT will disclose the amount of such compensation; the Services provided for such compensation, the payer of such compensation, and a description of CONSULTANT's arrangement with the payer to the CITY and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, CONSULTANT shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 45 days and are payable to "SFG Retirement Plan Consulting, LLC"
6. The annual fee for Services shall be as follows:

Beginning with the effective date of this Agreement, the annual fee for service shall be \$30,000.00 payable monthly (\$2,500.00 per month). Fees will be deducted from Plan assets and will be paid to SFPRPC by the record-keeper.

At CONSULTANT's discretion the billing period described above may be adjusted to quarterly or annually.