

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL CONSULTANT SERVICES)**

Bid/Proposal No. **FWP 15-051**

Clerk Tracking No. 15-00143

Project Name: **Retirement Plan Services – Independent Advisor**

THIS AGREEMENT (the "Agreement") is made and entered into this **2nd day of September 2015**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and IFP Advisors, Inc. a registered investment advisor doing business as Independent Financial Partners and **Montgomery Retirement Plan Advisors, Incorporated**, a Florida Profit Corporation, authorized to do business in the State of Florida, whose business address is: 14502 N. Dale Mabry Highway, Suite 328; Tampa, Florida 33618 (collectively the "CONSULTANT").

WHEREAS, the CITY desires to obtain the services of the CONSULTANT concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of consultant services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by the CONSULTANT are generally described as **Retirement Plan Services – Independent Advisor** and as is more fully described in the Retirement Plan Advisory and Consulting Agreement (the "RPACA"), as referenced in **Exhibit A as Attachment A-1** and made a part of this Agreement.

1.2. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a consultant service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified consultant to serve as the CONSULTANT's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of consultant services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONSULTANT hereunder, and the CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7. The CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the consultant services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONSULTANT agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

2.3. The CONSULTANT acknowledges that access to the Project Site, to be arranged by the CITY for the CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed through September 30, 2018 with two one-year renewal options upon mutual agreement between the CITY and the CONSULTANT. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT shall notify the CITY in writing within 5 working days after commencement of such

delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is specified in Appendix C of the RPACA and shall be paid in the manner also set forth in **Appendix C of the RPACA** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONSULTANT desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 The CONSULTANT shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

ARTICLE SIX INDEMNIFICATION

6.1. The CONSULTANT agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The CONSULTANT shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

7.2 In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional consulting services under this Agreement. The CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONSULTANT's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent CONSULTANT or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the

CONSULTANT's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONSULTANT.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONSULTANT or by any of the CONSULTANT's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONSULTANT's remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT'S recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to

the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT's address of record:

Montgomery Retirement Plan Advisors, Inc.
14502 N. Dale Mabry Highway; Suite 328
Tampa, Florida 33618
Attention: **W. Michael Montgomery**, Managing Principal, CEO
FEI/EIN Number: On File

And with Copy to Independent Financial Partners as noted in section 10.5 of the RPACA in **Attachment A-1**.

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONSULTANT without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or

effect whatever on this Agreement.

14.7. The CONSULTANT shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONSULTANT:

Montgomery Retirement Plan Advisors, Inc.
14502 N. Dale Mabry Highway; Suite 328
Tampa, Florida 33618
Att: **W. Michael Montgomery**, Managing Principal, CEO

Stephen J. McCormack
Witness

By: W. Michael Montgomery

Stephen J. McCormack
Witness Printed Name

Printed Name: W. Michael Montgomery

Title: Managing Principal
FEI/EIN Number: On File
A Florida Profit Corporation (FL)

(CORPORATE SEAL)

IFP Advisors Inc., a registered investment advisor
doing business as Independent Financial Partners
3030 North Rocky Point Drive West, Suite 700
Tampa, Florida 33670
Att: **John Whisenant**, Chief Compliance Officer, IFP

Ignacio E. Morrell
Witness

By: John Whisenant

Ignacio E. Morrell
Witness Printed Name

Printed Name: JOHN WHISENANT

Title: Chief Compliance Officer
FEI/EIN Number: On File

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in the RPACA as Attachment A-1 and made a part of this Agreement and include those set out in the Bid, any Addendum(s) and Vendor's Submittal of (FWP) Formal Written Proposal No.15-051, titled Retirement Plan Services – Independent Advisor herein referenced and made a part of this Agreement.

END OF EXHIBIT A

EXHIBIT B

Not applicable to this Agreement.



Legal Name of Plan:

City of Naples 457(b) & 401(a) Defined Contribution Plans

Name of Employer/Plan Sponsor:

City of Naples

This Retirement Plan Advisory and Consulting Agreement and Appendices A, B and C, which are attached and incorporated by reference (collectively, the "Agreement"), is effective on the 2nd day of September 2015 (date services described herein and associated fees will have started), and is made by and between the Employer/Plan Sponsor (the "Sponsor") of the retirement plan (the "Plan") which is named above and described in the Retirement Plan Information Form in Appendix A, and IFP Advisors, Inc. a registered investment adviser (the "RIA"), a corporation with its principal office in Tampa, Florida, that is federally registered with the U.S. Securities and Exchange Commission ("SEC") as an investment adviser under the Investment Advisers Act of 1940 (the "Advisers Act"), is doing business as Independent Financial Partners ("IFP"), and is acting through the investment adviser representative identified in the signature page following section 11 (the "Investment Adviser Representative").

I. SERVICES

RIA, through the Investment Adviser Representative agrees to provide to the Plan the services selected by Sponsor by marking the box before each service in Appendix B ("Services"). The Services that may be selected in Appendix B are identified in Appendix B as either Advisory Services or Consulting Services.

I.1. Advisory Services

If Sponsor selects any service that is identified in Appendix B as an Advisory Service, Investment Adviser Representative agrees to perform that Service to the Plan as a fiduciary, and will act in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances. When providing any Advisory Services, Investment Adviser Representative will solely be making recommendations to Sponsor and Sponsor retains full discretionary authority or control over assets of the Plan. Sponsor is not required to implement any recommendations made by Investment Adviser Representative or to otherwise conduct business through Investment Adviser Representative. Any recommendations are based upon Investment Adviser Representative's professional judgment and the results are not guaranteed.

I.2. Consulting Services

If Sponsor selects any service that is identified in Appendix B as a Consulting Service, Investment Adviser Representative agrees to perform that Service solely in a capacity that would not be considered a fiduciary under any applicable law.

I.3. Limitations on Services

Sponsor understands and agrees that in providing any Service selected in Appendix B, RIA, directly or acting through the Investment Adviser Representative:

- a) Will not, unless expressly stated in writing: (i) serve as a Plan custodian, third party administrator or recordkeeper; or (ii) assume the duties of a trustee of the Plan or administrator.
- b) Will have no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for those securities. Sponsor reserves to itself all authority to vote proxies.
- c) Will have no authority or discretion to: (i) interpret the Plan documents (except as reasonably required to provide the services explicitly selected in Appendix B of this Agreement); (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action regarding the management or administration of the Plan. Specifically, and without limitation, RIA, directly or acting through the Investment Adviser Representative, has no authority, discretion or responsibility to: determine eligibility to participate in the Plan, calculate benefits, prepare or distribute any notices to participants or beneficiaries, perform recordkeeping or actuarial services, determine amount or timing of contributions to the Plan or distributions or withdrawals from the Plan, or select or certify any investment advice computer model or any other service not expressly stated in Appendix B.
- d) Will not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters concerning the Plan, including, without limitation, the operations and administration of the Plan and how the Plan may comply with applicable law, including, the Internal Revenue Code of 1986, as amended (the "Code").



- e) Will not have any responsibilities or potential liabilities for (i) investments offered by the Plan that are not recommended to the Plan by RIA, directly or acting through the Investment Adviser Representative (e.g., employer securities, mutual fund windows, self-directed brokerage accounts, etc.), (ii) Plan assets that have been excluded from the Services, as designated in Appendix A, or (iii) special investment instructions made by Sponsor, as specified in Appendix A.
- f) Will not be responsible or liable for recommendations or services rendered by third-party service providers ("other provider") or the other provider's compliance with applicable laws, including, without limitation, the Code.

2. FEES

2.1. Amount and Payment

In consideration for the Services provided, Sponsor will pay, or will cause the Plan to pay, if permitted by Plan Documents, to RIA Fee(s) described in Appendix C (the "Fees"). Sponsor acknowledges that the Plan may incur other fees and expenses, including but not limited to investment-related expenses imposed by other service providers and mutual fund managers not affiliated with RIA or Investment Adviser Representative, and other fees and expenses charged by the Plan's custodian, trustee, third-party administrator, and/or recordkeeper.

RIA, directly or acting through Investment Adviser Representative, makes no representations about any costs and/or expenses associated with the services provided by any third parties. Sponsor further acknowledges that the Fees charged by RIA for the Services rendered by the Investment Adviser Representative are in addition to any brokerage, custodial and/or other fees that may be charged to Sponsor by other service providers to the Plan.

However, the only direct compensation received by RIA for Services rendered by the Investment Adviser Representative are the Fees, and no increase in the Fees will be effective without prior written Notice as defined in Section 10.5 of this Agreement. Despite this, and not necessarily related to the Services, various vendors, product providers, distributors and others may provide non-monetary compensation by paying some expenses related to training and education, including travel expenses, and attaining professional designations. RIA and/or Investment Adviser Representative might receive payments to subsidize its/their own training programs. Certain vendors may invite RIA and/or Investment Adviser Representative to participate in conferences, on-line training or provide publications that may further RIA and/or Investment Adviser Representative and employees' skills and knowledge. Some may occasionally provide RIA and/or Investment Adviser Representative gifts, meals and entertainment of reasonable value consistent with industry rules and regulations.

2.2. Authorization to Remit Fees and Information

Sponsor agrees to instruct the Plan's recordkeeper or custodian (or other custodian of the Plan's assets) (collectively, "Recordkeeper") regarding its obligation to calculate the Fees according to Appendix C. Notwithstanding the Plan's obligation to pay Fees, Sponsor may elect within its sole discretion to pay any or all Fees to RIA instead of the Plan paying the Fees, provided that any Fees remaining unpaid after thirty (30) days from the date of invoice will be due and payable immediately by the Plan. If Sponsor elects to direct the Recordkeeper to pay the Fees to RIA from Plan assets pursuant to Appendix C, Sponsor will authorize the Recordkeeper to remit the Fees within thirty (30) days, directly to RIA.

Sponsor also agrees that, to the extent permitted by law, it is ultimately responsible for verifying the accuracy of the calculation of the Fees. Furthermore, RIA and the Investment Adviser Representative are not liable to the Plan, Plan participants or beneficiaries, or any other fiduciary of the Plan or anyone else for errors made by others in the calculation or payments of Fees. In the event that RIA and/or Investment Adviser Representative performs the Fee calculation and invoices the client directly, any miscalculation known to RIA and/or Investment Adviser Representative that results in overpayment by Sponsor, shall be refunded promptly. The Sponsor further authorizes all third-party service providers to provide RIA and/or Investment Adviser Representative with copies of reports or information provided to the Sponsor.

If a Solicitor is named in Appendix A, Sponsor understands and agrees that RIA and/or Investment Adviser Representative will pay a portion of the Fees to the Solicitor in accordance with an agreement between the Solicitor and RIA and/or Investment Adviser Representative. These arrangements are described in RIA's ADV and in a separate disclosure document. Solicitor is required to provide both of the aforementioned documents to the Sponsor, and



Sponsor acknowledges that it has received them. The separate disclosure document contains information about the services the Solicitor may perform, which may include one or more of the Consulting Services, as well as the amounts RIA and/or Investment Adviser Representative will pay to the Solicitor. These arrangements will not change the Fees that Sponsor pays to RIA under this Agreement and the Fees rate will be the same as for similarly situated sponsors who are not referred to RIA and/or Investment Adviser Representative by a Solicitor.

Sponsor also agrees and understands that RIA and/or Investment Adviser Representative may engage third parties as subcontractors to assist RIA and/or Investment Adviser Representative in performing any Consulting Service and may engage sub-advisers to assist it/them in providing any investment advisory services. Any of these arrangements, and the compensation allocated to any third party will be described in a separate disclosure document provided to Sponsor.

3. CUSTODY OF ASSETS AND OTHER SERVICES

The only services RIA and/or Investment Adviser Representative will provide to the Plan are described in this Agreement. Custody of all Plan assets will be maintained with a third-party custodian selected by Sponsor, and Plan recordkeeping will be provided by a third-party recordkeeper selected by Sponsor. Neither RIA, nor Investment Adviser Representative, will have custody of any Plan assets. Sponsor will be solely responsible for paying all Fees or charges of the Recordkeeper. Neither RIA, Investment Adviser Representative, nor any of their affiliates will have any liability for custodian and/or custodial arrangements or the acts, conduct, or omissions of the custodian. Sponsor authorizes the Recordkeeper to provide RIA and/or Investment Adviser Representative with copies of all periodic statements and other reports that the Recordkeeper sends to Sponsor.

Neither RIA, nor Investment Adviser Representative, is responsible for placing trades or entering orders for securities transactions with Plan assets or executing any trades or orders. We do not request or accept the discretionary authority to determine the broker-dealer to be used for Plan accounts. In accepting the Sponsor's direction(s) as to the use of a particular broker-dealer, it should be understood that we will not have the authority to negotiate commissions among the various broker-dealers, and best execution may not be achieved, resulting in higher transaction costs for the Plan. Placing and executing trades in Plan assets will be the responsibility of the Plan's recordkeeper or custodian; provided that RIA and/or Investment Adviser Representative may recommend the custodian to replace an investment option offered under the Plan.

4. NON-EXCLUSIVITY

Sponsor understands that RIA and/or Investment Adviser Representative, directly or through affiliates or other related entities, may perform among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management services for other clients. Sponsor recognizes that RIA and/or Investment Adviser Representative or any of its/their affiliates may also give advice and take action in the performance of its duties for those other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. RIA and/or Investment Adviser Representative have no obligation to advise Sponsor in the same manner as it may advise any of its/their other clients.

5. VALUATION

RIA and/or Investment Adviser Representative may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Recordkeeper of the Plan's assets. In all events, Sponsor acknowledges that any valuation will not be any guarantee of the market value of any of the assets in the Plan.

6. REPRESENTATIONS OF SPONSOR

Sponsor represents as follows:

- 6.1.** Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided, and Sponsor is not relying on any advice or recommendations by RIA and/or Investment Adviser Representative in making its decisions.
- 6.2.** This Agreement is binding on the Sponsor, authorized by the Plan and does not violate any prior obligation or agreement.
- 6.3.** Sponsor is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, the Code.



- 6.14. Sponsor specifically acknowledges that, to the extent the Plan or Sponsor offers, or intends to offer, any "employer security" as investment options under Plan, such securities are explicitly excluded from the Services provided, and the value of such securities will be excluded from the calculation of Fees pursuant to this Agreement.

7. REPRESENTATIONS OF RIA AND INVESTMENT ADVISER REPRESENTATIVE

RIA and Investment Adviser Representative represent, as applicable, as follows:

- 7.1. RIA is registered as an investment adviser under the Advisers Act, and will maintain its registration.
- 7.2. RIA and Investment Adviser Representative have the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any 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.
- 7.3. RIA will disclose to Sponsor any material change to the information regarding services, compensation, and conflicts of interest as soon as reasonably practicable but not later than sixty (60) days from the date on which RIA acquires knowledge of the material change or as otherwise required by applicable law. If RIA learns of or makes an error or omission in disclosing information to Sponsor, RIA will disclose the correct information to Sponsor as soon as practicable but not later than thirty (30) days from the date RIA learns of the error or omission.
- 7.4. Required investment disclosures for fiduciary services or recordkeeping and brokerage services will be updated at least annually.
- 7.5. Upon written request by Sponsor, RIA will disclose relevant information related to this Agreement and the compensation or Fees received under the Agreement reasonably in advance of the date Sponsor states that Sponsor must comply with Sponsor's applicable reporting and disclosure requirements of any applicable laws and regulations, forms, and schedules. If RIA is unable to respond to Sponsor's written request reasonably in advance of Sponsor's need due to extraordinary circumstances beyond RIA's control, RIA will disclose the information as soon as practicable and within a mutually agreed timeframe.
- 7.6. RIA will receive the compensation shown in Appendix C only, and does not receive any compensation from any third party in connection with the Services.
- 7.7. RIA and/or Investment Adviser Representative agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- 7.8. RIA and/or Investment Adviser Representative will have no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for those securities. Sponsor reserves to itself all authority to vote proxies.
- 7.9. Investment Adviser Representative may provide IRA rollover educational information to Plan participants. Neither RIA, nor Investment Adviser Representative, will solicit Plan participants or provide recommendations to Plan participants on the advisability of taking retirement Plan distributions. Any unsolicited services provided to Plan participants that include discussions about individual distributions or how to invest the proceeds of a distribution will be performed separately from Plan services and with the Plan participant(s) individually. In the event such unsolicited services are to be rendered, Investment Adviser Representative will provide Plan Sponsor and the participant(s) specific disclosures contained in a separate IFP Rollover Form.

8. STANDARD OF CARE; INDEMNITY; DATA DISCLOSURE

8.1. Standard of Care

The sole standard of care imposed on RIA and Investment Adviser Representative in performing the Services is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with those matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement will be deemed to limit any responsibility that RIA and/or Investment Adviser Representative may have to Sponsor to the extent any limitation would be inconsistent with applicable laws, including securities laws.



8.2. Indemnification

- a) RIA and Investment Adviser Representative agree to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from breach of the representations by RIA and/or Investment Adviser Representative contained in Section 7 of the Agreement. Investment Adviser Representative agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Investment Adviser Representative's intentional misconduct, gross negligence, or breach of fiduciary duty with respect to the Services. Neither RIA nor Investment Adviser Representative will be liable for any indirect, special, consequential or exemplary damages.
- b) Sponsor agrees to defend, indemnify and hold RIA and Investment Adviser Representative harmless from any and all liabilities and claims, including, but not limited to, damages, court costs, reasonable legal fees and costs of investigation which arise from: (i) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (ii) RIA's and/or Investment Adviser Representative's reliance or any action taken by RIA and/or Investment Adviser Representative in reliance upon any instruction(s) and/or information received by RIA and/or Investment Adviser Representative from Sponsor; (iii) any breach of Sponsor's representations and warranties stated in this Agreement; (iv) any cause of action brought by the Sponsor, Plan participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services, provided that the losses or damages are not directly caused by RIA's and/or Investment Adviser Representative's intentional misconduct, gross negligence or breach of fiduciary duty; and (v) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow RIA's and/or Investment Adviser Representative's recommendation(s) or in which Sponsor or a third party fails to properly implement the recommendation(s), and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.
- c) If RIA and/or Investment Adviser Representative are required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay RIA's and/or Investment Adviser Representative's reasonable costs in connection with providing documents or testimony, including the costs of its personnel and counsel, unless RIA and/or Investment Adviser Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.
- d) Sponsor will promptly notify RIA and Investment Adviser Representative of any errors in accuracy or completeness in any of the data, analyses, opinions, or other information it provided to RIA and/or Investment Adviser Representative in connection with the rendering of Services. Neither RIA nor Investment Adviser Representative will be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Plan participants or beneficiaries, or other Plan fiduciary incur as a result of any errors in valuation or payment.

8.3. Data Disclosure

RIA and/or Investment Adviser Representative will use reasonable efforts to ensure that the data, analysis, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that RIA and/or Investment Adviser Representative cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services are dependent upon the sources of that data and information, which are outside of RIA's and/or Investment Adviser Representative's control.

8.4. Information from Sponsor

The Services provided by RIA and Investment Adviser Representative are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that RIA and Investment Adviser Representative are entitled to rely upon all information necessary for them to carry out their duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by RIA and/or Investment Adviser Representative. Sponsor represents that all information



provided to RIA and/or Investment Adviser Representative will be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify RIA and Investment Adviser Representative in writing of any material change in the information provided to RIA and Investment Adviser Representative, and to promptly provide any additional information as may be reasonably requested by RIA and/or Investment Adviser Representative.

8.5. Authority to Receive Information from Third Parties

RIA and Investment Adviser Representative are authorized by Sponsor to obtain all information from service providers, investment managers, the Plan's trustee and Plan's administrator as RIA and Investment Adviser

Representative may reasonably require. Sponsor authorizes the Plan's custodian, product vendor, trustee or any third party responsible for any aspect of Plan operation to promptly release the information to RIA and Investment Adviser Representative immediately upon request by RIA and/or Investment Adviser Representative. RIA and Investment Adviser Representative will not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon the information in performing Services. RIA and Investment Adviser Representative may obtain information from a wide variety of publicly available sources and do not claim to have sources of inside or private information.

9. TERMINATION

Unless terminated, this Agreement is valid as stated in the City of Naples Agreement, Article 3.1. Any party may terminate this Agreement without charge or penalty upon thirty (30) days prior written Notice to the other party(ies). RIA will be entitled to a pro-rata amount of compensation earned prior to the date of termination; alternatively, Plan will be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to the RIA and Investment Adviser Representative pursuant to this agreement. Any termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to the termination, and the liabilities and obligations (together with the provisions of Sections 8, 10.8 and 11) will survive any expiration or termination of this Agreement. Upon termination, RIA and Investment Adviser Representative will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination.

10. GENERAL PROVISIONS

10.1. Assignability

This Agreement is not assignable by either party without the prior written consent of the other party. Sponsor will be deemed to provide written consent to any proposed assignment if the procedures of Section 10.3, known as "negative consent" procedures, are followed. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management will not be deemed an assignment.

10.2. Effect

This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

10.3. Modification

This Agreement may be modified, including without limitation the Services to be provided by RIA and Investment Adviser Representative, or the Fees charged by RIA and Investment Adviser Representative: (i) by written agreement between RIA, Investment Adviser Representative and Sponsor; or (ii) in accordance with the following procedure:

RIA and/or Investment Adviser Representative may propose to change the Fees charged, to change the Services provided, to assign the Agreement or otherwise modify this Agreement by giving Sponsor at least sixty (60) days advance Notice of the proposed change. The Notice will be given in the manner described in Section 10.5 below. The Notice will: (i) explain the proposed modification of the Fees, Services, assignment or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject in writing the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Sponsor rejects any change to this Agreement proposed by RIA and/or Investment Adviser Representative, RIA and/or Investment Adviser Representative will not be authorized to make the



proposed change. In that event, Sponsor will have an additional sixty (60) days from the proposed effective date (or such additional time beyond sixty (60) days as may be agreed to by RIA and Investment Adviser Representative) to locate a service provider in place and instead of RIA and/or Investment Adviser Representative. If at the end of the additional sixty (60) day period (or such additional time period as agreed by RIA and Investment Adviser Representative), the parties have not reached agreement, this Agreement will automatically terminate.

Notwithstanding the above, any modifications to sections 1 through 3 of Appendix A may be made at any time without following the procedures stated above, and shall not require new signature by the parties.

10.4. Severability

If any one or more of the provisions of this Agreement (other than the provisions of Section 7) will, for any reason, be illegal or invalid, the illegality or invalidity will not affect any other provision of this Agreement, and this Agreement will be enforced as if the illegal or invalid provision had not been included.

10.5. Notices

Notice means any notice required or permitted under this Agreement which is in writing and (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email.

To Independent Financial Partners (RIA) or Investment Adviser Representative:

Contact:	John Whisenant
Title:	Chief Compliance Officer, Independent Financial Partners
Address:	3030 North Rocky Point Drive West, Suite 700
City, ST Zip Code:	Tampa, FL 33670
Email:	John.Whisenant@IFPartners.com
Phone:	(813) 341-0960
Fax:	(813) 288-0701

To Sponsor c/o plan fiduciary or other authorized signatory:

To the address (or Fax number, or Email address as applicable) on the signature page or the last address RIA has in its records following written Notice from Sponsor.

All Notices will be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

10.6. Headings

All headings are for ease of reference only and in no way will be understood as interpreting, decreasing or enlarging the provisions of this Agreement.

10.7. Entire Understanding

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

10.8. Applicable Law; Forum

This Agreement is governed by, and interpreted in accordance with the laws of the State of Florida without reference to conflict of law principles, unless preempted by federal law. The parties agree that any arbitration under Section 11 below must be conducted in (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement must be instituted and resolved in a State or Federal court in) Tampa, Florida and each party irrevocably submits to the jurisdiction and venue in that city (and if applicable, that court).

10.9. Waiver or Limitation

Nothing in this Agreement will in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under applicable federal or state securities laws.



II. DISPUTE RESOLUTION; ARBITRATION

All disputes, actions or controversies between Sponsor and RIA and/or Investment Adviser Representative, or their affiliates, including any of their present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by RIA and Investment Adviser Representative under this Agreement, or the construction, performance or breach of this or any other agreement between RIA and/or Investment Adviser Representative, or their affiliates, and Sponsor, whether entered into prior to, on or subsequent to the date hereof, will be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties will engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator will be shared equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter will be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Unless the parties can agree on a single arbitrator, the matter will be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators selected by the parties. Judgment upon any award rendered by the arbitrator(s) will be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

- a) Arbitration is final and binding on the parties.
- b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent the waiver would violate applicable law.
- c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- d) The arbitration award is not required to include factual findings or legal reasoning, and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.



Execution of Agreement

IN WITNESS WHEREOF, the Sponsor and Advisor(s) have executed this Agreement as of the date(s) indicated below.

By signing and dating below, Sponsor acknowledges receipt and understanding of this entire Agreement and all provisions (including those pertaining to pre-dispute arbitration) set forth within it and agree to abide by the provisions set forth within this Agreement.

Sponsor acknowledges receipt of the firm's disclosure documents, including but not limited to, Form ADV (Part 2A) ("Firm Brochure"), Form ADV (Part 2B) ("Brochure Supplement"), and Privacy Policy.

This Agreement contains a pre-dispute arbitration clause located in Section 11. Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under applicable federal or state securities laws.

Investment Adviser Representative		Responsible Plan Fiduciary	
Signature:	<i>W. Michael Montgomery</i>	Signature:	<i>A. William Moss</i>
Print Name:	W. Michael Montgomery	Print Name:	A. William Moss
Title:	Managing Principal	Title:	City Manager
Address:	14502 N. Dale Mabry Hwy, Suite 328	Address:	735 8th Street S.
City, ST Zip:	Tampa, FL 33618	City, ST Zip:	Naples, FL 34102-6796
Email Address:	mmontgomery@m-rpa.com	Email Address:	bmoss@naplesgov.com
Date:	8-25-2014	Date:	

Investment Adviser Representative ¹		Responsible Plan Fiduciary ²	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		d/b/a:	
Address:		Address:	
City, ST Zip:		City, ST Zip:	
Email Address:		Email Address:	
Date:		Date:	

RIA Acceptance		Responsible Plan Fiduciary	
Signature:	<i>Kimberly Shaw Elliott</i>	Signature:	
Print Name:	Kimberly Shaw Elliott	Print Name:	
Title:	Pres. IEP Plan Advisors	Title:	
Address:	3030 N. Rocky Pointe Dr. W., Ste. 700	Address:	
City, ST Zip:	Tampa, FL 33607	City, ST Zip:	
Email Address:	kim.shaw.elliott@iepartners.com	Email Address:	
Date:	8/25/2015	Date:	

¹ To be used when two advisors are serving the plan. If more than two advisors serve the plan, please duplicate this page as needed.
² Note: Additional space for multiple Responsible Plan Fiduciary signatures to be used when called for by Plan Documents. If more than three are required by plan documents, duplicate this page as needed.



APPENDIX A – RETIREMENT PLAN ACCOUNT INFORMATION (SECTION I)

Plan Profile

Legal Plan Name:	City of Naples 457(b) & 401(a) Defined Contribution Plans	
Plan Tax ID:	59-6000382	
Plan Tax Status:	<input type="checkbox"/> Check here if this Plan is Non-Qualified	If Non-Qualified, Sponsor Tax Bracket: ____%.

Plan Type

ERISA Status

<input type="checkbox"/> 403(b) Plan	<input type="checkbox"/> No
<input checked="" type="checkbox"/> 457 Plan Other - Please Identify: Governmental 457(b)	<input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Other - Please Identify: Government 401(a) Defined Contribution	<input type="checkbox"/> No
<input type="checkbox"/> Is this an Owner-Only Plan?	<input type="checkbox"/> Yes

Participant or Trustee Directed Plan

<input checked="" type="checkbox"/> Participant Directed	<input type="checkbox"/> Trustee Directed	<input type="checkbox"/> Both
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Plan Status

Is this a new Plan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does any person, other than Sponsor, have discretion or power of attorney authority over this Plan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, please attach discretionary agreement.
Are the Plan assets being transferred from another custodian?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, attach Plan's current list of available investments.

Plan Assets Excluded from the Services in this Agreement (mark "None" if none)

None



APPENDIX A – RETIREMENT PLAN ACCOUNT INFORMATION (SECTION I, cont'd)

Plan Platform			
Is this a brokerage platform?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If <u>yes</u> , are Fees leveled for all investment alternatives in the Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is this a "Bundled" Platform? If <u>yes</u> , provide account and contact information Below:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Platform Provider Contact Name:	Various, provided upon request		Email Address: Various
Company Name:	Nationwide, ICMA-RC, & VALIC & Others		Phone number:
Is this a Plan using "Unbundled" providers? If <u>yes</u> , list service provider(s) information below:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Service Provider Contact Name:	N/A		Email Address:
Company Name:	N/A		Phone number:
Service(s) provided to Plan:	<input type="checkbox"/> TPA	<input type="checkbox"/> Custodian	<input type="checkbox"/> Recordkeeper <input type="checkbox"/> Trustee
Service Provider Contact Name:	N/A		Email Address:
Company Name:	N/A		Phone number:
Service(s) provided to Plan:	<input type="checkbox"/> TPA	<input type="checkbox"/> Custodian	<input type="checkbox"/> Recordkeeper <input type="checkbox"/> Trustee
Service Provider Contact Name:	N/A		Email Address:
Company Name:	N/A		Phone number:
Service(s) provided to Plan:	<input type="checkbox"/> TPA	<input type="checkbox"/> Custodian	<input type="checkbox"/> Recordkeeper <input type="checkbox"/> Trustee

Third Party Fiduciaries (other parties in interest serving as Fiduciaries on the plan)			
Service Provider Contact Name:	N/A		Email Address:
Company Name:	N/A		Phone number:
Service(s) provided to Plan:	<input type="checkbox"/> 3(16)	<input type="checkbox"/> 3(21)	<input type="checkbox"/> 3(38)
Service Provider Contact Name:	N/A		Email Address:
Company Name:	N/A		Phone number:
Service(s) provided to Plan:	<input type="checkbox"/> 3(16)	<input type="checkbox"/> 3(21)	<input type="checkbox"/> 3(38)

Solicitor Information (if applicable)			
Solicitor Name:	N/A		Phone Number:
Address			Fax Number:
City, State and Zip Code			Email Address:
Date disclosure materials were presented to this Plan Sponsor or Company (see below):			
ADV (Part 2A) "Firm Brochure" and ADV (Part 2B) "Brochure Supplement" of both the Solicitor and the Advisor, Signed Client Disclosure Form, and IFP Privacy Policy.			


APPENDIX A – RETIREMENT PLAN SPONSOR INFORMATION (SECTION 2)

Employer Profile			
Employer Name:	City of Naples	Phone Number:	(239) 213-1896
Street Address:	735 8th Street S.	Fax Number:	(239) 213-1033
City, State Zip	Naples, FL 34102-6796	Web Address:	www.naplesgov.com
Mailing Address (if Different):		City, State Zip	
Employer d/b/a (if any)		Employer ID (if different from Plan):	
Employer State/Country of Domicile:	Florida, USA	Industry:	City government
Employer's Legal Organization Type (Inc., LLC, S-Corp, Partnership, other):	Florida Municipal Corporation		

Employer Securities				
Are Employer securities offered as part of this Plan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(If yes, please complete table below)	
Security Name	Security Type (CS, Bond)	Publicly Traded?		If Yes, Ticker Symbol:
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Pursuant to section 6.14 of this Agreement, the securities listed above are explicitly excluded from services provided herein as well as the commensurate Fees for such services.				

Employer Retirement Plans				
Does the employer maintain other retirement plans?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	(If yes, please complete table below)	
Plan Name	Plan Type	ERISA Covered?		Approximate Plan Size, in \$US?
General Employee Retirement	Defined Benefit Plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 51,200.00
Police Officer Retirement	Defined Benefit Plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 42,500.00
Fire Fighter Retirement	Defined Benefit Plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$ 44,700.00



APPENDIX A – RETIREMENT PLAN DATA AND FINANCIAL INFORMATION (SECTION 3)
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Total Assets in Plan

Total Plan Assets in \$U.S.:	\$	19,429,465
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Projected Annual Plan Cash Flow
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Estimated Annual Average Contribution from Plan Participants:	\$	970,942
Estimated Annual Average Contributions from Employer:	\$	259,662
Estimated Annual Average Distributions to Plan Participants:	\$	944,690

City Employee Demographics

Total Number of Employees:		450
Estimated Number of Employees Eligible to Participate in Plan:		450
Estimated Number of Participants in Plan:		528


APPENDIX A – RETIREMENT PLAN INVESTMENT OBJECTIVES (SECTION 4)

Investment Policy Statement (IPS)		
1. Does the Plan currently have an approved IPS?	<input type="checkbox"/> Yes	If Yes and this Agreement includes fiduciary services in Appendix B below, please include IPS copy with Agreement. (If yes, no need to go any further on this page)
	<input checked="" type="checkbox"/> No	See question 2 below.
2. (Answer this question only if you answered "No" to question 1 above) Will the Sponsor update / implement an IPS as part of this Agreement?	<input checked="" type="checkbox"/> Yes	Please submit IPS when adopted by Sponsor.
	<input type="checkbox"/> No	Please complete Objectives below:

Diversification Objective of Plan	
<input type="checkbox"/>	Provide a well-diversified line up of investment options for plan participants who may desire a range of investment objectives appropriate for their own, individual retirement needs, including, but not limited to, safety of principle, income and growth.
<input type="checkbox"/>	Please list any special Diversification Objectives:
Liquidity Objective of Plan	
<input type="checkbox"/>	Provide a well-diversified line up of investment options for plan participants who may have different liquidity needs.
<input type="checkbox"/>	Please list any special Liquidity Objectives:
Time Horizon Objective of Plan	
<input type="checkbox"/>	Provide a well-diversified line up of investment options for plan participants who may have different investment time horizons.
<input type="checkbox"/>	Please list any special Time Horizon Objectives:
Risk Objective of Plan	
<input type="checkbox"/>	Provide a well-diversified line up of investment options for plan participants who may have different investment risk objectives.
<input type="checkbox"/>	Please list any special Risk Objectives:

Sponsor special investment instructions to the Plan Investment Adviser Representative, if any:

Decision whether to create an Investment Policy Statement for the plans is still pending.



APPENDIX B – SCHEDULE OF RETIREMENT PLAN SERVICES
(Check Each Service INVESTMENT ADVISER REPRESENTATIVE Is Authorized To Perform)

PLAN SPONSOR – Advisory SERVICES



1.) RECOMMENDATIONS TO ESTABLISH OR REVISE THE PLAN'S INVESTMENT POLICY STATEMENT ("IPS"):

Investment Adviser Representative will review with the Plan Fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, the Investment Adviser Representative will recommend investment policies to assist the Plan Fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Investment Adviser Representative will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan Investment Adviser Representative will recommend to the Plan Fiduciary revisions that will establish investment policies that are congruent with the Plan's objectives.



2.) RECOMMENDATIONS TO SELECT AND MONITOR THE DESIGNATED INVESTMENT ALTERNATIVES ("DIAs"):

Based on the Plan's IPS or other guidelines established by the Plan, Investment Adviser Representative will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to select the Designated Investment Alternatives ("DIAs") to be offered to Plan participants. Once the Plan Fiduciary selects the DIAs, Investment Adviser Representative will, on a periodic basis and/or upon reasonable request, provide reports, information and recommendations to assist the Plan Fiduciary to monitor the investments. If the IPS criteria require an investment to be removed, Investment Adviser Representative will provide information, analysis and recommendations to the Plan Fiduciary to help evaluate replacing investment with alternative(s).



3.) RECOMMENDATIONS TO SELECT AND MONITOR QUALIFIED DEFAULT INVESTMENT ALTERNATIVE(S) ("QDIAs"):

Based on the Plan's IPS or other guidelines established by the Plan, Investment Adviser Representative will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to select the Plan's QDIA(s) for Plan participants that fail to direct the investment of their accounts. Once the Plan Fiduciary selects the QDIAs, Investment Adviser Representative will provide reports, information and recommendations, on a periodic or upon reasonably requested basis, to assist the Plan Fiduciary to monitor the investments. If the IPS criteria require an investment to be removed, Investment Adviser Representative will provide information and analysis to assist the Plan Fiduciary to evaluate replacing investment(s) with alternative(s).



4.) RECOMMENDATIONS TO ALLOCATE AND REBALANCE MODEL ASSET ALLOCATION PORTFOLIOS ("MODEL PORTFOLIOS"):

Based on the Plan's IPS or other investment guidelines established by the Plan, the Investment Adviser Representative will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to create and maintain Model Portfolios. Once the Plan Fiduciary approves the Model Portfolios, the Investment Adviser Representative will provide reports information and recommendations, on a periodic basis, designed to assist the Plan Fiduciary to monitor the Plan's investments. If the IPS criteria require an investment to be removed, the Investment Adviser Representative will provide information and analysis to assist the Plan Fiduciary to evaluate replacing investment(s) alternative(s) to be included in the Model Portfolios. Upon reasonable request, Investment Adviser Representative will make recommendations to the Plan Fiduciary to rebalance the Model Portfolios to maintain their desired allocations.



5.) RECOMMENDATIONS TO SELECT AND MONITOR INVESTMENT MANAGERS:

Based on the Plan's IPS or other guidelines established by the Plan, Investment Adviser Representative will review the potential investment managers available to the Plan and will make recommendations to assist the Plan Fiduciary to select one or more investment managers. Once the Plan Fiduciary approves the investment manager, Investment Adviser Representative will provide, on a periodic basis, reports, information and recommendations to assist the Plan Fiduciary to monitor the Plan's investment managers. If the IPS criteria require an investment manager to be removed, Investment Adviser Representative will provide information and analysis to assist the Plan Fiduciary to evaluate replacing investment manager(s).



APPENDIX B – SCHEDULE OF RETIREMENT PLAN SERVICES
(Check Each Service INVESTMENT ADVISER REPRESENTATIVE Is Authorized To Perform)

PLAN SPONSOR – CONSULTING SERVICES	
1. Assistance with Plan Governance and Committee Education, Including:	
<input checked="" type="checkbox"/>	A.) Determining Plan Objectives and Options Available Through the Plan
<input checked="" type="checkbox"/>	B.) Reviewing Retirement Plan Committee Structure and Requirements
<input checked="" type="checkbox"/>	C.) Reviewing Participant Education and Communication Strategy
<input checked="" type="checkbox"/>	D.) Providing Guidance in Coordination of and Sponsor Reconciliation of Participant Disclosures as reviewed by law.
<input checked="" type="checkbox"/>	E.) Developing Requirements for Responding to Participant Requests for Additional Information
<input checked="" type="checkbox"/>	F.) Providing Guidance in Sponsor Developing and Maintaining of Fiduciary Audit File(s)
<input checked="" type="checkbox"/>	G.) Attending Periodic Meetings with Plan Committee (Upon Request by Plan Sponsor)
2. Assistance with Plan Fiduciaries' Vendor Management (Service Provider Selection/Review), Including:	
<input checked="" type="checkbox"/>	A.) Reviewing Fees and Services and Identifying Procedures to Track the Receipt and Evaluation of disclosures.
<input checked="" type="checkbox"/>	B.) Providing Periodic Benchmarking of Fees and Services to Assist Review for Reasonableness
<input checked="" type="checkbox"/>	C.) Reviewing Spending Accounts or Plan Expense Recapture Accounts (PERAs)
<input checked="" type="checkbox"/>	D.) Generating and Evaluating Service Provider Requests for Proposals (RFPs) and/or Requests for Information (RFIs); or
<input type="checkbox"/>	Upon future request by Plan Sponsor and at an additional fee to be negotiated at the time of the request.
<input checked="" type="checkbox"/>	E.) Support with Contract Negotiations
<input checked="" type="checkbox"/>	F.) Service Provider Transition and/or Plan Conversion
3. Investment Education for Plan Fiduciaries Concerning:	
<input checked="" type="checkbox"/>	A.) Investment Policy Statements
<input checked="" type="checkbox"/>	B.) Assessment of Overall Investment Structure of Plan (i.e., types and number of asset classes, model portfolios, etc.)
<input checked="" type="checkbox"/>	C.) Review of the Plan's Investment Options
<input checked="" type="checkbox"/>	D.) Review of Qualified Designated Investment Alternatives (QDIAs)
<input checked="" type="checkbox"/>	E.) Search and Review of Investment Managers
4. Employee Investment Education and Communication Including:	
<input checked="" type="checkbox"/>	A.) Providing Group Enrollment and Investment Education Meetings
<input checked="" type="checkbox"/>	B.) Supporting Individual Participant Questions
<input checked="" type="checkbox"/>	C.) Providing Periodic Updates, Upon Request or Periodic Newsletter
<input checked="" type="checkbox"/>	D.) Assisting Participants with Retirement Readiness
<input type="checkbox"/>	E.) Providing Fee-Specific Education and Communicate the Plan's Requirements for Requesting Additional Information about Plan Fees and Expenses
5. Notes Regarding of Selected Services:	
<input checked="" type="checkbox"/>	A.) Frequency of Periodic Committee Meetings: ³ (Will be determined by the City and as needed. Applies A-C).
<input checked="" type="checkbox"/>	B.) Frequency of Enrollment Meetings:
<input checked="" type="checkbox"/>	C.) Frequency of Education Meetings:

³ Investment Adviser Representative is prohibited from serving as a voting member of the committee.



APPENDIX C - FEE SCHEDULE

1. Billing Procedures (Choose one)

Investment Adviser Representative(s) is/are servicing the Plan in an Investment Adviser Representative capacity:

and compensation will be paid directly to the RIA at and LPL Financial is broker-dealer of record on the Plan and any compensation received by LPL Financial as broker-dealer shall offset the Fees outlined in this Agreement.

Independent Financial Partners (IFP)
 FBO W. Michael Montgomery
 3030 N. Rocky Point Dr. W., Ste 700
 Tampa, FL 33607

2. Payment Source (Select one)

By Investment Provider or other third party, and/or our of Plan Assets
 Sponsor authorizes the investment provider or other third party ("Third Party Payor") to pay compensation due to RIA and Investment Advisor 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 Third Party Payor.)

Name of Payor: _____ Payment Account/Contract #: _____

Directly by the Plan Sponsor, Fees shall be billed to the Sponsor. Fees shall be due upon receipt of the billing notice.

Investment Adviser Representative will perform billing

3. Fee Schedule

In consideration of the above agreed upon services rendered by Investment Adviser Representative(s) (see Schedule B above), Fees shall be paid under the following arrangements as indicated below:

Annual Fee for Service. Fees for service based on percentage of Plan assets of _____ basis points (bps).

Annual Flat Fee. \$ 19,500 . Cost of Living Adjustment (COLA) _____%/Year.

Annual Fee for Service – Split. Fee for service of a percentage of Plan assets of _____ bps, paid based on the value of Plan assets, and _____ bps, paid on the value of new deposits into the Plan.

First Year Transition Expense Fee of \$ _____ or _____ bps (one time).

One-time Fee of \$ _____, for Project-Specific work (details below if applicable)

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
\$0.0	to \$ _____	_____ bps
\$ _____	to \$ _____	_____ bps
\$ _____	to \$ _____	_____ bps
\$ _____	to \$ _____	_____ bps
\$ _____	to \$ _____	_____ bps
\$ _____	to \$ _____	_____ bps

Project Specific Details:
 \$19,500 per year for three years, with two additional one-year renewal options upon mutual agreement between the parties.

**4. Payment Frequency, Timing, and Method**

Frequency: Monthly Quarterly Annually 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 the beginning or end of the quarter.
 Flat Fee, as noted above.

Additional Payment Details (if applicable):

5. Expenses

- Sponsor shall not pay any additional expenses.
 Sponsor shall pay the following expenses (detail):



MONTGOMERY
RETIREMENT PLAN ADVISORS

Use this Agreement for Non-ERISA, non-discretionary (3(21)) advisory retirement plans. **Please fill in all necessary fields in the Agreement starting on page one; then add any missing data on this IFP Transmittal Form.** For acceptance by IFP, please email Agreement along with this Transmittal Form to IFPRetirementPlans@IFPartners.com or fax to (877) 357-0812.

Legal Name of Plan: City of Naples 457(b) & 401(a) Defined Contribution Plans
Name of Employer/Plan Sponsor: City of Naples

IFP TRANSMITTAL FORM
FOR IFP OFFICE USE ONLY

A. Sponsor Information:			
Plan Sponsor Name:	<u>City of Naples</u>	Plan Type:	<u>457(b) & 401(a)</u>
Plan Tax ID:	<u>59-6000382</u>	Plan Sponsor Phone No.	<u>(239) 213-1896</u>
Responsible Plan Fiduciary:	<u>A. William Moss</u>	Plan Sponsor Fax No.	<u>(239) 213-1033</u>
Plan Sponsor Address:	<u>735 8th Street S.</u>	Plan Sponsor Email Address:	<u>bross@naplesgov.com</u>
Plan Sponsor City, ST Zip:	<u>Naples, FL 34102-6796</u>	Plan Sponsor Web Address:	<u>www.naplesgov.com</u>
B. Third Party Service Providers:			
Platform Name:	<u>Nationwide, ICMA-RC, & VALIC & Oth</u>	Custodian:	_____
Recordkeeper:	_____	TPA:	_____
Trustee/Corp. Trustee:	_____	Investment Provider:	_____
IFP Fee Payment Source:	_____	Acct./Contract Number:	_____
C. Plan Financial/Employee Information:			
Total Plan Assets:	<u>19,429,465</u>	No. of Eligible Employees:	<u>450</u>
Flat Fee (Annual):	<u>19,500</u>	Billing Frequency:	_____
		Billing Timing:	_____
		Annual Fee for Service (Bps):	_____
		COLA:	_____ %/Yr.
D. Investment Adviser Representative(s)/Solicitor:			
Advisor 1 Name:	<u>W. Michael Montgomery</u>	Advisor 1 DBA:	<u>Montgomery Retirement Plan Advisors</u>
Advisor 1 Phone No.:	<u>(813) 868-1924</u>	Advisor 1 ID/Split ID:	<u>100%</u>
		Advisor 1 Email Address:	<u>mmontgomery@m-rpa.com</u>
Advisor 2 Name:	_____	Advisor 2 DBA:	_____
Advisor 2 Phone No.:	_____	Advisor 2 ID/Split ID:	_____
		Advisor 2 Email Address:	_____
Advisor 3 Name:	_____	Advisor 3 DBA:	_____
Advisor 3 Phone No.:	_____	Advisor 3 ID/Split ID:	_____
		Advisor 3 Email Address:	_____
Solicitor Name:	<u>N/A</u>	Solicitor Phone No.:	_____
Solicitor Address:	_____	Solicitor Fax No.:	_____
Solicitor City, ST, Zip:	_____	Solicitor Email Address:	_____

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The CONSULTANT shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any sub-consultant similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the CONSULTANT's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the CONSULTANT shall provide, and shall cause each sub-consultant to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The CONSULTANT shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any sub-consultant performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

Except for the Worker's Compensation and Professional Liability, the City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

City of Naples
Attention: City Manager
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Managing Principal and Chief Financial Officer of the Montgomery Retirement Plan Advisors, Inc.** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONSULTANTS's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 25th day of August, 2015.

By: 