City of Tarpon Springs, Florida

General Employees Pension Board
324 East Pine Street
2nd Floor Media Room
Tarpon Spring, Florida 34689
(727) 938-3711
http://www.ctsfl.us/agenda.htm

GENERAL EMPLOYEES PENSION BOARD
THURSDAY, FEBRUARY 13, 2025
10:00 AM - 2ND FLOOR MEDIA ROOM

CALL TO ORDER

ROLL CALL

AGENDA ITEMS:

1. Retirements/Terminations - funds distributions report from the Human Resources Director
2. Presentation and discussion of quarterly Fiduciary Investment Report by Mr. Ron Letaw, OneDigital Retirement Services
3. Review and Execution of OneDigital Retirement Plan Investment Advisory Agreement
4. Other Business
5. Schedule Next Board Meeting

ADJOURNMENT

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Martin Spannagel*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***March 14, 2019***

Date of Eligibility for Funds Distribution***: November 27, 2024***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

100%

Reason for approval of fund distribution:

X Termination/Retirement ∊ Death Benefit ∊ Medical Hardship ∊ Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

______________________________ ______________

Signature of Plan Administrator Date

______________________________ ______________

Signature of Pension Board Chairperson Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Michael Vecchione*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***April 27, 2018***

Date of Eligibility for Funds Distribution***: December 4, 2024***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

100%

Reason for approval of fund distribution:

X€ Termination/Retirement € Death Benefit € Medical Hardship € Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

_______________________________________ ________________
Signature of Plan Administrator Date

_______________________________________ ________________
Signature of Pension Board Chairperson Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Salvatore Miranda*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***November 5, 1998***

Date of Eligibility for Funds Distribution***: December 9, 2024***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

100%

Reason for approval of fund distribution:

X Termination/Retirement   Death Benefit   Medical Hardship   Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

______________________________________ ______________
Signature of Plan Administrator Date

______________________________________ ______________
Signature of Pension Board Chairperson Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Madison Gardner*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***December 28, 2023***

Date of Eligibility for Funds Distribution***: December 27, 2024***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

20%

Reason for approval of fund distribution:

X Termination/Retirement ☐ Death Benefit ☐ Medical Hardship ☐ Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

____ ________________
Signature of Plan Administrator Date

____ ________________
Signature of Pension Board Chairperson Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Susan Kahler-DeCoste*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***December 14, 2006***

Date of Eligibility for Funds Distribution***: January 3, 2025***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

100%

Reason for approval of fund distribution:

X Termination/Retirement   Death Benefit   Medical Hardship   Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

____   _______________
Signature of Plan Administrator   Date

____   _______________
Signature of Pension Board Chairperson   Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Mission Square Retirement
777 North Capitol Street, NE
Washington, DC 20002-4240

This is authorization for Mission Square to release fund assets that have been deposited in Plan Group #106437 in the account name of ***Michael Gainer*** in accordance with the General Employees' Pension Fund. The following information was reviewed and approved by the City of Tarpon Springs General Employees' Pension Board on ____________________.

Date of Hire: ***February 25, 2021***

Date of Eligibility for Funds Distribution***: January 8, 2025***

Vesting for service is based on plan year ending September 30, 2024
Vesting Schedule as follows:

60%

Reason for approval of fund distribution:

X Termination/Retirement   Death Benefit   Medical Hardship   Other

The information provided above is correct to the best of my knowledge. The City of Tarpon Springs Defined Contribution Plan does not allow participants who have terminated employment to leave his/her vested portion of the account in the City's Group Plan #106437. Please contact the participant as soon as possible to make arrangements for distribution of the vested account balance. This memorandum authorizes Mission Square to transfer the remaining non-vested funds to the City's forfeiture account.

______________________________________ ____________
Signature of Plan Administrator   Date

______________________________________ ____________
Signature of Pension Board Chairperson   Date

Revised: 10/01/2008; 06/27/2012; 03/25/2016; 07/01/2022

Retirement Plan Investment Advisory Agreement

This Retirement Plan Investment Advisory Agreement ("Agreement") is effective as of the date stated on the Client Information Form ("Effective Date") by and between City of Tarpon Springs ("Client") and OneDigital Investment Advisors LLC ("OneDigital"), an SEC-registered investment advisory firm.

I. PROVISION OF SERVICES BY ONEDIGITAL:

In exchange for its receipt of the compensation specified in Schedule B, OneDigital agrees to perform those services specifically selected on Schedule A ("the Services") on behalf of each retirement plan(s) listed on the Client Information Form (collectively referred to as "the Plan") pursuant to the terms and conditions set forth in this Agreement.

II. TERMS AND CONDITIONS

1. Limitations on Services Provided. Neither OneDigital nor any "person associated with" OneDigital, as that term is defined in Section 202(a)(17) of the Investment Advisers Act of 1940, shall:

    a. have any responsibility under this Agreement to perform any duties beyond those necessary to provide the Services.

    b. have the authority to take custody or possession of any of the Plan's assets.

    c. act as or assume any duties as the Plan's trustee or administrator, including without limitation, having final responsibility for making any decision regarding the Plan's compliance with any applicable law or the Plan's governing documents.

    d. provide any advice or exercise any authority over the decision to include any of Client's capital stock as an investment option under Plan.

    e. provide individualized investment advice to the Plan's participants, unless specifically offered and agreed upon in a separate agreement with the participant.

    f. provide legal or tax advice to Client or the Plan.

    g. take any action or render any advice with respect to the voting of any proxies, unless otherwise required by law.

2. Client understands the Plan and/or its participants are assuming the market risk involved in their investments and that: (i) investments fluctuate in value and may be greater or lesser than the original cost when sold; (ii) past investment performance does not guarantee any level of future investment performance; and (iii) OneDigital does not warrant or guarantee any level of performance by any of the investments offered under the Plan or that any investment strategy will be profitable over time.

3. Client understands nothing in this Agreement shall be deemed to impose on OneDigital, its representatives, or its affiliates any obligation to provide the Services in the same manner or at the same time as they may provide similar services to any of their other clients.

4. Client acknowledges it has made an independent determination the fees payable pursuant to this Agreement are reasonable.

5. Client's Representations, Warranties and Disclosures**.** As a condition of OneDigital entering into this Agreement, Client hereby represents:

    a. Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. In addition, Client represents its engagement of OneDigital, as well as any instructions it provides to OneDigital regarding the Plan, are consistent with applicable plan and trust documents.

    b. Client will provide OneDigital with copies of the Plan and the trust documents, including all amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents. Client represents and warrants these documents meet the qualification requirements as a tax-exempt entity pursuant to the Internal Revenue Code and all regulations thereunder.

    c. All information provided to OneDigital to enable it to perform its services shall be true, correct, and complete in all material respects. Client agrees to promptly notify OneDigital in writing of any material change in the information provided to OneDigital and to promptly provide any such additional information as may be reasonably requested.

6. OneDigital's Representations, Warranties and Disclosures. As a condition of Client entering into this Agreement, OneDigital hereby represents:

    a. OneDigital is properly registered or authorized to provide the Services in Client's state of domicile and shall maintain such registration or authorization through the term of this Agreement. In addition, all personnel assigned by OneDigital to render the Services hereunder shall be appropriately licensed as required by law.

b. OneDigital has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by them from any third party, including any governmental authority, in connection with this Agreement.

7. Limits on Liability.

a. OneDigital shall have no liability for any loss resulting from the insolvency of the Plan's custodian. In addition, OneDigital shall have no liability from any acts or omissions committed by any of the Plan's other current or former service providers.

b. It is agreed that, to the extent permitted under applicable law, neither party (including its employees and agents) shall seek any exemplary or consequential damages from the other party.

c. It is agreed that, except as set forth in subsections II.7.d. and e., below, each party shall be responsible for defending itself from any claims for damages made against it. However, once a party has been found, in a final, non-appealable decision, to be liable for losses suffered by a third party, it shall indemnify the other party and hold the other party harmless from any liability for those losses.

d. Client will defend OneDigital, and each of its current or future subsidiaries, affiliates, shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all losses, expenses, liabilities, obligations, costs, attorney fees, or damages of every kind and character without limitation, arising from a claim brought by a third party that: i) is based upon Client's breach of any of the representations and warranties made in subsection II.5; or ii) is not based upon any Services required to be provided by OneDigital under this Agreement.

e. OneDigital shall defend Client and each of its current or future subsidiaries, affiliates, shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all losses, expenses, liabilities, obligations, costs, attorney fees, or damages of every kind and character without limitation arising from a claim brought by a third party that is based upon OneDigital's breach of the representations and warranties made subsection II.6.

8. Termination. Except as set forth in subsection II.10., below, this Agreement shall remain effective until either party shall give the other at least thirty (30) days' written notice of its intent to terminate. In the event this Agreement is terminated: i) Client will be required to pay a prorated portion of any unpaid compensation owed, or ii) OneDigital will be required to refund a prorated portion of any excess compensation received, as applicable, from the last billing period to the termination date. Client acknowledges that, upon termination of this Agreement, OneDigital will have no continuing duty to provide the Services and that the circumstances pursuant to which OneDigital provided the Services will change OneDigital will cease to have any responsibility for how the Plan is operated - regardless of whether the Plan continues to be operated consistent with the Services previously provided by OneDigital.

9. General Provisions.

a. *Entire Agreement*. This Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, or promises other than those set forth herein have been made by any party to the other.

b. *Amendments*. No modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties.

c. *Duty to provide Information.* Upon Client's written request, OneDigital will furnish any other information relating to compensation it received in connection with this Agreement that is required for Client to comply with its reporting and disclosure requirements under applicable regulations.

d. *Waiver of Limitation*. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under as federal or state securities laws.

e. *Non-Assignability; Binding Effect*. No assignment of this Agreement shall be made without the consent of both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

f. *Delivery of Notices*. Any notice, advice, or report provided between the parties under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or by electronic mail to:

i. for Client: the address listed on the Client Information Sheet;

ii. for OneDigital: the address listed on the cover page of this Agreement; or

iii. or at such other address as a party may designate in writing.

f. *Advice of Counsel*. Each party represents and warrants that, in executing this Agreement, it has had the opportunity to obtain independent accounting, financial, investment, legal, tax, and other appropriate advice and that it has carefully read and fully understands the terms and consequences of this Agreement. Each party represents and warrants that its execution of this Agreement is free and voluntary.

g. *Severability*. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

h. *Interpretation***.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.

10. Receipt of Firm Brochure. Client hereby acknowledges delivery and receipt of OneDigital's Form ADV, which is attached at the end of this Agreement. If Client did not receive this document at least forty-eight (48) hours prior to execution of this Agreement, it may cancel this Agreement by giving written notice to OneDigital within five (5) days after executing this Agreement.

11. Disclosure of Potential Conflicts.

The investment adviser representative providing the Services may also be a registered representative of a broker-dealer. However, OneDigital's investment adviser representatives are not permitted to receive any compensation from a broker-dealer or any investment product providers as a result of the Services including, without limitation, any investment products recommended or sold to the Plan. Therefore, the only compensation the investment advisor representative may receive as a result of the Services is a salary and/or portion of the advisory fee payable to OneDigital under this Agreement.

OneDigital does not receive any direct or indirect compensation from the providers of the investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by OneDigital's employees and agents to attend industry and educational events, as well as to learn about the provider's products and to host client events. (OneDigital maintains a register of such payments and will make this information available to Client upon request.) Therefore, the only compensation OneDigital derives from its provision of Services under this Agreement are the fees specified herein, and it believes its investment recommendations are free from conflict.

12. Fiduciary Status. There may be certain Plans that are not considered plans subject to ERISA. However, such Plans are governed by other applicable federal and/or state law, rules and guidance. Accordingly, for purposes of this Agreement, with regard to such non-ERISA Plans, reference to terms found in ERISA or any ERISA requirements discussed herein shall instead mean the similar term or requirement, if any, set forth in the relevant applicable federal and/or state law, rule or guidance. Notwithstanding the foregoing, OneDigital acknowledges that for any actions it undertakes as the Plan's investment manager or in otherwise providing investment advice to the Plan for compensation, the applicable standard of care under this Agreement for non-ERISA plans shall be the ERISA standard of care.

<u>**APPENDIX I - PRIVACY NOTICE**</u>

OneDigital values the trust its retirement plan clients have placed in it and is committed to the responsible management, use, and protection of information it acquires regarding the plan, its sponsor, and the plan's participants. However, OneDigital must use and share such information to provide the Services, as well to comply with applicable law.

As you read this document, please note that federal privacy laws only apply to individuals who have purchased a financial product or service for personal, family, or household purposes. As a result, the laws do not apply to services provided to retirement plans or other entities. However, it is the intent of OneDigital to maintain the confidentiality of any nonpublic, personal information of its retirement plan clients (including their participants and beneficiaries) as if that information was protected by federal privacy laws, and it will only disclose such information pursuant to the exceptions set forth below, unless specifically requested by the client.

Information We Collect From You
OneDigital collects information about its retirement plan clients and their participants to help it provide the Services, offer new products or services, and fulfill legal and regulatory requirements. OneDigital collects information about its customers from the following sources:

- information provided to us, our affiliates, or our investment advisor representatives, such as from Client in the course of OneDigital's provision of the Services to the Plan or from plan participants in connection our investment education or financial wellness services.

- information provided by other unaffiliated third parties, such as from the plan's recordkeeper or custodian.

- information gleaned from public sources, such as the plan's Form 5500 filing.

However, unless we are providing investment management services to the Plans' participants, OneDigital typically does not collect or retain their personal, identifiable information ("PII") such as their social security number, birth date, net worth, assets, or income. In the event OneDigital is managing a participant's Plan account pursuant to a separate agreement, it will provide that participant with a separate Privacy Notice regarding our use of PII.

Sharing Information
OneDigital will not disclose nonpublic information related to the Client or any PII of the plan's participants or beneficiaries without prior consent, unless the disclosure is needed to:

- provide the Services, including, without limitation:

  - providing investment education or financial wellness services to the plan's participants;

  - educating terminated participants regarding available options for their Plan account assets; or

  - providing concierge service to Client in working with the plan's vendors;

- responding to participants' requests for additional investment advisory/management services;

- providing the Plan's participants with marketing materials regarding OneDigital's products and/or services, as well as those offered pursuant to joint agreements with our affiliates or non-affiliated third parties; but only if: i) the offering of the product or service has been authorized by Client; and ii) all parties offering the products and/or services have agreed, in writing, to protect the confidentiality of the information and to not use it for any other purpose;

- enforce any of OneDigital's rights, including the collection of any fees or other payments due;

- provide any of OneDigital's affiliates, including Triad Advisors, LLC, its affiliated broker-dealer, with information regarding its operations, or as reasonably required pursuant to the proposed or actual sale, merger, transfer, or exchange of all, or a portion of, its business;

- comply with the request or requirements of regulatory and/or law enforcement organizations;

- respond to a subpoena or discovery request; or

- provide disclosures as otherwise permitted or required by law.

OneDigital may provide such information to OneDigital's affiliates and/or unaffiliated financial or non-financial services providers as necessary pursuant to the exceptions listed above. However, OneDigital will not sell, share, or disclose any nonpublic personal information to unaffiliated third-party marketing companies.

Any California resident's personal information disclosed by the Client is only for limited and specified purposes of OneDigital fulfilling its obligations under this Agreement. To the extent not preempted by applicable Federal regulations, OneDigital shall comply with applicable obligations under the California Privacy Rights Act (the "Act") regarding California residents, including providing the same level of privacy protection as required thereunder. Company may take reasonable and appropriate steps to help ensure that OneDigital uses any such disclosed personal information in a manner consistent with the Client's obligations under the Act. OneDigital shall notify Client if it makes a determination that it can no longer meet its obligations under the Act. The Client may, upon such notice from OneDigital, take reasonable and appropriate steps to stop and remediate unauthorized use of such personal information. Additional information about OneDigital's privacy policies can be found at https://www.onedigital.com/privacy-policy/.

Safeguarding Information
OneDigital recognizes the need to prevent unauthorized access to the information it collects, including information held in electronic format. As a result, OneDigital limits access to customers' confidential or nonpublic personal information only to personnel who need the information to provide the Services. OneDigital maintains physical, electronic, and procedural safeguards regarding its customers' information to ensure it complies with this policy, industry practices, and federal and state regulations, including after this Agreement is terminated.

SCHEDULE A

SCHEDULE OF SERVICES TO BE PROVIDED
(Ongoing Services)

Client Name: City of Tarpon Springs

Check each Service to be provided pursuant to this Agreement:

☒ Preparation of Investment Policy Statement. OneDigital will help draft an investment policy statement ("IPS") for Client to review, amend, and adopt as it deems appropriate in consideration of the Plan's investment objectives, policies, and constraints. The IPS will outline the investment policies and objectives for the Plan as well as considerations for meeting those objectives.

☒ Investment Advice to the Plan. OneDigital will recommend, for adoption by the Plan, the specific investments to be held by the Plan or, in a participant-directed plan to be offered as investment options under the Plan, consistent with the policies outlined in the IPS. OneDigital will also assist the Plan in implementing any investment decisions it adopts.

☒ Performance Monitoring and Reporting of Investments. OneDigital will monitor Plan's investments according to the guidelines outlined in the IPS. OneDigital will also prepare performance reports based upon information derived from statements provided by Client and/or the Plan's recordkeeper.

☒ Advice on Qualified Default Investment Alternative. If Client determines the Plan should have a qualified default investment alternative ("QDIA") for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election, OneDigital will recommend, for adoption by the Plan, the investment(s) to serve as the QDIA.

☒ Education Services to Plan Fiduciaries. At times mutually agreed to by the parties, OneDigital will provide educational training, including guidance as to fiduciary responsibilities, for the Plan's fiduciaries, including members of the committee to whom investment authority has been delegated at such times and under such terms as the parties may agree from time-to-time. These educational sessions shall occur as mutually agreed by the parties, unless specified here: .

☒ Counseling Services to Plan Fiduciaries on Increasing Participant Retirement Readiness. OneDigital will periodically audit the Plan's behavioral health. This may include, without limitation, a review of the Client's payroll demographics, survey of the Plan's participation and deferral rates, and analysis of the investment choices being made by the Plan's participants. OneDigital will then counsel the Plan's fiduciaries on strategies designed to optimize participants' use of the Plan to meet their retirement needs. However, Client understands this does not include the implementation of any changes in the Plan's design, as such services may be considered a "settlor expense" that cannot be paid from Plan assets.

☒ Participant Investment Education Services. OneDigital will assist Client in educating the Plan's participants regarding general investment principles and the investment alternatives available under the Plan. These educational sessions shall occur as mutually agreed by the parties, unless specified here: .

☐ Participant Enrollment Services. OneDigital will assist Client in enrolling participants in the Plan, including conducting enrollment meetings designed to increase retirement plan participation among employees. These enrollment sessions shall occur as mutually agreed by the parties, unless specified here: .

☒ Concierge Services. OneDigital will act as the Plan's liaison with its vendors to help coordinate communications regarding issues Client may experience with its management of the Plan. However, OneDigital will not assume any responsibility or liability for the actual management or administration of the Plan, including any responsibility for ensuring Client or a vendor completes any duty or task assigned to it.

☒ Request for Proposals/Plan Vendor Search. OneDigital will manage the preparation, distribution, evaluation of RFPs of potential vendors for selection by the Plan, as well as interviewing the finalists and providing support services for the conversion to the selected vendor.

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

☒ Assistance in Identifying Plan Fees. OneDigital will assist Client in identifying the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communications, and/or other services provided to the Plan.

(Project Based Services)

☐ Project Based Service.

☐ Project Based Service.

Client Name: City of Tarpon Springs

SCHEDULE B

FEE SCHEDULE

1. Advisory Fee. In exchange for its provision of the Services designated on Schedule A, the parties agree OneDigital shall be entitled to an advisory fee equal to:

Service Type	Fee Type**	Annual Fee Amount	Payment Frequency	Payment Timing	Paid By	Rep Code
Ongoing Services (Flat Fee)	Flat Fee	$17,500 for January 1, 2025 through September 30, 2025, then $25,000 thereafter	Quarterly	In Advance	Client	RLL1D

For Percent of Assets and/or Tiered Schedule: The value of total assets within the Plan or the participant's account will be as documented by the Plan's custodian as of the date that corresponds to the "Frequency" column listed above for that payment period. Client understands and agrees that, if the advisory fee is charged as a percentage of Plan or participant assets, the percentage is applicable to the Plan assets for that payment period, divided by the applicable ratio for a 12-month period. For example, if the payment period is "Quarterly," the advisory fee for each complete payment period will be calculated as:

(Plan assets x applicable percentage) / 4

☐ **Tiered fee for service** based upon the following percentage of the total assets within the Plan:

Value of Plan Assets	Fee
$0 - $	bps/flat fee
$ - $	bps/flat fee
$ - $	bps/flat fee
$ - $	bps/flat fee
$ - $	bps/flat fee

The applicable fee will be assessed on a ☐ **tiered basis** or a ☐ **breakpoint basis**.

A "**tiered basis**" will multiple the stated fee percentage for each separate asset range to the applicable plan assets in that asset range. The products of those calculations will then be added together to calculate the total fee.

A "**breakpoint basis**" will multiple the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

2. **Additional Fees. Client and/or the participants in the Plan may incur certain charges imposed by third parties in addition to the advisory fees described herein. Such charges include, but are not limited to, custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund selected as an investment; wire transfer fees; and other fees and taxes on brokerage accounts and securities transactions.**

3. Annual Cost of Living Adjustment ("COLA"). The parties agree the applicable fee for Ongoing Service shall automatically increase pursuant to the following schedule:

Effective Date of First Increase	Percentage of Increase	Frequency
1/1/2027	3.00	1 Year

CLIENT INFORMATION FORM

Effective Date

This Agreement shall be effective as to the Plan(s) listed on this Client Information Form beginning on 1/1/2025 .
(If the Effective Date is not the first day of the initial payment period, a pro-rata fee will be charged for that initial payment period.)

Information Regarding the Plan Sponsor

City of Tarpon Springs
Plan Sponsor ("Client")

Address	City	State	Zip Code
324 East Pine St	Tarpon Springs	FL	34688

Phone Number	Fax Number	Website
727-938-3711		ci.tarpon-springs.fl.us

Federal Tax ID Number	Contact Person-Phone Number/Extension
51-0446448	Jane Kniffen (727) 938-3711

jkniffen@ctsfl.us
Contact Person-Email

Information Regarding the Plan Sponsor's Retirement Plan(s)

Plan Name	Plan Type (401(k), 403(b), Profit Sharing Plan, etc.)	Federal Tax ID Number	Number of Participants (Approx.)	Value of Plan Assets (Approx.)	Record Keeper and Plan No.
City of Tarpon Springs, FL 457(b) Deferred Compensation Plan	457(b) Plan		203	$12,602,488	MissionSquare - 300667
City of Tarpon Springs General Employees' Retirement Plan	401(a) Plan		309	$17,749,788	MissionSquare - 106437

(Additional retirement plans may be added by endorsement, if necessary.)

Billing Contact and Address

Company or Individual:	Contact (If Company):	Relationship:
City of Tarpon Springs	Jane Kniffen jkniffen@ctsfl.us	☒ Plan Sponsor ☐ Investment Provider ☐ Custodian/Recordkeeper ☐ Other (explain)
Address: 324 East Pine St City Tarpon Springs State FL Zip Code 34688		
Name of Company/Individual to contact for asset value if applicable Name: N/A Phone: N/A		

SIGNATURE PAGE

By their signatures, below, the parties hereby indicate their acceptance of the terms and conditions set forth in this Agreement, including Schedules A and B and the Client Information Form. In addition, each individual signatory warrants his/her authority to bind the respective party to this Agreement.

For Client:

Signature of Responsible Plan Fiduciary or Trustee: ______________________________

Printed Name: ______________________________

Date: ______________________________

Signature of Responsible Plan Fiduciary or Trustee: ______________________________

Printed Name: ______________________________

Date: ______________________________

For OneDigital:

Signature of Investment Advisor Representative: ______________________________

Printed Name: ______________________________

Date: ______________________________

Signature of Investment Advisor Representative: ______________________________

Printed Name: ______________________________

Date: ______________________________

For Advisor Use Only:

Copy of Agreement to Client: 12/3/2024

Branch: OD1716a Montgomery Retirement

Advisor Rep Code: RLL1D

Notes: N/A

We are excited to embark on this new journey together. We see all our 5000+ clients as partners. This is not a one-time transaction, rather, a partnership, an investment into our future, and a mutually beneficial relationship.

We regularly receive questions from plan sponsors and their legal/financial advisers regarding our retirement plan agreements. In the spirit of our corporate culture of full disclosure and transparency, we have compiled a short **FAQ list** to help quell some of the questions you may have.

FREQUENTLY ASKED QUESTIONS

Page 1, Section II, Subsection 3: *Client understands that nothing in this Agreement shall be deemed to impose on OneDigital, its representatives, or its affiliates any obligation to provide the services in the same manner or at the same time as they may provide similar services to any of their other clients.*

Every plan is made up of unique participants with unique financial goals. As a result, different plans may need a customized approach and unique financial advice. For example, a plan with mostly young participants just starting their employment journey will likely need different financial advice than a plan with an older set of participants. The above section gives us the ability to provide tailored financial advice to each plan.

Page 2, Section II, Subsection 7. Limits on Liability, Clause C: *It is agreed that each party shall be responsible for defending itself from any claims for damages made against it. However, once a party has been found, in a final, non-appealable decision, to be liable for losses suffered by a third party, it shall indemnify the other party and hold the other party harmless from any liability for those losses.*

Due diligence and factfinding is of the utmost importance when looking at possible damages. ERISA-based claims can be complex and involve multiple parties. While we are your partners, we are not your insurers and cannot insulate you from liability or defend you from allegations against you. Conversely, we would not expect our partners to act as our insurers and insulate us from liability. Our position is, let's first figure out what happened, who did what, and then we can determine who should cover the damages. We are not trying or asking to shift our liability to another, on the contrary. We stand behind our commitment to this partnership, and if something does happen, we are here to help fix it. In the event there are damages, except as prohibited by ERISA, our agreement does not limit the amount of liability that may be imposed on either party.

Jurisdiction/Venue/Choice of Law: We purposefully chose to remain silent on this matter. Of course, we would love to have the chosen jurisdiction be in our back yard. At the same time, we know that our business partners would love for the jurisdiction to be in their chosen locations. **There is no need to force our choice of jurisdiction on our partners and vice versa.** These issues can be addressed, should there ever be a dispute.

Privacy Notice, Cybersecurity, and Participant Information: It doesn't matter how big or small your business is, or whether its annual revenue places it on the Fortune 500 list, data and information protection has most likely made it to the top of your agenda. As your company's financial partners, we interact with sensitive data about your business and your employees. Every one of our retirement plan agreements

includes a Privacy Notice that clearly outlines how (if at all), information about retirement plan clients and their participants will be handled.

If you are reading this, you know that OneDigital provides much more than just retirement plan investment management. We work with plan's participants on creating individualized/personalized financial plans, offering educational and financial wellness services, setting up individual retirement accounts, and more. By their nature, providing these services requires us to access and occasionally share sensitive information. But, as stated in our Privacy Notice, we do so only after getting your permission. We **never** sell, share, or disclose any nonpublic personal information to unaffiliated third-party marketing companies! In addition, while handling any sensitive data, we follow strict cybersecurity procedures and utilize industry leading Cloud Security, Infrastructure Security, and Network Security systems.

We pride ourselves on fostering relationships founded in fairness, transparency, and cooperation. We aim to uphold these values throughout the tenure of our relationships and are open to addressing your questions and concerns. We are excited to welcome you to our OneDigital family

Item 1 – Cover Page

Form ADV Part 2A Brochure

OneDigital Investment Advisors, LLC
(Retirement Plan Division)
11101 Switzer Road, Suite 200
Overland Park, KS 66210
877-742-2021

https://www.onedigital.com/solutions/financial-services/

March 29, 2024

This Brochure provides information about the qualifications and business practices of OneDigital Investment Advisors, LLC ("OneDigital"). If you have any questions about the contents of this Brochure, please contact us at 877-742-2021. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority.

OneDigital is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information from which you can determine whether to hire or retain an adviser.

When a registered investment adviser provides investment advisory services, it is a fiduciary under the Investment Advisers Act of 1940 and has a duty to act in its clients' best interest and to make full and fair disclosure to its clients of all material facts and conflicts of interest. The purpose of this Part 2A Brochure and individual Part 2B Brochure Supplements is to disclose those material facts and conflicts of interest.

Additional information about OneDigital is also available via the SEC's web site: www.advisorinfo.sec.gov.

Item 2 – Material Changes

This Brochure, dated March 29, 2024, represents the annual update to the firm's brochure, which was filed on March 29, 2023.

OneDigital has revised the exchange traded funds ("ETFs") it often uses in its Personalized Portfolio program which manages investment allocations for retirement plan participants. Specifically, it divided its Equity ETF into separate Domestic Equity and International Equity ETFs, divided its Bond ETF into separate accumulation and decumulation focused ETFs, and replaced its Risk Mitigation ETF into a Diversifying Strategies ETF consisting of investments in real estate investment trusts and commodities.

Because it is no longer marketing EvoShare to its retirement plan clients, OneDigital has removed its description of the service from Item 14 – Client Referrals and Other Compensation.

Pursuant to SEC Rules, OneDigital will deliver a summary of any materials changes to this and subsequent Brochures to you within 120 days of the close of our fiscal year, as well as providing notices of material changes as necessary. All such information will be provided to you free of charge.

OneDigital's Brochure may be requested by contacting 877-742-2021. Additional information about OneDigital is also available via the SEC's web site www.advisorinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with OneDigital who are registered as investment adviser representatives of the firm

Item 3 Table of Contents

Contents

Item 4 – Advisory Business

OneDigital is registered as an investment adviser with the United States Securities and Exchange Commission (CRD # 106766). OneDigital was organized as a corporation under the laws of the State of Missouri in 1987 and was converted to a limited liability company in 2018. Pursuant to a Unit Purchase Agreement dated January 21, 2020, OneDigital is now a wholly owned subsidiary of Digital Insurance LLC. The firm changed its legal name in 2023 from "Resources Investment Advisors, LLC" to "OneDigital Investment Advisors LLC" to reflect its integration with its parent company.

OneDigital provides investment advisory and management services to the sponsors of retirement plans, as well as third party administration (TPA) services. In addition, it also provides investment management services to the plans' participants. (OneDigital also provides investment advisory, investment management, and financial planning services to individual and institutional clients, and those services are outlined in a separate brochure specifically tailored to the firm's Wealth Management Division.)

For the sponsors of retirement plans, OneDigital will either serve as the plan's investment adviser pursuant to §3(21) of ERISA (in which case OneDigital will recommend investment decisions for approval by the plan's named fiduciaries) or as the plan's investment manager pursuant to §3(38) of ERISA (in which case OneDigital will manage the plan's investment decisions on a discretionary basis). In either case, OneDigital will assist the plan sponsor with any notices or transactions resulting from a change in the plan's investment options.

If the plan consists of pooled accounts, OneDigital's services will involve providing advice or management on the actual investment of the plan's assets. However, the vast majority of OneDigital's retirement plan clients consist of participant-directed, defined-contribution plans, in which its services involve the provision of advice or management on the investment options that will be made available to the plan's participants.

In rendering these services to most participant-directed plans, OneDigital works with the plan's named fiduciaries to evaluate the demographics of the plan's participants to select investment options that are appropriate for their retirement needs based upon ERISA §404(c)'s requirement that such plans offer a "broad range" of investment options. The plan's named fiduciaries can impose restrictions on the types of investments that may be held by, or offered through, the plan, and those guidelines are typically referenced in the plan's investment policy statement. However, OneDigital generally does not provide advice regarding the inclusion of the plan's sponsor's stock within the plan.

OneDigital offers additional services to its retirement plan clients, including without limitation, assisting the plan's named fiduciaries with drafting the plan's investment policy statement, selecting an appropriate qualified designated investment alternative ("QDIA"), and providing investment education and enrollment services for the plan's participants. In addition, OneDigital now offers plan participants with financial planning assistance, debt counseling services, and other financial wellness tools as part of its Personal Financial Planning program.

As of December 31, 2023, OneDigital managed approximately $107,102,318,821 in assets, of which approximately $35,028,099,577 was managed on a discretionary basis and approximately $72,074,219,244 was managed on a non-discretionary basis.

Because the investment management services OneDigital offers to plan participants through its Personalized Portfolios program differs significantly from the advice given to the sponsors of these participants' plans, OneDigital collects a separate fee for each service and has included both the plans' and the participants' assets in the calculation of its regulatory assets under management – which results in the double counting of these assets. Specifically, as of the date of this disclosure, OneDigital managed approximately $1,346,353,598 through its Personalized Portfolio program and those assets were counted toward the assets it managed on a discretionary basis. Depending upon whether it served as the investment adviser or investment manager of the participants' retirement plan, those same assets were also included in OneDigital's calculation of the assets it managed for retirement plans on a discretion non-discretionary basis.

Item 5 – Fees and Compensation

Pursuant to §408(b)(2) of ERISA, OneDigital and other vendors providing services to a retirement plan or its participants must disclose all direct and indirect compensation they will receive in exchange for the services they provide to a retirement plan. OneDigital's agreements with its plan sponsor clients disclose the services it will provide and the fee it will charge for those services, which serves as its ERISA §408(b)(2) disclosure.

For investment advisory/management services, OneDigital charges its fees either on a percentage of assets in the retirement plan or as a flat annual fee. Those fees are negotiable and vary greatly based upon the size of the plan and the services OneDigital will be providing. In fact, many plans select their investment adviser by soliciting competitive bids from multiple advisers. As a result, it is impossible to provide a fee schedule that would be relevant to all retirement plan clients.

For its Personalized Portfolios program, OneDigital enters into a separate agreement with each participant that discloses its management fee, which is based upon a percentage of the value of the participant's plan account. A portion of that fee is used to pay the plan's recordkeeper for providing access for OneDigital to process trades on its platform, as well as to compensate the recordkeeper for calculating and processing the management fee. If OneDigital uses a sub-adviser to make investment allocation decisions and trades in the participants' accounts, it also pays a portion of the management fee to the sub-adviser.

OneDigital's advisory fee does not include any applicable taxes; confirmation fees for trades; custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund (as disclosed on the fund's prospectus), as well as other fees imposed by the plan's recordkeeper/custodian for securities transactions. The plan's administrator is required to provide participants with a disclosure of the costs associated with the investment options offered under the plan, pursuant to §404a-(5) of ERISA.

Retirement plan clients can decide whether the fees will be paid directly by the plan sponsor or deducted from plan assets. When OneDigital's advisory fees are paid from plan assets, it must rely upon the plan's recordkeeper to collect that fee and the recordkeeper's policies will determine the amount of applicable assets, as well as whether OneDigital's fee will be paid in advance or in arrears. This is also true for OneDigital's Personalized Portfolios program. However, if the plan sponsor pays OneDigital's fee directly – as is often the case for the fees OneDigital charges for its Personal Financial Planning services – OneDigital will charge a flat fee and the parties can negotiate when those payments will be due.

Either party can terminate the agreement upon 30 days' prior written notice to the other. If the advisory fee had been collected in advance and the agreement is terminated in the middle of a calendar quarter, any unearned fees paid in advance will be refunded to the client on a pro-rata basis.

Because it would likely be deemed a prohibited transaction under ERISA (as well as being a general conflict of interest), OneDigital and its investment adviser representatives are not permitted to accept any compensation for the sale of any securities or investment products when they are acting as a fiduciary investment adviser or investment manager for a retirement plan or participant, except to the extent that compensation is used to offset OneDigital's advisory fee. For that reason, while some of OneDigital's investment adviser representatives are also registered representatives of broker-dealers such as, they rarely offer securities or insurance brokerage services to retirement plan clients.

There are several exceptions to this rule, though. For example, when advisers who had previously serviced their retirement plan clients on a brokerage basis are acquired by OneDigital, it may take time for them to transition those accounts to an investment advisory platform. In those cases, OneDigital's investment adviser can be paid on a commission basis through the broker-dealer with whom they are registered, but those commissions are typically used to offset OneDigital's advisory fee.
In addition, some of OneDigital's investment adviser representatives assist sponsors of "frozen defined benefit plans" to offload some or all of their liability for making future payments to beneficiaries through the purchase of an insurance annuity. (A "frozen defined benefit plan" is one that is no longer enrolling new participants but has a continuing duty to pay previously vested benefits.) As compensation for providing these services, the employee and/or investment adviser representative may collect a consulting fee from the client and/or a commission for the sale of the insurance annuity.

Finally, some of OneDigital's employees and/or investment adviser representatives assist employers in establishing non-qualified, executive benefit plans. Because these activities involve the sale of insurance products, those employees and/or investment adviser representatives will typically receive a commission on the sale of the selected insurance product. However, those services are not considered investment advice, and clients are reminded they have the option to purchase these insurance products from other agents, brokers or investment adviser representatives not affiliated with OneDigital.

When OneDigital's employees or investment adviser representatives recommend commissioned-based products in those situations, a conflict of interest arises because their compensation is based upon the sales commission offered by the product, as opposed to the client's needs. Therefore, clients should understand that they have the option to purchase any products OneDigital's employees or investment adviser representatives recommend through other brokers or insurance agents that are not affiliated with OneDigital.

Item 6 – Performance-Based Fees and Side-By-Side Management

OneDigital does not charge performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

OneDigital's Retirement Plan Division provides investment advisory and management services to the sponsors of many distinct types of retirement plans that are eligible for tax deferment under the Internal Revenue Code. It also provides investment advisory and management services to the participants of defined-contribution plans. There is no minimum amount of assets required for OneDigital to provide these services.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

For ERISA qualified, participant-directed, defined-contribution plans, OneDigital's first concern is to ensure the plan complies with ERISA §404(c)'s requirement by offering a "broad array" of investment options to enable participants to develop a diversified portfolio. If the plan already has an investment policy statement ("IPS"), OneDigital analyzes the investment options offered through the plan's platform provider to help ensure there is adequate representation of investment categories for the plan's participants to select from to construct a diversified portfolio. If the plan does not have an IPS, OneDigital can work with the plan to draft one to guide the plan fiduciaries' oversight of its investment options.

Once the investment categories are identified, OneDigital further refines them into the investment styles offered within each category. OneDigital then analyzes the choices available within each classification based upon investment style (including style consistency), risk and return characteristics, and performance versus the peer group median. Qualitative factors, such as the investment's operating expenses and tenure of its investment manager are also considered. Based upon this analysis, OneDigital will recommend or select the investment options it believes are best suited to be made available to a plan's participants. Thereafter, OneDigital scores the various investment options each quarter. Those options that underperform are placed on a "watch list" and, if the underperformance continues, OneDigital may recommend or select another investment option(s). OneDigital also monitors the participants' demographics and utilization of the selected investments to help ensure they have relevant choices and understand how to utilize those options to build a suitably diverse investment portfolio.

One investment classification that is typically made available to plan participants is some type of money market or stable value fund, each of which has advantages and disadvantages. In particular, money market funds, which are designed to maintain a steady net asset value of $1 per share, provide more liquidity but lower returns than stable value funds, which invest in high quality, short- to intermediate-term bonds. In addition, because some recordkeeping platforms require the utilization of their own money market or stable value fund, OneDigital may not have the ability to recommend other alternatives without requiring that the plan switch recordkeepers.

In 2023, the Department of Labor issued a rule that permits plan fiduciaries to consider extraneous factors (including, but not limited to, "ESG factors") when making investment decisions – especially if plan participants are requesting these options. However, a plan fiduciary cannot use extraneous factors to make investment decisions if they will lead to lower returns or greater risk. As a result, such extraneous factors should only be considered as a tie-breaker after purely pecuniary factors as used to evaluate potential investment options.

When OneDigital is managing a plan's pooled investments, it applies Modern Portfolio Theory to develop an investment strategy that is appropriate for the plan's objectives. Specifically, OneDigital will consider the plan's current funding status, the demographics of its intended beneficiaries, and annual investment return needs to construct a portfolio that adequately balances the plan's investment risks and growth requirements.

For its Personalized Portfolios program, OneDigital will either utilize investment options available in the plan's core lineup or collective investment trusts ("CITs") it manages through Alta Trust. OneDigital then typically employs a sub-adviser to use its proprietary algorithms to construct a customized allocation for each participant based upon information (age, gender, income, current savings, etc.) provided by the plan's recordkeeper.

In the past, OneDigital utilized separate ETFs focused upon equity, fixed income and risk mitigation strategies in its Personalized Portfolios program. However, in 2023, the following changes were implemented: 1) The Equity ETF was replaced with separate Domestic Equity and International Equity ETFs. 2) The Fixed Income ETF was replaced with separate Core Plus Bond (for the accumulation phase) and Income Tilted Bond (for the decumulation phase) ETFs. 3) The Risk Mitigation ETF was replaced with a Diversifying Strategies ETF consisting of real estate and commodities holdings.

The CITs are not registered as mutual funds under the Investment Company Act of 1940 or as securities under the Securities Act of 1933. As a result, participants invested in those CITs are not entitled to the protections of those statutes. Instead, the CITs are regulated by state banking authorities and the Office of the Comptroller of the Currency, which is part of the U.S. Treasury. In addition, they are subject to oversight by the IRS and Department of Labor. OneDigital prefers to utilize CITs when possible because they generally charge lower fees than comparable mutual funds. Although OneDigital serves as the investment manager for those CITs, it does not receive a few or other compensation for providing those services. Instead, the only compensation OneDigital receives for its Personalized Portfolio program is the investment management fee listed on the client's agreement.

Clients must remember that investing in securities involves risk of loss, which they should be prepared to bear. These risks include market risk, interest rate risk, currency risk, and political risk, among others. No investment strategy, nor the use of a third-party manager, can assure a profit or avoid a loss, and OneDigital does not guarantee any level of investment returns.

Item 9 – Disciplinary Information

OneDigital and its "management persons" are required to disclose all material facts regarding any legal or disciplinary events that would be material to the evaluation of the firm or the integrity of its management, such as criminal convictions or violations of securities laws. (A "management person" is generally defined as any of the firm's principal executive officers and members of the firm's investment committee.) Neither OneDigital nor any of its managers are currently subject to, or have ever been subject to, any material events resulting from a legal or disciplinary action. The investment adviser representatives working on a client's account are also required to disclose any such events in their biographies, which are provided in a separate document (ADV Part 2B).

Item 10 – Other Financial Industry Activities and Affiliations

The majority of OneDigital's investment adviser representatives provide services to their clients as employees of OneDigital, but some are employed by, or acting as independent contractors for, independent financial services firms that operate under their own brand name. Because those independent financial services firms are not licensed investment advisers, their employees and independent contractors register through OneDigital to provide their investment advisory services. Therefore, even though those investment adviser representatives are not employees of OneDigital, it is statutorily responsible for supervising their investment advisory activities and is directly liable for any investment advice they provide.

Some of OneDigital's investment adviser representatives (as well as its President and Chief Compliance Officer) are also registered representatives of a broker-dealer and, in that capacity, could recommend securities transactions for individuals or entities who are also clients of OneDigital. In that event, the broker-dealer will pay these individuals a portion of the brokerage commissions received for products they sell. However, because this creates a conflict of interest, neither OneDigital nor its investment adviser representatives are permitted to receive any brokerage commissions generated from securities OneDigital recommended to retirement plan clients or their participants in its capacity as their investment adviser/manager, except to the extent those commissions are used to offset OneDigital's advisory fee.

OneDigital is also licensed as an insurance agency and some of its investment adviser representatives are licensed insurance agents. In that capacity, those investment adviser representatives could recommend insurance transactions, such as fixed, variable, or group annuities, for individuals or entities who are also clients of OneDigital. The recommendation by OneDigital's investment adviser representatives regarding the purchase of securities and/or insurance commission products presents a conflict of interest, as the receipt of commissions will provide an incentive to recommend investment products based on commissions received. No client is under any obligation to purchase any commission products from OneDigital's investment adviser representatives. Clients are reminded that they can purchase insurance products recommended by one of OneDigital's investment adviser representatives through other, non-affiliated broker dealers or insurance agents.

OneDigital also provides third party administration (TPA) services to certain of its clients. These TPA services generally include performing compliance testing, drafting necessary plan amendments, preparing the plan's Form 5500 filing, and other tasks related to the administration of the retirement plan. Because these services do not include the provision of investment advice or management, they are typically provided under a separate agreement. Because OneDigital collects a separate fee for these services, it has a financial incentive to offer them to its clients. As a result, clients are reminded they are not required to utilize OneDigital's TPA services in order to access its investment advice and management services and may obtain those TPA services from another firm.

Item 11 – Code of Ethics

Code of Ethics

In compliance with Rule 204A-1 of the Investment Advisers Act, OneDigital has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. The Code of Ethics describes the firm's fiduciary duties and responsibilities to clients by requiring compliance with applicable securities laws, including those that protect the confidentiality of client information, require the reporting of personal securities transactions, and prohibit trading on insider information. Each of OneDigital's "access persons" is required to acknowledge receipt of the firm's Code of Ethics within ten (10) business days of joining the firm. In addition, each access person is required to annually acknowledge that their continued employment is contingent upon their compliance with its terms. OneDigital will provide a complete copy of its Code of Ethics to any client upon request.

Trading Conflicts of Interest

OneDigital's access persons are permitted to buy or sell reportable securities for their personal accounts that are identical to transactions recommended to clients. However, in order to address potential conflicts of interest, OneDigital prohibits its access persons from trading a reportable security in their personal accounts, if they reasonably believe the security will be purchased or sold in a client's account, until the completion of all anticipated trading in that security for client accounts has occurred for that day, unless the access person's transaction is included as part of a block/batched trade with the firm's client accounts. This prohibition only extends to transactions initiated by the access person, though, and does not apply to accounts managed by OneDigital's Investment Team (in which case transactions in the access person's account are conducted on the same basis as other accounts) or accounts managed by a turnkey asset management program.

For this reason, OneDigital requires its access persons to disclose their holdings of "reportable securities" annually and transactions in such securities each quarter. However, because "reportable securities" do not include shares of mutual funds, CITs, or government-issued securities, which are the primary investment vehicles utilized by retirement plans and their participants, it is unlikely the policies and procedures OneDigital has designed to minimize the potential conflicts of interest created by its access persons investing in their own accounts will be material to clients receiving services from its Retirement Plan Division.

Item 12 – Brokerage Practices

Pursuant to ERISA, the plan's administrator is responsible for approving the party or parties that will process the participants' trades and monitoring their fees. Therefore, with the exception of newly-created plans, most retirement plan clients already have established relationships with a recordkeeper that typically provides custodial and brokerage services through a related broker, insurance company, or trust company. Similarly, for plans consisting of participant-directed investment accounts, the plan's named fiduciaries will have sole authority to select the broker(s) that will process transactions in those accounts – even if OneDigital is managing the participants' accounts.

Therefore, unless the plan sponsor requests its assistance in replacing the recordkeeper, OneDigital has limited influence on the plan's brokerage services. For those plans that do not have these relationships in place, OneDigital will provide retirement plan clients with recommendations for vendors who can serve these needs at the plan fiduciaries' request.

In the event a broker-dealer is selected as the custodian of a retirement plan account consisting of pooled assets, OneDigital will process all trades in the account through that custodian. As a result, clients will likely pay higher commissions and other transaction costs, or receive less favorable net prices on transactions, than if they shopped for a broker-dealer to handle each transaction.

OneDigital has developed relationships with entities that provide brokerage, custodial, and recordkeeping services, as well as investment products, to retirement plans. In some cases, those entities also provide products and services that assist OneDigital in its servicing of its retirement plan clients. Some of these products and services benefit all of OneDigital's retirement plan clients, such as investment research. Other products and services, such as software and other technology that provide access to client account data, pricing and other market data, facilitate payment of fees from clients' accounts, assistance with back-office functions, compliance, recordkeeping, and client reporting, and special pricing programs, only assist those clients who are working with that vendor. These firms may also provide benefits solely to OneDigital, such as paying for attendance at educational conferences or sponsoring OneDigital's conferences or client marketing events. In addition, these firms often recommend OneDigital to clients who are searching for an investment adviser and, in some cases, partner with OneDigital to submit a combined bid. Alternatively, investment companies and recordkeepers may recommend firms that may be interested in being acquired by OneDigital.

OneDigital's receipt of these benefits creates a conflict of interest because it increases the likelihood OneDigital will recommend these companies to their retirement plan clients. In addition, many custodians or recordkeepers offer, or require retirement plan clients to utilize, their proprietary investment products (including without limitation, their stable value funds), which provide additional revenue to these companies.

OneDigital also maintains a Strategic Partners Program, pursuant to which certain investment product and service providers provide funds that are used to sponsor educational seminars and/or client marketing events conducted by OneDigital. While this creates a conflict of interest, the program does not require OneDigital to favor the Strategic Partners over firms that do not participate in the program when recommending or selecting any products or services. Instead, OneDigital believes its recommendation of these companies is in the clients' best interests, because it is based upon the scope, quality, and price of their services that benefit the clients, as opposed to the services that benefit only OneDigital. Finally, OneDigital maintains records of all such payments, and those records are available for inspection at a client's request.

Item 13 – Review of Accounts

For plans with participant-directed investment accounts, OneDigital benchmarks the investment options offered within the plan each quarter. OneDigital also conducts regular investment review meetings with the plan's Investment Committee on a quarterly, semi-annual, or annual basis, depending upon the size of the plan and the preferences of the plan's named fiduciaries. During those reviews, OneDigital will inform the named fiduciaries of each investment's performance and utilization, as well as whether OneDigital is recommending it be replaced (or has replaced the investment where it has discretionary authority as the plan's investment manager).

If OneDigital is managing the pooled investments of the plan, the performance of those investments will be monitored by OneDigital's Investment Committee and the investment adviser representative on the account. OneDigital will conduct regular investment review meetings with the plan's named fiduciaries pursuant to the schedule agreed upon in the parties' agreement. However, additional reviews can be triggered by the client's specific request or by a change in market or economic conditions.

For its Personalized Portfolios program, OneDigital's Investment Team frequently monitors the performance of its investment allocation models or CITs, as well as the investments within those models. OneDigital's investment adviser representative assigned to the plan may or may not conduct regular investment review meetings with the participants in the plan, depending upon the size of the plan, the expectations of the participant, and the investment adviser representative's ability to offer that service to all participants.

All retirement plan clients are reminded that it remains their responsibility to advise OneDigital of any changes in their investment objectives, financial status, or specific guidelines within their investment policy statements.

Item 14 – Client Referrals and Other Compensation

OneDigital has relationships with entities that have agreed to provide referrals of potential retirement plan clients for compensation, which creates a conflict of interest. This includes employees of OneDigital's parent company, Digital Insurance, LLC, who may already provide employee benefits, insurance, and/or human resources counseling services to the companies they refer to OneDigital. Before OneDigital will pay a referral fee to any such entity or individual, it will enter into an agreement with the promoter and require the promoter to provide each prospective client with a disclosure form, which details the arrangement, including the fee the promoter will receive.

Because OneDigital will be acting in a fiduciary capacity when it is serving as the plan's investment adviser or investment manager, OneDigital does not receive any direct or indirect compensation from product and service providers for recommending investment products, except to the extent the commissions generated from those products are used to offset the advisory fee OneDigital is due under its agreement with the plan. However, OneDigital and its investment adviser representatives do receive benefits from outside third parties, including funding to attend educational and marketing seminars, gifts valued at less than $100 annually, an occasional meal, or ticket to a sporting event. In addition, investment product and service providers sponsor conferences and client marketing events conducted by OneDigital. However, such compensation cannot be tied to the sales of any products, and OneDigital maintains records of all such payments, which are available for inspection at a client's request.

OneDigital's investment adviser representatives are permitted to assist retirement plan participants in rolling assets out of their retirement plan account and into an individual retirement account ("IRA") managed by OneDigital. Alternatively, those funds may be used to purchase an annuity product that will pay the investment adviser representative a sales commission. Because these activities will result in OneDigital and/or its investment adviser representatives receiving additional compensation, they create a conflict of interest. However, pursuant to Department of Labor Prohibited Transaction Exemption 2020-02, OneDigital acknowledges it is acting in a fiduciary capacity when making such recommendations. To ensure compliance with the exemption, OneDigital requires its investment adviser representatives to provide participants receiving such recommendations with a Rollover Disclosure Form that explains the investment adviser representative's basis for believing the recommendation is in the client's best interest, as well as providing a copy of its ADV Part 3.

OneDigital's investment adviser representatives may recommend products and services offered through its parent company, Digital Insurance LLC, including other employee benefits, such as group health insurance, human resources counseling, and property and casualty insurance products. OneDigital's investment adviser representatives may be compensated for those recommendations, which creates a financial incentive. As a result, clients should understand that they are not required to purchase these services from OneDigital's parent company in order to receive its investment advisory/management services.

OneDigital's parent company has entered into a contract with Synergi Partners to offer its clients assistance in obtaining Employee Retention Credits under the federal CARES Act. OneDigital's parent and its employees receive a portion of the fees paid by clients referred to Synergi Partners for those services. As a result, even though these services do not involve the provision of investment advice, OneDigital and its employees have a financial incentive to recommend those services to their clients, and those clients are reminded they have the right to decline those services or obtain them from other companies.

OneDigital's investment adviser representatives are compensated based on a percentage of the investment advisory fees they generate. Investment adviser representatives who are merely affiliated with OneDigital as independent contractors receive a higher percentage than those who are employed by OneDigital, given that OneDigital purchased the employed representatives' accounts and will provide them with an array of employee benefits. In addition to the initial payment for the purchase of their accounts, some employed investment advisers also are eligible to receive an "earnout" payment – which can be substantial - if their fees increase over a set period of time (generally three years). While those earnout payments are intended to encourage employed investment adviser representatives to add new clients, existing clients should understand it also creates an incentive for the employed representatives to offer new services or increase their fees.

Item 15 – Custody

OneDigital does not hold client assets. Instead, retirement plan clients must contract separately with a broker-dealer, insurance company, or trust company for custodial services.

If OneDigital is serving as investment manager for a retirement plan or participant, or is managing the plan's pooled assets, the management agreement between the parties will include a limited power of attorney to permit OneDigital to either select the investment options to be made available to participants through the plan, or to initiate transactions for participants or pooled asset plans, on a discretionary basis. Pursuant to ERISA, OneDigital must be bonded when it has "control" over plan assets, which would include when it manages participants' investments or a plan's pooled assets. However, because it does not have authority to withdraw or transfer those assets out of the plan, OneDigital is not deemed to have "custody" of those assets under the Investment Advisers Act.

Unlike its arrangement with custodians of its wealth management accounts, OneDigital does not typically calculate its own advisory fee and provide payment instructions to the plan's recordkeeper. Instead, most recordkeepers calculate and pay OneDigital's based upon authorization provided by the retirement plan's administrator.

Item 16 – Investment Discretion

OneDigital can act as either the investment adviser or investment manager for a retirement plan client. If OneDigital is acting as the investment manager for a plan consisting of pooled assets or for a participant in a participant-directed account, its agreement with the client will include a limited power of attorney granting OneDigital discretionary authority to initiate investment transactions of the plan's or participant's assets. If OneDigital is acting as the investment manager for a plan in which participants direct their own investments, that limited power of attorney will provide OneDigital with authority to add, remove, or replace the investment options offered through the plan without prior notification to, or the consent of, the plan's named fiduciaries.

However, OneDigital will make these decisions consistent with the plan's investment objectives, as noted in its investment policy statement or as communicated to OneDigital during its discussions with the plan's named fiduciaries. In addition, retirement plan clients can designate specific restrictions on the investments to be held or offered through the plan on the management agreement and are reminded to notify OneDigital of any changes they want to make to those restrictions each calendar quarter. However, because OneDigital's managed account program is based either upon investment options contained in the plan's core lineup or proprietary CITs, participants requesting limitations on the types of investments utilized in their accounts would likely be deemed ineligible to participate in the program.

Item 17 – Voting Client Securities

OneDigital will generally not accept authority vote on securities held in client accounts (i.e., proxy requests). In addition, it does not take any action or render advice with respect to the voting of proxies, unless it believes the advice is appropriate and necessary.

Item 18 – Financial Information

Registered investment advisers are required in some cases to provide certain financial information and or disclosures about their financial condition. For example, if OneDigital required clients to prepay advisory fees six months or more in advance, had a financial condition that was reasonably likely to impair its ability to meet its contractual commitments to its clients, or had been the subject of a bankruptcy petition during the past ten (10) years, it would be required to include certain financial information and make disclosures. However, none of these factors are applicable to OneDigital, so no such disclosures are necessary.

ONEDIGITAL FINANCIAL EDUCATION & GUIDANCE SERVICES AMENDMENT

Pursuant to Section 9.c. of the Agreement, OneDigital Investment Advisors (OneDigital) and City of Tarpon Springs (Client) hereby agree to amend the Agreement as follows, effective January 1 , 20 25:

The following services are added to **SCHEDULE A – SCHEDULE OF SERVICES TO BE PROVIDED**:

☒ A. Retirement Planning. OneDigital will assist employees in determining their income goals for retirement, as well as estimating their likelihood for reaching those goals with their current saving and investment strategies and offering advice on improving their chances for a successful retirement.

☒ B. Investment Counseling. OneDigital will assist employees in determining their investment goals, savings rate, risk profile, and propriety of their current investment strategies for assets held within the Plan, in consideration of the participants' assets, including those held in outside accounts.

☒ C. Financial Planning and Debt and Budget Counseling. OneDigital will assist employees in obtaining individual financial counseling including an assessment of their situation, that may include a budget exploring income, spending, assets, debt, goals, and an individualized plan.

☒ D. Rollover Counseling. OneDigital will help employees understand their options with their Plan assets when the plan or employment terminates. OneDigital will discuss the various options available to the participant, as well as the costs and pros/cons of each option.

In addition, the following provisions are added to **SCHEDULE B - FEE SCHEDULE**

1. Additional Fee. In exchange for its provision of the Services designated on this amendment beginning on, the parties agree OneDigital shall provide Services starting on or about March , 20 25 and be entitled to a fee equal to:

Service Type	Fee Type	Annual Fee Amount**	Total Number of Employees	Payment Frequency	Payment Timing***	Paid By	Rep Code
☒ ***OneDigital Financial Education & Guidance* (All services on this amendment) ***	Flat Fee	$ 5,000	500	One-Time	Advance	Client	RLR1

This agreement covers employees while they are eligible under the employer offered service. Employees may elect, at their own discretion, to work directly with a wealth adviser, potentially at an additional cost, paid by the individual employee. Employees may be referred to specific advisers if circumstances warrant (for example, the complexity of situation or needs) as determined by the OneDigital Financial Education & Guidance adviser.

* Client agrees, regardless of any contrary term in this Agreement, this Service will be subject to a one-year minimum.

**Any significant change in employee demographics may trigger a pricing review for OneDigital Financial Education & Guidance.

*** The initial fee will be invoiced on the quarter end following the launch of the program.

ONEDIGITAL

By their signatures below, each party signifies its approval of this amendment. All remaining terms and conditions of the Agreement remain unchanged.

For Client:

Signature of Responsible Plan Fiduciary or Trustee: ______________________________

Printed Name: ______________________________

Date: ______________________________

Signature of Responsible Plan Fiduciary or Trustee: ______________________________

Printed Name: ______________________________

Date: ______________________________

For OneDigital Adviser:

Signature of Retirement Plan Adviser Representative: ______________________________

Printed Name: ______________________________

Date: ______________________________