

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0006)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Government Portfolio Advisors, LLC of Portland, Oregon ("INVESTMENT ADVISOR"), who mutually agree as follows:

1. CITY issued (a) on November 30, 2017 Purchasing Office Solicitation No. 2018-011, a procurement solicitation for proposals for non-discretionary investment advisory services for certain non-pension assets of the City, and (b) on January 4, 2018 Addendum No. 1 to Purchasing Office Solicitation No. 2018-011 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, INVESTMENT ADVISOR submitted a proposal dated December 28, 2017 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. INVESTMENT ADVISOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with INVESTMENT ADVISOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. INVESTMENT ADVISOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then INVESTMENT ADVISOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then INVESTMENT ADVISOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. INVESTMENT ADVISOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. INVESTMENT ADVISOR included in SUBMITTAL CITY's Indemnification Agreement, executed for INVESTMENT ADVISOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

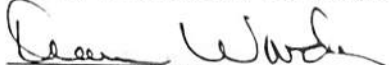
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9. CITY and INVESTMENT ADVISOR mutually agree to the scope of services and fee for services to be rendered pursuant to SOLICITATION and SUBMITTAL all as memorialized in an Investment Advisory Services Agreement ("INVESTMENT ADVISORY SERVICES AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on February 27, 2018 to INVESTMENT ADVISOR the purchase of non-discretionary investment advisory services for certain non-pension assets of the City pursuant to SOLICITATION and SUBMITTAL.
11. The term of award shall commence effective February 4, 2018 and shall expire three (3) years from this effective date. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and INVESTMENT ADVISOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Assistant City Administrator for Finance and Administration / Chief Financial Officer of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established prior to commencement of the initial term of award for any extension thereto; and (d) that if INVESTMENT ADVISOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and INVESTMENT ADVISOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) INVESTMENT ADVISORY SERVICES AGREEMENT (e) SOLICITATION; and (f) SUBMITTAL.

EXECUTED THIS 21ST DAY OF JUNE 2018

For INVESTMENT ADVISOR:


(signature of INVESTMENT ADVISOR's authorized representative)

TITLE: President

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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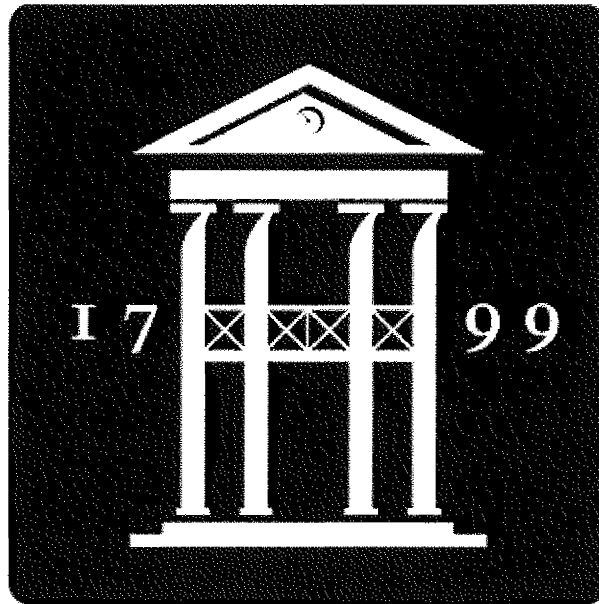
Attachment No. 1

Excerpts from SUBMITTAL

CITY OF FRANKLIN

RESPONSE TO REQUEST FOR PROPOSAL NO. 2018-011 INVESTMENT ADVISORY AND FUND MANAGEMENT SERVICES

JANUARY 4TH, 2018



CITY OF FRANKLIN PURCHASING OFFICE
Franklin City Hall, Suite 107
109 3rd Ave South
Franklin, TN 37064

PROVIDED BY:



**GOVERNMENT
PORTFOLIO
ADVISORS**

2188 SW Park Place, Suite 100
Portland, OR 97205
(503) 248-9973

www.gpafixedincome.com

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COVER LETTER



January 4, 2018

Dear members of the RFP review committee:

The professionals of Government Portfolio Advisors ("GPA") have had the privilege of serving as the City's Investment Advisor since 2011. We remain committed to serve the City and are fully equipped to provide the full services outlined in this Request for Proposal to assist the City with achieving the goal of excellence in fiscal administration. GPA is a registered investment advisor that specializes in working with public funds. We serve forty-five clients as of 9/30/17 with \$8.8 BLN in public fund assets under management. GPA also provides consulting services to six additional public entity accounts with over \$5 BLN in assets.

Government Portfolio Advisors has designed a non-discretionary advisory model that is attractive to public entities around the country. Our process gives clients the ability to outsource specific time-consuming and technical tasks involved with investment programs, while retaining control and decision making of specific security selection. Because we understand that each entity is unique in market experience, time allocation, investment resources and strategic objectives; our services are customized to support the specific needs of each client.

GPA meets the qualifications and experience required in this RFP.

Strengths of GPA:

GPA was founded in February 2014 by a team of seasoned senior advisors with decades of experience assisting public entities in their investment management programs. We philosophically believe in empowering the financial staffs of public entities through a highly effective and distinct advisory model. Our founders identified a significant need within public fund investors: namely the ability to maintain internal control of key investment decisions while supplementing technical experience and resources to handle the time-consuming tasks of developing strategy, managing broker relationships, trade documentation, reporting and trade settlement. Our approach produces an efficient investment process that will support the City's existing resources.

GPA will continue to work with the City in the design and implementation of an investment program that provides accountability, transparency and flexibility to meet the liquidity requirements, including project funds and match the risk profile of the investment program

Statement of Commitment and Desire to Offer:

On behalf of Government Portfolio Advisors, I would like to express our firm's commitment to serve the City of Franklin with the highest quality of service at a cost-effective price. We welcome this opportunity to present our credentials as a team of advisors that have committed their careers to providing outstanding fixed income investment services to those entities seeking financial excellence. I affirm that



the services offered by GPA meet and exceed the City's requirements and will continue to help the City maintain an investment management process supported by best practices and strong ethical standards.

As President of GPA, I am entitled to represent the firm, empowered to submit this proposal, and authorized to sign a contract with the City of Franklin.

Best Regards,

A handwritten signature in black ink, appearing to read "Deanne Woodring", with a long horizontal flourish extending to the right.

Deanne Woodring, CFA
President and Senior Portfolio Advisor

Additional Firm Information:

Federal Tax ID: 46-4088179

CRD#: 170384

WBE: Certified Women's Business Enterprise



SUBMITTAL FORM

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-011

Vendor's name, street address, and mailing address (if different):	Government Portfolio Advisors 2188 SW Park Pl Suite 100 Portland, OR 97205
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Deanne Woodring, President 503-248-9973 deanne@gpafixedincome.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____
Last date (no sooner than March 31, 2018) that proposal and associated pricing is valid and may be accepted by the City:	March 31, 2018
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the proposer prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are all of the items listed in section H of the Request for Proposals included with this Proposal Submittal Form in the submittal?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input type="checkbox"/> Addenda Nos. _____ <input type="checkbox"/> No addenda.

Date of Solicitation Release: November 30, 2017

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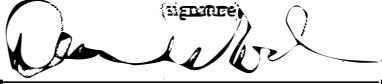
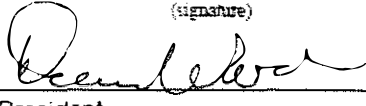


Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-011

Proposer's name:	Deanne Woodring
Subscription and affirmation of proposer's authorized representative: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 13-12-106	(signature) 
Signature of proposer's authorized representative: I affirm that I am authorized by the proposer to sign this Proposal Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	(signature) 
Title of proposer's authorized representative:	President
Date of signatures:	12/28/17



STATEMENT OF EXCEPTIONS

GPA agrees to provide all services in the Scope of Services and adhere to all requirements, specifications, terms and contract provisions set forth in this RFP and any attachments or amendments to the RFP. The insurance requirements listed in this RFP requires \$5 million professional liability coverage. Under our current contract with the City, GPA has provided insurance of \$3 million in professional liability coverage (see Addendum Tab F for current insurance certificates). All other insurance requirements that this RFP and addendum(s) asks for are met. Our insurance renewal is in February 2018 and GPA is willing to increase the professional liability coverage to \$5 million if necessary.

STATEMENT OF UNDERSTANDING OF SCOPE OF WORK

GPA fully understands the scope of work required by the City of Franklin and is committed to meeting and exceeding all expectations of the City.

a. Provide full-time, non-discretionary investment advisory services to the City.

GPA will provide full-time, non-discretionary investment advisory services to the City. We will collaborate with the City's Chief Financial Officer, to ensure that the investment program is implemented in a manner that is clearly identified in policy and procedures. Our process includes a high level of communication regarding portfolio strategy, market expectations, and trade execution.

Non-discretionary services require prior approval from the Chief Financial Officer on any portfolio change. It is understood that the City may act on the recommendations of the advisor, but has the ability not to act at the City's sole discretion. Non-discretionary management offers the City an opportunity to access outside resources, improve the existing investment management processes, increase access to fixed income securities, and maintain control of the ultimate investment decisions.

b. Assist the City in determining appropriate performance benchmarks.

GPA is highly experienced in the development of appropriate benchmarks for public funds. Benchmarks are chosen to reflect the City's cash requirements and risk tolerance. We will provide the City with both a yield benchmark and a market benchmark. The yield benchmark confirms that the City is maximizing income on funds earmarked for liquidity, while the market benchmark is used to manage the risk and return of the longer investment component of the portfolio.

The primary intent of incorporating a benchmark is to provide a structure of predetermined metrics to define maturity ranges, asset classes and yield curve weightings. Additionally, the historical returns and volatility of returns can be used as an expectation going forward given various interest rate changes. Using a benchmark as part of your investment management program creates a more disciplined investment process and minimize behavioral factors when buying and selling securities.



GPA has been managing the City's investment component to the BofA Merrill Lynch 0-3 year Treasury benchmark. However, given the incorporation of bond proceeds into the City's investment core, a customized benchmark will be evaluated to appropriately represent the market risk and return profiles of the City's investment structure. Benchmarks we commonly use are listed below.

Benchmark	9/30/2017	Annualized Returns (%)			
	Duration	1 Year	3 Year	5 Year	10 Year
US Treasury 0-1 Year	0.51	0.700%	0.453%	0.341%	0.759%
US Treasury 0-3 Year	1.45	0.389%	0.659%	0.536%	1.388%
US Treasury 0-5 Year	2.23	0.107%	1.034%	0.729%	1.988%

- c. *Be available in a timely manner, in person, by telephone, fax or e-mail, for consultation or advice. Meet with and provide information to the Chief Financial Officer, and other designated Finance staff as needed, including periodic reviews of and refinement to portfolio strategy and performance. At the City's option, provide occasional reporting to other senior management and/or elected and appointed officials.*

The City's lead advisor and dedicated advisory team will be available in a timely manner in person, by phone or email for consultation and advice. Our quarterly reports are used to articulate the strategy and decisions to be focused on for the coming quarter. We consider ourselves an extension of your staff and will be available as needed, expecting to meet in person with the Chief Financial Officer annually. In addition, we fully embrace meeting with the Finance Committee and Governing Body as often as necessary to address issues regarding the expectations of the investment program.

- d. *Comply with all federal and state laws and the ordinances, resolutions and policies of the City.*

GPA will comply with all federal and state laws, and the ordinances, resolutions and policies of the City of Franklin. Additionally, we are actively involved in the Government Finance Officers Association, which keeps us informed of any changes to laws or practices that would affect the City's investment program.

GPA provides a monthly compliance report to compare the holdings in the portfolio to the current investment policy. A recent report is included in Addendum Tab D. Additionally, the policy and holdings are reviewed prior to each trade to ensure that all transactions remain in compliance.

- e. *Provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the City's investment policies and cash flow needs, taking into consideration the primary objective, the preservation of principal.*

GPA understands the importance of developing and implementing investment strategies to maintain and enhance portfolio quality and performance within the parameters of the City's established investment policies and cash flow requirements. Our philosophy of duration management for the portfolio purposely targets the preservation of principal (safety), liquidity, and yield components of public fund investment policies.



Strategy Overview

The City's strategy will be reviewed through the strategic planning process at the renewal of our services.

There are three fundamental components to guide investment strategic advice that GPA uses to determine the appropriate balance of risk and return, the elements include: duration, asset allocation and cash flow. These components tie back to the policy objectives of liquidity, safety and return.

Liquidity	Accurate cash flow analysis is imperative in managing operating funds and bond proceeds. Incorporating expectations of cash into the strategy will help optimize returns. Having too much liquidity will lower yields on the overall portfolio in today's market environment. Having too little liquidity exposes the City to potential price exposure if securities need to be sold when rates are higher.
Safety	Monitoring and analyzing asset allocation and maturity sector allocation will help provide for safety in the portfolio. The policy will dictate both maturity and asset types. The actual strategy and portfolio positioning indicates the portfolio manager's outlook regarding issuer risk and price risk. Ensuring that the portfolio is diversified in issuer name, security type and maturity sector reduces the exposure to safety risk.
Return	Duration exposure is the primary driver of return for fixed income portfolios. Historically, the longer the maturity the higher the return over long investment horizons. However, the risk/return trade off must be considered as the longer the maturity the greater the price risk. Benchmarking the portfolio to a predetermined benchmark will help achieve returns that are consistent with risk/return tolerances and expectations.

Cash Flow Management

Our strategic development incorporates known cash outflows to determine if there is an opportunity to purchase an investment to coincide with those outflows versus maintaining higher than needed balances in liquid, low interest earning accounts.

Fluctuating cash flows:

We have refined an approach that manages the expectations of liquidity and the investment of core funds. Liquidity amounts are balances established by the City for daily operating and project funds. We will review the liquidity and investment components at the initial assessment and monitor monthly.

Cash Flow Forecasting Process:

We work collaboratively with the CFO or designated representative to maintain a process for managing the cash flow fluctuations. We will review the overall portfolio balances annually and incorporate the expected budget flows for the following two years. Cash flow forecasting is incorporated into the ongoing investment strategy and will provide confidence in regard to project fund outflows.



Mark to Market Changes:

Mark to market changes are inherent in all fixed income investment portfolios and GPA's strategies proactively manage the price changes through the utilization of market benchmarks. Managing expectations of price volatility is a key element of portfolio risk and return management that is supported by GPA's reporting and strategic planning.

- f. Work with the Finance staff to assure coordination of investment trades, delivery of the securities and availability of funds. Assist with trade settlements. Obtain and document competitive prices for securities transactions. Provide technical and fundamental market research including yield curve analysis and swap analysis.*

1. Trade Settlement:

GPA will work with the City's Finance staff to assure coordination of investment trades, security delivery, fund availability, and trade settlement assistance.

All trade documentation will be provided immediately after the transaction and will be sent directly to the City's custodial bank and to the City's internal finance team. We monitor the settlement of all trades through the DTCC system and fed wire system, which are the industry standard settlement process. In addition, our reporting system interfaces into the City's custodial bank and is reconciled daily for coupons, settlement amounts and cash transactions.

2. Competitive Pricing Platform:

GPA's competitive pricing platform is an important advantage to our service. The team employs significant effort in sourcing the best price in the market for every transaction. The process has been developed and refined over the past 25 years and is continually enhanced through building relationships with the primary and secondary dealer community. Portfolio advisors receive dealer inventories, maintain real-time visibility and generate enough volume to negotiate attractive pricing on transactions. In addition, electronic trading platforms are used to simultaneously contact multiple market makers for "best execution." These platforms provide for complete transparency and competitive pricing documentation for all trades. The savings realized in execution costs contributes directly to our client's earnings and dramatically reduces the net cost of operating the investment program.

Competitive pricing information will be provided with each transaction, meeting the City's requirements set forth by the Chief Financial Officer and policy. Below is an example of our competitive pricing documentation.

BUY - \$5MM UST 1.375 7/31/18



Trade Date	Settle Date	Par Amount	Security	Price	Yield	Broker	Status
10/26/17	10/31/17	\$5,000,000	UST 1.375 07/31/18	100-00	1.3742	Deutsche Bank	Executed
10/26/17	10/31/17	\$5,000,000	UST 1.375 07/31/18	100-00 1/8	1.3690	Nomura	Covered
10/26/17	10/31/17	\$5,000,000	UST 1.375 07/31/18	100-00 1/4	1.3637	Morgan Stanley	TrAway
10/26/17	10/31/17	\$5,000,000	UST 1.375 07/31/18	100-00 3/8	1.3585	RBC Capital Mkts	TrAway
10/26/17	10/31/17	\$5,000,000	UST 1.375 07/31/18	-	-	Oppenheimer	Passed

GPA, as a contracted advisor, is prohibited from receiving additional fees on transactions. All trades with the broker/dealers are transacted on behalf of our clients and securities and confirmations are delivered directly from the executing broker.

3. Provide technical and fundamental research including yield curve and swap analysis:

GPA is continually monitoring fundamental and technical indicators that impact our client's portfolios. With the ever-changing market, it is critical to follow changes in spread relationships, absolute yield levels and other economic factors which influence fixed income strategy. We utilize research from many systems to support decisions on duration position, yield curve position and credit exposure.

These include:

- ✓ Bloomberg for trends and yield curve data
- ✓ Bondedge for what if and scenario analysis
- ✓ Advent for compliance reporting
- ✓ A portfolio analyst dedicated to technical and fundamental research

GPA also provides an extensive strategy review quarterly that incorporates yield curve, asset class and other fundamental research. Each transaction proposal will include a review of the yield curve and existing portfolio holdings compared to the proposed holdings.

g. Assist in the annual review and update of the City's Investment Policy (attached as Appendix B). Assist in the review of investment management procedures and portfolio documentation.

GPA continually draws upon decades of experience working with State Statutes and GFOA best practice standards to complete full reviews and bring recommendations of appropriate amendments to the Investment Policies of public entities. GPA recently completed work with the City to update the policy, which meets current best practices and targets critical internal controls and key risk mitigation strategies.

GPA understands socially responsible or community investing initiatives that are important to public funds and we will provide alternative language in policy or procedures to support the City's approach.

Once a year we will review the policy and provide a memorandum of review delineating recommended changes, if any. Should potentially relevant regulatory or code changes occur between reviews, we will notify the City and suggest updates as needed.

h. Assist in the selection and review of third-party safekeeping/custodial services.



GPA will provide assistance in the review of third party custodial services. We work with all the top tier custodial providers and understand what services should be provided to public funds. The City currently utilizes Fifth Third bank for safekeeping and a recent review ensured that the cost of services and the deliverables were consistent with the City's requirements.

j. Perform due diligence reviews of current and proposed broker/dealers and financial institutions as described in the City's Investment Policy. Monitor the creditworthiness of the financial institutions with which the City does business. Assist in keeping the authorized financial institution list updated. Monitor the creditworthiness of the City's depository and custodian bank and investments in the portfolio.

GPA will provide broker dealer due diligence as required by the City's Investment Policy:

GPA has an established review process to provide ongoing oversight of broker/dealers on the approved dealer list. We will make sure that the criteria is in line with the City's Investment Policy.

Annually, review broker/dealer check on FINRA site

- Firm Profile
- Firm History
- Firm Operations
- Disclosure of Arbitration Awards, Disciplinary and Regulatory Events
- State Registration Verification

Firm updates: If a firm is placed under investigation by SEC, GPA will note that on our internal process and will give preference to other competing dealers on transactions.

List Maintenance:

1. Clients may eliminate dealers on the approved list and will have their own specific, dedicated dealer list.
2. If a change occurs on the list, all clients will be updated and receive a new approved broker/dealer list reflecting the change.
3. An updated broker/dealer list will be sent to clients annually.

Annually, we review brokers that would best facilitate transactions on behalf of our clients. We will remove brokers that do not provide value and we will add brokers that we believe will provide value in the areas of trade execution and trade delivery services. GPA also maintains access to dealer inventories with dealers that are not currently on our approved list. The ability to monitor additional inventories and the pricing capability of other brokers helps us to review and advise on potential new additions to the approved broker/dealer list.



GPA will provide due diligence in the review of creditworthiness of financial institutions depositories and custodian bank oversight:

GPA will work in a collaborative manner to review the financial institution depositories and custodian bank oversight. The City will maintain the approved list internally and GPA will assist in keeping it updated.

j. Monitor repurchase agreement forms to maintain the necessary documentation.

GPA will assist the City with repurchase agreement forms and oversee the maintenance of necessary documentation if these investments add value to the portfolio strategy. At this time, the City is not active in this asset alternative due to other cash equivalent investment rates.

k. Provide detailed reports of investment portfolio activity and performance at least monthly. Such statements shall be furnished to the City in not more than seven (7) business days after the close of each month. Include earnings and accounting methodology. Reports shall follow Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) "fair value" reporting and deposit & investment risk disclosure, and any other reports that may now or later be required. Provide separate quarterly and annual portfolio performance reports based on the City's fiscal year.

GPA works diligently to provide reports that meet the needs of public fund investors. We utilize Advent APX as our reporting system and provide a monthly, quarterly and annual report set. A sample monthly performance report is included in Addendum Tab D. The reports are designed to effectively manage risk and return and include transactions, performance, portfolio characteristics and holdings reports. The quarterly report also has a strategic plan, market overview, compliance report and performance analysis.

Our reporting system is linked into the client's custodial banks for reconciliation purposes on a daily basis and at month end.

Daily	•Holdings, Duration, Distribution by Maturity, Upcoming Calls/Maturities, Shock Simulation, Benchmark Comparison
Monthly	•Market Commentary, Holdings, Performance, Transactions, Distributions, Earnings
Quarterly/Annual	•Market Commentary, Specific Portfolio Commentary, Compliance Report, Holdings, Performance (net and gross), Transactions for the period

GPA is in the process of incorporating additional technology to include an online client portal. This roll-out is schedule for 4/1/18.



- l. Provide weekly, to City staff, statement of upcoming cash flows that includes maturities, coupons, called securities and potential callables for a period of 45 days. Upon request, have the ability to provide a statement of upcoming cash flows for a six-month period.*

Cash flow information will be provided on our daily reports and will include maturities, coupons and potential calls on all holdings. These reports are available on our secured website and Finance staff can pull these up directly at their convenience. The month end performance report also includes a coupon cashflow report showing a period of one year. Please see Addendum Tab D for the Daily Report Sample and a copy of the most recent Monthly Performance report.



GOVERNMENT PORTFOLIO ADVISORS

CALL AND MATURITY CALENDAR WITH TOTAL CASHFLOW

Cashflow Calendar Summary

Portfolio: FRANKLIN 12/11/2017
Pricing Date: 12/8/2017
Period: 6 Months (12/08/2017 - 06/08/2018)
Frequency: Monthly
Cashflow To: Option
Currency: USD

Unit: Date	Actual Maturity CF	Call CF	Total Int CF	Total Princ CF	Total Cashflow
12/8/2017	0	0	0	0	0
1/8/2018	8,361,477	0	104,709	8,361,477	8,466,186
2/8/2018	0	0	64,478	0	64,478
3/8/2018	4,000,000	0	69,250	4,000,000	4,069,250
4/8/2018	5,500,000	0	105,938	5,500,000	5,605,938
5/8/2018	5,000,000	0	60,938	5,000,000	5,060,938
6/8/2018	7,000,000	0	76,875	7,000,000	7,076,875
	29,861,477	0	482,187	29,861,477	30,343,664

- m. Provide City ongoing training and technical advice as needed.*

GPA advisors are interested and involved in educating City staff on their investment program. We would be available to provide educational forums as needed to support the needs of the Finance Department.

- ✓ GPA will be pro-active in providing education presentations to the City's Council as requested. We believe in making sure that all fiduciaries understand the key components of risk and return for public funds.
- ✓ GPA will provide educational opportunities for Treasury staff to empower them on key decision-making elements.
- ✓ GPA will work with the City on cash flow tools to improve liquidity management.

Additionally, our non-discretionary service naturally incorporates an education process, as trades are proposed and implemented including a discussion of the market conditions.



n. Provide periodic status reports on the services provided by the firm.

GPA places a high priority on integrating new technologies and services to our organization. Annually we provide a status report to service updates and processes that improve communication and support to our clients.

Annual updates for 2018:

- 1) GPA is undergoing an upgrade to our financial reporting system that will provide for a fully customizable dashboard in our client portal. The expected roll out of this system is 4/1/18.
- 2) GPA is enhancing our pre and post trade compliance procedures to include documentation on the investment proposals and trade confirmations.
- 3) GPA is incorporating the Guideline Portfolio Strategy document to be an annual review for our clients and includes a annual review of the investment policy.

o. Provide itemized invoices of charges either monthly or quarterly, as agreed upon in the Procurement Agreement.

GPA will provide detailed monthly or quarterly invoices for services rendered as required in the procurement agreement.

MINIMUM QUALIFICATIONS

a. Be a Registered Investment Advisor as defined and regulated by the Securities and Exchange Commission (SEC) and be registered in the State of Tennessee.

Government Portfolio Advisors is a Registered Investment Advisor with the SEC (CRD #170384) and is registered in the State of Tennessee through the national SEC registration.

b. Be familiar with all applicable Tennessee statutes with regard to qualified investments for public entities.

GPA and its advisors are familiar with all applicable Tennessee statutes with regard to qualified investments for public entities. We have a thorough understanding of the City's Investment Policy.

c. Be completely independent of any financial institution or securities brokerage firm, or fully disclose any such relationships relevant to the firm's relationship with the City.

GPA is completely independent of any financial institution or securities brokerage firm.

d. Have a minimum of five years' experience in managing government operating and bond funds.

GPA advisors have over five years of experience managing government operating and bond funds.



e. *Have a minimum of \$1 billion dollars in assets under ongoing management.*

GPA has \$8.8 billion in assets under ongoing management as of 9/30/17.

PROJECT TEAM, QUALIFICATIONS AND RESUMES

The Team Experience:

The professionals of GPA have dedicated their careers to providing investment advisory services to cities, counties and other public entities that have similar investment requirements as the City. Our team of professionals has worked to develop the non-discretionary advisory services and we currently work in nine states including Tennessee. We specialize in 5 year and shorter maturities for operating funds and bond proceeds. All of our clients must balance variances in liquidity balances and longer-term investment components. Our focus with these accounts is to provide an investment management process that is designed to meet the objectives of safety, liquidity and return. Our firm is unique compared to our competitors and this design is intentional as we believe that this allows us to focus on a personalized service that is customized to fit your needs. Our business model does not force us to offer a "one size fits all" service.

Deanne Woodring, Dave Westcott and Sally Walton have operated as a team providing investment advice to public funds since 1982. Mike Clark joined the team in 2015, Chris Bates in 2016 and our most recent addition to the senior staff is Susan Munson. Our office is located in Portland, Oregon.

Project Team Roles:

Lead Advisors: Deanne Woodring will serve as Lead Advisor and Susan Munson will be added as Co-lead

Portfolio Advisor: Sally Walton will provide specific security transaction proposals and portfolio compliance monitoring

Portfolio Strategist: Dave Westcott will provide ongoing macro-investment strategic input and compliance oversight.

Project Team Resumes:





Deanne Woodring, CFA
President and Senior Portfolio Advisor

Ms. Woodring is a co-founder and principal of Government Portfolio Advisors and serves as President and Senior Portfolio Advisor. She is responsible for directly advising clients on all aspects of the portfolio management process, overseeing the management of the company, client relations and the strategic direction for investment holdings. She is responsible for managing over \$8 billion in separate portfolios for public entities and consults on an additional \$5 billion. Her clients include state general funds, cities, counties, water districts, power districts, university funds, and other public finance authorities. Assets under management include operating funds, reserve funds, project funds and bond proceeds. Ms. Woodring works in collaboration with clients to develop best practice procedures, increased accountability and the installation of transparent strategies. Ms. Woodring and her GPA partners, Mr. Westcott and Ms. Walton, have served together as a team since 1983.

Prior to co-founding GPA, she was a Managing Director for Davidson Fixed Income Management from 2002 until 2014 and Piper Jaffray from 1986 to 2002. While at DFIM she was responsible for the management and development of the Portland, Oregon. Ms. Woodring is a pioneer in implementing benchmark strategies into public entity investment programs through developing short and long-range investment strategies, risk analysis and performance tracking.

Ms. Woodring graduated from the University of Oregon with a Bachelor of Science degree in Finance. She earned a Master's of Business degree from the University of Washington. She holds the designation of Chartered Financial Analyst (CFA-1989) through the CFA Institute, and is a member of the Portland Society of Security Analysts. She previously held Series 3, 7, 24, 63, and 65 licenses from the Financial Industry Regulatory Authority (FINRA), while registered as a broker dealer. Deanne has been a licensed Investment Advisory Representative since 1995. Ms. Woodring recently served as an advisor on the Government Finance Officers Association Treasury and Management Committee. She appears often at industry workshops, as a speaker at the Government Finance Officers Association national meetings, and is actively involved in many state finance organizations.

Number of Years in Industry – 35 years specifically serving public fund fixed income portfolios

Designations – Chartered Financial Analyst, CFA -1989

Active FINRA License - 65

Inactive FINRA Licenses: 24, 63, 3 and 7

Number of Accounts – Oversight on all GPA clients (51 accounts as of 9/30/17)





Dave Westcott, CFA
Chief Investment Officer and Chief Compliance Officer
Senior Portfolio Advisor

Mr. Westcott is a co-founder and principal of Government Portfolio Advisors and serves as the Chief Investment Officer, Chief Compliance Officer and as a Senior Portfolio Advisor. Mr. Westcott has over thirty-five years of experience advising public entity institutional clients that invest in high quality fixed income portfolios. He is responsible for overseeing the management of \$8 billion in client assets. The institutional clients that he advises include state general funds, city and county operating funds, universities, water districts, power districts and public financing authorities. Mr. Westcott is responsible for directly advising clients on all aspects of the investment management process including the development and implementation of fixed income portfolio strategies, establishing duration targets, portfolio risk management and credit analysis. Mr. Westcott also serves heads the firm's investment and credit committees.

Prior to co-founding GPA, Mr. Westcott was a Managing Director for Davidson Fixed Income Management from 2002 until 2014. Mr. Westcott was one of the industry's early advocates of applying fixed income portfolio benchmarks and total return analysis to public fund general fund management. Benchmarking for public entity general funds have become a widespread vehicle to help manage risk/returns, increase accountability and heighten communication for fiduciary oversight. Total return analysis provides for the accountability of interest rate volatility and relates to various GASB requirements.

Mr. Westcott received his Bachelor of Arts degree in Business Administration from Lewis and Clark College. He holds the designation of Chartered Financial Analyst (CFA-1989) through the CFA Institute and is a member of the Portland Society of Security Analysts. He also holds Series 3, 7, 8, 63, and 65 licenses from the Financial Industry Regulatory Authority (FINRA). He has been an Investment Advisory Representative since 1995.

Number of Years in Industry – 40 years specifically serving public fund fixed income portfolios

Designations – Chartered Financial Analyst, CFA -1989

Active FINRA License 65

Inactive FINRA Licenses: 8, 63, 3 and 7

Number of Accounts – Oversight on all GPA clients (51 accounts as of 9/30/17) and Chief Investment Officer and Chief Compliance Officer





Sally Walton
Managing Director and Senior Portfolio Advisor

Ms. Walton has over thirty years of experience advising public entity institutional clients that invest in high quality fixed income portfolios. She is responsible for managing over \$8 billion in client assets. The institutional clients that she advises include state general funds, city and county operating funds, universities, water districts, power districts and public financing authorities. Sally is responsible for developing fixed income portfolio strategies, managing electronic trading platforms and transactional execution processes. She is highly experienced at structuring the reinvestment of bond proceeds and provides bidding agent services. Ms. Walton also serves on the GPA investment and credit committees. Ms. Walton, Ms. Woodring and Mr. Westcott have worked together as a team since 1983 in forming, most likely, one of the most-experienced teams in the industry advising public entities.

Prior to joining GPA, Ms. Walton was a Managing Director for Davidson Fixed Income Management from 2002 until 2014 and Senior Vice President at Piper Jaffray from 1986 to 2002. While at DFIM she was part of the Portland team that managed over \$5 billion in total assets. Ms. Walton was responsible as a bidding agent and transactional oversight for the Portland office of DFIM.

Ms. Walton received her Bachelor of Arts degree in Political Science and a Bachelor of Arts degree in Public Policy from Willamette University. She has been an Investment Advisory Representative since 1998.

Number of Years in Industry – 35 years specifically serving public fund fixed income portfolios
Active FINRA License 65
Inactive FINRA Licenses: 63 and 7
Number of Accounts – Works with 20 clients on portfolio transactions



Susan Munson, CFP®, CFIP
Managing Director and Senior Portfolio Advisor

Ms. Munson has joined Government Portfolio Advisors (GPA) as a Managing Director and Senior Portfolio Advisor. She serves as an integral member of the advisory team providing consultative services to various types of public entities including cities, counties, state general funds, water districts, power authorities and universities. As a Senior Advisor Susan is responsible for directly advising clients on all aspects of the fixed income portfolio management process.



Ms. Munson has over 25 years of experience working in collaboration with public fund clients to help develop best practice procedures in investment management. She assists clients with the development of investment policies and strategies that are aligned with the financial goals of each entity.

Before joining GPA, Ms. Munson, has served for seven years as the founder and CEO of the Fixed Income Academy (FIA). FIA is an educational platform for experienced and aspiring financial professionals to learn the fundamentals and hone their investment management skills. As the founder of FIA, her vision of an online learning platform that delivers certification courses for public entities and financial institutions has become a success and is the standard for fixed income investment professionals nationwide. She continues to be an instructor through the Academy and holds the position of Advisory Board Chair.

Prior to FIA, she served as Managing Director at Main Street Capital Advisors from 2008 to 2012 where she led the expansion of the company's service offerings to include portfolio consulting. She began her career in broker operations at Shearson Lehman Hutton before joining Merrill Lynch's Institutional Advisory Division in 1993 where she led a successful institutional investment team working with 50 client portfolios, primarily public agencies.

Ms. Munson earned and maintains her Certified Financial Planner (CFP®) designation, is a Certified Fixed Income Practitioner (CFIP), and was awarded the Investment Foundations™ Certificate by the CFA Institute and holds the Financial Industry Regulatory Authority (FINRA) Series 65. She regularly holds workshops and is asked to speak to share her knowledge and expertise with professionals and investors. Ms. Munson is also active in several professional organizations including Government Finance Officers Association and the Government Investment Officers Association (GIOA.us).

Number of Years in Industry – 29 years

Designations –CFP®, CFIP

Active FINRA License 65

FULL TEAM QUALIFICATIONS:

All of the GPA clients are served by our dedicated team of professionals. The team credentials are listed below.

<i>Team Member</i>	<i>Title, Roles and Responsibilities</i>	<i>Education</i>	<i>Credentials</i>	<i>Related Experience</i>
Deanne Woodring, CFA	President <i>Role: Senior Advisor</i>	University of Oregon, Business Finance University of Washington, Executive MBA 2001	CFA - 1989 Investment Advisory License 1998	Serving public funds since 1982
Dave Westcott, CFA	Chief Investment Officer/COO <i>Role: Senior Advisor</i>	Lewis & Clark College Business	CFA - 1989 Investment Advisor License 1998	Serving public funds since 1977



Susan Munson, CFP®, CFIP	Managing Director <i>Role: Senior Advisor</i>	Rancho Santiago College/College of Financial Planning	CFP® - 2002 Investment Advisor License 1992 Awarded the Investment Foundations™ Certificate by CFA Institute	Serving public funds since 1994
Sally Walton	Managing Director <i>Role: Trading and Senior Advisor</i>	Willamette University Public Policy & Political Science	Investment Advisor License 1999	Serving public funds since 1983
Mike Clark	<i>Role: Trading and Senior Advisor</i>	Oregon State University Business Administration	Investment Advisor License 2015	Serving public funds since 1993
Chris Bates	<i>Senior Fixed Income Analyst</i>	San Diego State University European Studies	Investment Advisor License 2017	Serving public funds since 2016
Whitney Maher	<i>Client Relationship Manager</i>	Portland State University Foreign Languages and Literature	Investment Advisor License 2010 Awarded the Investment Foundations™ Certificate by CFA Institute	Serving public funds since 2005
Michael Smith	<i>Operations Manager</i>	Western Washington University Finance		Serving public funds since 2016

DELIVERABLES DURING THE TERM OF SERVICE

GPA's approach to the scope of service will incorporate an interactive role between the City and GPA staff throughout the entire project. It begins with listening to the specific expectations and requirements of the City. Our goal is to empower the City's Finance Department with the tools to enhance the investment process and support the areas that need our expertise. We consider ourselves an extension of your staff and are available at any time. We understand the City's workflow and will continue to work on streamlining reporting and incorporating our services into the City's process. At the outset of a renewed contract, we would first update the portfolio assessment by utilizing our Guideline Portfolio Strategy (GPS) review (the most recent approved GPS is attached in Addendum Tab E). The next step is to affirm the strategy and to incorporate monthly reporting as a working document to support the City's investment strategy going forward.

Deliverables during the term of Service:

- 1) Ongoing non-discretionary advisory services for the investments and fund management
- 2) Ongoing assistance with managing in evaluating cash flow requirements
- 3) Investment portfolio structure and investment recommendations
- 4) Executions of all transactions on a competitive basis
- 5) Reporting of all investments and transactions on a monthly, quarterly and annual basis
- 6) All requirements listed in this proposal.



COMPLETED QUESTIONNAIRE

Section A. INFORMATION ABOUT THE INVESTMENT ADVISORY FIRM

1. Briefly describe the evolution of your firm including the date founded, ownership, and any subsidiary relationships. Provide audited financial statements for the past two years and a current interim financial statement.

Specifics:

- Government Portfolio Advisors was founded on February 4th, 2014, with a very experienced team of five professionals. The two principals of the firm have a combined 65 years of public fund experience, are Chartered Financial Analyst charterholders and are dedicated to serving public fund clients. Prior to starting GPA, the primary team worked at Davidson Fixed Income Management for 12 years and Piper Jaffray for the previous 18 years. GPA is a Registered Investment Advisor, regulated by the SEC - CRD# 170384.
- GPA's services are dedicated to public entities with a primary focus on fixed income non-discretionary advisory services and consulting services.
- GPA is national registered through the SEC to provide services in all 50 states.
- GPA is employee owned by Deanne Woodring, CFA and Dave Westcott, CFA
- GPA is a Women's Business Enterprise
- GPA has total Assets Under Management as of 9/30/17 of approximately \$8.8 billion
- GPA has total consulting assets as of 9/30/17 of approximately \$5.6 billion
- GPA is an independent Registered Investment Advisor and does not have any other business affiliations.
- GPA has no record of unsatisfactory performance as evidenced by complaints filed with the SEC

Financials

GPA has been in operations for nearly 4 years. Attached in Addendum Tab G you will find our financial highlights and balance sheet as of November 30, 2017. We do not have audited financials but additional financial information is available upon request.

Our operations are fully funded by the revenues generated from current contracts. Contract terms are between 3 and 10 years.

2. State your firm's total numbers of clients and dollars under management.

GPA Total Assets Under Management as of 9/30/17

Account Type	# of clients	Total AUM
Non-Discretionary:	40	\$8,254,799,126
Discretionary:	5	\$613,817,889
Total Assets Under Management:	45	\$8,868,617,015



3. State the total number of clients and dollars under non-discretionary advisement. State the number and dollar value of those accounts that are cities, counties and special districts.

Assets Under Non-Discretionary Advisement as of 9/30/17

Account Type	# of clients	Total AUM
Cities	13	\$1,832,593,252.17
Counties	6	\$2,330,539,243.89
Special Districts	13	\$3,005,280,853.50
School Districts/Universities	8	\$1,086,385,776.80
Total:	40	\$8,254,799,126.36

4. Provide a minimum of three (3) references – city, county or special district clients for whom you provide non-discretionary investment advisory services.

CITY OF HILLSBORO - OREGON
 NOVEMBER 2007 – PRESENT
 (ASSIGNED FEBRUARY 2014)
 Suzanne Linneen, Finance Director
 150 E. Main Street
 Civic Center, 5th Floor
 Hillsboro, OR 97123-4028
 503-681-6404
Suzanne.linneen@hillsboro-oregon.gov
 Services: Non-discretionary investment advisory services including executing transactions.

CITY OF ALBUQUERQUE – NEW MEXICO
 SEPTEMBER 2014 - PRESENT
 Chris Daniel, Investment Officer
 1 Civic Plaza NW
 Albuquerque, NM 87102
 505-768-3394
cdaniel@cabq.gov
 Services: Provide investment management services including executing transactions when directed. Report directly to the IOC and meet in person quarterly. Active asset allocation investment strategy.

CITY OF KIRKLAND
 JULY 2014 - PRESENT
 Michael Olson, Deputy Director of Finance & Administration
 123 Fifth Ave
 Kirkland, WA 98033
 425-587-3146
molson@kirklandwa.gov
 Service: Non-Discretionary Investment Advisory
 Services including executing transactions.

5. Who supplies your firm with market value figures?



Primary Source - Interactive Data Services:

GPA utilizes Advent APX for our portfolio reporting system. APX is linked to receive market values through Interactive Data Corp ("IDC"). IDC is a leader in independent market value pricing.

Secondary Source -- Bloomberg:

GPA provides a daily report that is available to our clients through our web portal and that system utilizes several Bloomberg pricing sources.

Custodial Banks:

GPA provides monthly reconciliation through the Advent APX system and the market values of IDC are reconciled to the custodial bank statements.

6. Describe the firm's research capability and resources (e.g., Bloomberg, PMA Ratings, Highline Data Bank Ratings, etc.).

Over the years, our personnel have developed a network of relationships with a variety of research firms, financial firms, and broker/dealers. This network of contacts assists in keeping us informed about the latest market information and emerging investment technology. This information is always available for the benefit of our clients and is used whenever applicable. For the purposes of internal research, Government Portfolio Advisors uses both historical and current market data along with analytical modeling to evaluate portfolio structures and individual investments in the fixed income securities market. We use real-time market information feeds to generate in-house research for both fundamental and technical analysis. All research conducted by our firm is completed by our portfolio strategy team. We have extensive training using Bloomberg analytics and have the quantitative skills to develop unique spreadsheet analytics.

Investment research includes:

- Bloomberg Rating Reviews
- Stone & McCarthy data
- Weekly Monday morning market commentary emailed to all clients
- Monthly Market Commentary
- Quarterly Market Commentary
- Periodic market alerts as needed

7. Is firm capable of providing all services identified in this request for proposal?

Yes, GPA is fully capable in providing all the services identified in this request for proposal.

GPA experience offers four areas of significant value to the City:

- 1) *Investment policy and procedure development updates:* Over the past 20 years, our team has worked with public funds in writing and updating investment policies. In recent years, we have supported the incorporation of procedure development to improve communication, strategies and operational programs.



- 2) *Benchmarking strategies:* We have developed and implemented portfolio benchmark techniques as the base of our advisory service which has provided value to public funds of all sizes. We assist clients in the development of internal benchmarks that match the goals and objectives of each specific fund.
- 3) *Broker/Dealer experience:* Our relationships with the top tier broker/dealers are very valuable to our clients. GPA's competitive pricing platform is an important advantage we have among our peers. We employ a significant effort in finding the lowest price offering in the market for each and every new investment purchase. This competitive trading platform provides for transparency and competitive pricing documentation for all trades.
- 4) *Education and development:* The team has played an instrumental role in providing educational platforms in many capacities to public funds. We welcome the opportunity to provide an educational session to staff, finance committee and Council members who are interested in learning more about the markets and strategies for the City's investment program.

8. Has there been any turnover of key personnel in the firm in the past 12 months? If yes, please describe.

GPA is committed to providing a high level of service to our clients. Over the last year we added one Senior Advisor and opened an Irvine California office.

9. Describe any Securities and Exchange Commission (SEC) regulatory censure or litigation related to services your firm provides.

There are no censures or litigations regarding GPA or its employees.

10. Provide a copy of the firm's most recent ADV, Part I and II (including Schedule I), as on file with the SEC. Is this firm registered with the State of Tennessee? Identify by page and item number, and explain any adverse information in the ADV and how you mitigated it or how you intend to do so.

Please see Addendum Tab A for GPA's most recent ADV, Part 1, Part 2A and Part 2B. The SEC regulates Registered Investment Advisors with assets under management in excess of \$100,000,000. The SEC regulation is a national registration and therefore, the City is registered to provide advisory services in Tennessee.

There is no adverse information in the ADV.

11. Benchmarks and Performance: Provide advice as to what benchmark(s) the City should establish in order to evaluate portfolio performance, and why.

Benchmark Strategies: Public entities utilize benchmarks for several reasons: 1) To provide for more effective accountability for the investment decisions of the portfolio managers 2) To ensure the assets in the portfolio are performing in a manner that is consistent with market returns and 3) To provide for more effective tools for portfolio managers and oversight committees to assess risk and return expectations.



Basis for selecting a benchmark: The benchmark should represent the risk and return expectations of the fund based on a normal interest rate and credit environment. It provides the starting point for the portfolio manager to construct and modify the portfolio on an ongoing basis from the perspective of risk and return.

GPA will provide advice on the utilization of appropriate benchmarks to provide for accountability of the investment program. We incorporate safety, liquidity and return into our benchmark assessments. We assist clients in determining the appropriate benchmark to balance risk with return for their portfolio. The recommendation is dependent upon the client's specific investment policy, constraints, and risk tolerance and returns objectives. Additionally, we perform an analysis of liquidity and core fund balances and projections. Once the benchmark is established, GPA will design a strategy to adjust the asset allocation and duration relative to the benchmark.

As fiduciaries of public fund monies, it is understood that the primary intent of incorporating a benchmark is to more effectively manage the liquidity and safety components of the portfolio. The secondary objective is to improve the returns of the portfolio. GPA's expectation is for each of our client's portfolios to out-perform their chosen benchmark. However, the performance should correlate closely to that of the chosen benchmark.

The City currently utilizes the 0-3year benchmark as the primary benchmark and GPA also reports on a 0-1 year given the addition of the bond proceeds into the portfolio. The City's project funds have demanded a higher degree of cash matching to generate cash flow in maturities to meet project expenditures. During the next benchmark review, we may consider a 0-2year benchmark to reflect the current profile and demands on the portfolio.



City of Franklin - Current Strategy Items

POLICY OBJECTIVES			
Liquidity	Safety	Return	Risk
Maintain Minimum Balance	Asset Diversification	Maturity Structure	Interest Rate Risk
Manage Range	Provide for Liquidity	Asset Classes	Credit Risk
Accept Market Rates	Diversification Mat.	Yield Curve	Reinvestment Rate

INVESTMENT COMPONENT WILL BE SHORTER WITH THE ADDITION OF BOND PROCEEDS			
	Current 11/30/17	Minimum	Maximum
Investments	\$85,000,000	\$50,000,000	\$100,000,000
Benchmark - For Comparisons	Duration	Minimum	Maximum
New Core and Project BAML 0-2 Year	0.98	0.50	1.20
Current BAML 0-3 Year	1.45	1.00	1.75
Other BAML 0-1 Year	0.50	0.25	1.00
LIQUIDITY FUND COMPONENT			
	Current 11/30/17	Minimum	Maximum
Liquidity Funds	\$34,225,000	\$20,000,000	\$40,000,000

12. How many new accounts have been added by your firm in the last three years? How many have discontinued your investment advisement services in the last three years? Explain why these accounts discontinued service.

GPA was founded in February of 2014. In these past 3 years, GPA has retained 21 clients from our previous firm and added 24 new clients through 9/30/17. Our staff size has also increased from 5 employees to 11.

GPA has had 5 clients in the last 3 years that have moved to other investment advisory options:

2017 Year:

Lost 1 County: Chose to combine services with their other financial advisor for budgetary reasons.

2016 Last Year:

Lost 2 Cities: One chose to go back to the brokerage model of services; one ended services when the final bond proceeds maturity occurred.

Lost 1 Power Agency: Chose to combine services with debt financial advisor

2015 Previous Year:

Lost 1 University: Final bond proceeds maturity occurred.

13. Describe how investment ideas are originated and researched.



Investment Ideas: The investment strategy is formulated and reviewed on a daily basis. With the ever-changing market, it is critical to follow changes in spread relationships, absolute yield levels and other economic factors which influence fixed income strategy. The strategic advisor and the team will monitor the portfolio on an ongoing basis.

The most important part of fixed income strategy will be at the onset of the investment advisory relationship. Before any investment decisions are made, we will work in conjunction with the City to determine an appropriate benchmark and liquidity percentage for the portfolio. This will provide the framework for investment decisions, rather than just reacting to market fluctuations. In addition to the daily strategy review, a more formal performance review will be conducted by the lead manager at the end of every month and every quarter.

Ongoing Investments recommendations, implementation and monitoring: Once the portfolio is positioned to meet current guidelines, we will implement the following monitoring process. The amount of City contact will depend on the how the City chooses to establish the relationships.

Research: GPA utilizes a disciplined investment strategy that is supported by technical analysis. We utilize research from many systems to support decisions on duration position, yield curve position and credit exposure.

14. Explain how investment decisions are monitored and evaluated, including rating changes.

GPA utilizes three reporting systems: Advent APX, Bloomberg, and BondEdge. Our clients' portfolios are entered into all three of these systems. The Bloomberg system provides for the ability to set alerts regarding calls, maturities and changes such as downgrades. The City's portfolio is currently in all of our systems and provides GPA with a timely notification of rating changes or status changes. The Advent APX system will be used to also provide updates on security information and ratings. The BondEdge system provides a daily analytic report package that includes cash flow projections, duration distribution, credit distributions, asset allocation, detailed holdings reports, and call projections.

In addition, all transition proposals and trades are retained and documented in our client files. We will add trades into Bloomberg and monitor over time to determine the value of the transaction. We will use this analysis when looking at yield curve trades and asset allocation trades.

15. Describe your investment advisement process and how it relates to the client's tasks. Include the step-by-step processes for transaction advice, decisions, execution, safekeeping/custody, and accounting, including who does what. A flow chart is desirable.

Step by Step Transaction Process:

TRANSACTION ADVICE

Step 1: Review the investment portfolio holdings relative to the established benchmark on a monthly basis.

Step 2: Review the liquidity portfolio holdings relative to cash flows and focus on funding requirements.



Step 3: When maturities come due, GPA will review the current liquidity balances and confirm that they are within target ranges. GPA will also monitor the portfolio for swap opportunities involving selling one security and replacing it with another to reposition the portfolio.

Step 4: The GPA Lead Advisor will evaluate the market conditions and the portfolio positions; run an Investment Proposal Analysis and present one or two investment alternatives.

DECISION AND AFFIRMATION

Step 5: The advisor will contact the City investment personnel to make an investment recommendation. Contact will be made at the preference of the client but will be confirmed via an email and followed up with a phone discussion.

Step 6: The City will notify GPA to proceed with the transaction(s) by email.

EXECUTION AND COMPETITIVE PRICING

Step 7: GPA will contact a minimum of three dealers from the approved broker/dealer list and request offering prices. If a dealer offers a security that is similar to the one requested and it represents more value to the City, GPA would contact the City on the additional value offered.

Step 8: The best security offered at the best price would be executed by GPA using their competitive pricing platform. This platform uses both electronic and verbal trade execution that will fully document prices, dealers contacted and prices which were used for executions.

SAFEKEEPING AND CUSTODIAL BANK CONTACT

Step 9: A document would be sent to the City in a timely manner detailing the following:

- the security purchased
- full descriptions of the bond
- trade ticket (includes total cost, settlement date and executing broker)
- competitive pricing sheet, showing a minimum of three competitive pricing comparisons
- detail of the amount of funds that need to be sent to custodian bank (if applicable)

Step 10: Trade documents would be sent to the City's custodial bank for settlement.

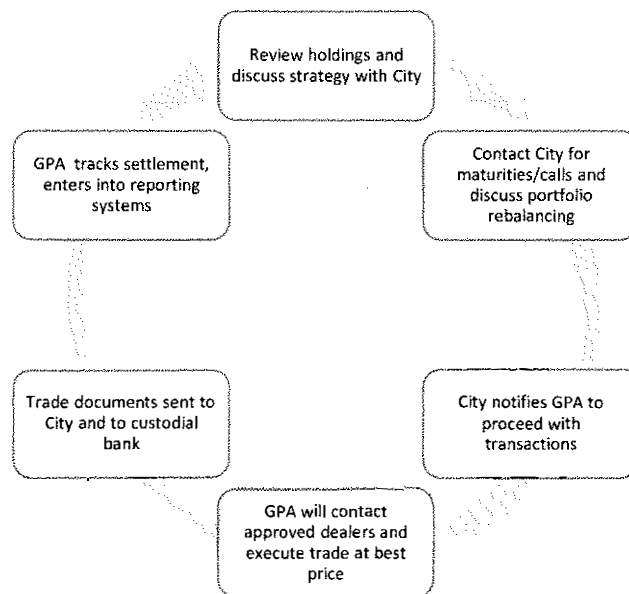
Step 11: GPA will work with the custodial bank to track the settlement of the security on trade settlement.

ACCOUNTING AND REPORTING

Step 12: GPA will enter the transaction into our reporting system; the transaction will show up on the daily GPA report the day after the transaction.

Step 13: GPA will provide monthly reporting to the City to show all transactions





16. Describe procedures used to ensure that portfolios comply with client investment objectives and policies.

GPA utilizes the Guidance Portfolio Strategy ("GPS") review to develop a plan that is incorporated into our monthly and quarterly reporting. This plan identifies target liquidity, duration and fund balances. In addition, a compliance report will be provided quarterly to provide the City with an assessment of the investment portfolio characteristics relative to the policy.

- GPS Questionnaire – Request for Information
 - Cash Flow
 - Liquidity Targets
 - Investment targets and objectives
- Outcome is a strategy
- Quarterly reporting incorporates targets
- Compliance report is provided quarterly

17. Describe the strategies that will be used to enhance the performance of the investment portfolio.

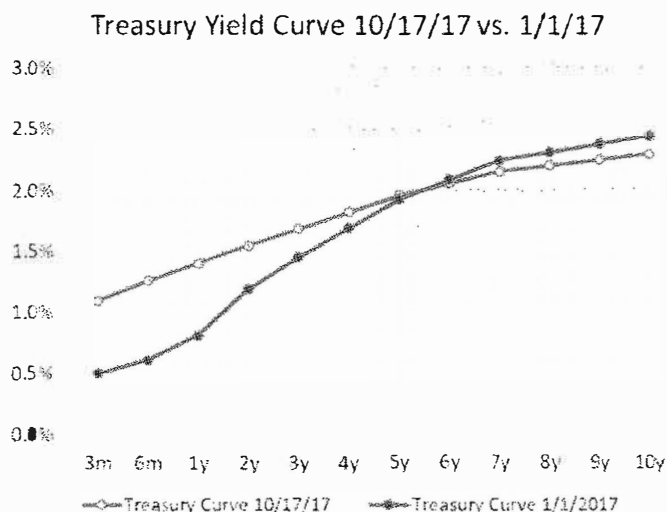
Our specific portfolio strategies that are used to enhance performance are as follows:

- *Duration Strategy:* Once an appropriate market benchmark is determined, we will make all future recommendations based on the current duration of the portfolio relative to the benchmark duration. This process provides a concise, well-communicated strategy in various interest rate scenarios. We utilize historical yield data to help determine the duration variance

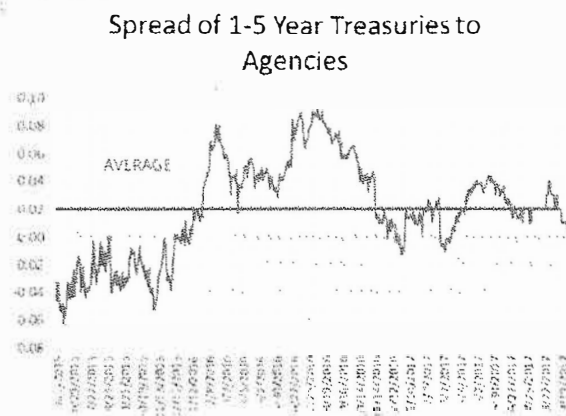
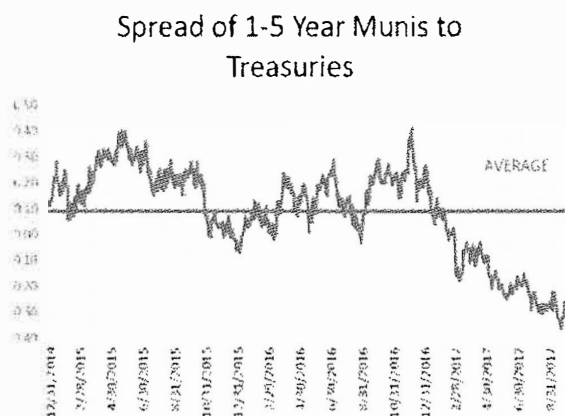


of the portfolio relative to the benchmark. Limits will be established at the outset, to ensure that the portfolio does not deviate dramatically from the established balance of risk and return.

- *Yield Curve Positioning:* After we determine the duration target and cash flow needs, we will evaluate the yield curve and discuss with the City the most appropriate maturity sectors to invest in based on the existing shape of the curve as well as future expectations of the curve. Consideration will also be given to the current maturities already invested in the portfolio.



- *Asset Class Selection:* Asset classes will be determined by examining the risk and reward characteristics of each class. State of Tennessee's statute and the City's investment policy will determine the asset classes allowed. As an advisor, we will recommend asset classes in a diversified manner that will optimize returns within the constraints of safety and liquidity. Our strategies to achieve this objective will include an analysis of your existing portfolio holdings versus securities that are available in the market place. We analyze the existing spread relationship of each portfolio security to the historical relationship of available securities and our expectations of future spread relationships. Our objective is to assist the City staff to maintain a portfolio of securities that provides enhanced performance relative to the market over a long investment horizon.



18. Describe your procedures for portfolio review, investment advisement and client contact.

Portfolio Review:

GPA's procedures will incorporate an interactive role between the City and GPA throughout the initial project. It begins with listening to the specific expectations and requirements of the City. Our goal is to empower the City's finance department with the tools to enhance the investment process and support the areas that need our expertise. We consider ourselves an extension of your staff and are available at any time. We will gain an understanding of the City's workflow and will continue to work on streamlining reporting and incorporating our services into the City's process.

We recently completed a review of the City's portfolio utilizing our Guideline Portfolio Strategy (GPS) tool to incorporate construction project funds. During this process we provided an evaluation of all the funds at the City to complete a comprehensive plan and include the State LGIP and bank balances as liquidity tiers. This process creates a clear line of communication between the City and GPA for the investment portfolio strategic plan. GPA incorporates the plan into the monthly reporting as a working document to support the investment strategy going forward.

Step 1: Assessment:

The GPA assessment is outlined with a Guideline Portfolio Strategy (GPS) that reviews and incorporates all facets of the City's investment objectives of safety, liquidity and return. The assessment begins with a review of historical and future cash flows, including project funds and defines the liquidity and investment components of the portfolio. After assessing liquidity needs we proceed to review the risk tolerance and return expectations of the investment strategy. A strategy is developed that will manage the three risks that the City's investment portfolio will need to continually address: interest rate risk, credit risk and reinvestment risk. Benchmark alternatives have been reviewed and the City determined that both the 0-3 Year Treasury and 0-1 Year Treasury will be used during the construction cash flow period as these benchmarks most appropriately match the risk and return characteristics specific to the City's criteria. Lastly, the strategy is designed to be responsive to current economic and market environments relevant to historical periods. For example: today, we are managing the portfolio shorter than the 0-3 year benchmark because of cash flow requirements and the outlook of higher rates in the marketplace. Through this strategic process, many terms and technical investment management strategies are discussed, and the City's Finance team will learn more about important elements of fixed income investing.

Step 2: Strategy Development and plan of communication and client contact

We embrace working with public entities with this approach because we believe that we can't take the full control of our client's investments. We act on the non-discretionary basis when trading, which means we need prior approval to invest and the City will retain control of the strategy that is being implemented. The fiduciary role is aligned between the City and the advisory team, and our role is to provide the Chief Financial Officer or the designee, additional market experience, strategy and discipline. Once the strategy is developed and terminology is clarified, we will develop a communication procedure for every facet of the investment program.



1. Initiation of the transactions: When a security matures, or new funds are to be added to the investment portfolio, the portfolio advisor would analyze the portfolio and complete the transaction.
2. Investment Proposal: An email with a trade proposal in the form of the Investment Proposal Analysis (IPA) will be sent to the City with trade and portfolio analysis for review.
3. Authority to transact: GPA, through the non-discretionary authority, will request an affirmation by email from the City prior to transacting the trade.
4. Execution: The GPA portfolio advisor will price the security on a competitive basis, contacting a minimum of three brokers to execute the transaction and enforce a best execution practice.
5. Documentation: The GPA client relationship manager will send confirmations of the transaction with competitive pricing information to the finance staff showing all prices offered.
6. Settlement: GPA will send the trade instructions directly to the custodian on the City's behalf and will assist with monitoring the settlement of the trade.

Step 3: Strategic Monthly Reporting

We have developed our reporting system to incorporate the objectives of safety, liquidity and return. These reports would be reviewed with the City and are used to incorporate into the strategy for the next month. Additionally, we provide a daily report that is accessible through our secured website. This provides continuous oversight of the portfolio relative to the strategy and risk in the decision-making process.

19. How are brokers/dealers selected? The City requires approved broker/dealers to submit and annually update a City-approved Broker/Dealer Information Request Form which includes the firms' most recent audited financial statements. What process do you have in place to monitor brokers/dealers after they have been approved?

We have an ongoing procedure for broker/dealer reviews as follows:

GPA has an established review committee to provide ongoing oversight to broker/dealers on our approved list. These broker/dealers have been evaluated for financial stability, regulatory compliance, competitive pricing, and customer service, timeliness of information and quality of service.

Monitoring broker/dealers: GPA continuously monitors the approved broker/dealer list for changes in firm characteristics. If there is a significant change in the firm or the individual broker, the City would be contacted.

GPA's current Broker/Dealer List 12/15/17:

Bank of America Merrill	KeyBank Capital Markets
Cantor Fitzgerald	Loop Capital Markets
Castle Oak Securities	Morgan Stanley
Citigroup Global Markets	Nomura
D.A. Davidson	Oppenheimer & Co.
Deutsche Bank Securities	Piper Jaffray
Daiwa Capital Markets	Raymond James



First Tennessee Financial
 Goldman Sachs & Co
 HSBC Securities Inc.
 Incapital LLC
 International FC Stone
 Jefferies
 JP Morgan Securities

RBC Capital Markets
 R.W. Baird
 SunTrust
 TD Securities
 Trade Web Direct
 UBS Securities
 Wells Fargo Securities

20. Identify the types of securities held in your client portfolios. Describe the types of investment research the firm utilizes, and the methodology used to recommend investment decisions (including maturity and investment selection).

Our client's portfolios are primarily invested in US Agency and US Treasury securities with additional exposure to high grade corporate bonds (when policy allows). Agency securities can provide for a significant yield advantage to Treasury securities while maintaining low default risk.

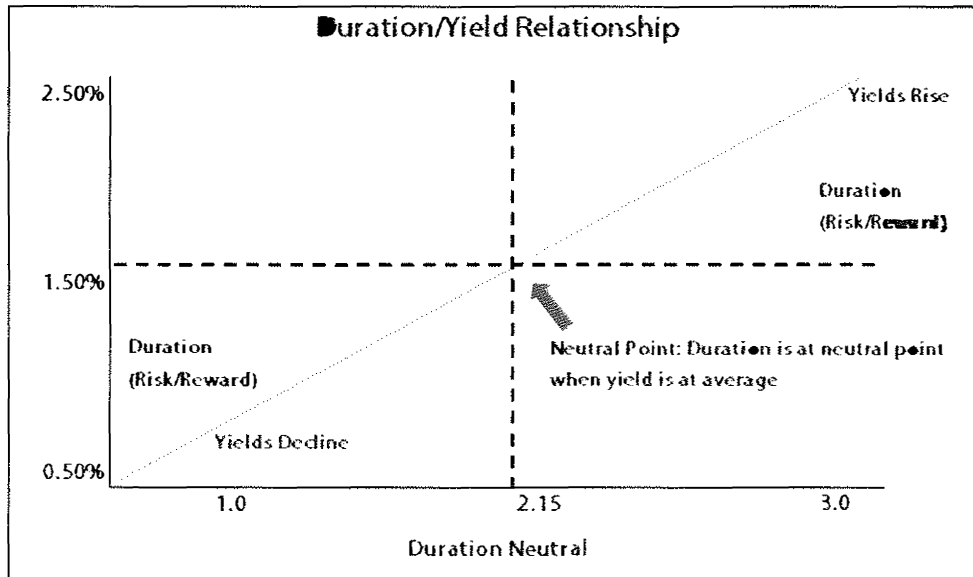
Types of Securities Held in Portfolios as of 9/30/17:

Security Type	Market Value	% Assets
US Agency (USD)	3,606,602,849.16	40.7
Corporate (USD)	280,952,653.47	3.2
Municipal (USD)	210,226,126.26	2.4
US Treasury (USD)	2,463,013,396.46	27.8
LGIP State Pool (USD)	1,469,468,644.37	16.6
Bank or Cash Deposit (USD)	529,953,140.96	6.0
County Pool (USD)	209,735,955.20	2.4
Commercial Paper (USD)	98,664,249.74	1.1
Fixed Income Total	8,868,617,015.62	100.0

Research and methodology:

The methodology used to recommend investment decisions starts with an understanding of the portfolio duration, anticipated changes in interest rates, and the duration of the benchmark portfolio. Duration of the portfolio will generally be kept shorter than the benchmark duration when interest rates are historically low, and we expect interest rates to rise. Durations will be extended in historically high interest rate environments as we expect interest rates to decline in the near future.





Example of Duration Strategy: The US Treasury 2 year note has a 10 year average yield of 1.5%. If the duration of the benchmark is 1.5 years, (0-3 Year Treasury benchmark), then the portfolio will be managed within a range of 1.0 to 2.0 years. When interest rates are below 1.5%, the portfolio will be positioned with a shorter maturity to the benchmark. When interest rates are above 1.5%, the portfolio will be positioned neutral or long to the benchmark. This discipline helps to ensure that the portfolio will perform with the market.

Section B. COMPUTER REQUIREMENTS

1. Does firm provide online access to account information? What are the specific requirements for remote access? Are there options? Please describe the City's ability to access data in detail.

GPA provides online access of month end and daily reports through the secured portal. Access is available through password access. GPA is currently in the process of integrating a new client portal that will allow for customized reports that are specific to each client. We are currently updating data and working on the new reporting profiles and expect to have this available by 4/1/18. Our clients are going to be really pleased with the current technology and flexibility of the system.

2. What security techniques are utilized to protect access to customer data maintained by the firm (hardware/software, physical)?

Firewalls at all perimeters, secure website, encryption of backups, and encryption of mobile devices, centrally managed antivirus, securely implemented Active Directory structure and policies.

3. Does firm support the Microsoft Windows environment if it provides software to clients? If no, please explain future support plans. If yes, please provide minimum hardware and software configuration.



GPA does not provide specific software to clients but does support Microsoft Windows environment. Information is exportable to Excel.

4. Describe media specifications for the firm. Include a description of any electronic or software features available that could be used by the City to interface with the firm to determine daily, weekly and/or monthly portfolio activity.

GPA values technology and is utilizing electronic platforms and features to enhance client services. We will work with the City specifically on the features to interface on daily, weekly or monthly portfolio activity.

The City's internal reporting system is Tracker and GPA provides reconciliation to the Tracker on an annual basis. We support our clients maintaining internal reporting systems to provide for independent reconciling of the advisor's reports to bank statements.

5. How many days/weeks/months of history can be accessed through the system?

Client reports will be available on our website beginning with inception, for a period of 10 years.

6. Does this system require any special hardware or software to access your system? If yes, please describe process, costs and requirements. If there are any third-party product requirements, please list those separately and describe your firm's relationship with the third-party company and commitment to support.

There are no special hardware or software requirements to access the system. You only need a web connection and the ability to open Adobe Acrobat files.

7. Describe the features of your system and inquiry capabilities. Does the firm's system offer the ability to inquire about specific transactions?

GPA can provide specific transaction information as requested. The current system allows for the City to review by month the specific transactions on the month end reporting system. The new system will allow the City to inquire directly about specific transactions.

8. Does your software allow additional users to have access to reports for viewing?

Yes, you can have multiple users access the "Daily Fixed Income Report", by assigning different user passwords to our secured website.

9. Describe your data back-up and recovery processes and the length of time that a back-up is kept.



GPA's systems are backed up daily and retain the data for 60 days. This is offsite, securely stored, encrypted backups. Recovery of the data is via the online backup software interface, and can be restored to the original location, alternate location, or delivered on media if requested.

All portfolio reporting data is stored in our cloud based server with Rackspace. The database servers are highly secured and provide nightly backup and accessibility from alternative locations other than the main Portland office if needed.

10. Describe all systems and measures taken to secure electronic client data and deter cybersecurity risks.

Cybersecurity risks are real, and GPA has taken great efforts to protect our secure data through our IT security and employee education.

Annually, we hire an independent firm to review and independently test our systems for access to the system. We tested in the 95% percentile of business organizations are size and continue to monitor and update security elements on our system throughout the year.

Section C. REPORTING

1. Describe the frequency and nature of the reports you provide and enclose examples. Include methods and formulas used to calculate total return and performance.

Describe the frequency and nature of the reports you provide:

GPA provides daily, monthly, quarterly and annual reports to our clients.

Daily	•Holdings, Duration, Distribution by Maturity, Upcoming Calls/Maturities, Shock Simulation, Benchmark Comparison
Monthly	•Market Commentary, Holdings, Performance, Transactions, Distributions, Earnings
Quarterly/Annual	•Market Commentary, Specific Portfolio Commentary, Compliance Report, Holdings, Performance (net and gross), Transactions for the period

Include methods used to calculate total return and performance:



GPA calculates total return and performance data based on GIPS standards. This includes trade date basis and market to market valuations.

The accounting method used to calculate investment performance is the Modified Dietz method. This method estimates when external cash flows are received into or withdrawn from a portfolio by assuming that all external cash flows occur at the mid-point of the period, thus half-weighting the net total external flow for the period when calculating the period's average capital invested (denominator):

$$R_{ModDietz} = \frac{EMV - BMV - CF}{BMV + \sum_{i=1}^n (CF_i \times W_i)}$$

2. Describe the benchmarks included in the performance reports.

GPA is currently using the BAML 0-3 year and the BAML 0-1 year treasury benchmarks to monitor the performance of the City's investment portfolio due to the nature of the project funds and excess operating funds. Given the incorporation of bond proceeds into the City's investment core, a customized benchmark will be evaluated to appropriately represent the market risk and return profiles of the City's investment structure.

GPA provides a month to date, quarter to date, year to date and inception date performance return relative to the benchmark. It is important to evaluate returns over periods of time.

Example of Reports:

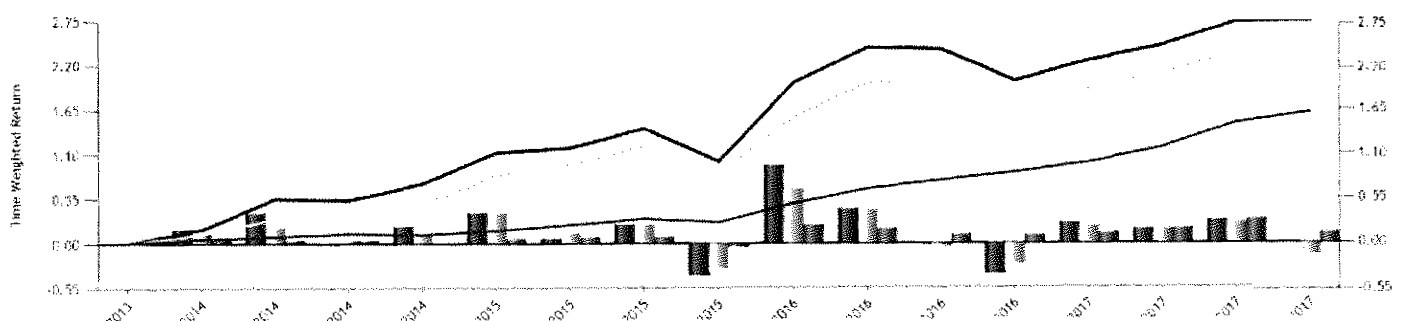


City of Franklin - Core Investment Fund

Performance History

Portfolio Account	Month To Date	Quarter To Date	Fiscal Year To Date	Annualized Inception To Date
	-0.02	0.01	0.29	0.69
Index				
ML 0-3 Year Treasury Index	-0.12	-0.14	0.12	0.56
ML 0-1 Year Treasury	0.05	0.12	0.42	0.41

Time Weighted Return Inception (12/31/2013) to Date



3. Describe the type and frequency of credit analysis that would be provided on security issuers and financial institutions (e.g. Highline Data Bank Ratings and PMA Ratings).

The City of Franklin's investment policy and Tennessee Statute limit credit exposure to Commercial Paper, Municipal bonds and repurchase agreements.

There is value and risk in the credit sectors and GPA has a stringent credit monitoring process for all portfolios that hold corporate and credit exposed investments.

Credit Committee Review Procedures:

1. Meet monthly to conduct a review of corporate holdings in the portfolios.
2. Compare the holdings to the policy constraints in the City's portfolio.
3. Maintain a recommended a buy/hold list for the City that includes ratings, Bloomberg credit profile report and other credit metrics.
4. Monitor daily for fundamental and qualitative changes such as spreads, equity price and other metrics.

Credit Committee Action Procedures if rating or outlook changes:

1. GPA will provide ongoing updates regarding credit changes that occur on a holding or name on the approved buy list.
2. GPA will provide a specific recommendation if a downgrade occurs on an issuer held in the portfolio. The portfolio is compliant if the issue was compliant at the time of purchase. If a rating declines after the purchase, an assessment and recommendation will be made to hold or sell the security.

Dave Westcott and Chris Bates are our credit specialists and oversee all monitoring and portfolio holdings as well as the credit buy lists.

4. How often would the representative from your firm meet with the City to review portfolio performance and revise investment strategies?

GPA would meet on-site with City staff at a minimum of once a year to discuss portfolio performance and revise investment strategies. In addition, the GPA advisors attend the national GFOA sessions and will meet with the City's finance team when they are available.

5. Does firm offer reconciliation services for third-party safekeeping? If yes, please describe and include a sample of your standard reports. If no, what alternatives can you offer?

GPA is currently utilizing Advent Custodial Data (ACD) to directly link a data feed from the City's custodial bank to GPA's Advent reporting system. This allows us to have daily reconciliation as well as monthly position reconciliation.

GPA has the technology incorporated into our reporting system to manage and match trade settlement details between the broker/dealers and the City's custodian. With written permission by the City, GPA



has established an interface to monitor all trade confirmations through the DTCC system and interface settlements through the ACD system for daily reconciliation.

A reconciliation report is shown below:

**Interface
Position Reconciliation
(as of Settlement Date)
November 30, 2017**

Reporting Currency: us

Security	Interface Quantity	Advent Quantity	+/- Difference	Interface Market Value	Advent Market Value	+/- Difference
Franklin : City of Franklin - Core Investment Fund						
FNMA (USD)						
fnus3135G0E33 FEDERAL NATL MTG ASSN	2,500,000	2,500,000	0	2,492,950.00	2,492,940.00	10.00
fnus3135G0E36 FEDERAL NATL MTG ASSN	2,500,000	2,500,000	0	2,468,025.00	2,468,030.00	-5.00
fnus3135G0YT4 FEDERAL NATL MTG ASSN	5,000,000	5,000,000	0	4,998,150.00	4,998,140.00	10.00
FHLMC (USD)						
fnus3137EADMB FEDERAL HOME LN MTG CORP	2,500,000	2,500,000	0	2,473,350.00	2,473,345.00	5.00
fnus3137EADZ9 FEDERAL HOME LN MTG CORP	5,000,000	5,000,000	0	4,956,700.00	4,956,695.00	5.00
fnus3137EAE33 FEDERAL HOME LN MTG CORP	5,000,000	5,000,000	0	4,968,300.00	4,968,300.00	0.00
FNMA CALLABLE (USD)						
fnus3136G3SK2 FEDERAL NATL MTG ASSN	2,500,000	2,500,000	0	2,459,275.00	2,459,272.50	2.50
UNITED STATES TREASURY (USD)						
tnus91282BN22 UNITED STATES TREAS NTS	4,000,000	4,000,000	0	3,981,720.00	3,981,720.00	0.00
tnus91282BP53 UNITED STATES TREAS NTS	5,000,000	5,000,000	0	4,941,400.00	4,941,405.00	-5.00
tnus91282BR51 UNITED STATES TREAS NTS	4,000,000	4,000,000	0	3,988,440.00	3,988,436.00	4.00
tnus91282BR58 UNITED STATES TREAS NTS	3,000,000	3,000,000	0	2,969,560.00	2,969,569.00	-9.00
tnus91282BSN1 UNITED STATES TREAS NTS	2,500,000	2,500,000	0	2,492,100.00	2,492,090.00	10.00
tnus91282BTH3 UNITED STATES TREAS NTS	2,500,000	2,500,000	0	2,463,975.00	2,463,965.00	10.00
tnus91282BUR9 UNITED STATES TREAS NTS	4,000,000	4,000,000	0	3,994,520.00	3,994,520.00	0.00
tnus91282BK2 UNITED STATES TREAS NTS	2,500,000	2,500,000	0	2,495,400.00	2,495,410.00	-10.00
FHLMC CALLABLE (USD)						
fnus3134GAK78 FEDERAL HOME LN MTG CORP	2,500,000	2,500,000	0	2,486,125.00	2,486,120.00	5.00
fnus3134GAKV3 FEDERAL HOME LN MTG CORP	2,500,000	2,500,000	0	2,486,750.00	2,486,747.50	2.50
BANK DEPOSITS/MONEY MARKETS (USD)						
mmus0000FIFTH3 FIFTH THIRD BANK DEPOSIT	0	361,241	-361,241	0.00	361,241.11	-361,241.11
FHLM DISCOUNT NOTES (USD)						
dlus31336SRC2 FEDL HOME LOAN BKS DISC NT	3,000,000	3,000,000	0	2,997,300.00	2,997,300.00	0.00
TOTAL				82,520,821.11	85,032,268.90	-2,511,447.79



Section D. TRAINING

1. Describe the training for City staff that the firm would provide.

GPA strongly believes in empowering our clients with education on all facets of the fixed income markets. We are available to meet on-site and provide educational sessions to staff and oversight committee members. GPA will customize training to ensure that City finance staff and fiduciaries have access to the financial fundamentals needed to confidently carry out responsibilities. Specific training options:

1. Onsite training session can be designed for 2-hour sessions
2. GPA will invite City staff to our regional educational forums
3. GPA can share our power-point presentations that we do at various local associations and provide a skype seminar
4. GPA lead advisors will provide updates when attending national association meetings on information that may be of interest to the City's finance team.

GPA's investment professionals have a long history of commitment to education and partner with several associations dedicated to educating government investment managers, including Government Finance Officers Association (GFOA) and Government Investment Officers Association (GIOA) Deanne Woodring just completed a 7-year elected service on the Treasury Investment Committee of GFOA where she was instrumental in developing policies and procedures for government investment managers. Susan Munson founded Fixed Income Academy (FIA) in 2010. FIA is an online educational company and creator of Bond School, which is being used by public agencies across the country to increase foundational knowledge and certify government investment professionals. Our professionals not only speak at conferences throughout the year, we attend the sessions to stay informed of developments that may impact our clients. In addition, GPA professionals work closely with the CFA Institute to support the CFA's educational forums.

Publications:

GPA provides a weekly commentary on market updates, economic data and special reports.

Section E. OTHER SERVICES

1. Based upon information about the City's investment advisory needs and goals learned during the course of this proposal process, describe any enhancements, technological or otherwise, that the City should consider in order improving efficiencies and portfolio performance.



GPA understands that the City of Franklin seeks to achieve financial excellence, and GPA will continue to work closely the Chief Financial Officer and finance team to reach this goal. The City currently utilizes Tracker as the City's book of record and that system provides a cost-effective tool.

One area of enhancement that would improve efficiencies and portfolio performance will be in the cash flow forecasting tool. This requires a joint process between the City and GPA and will add confidence to the maturity structure of the portfolio.

2. What new services or features does the firm plan to offer in the future?

GPA is innovative in providing services required by our clients to improve financial due diligence and provide transparency, accountability and improved information regarding the portfolio investment process. New services will continue to roll out to provide our clients with additional tools that support the investment program.

We are specifically working on technology improvements in our reporting system and expect to roll out interactive services and on 4/1/18. The primary benefit to our clients will be the client portal access that will allow each of our clients to design a specific dashboard to monitor the portfolio daily. GPA has waited to find the right technology partner to design a system that specifically meets the needs of our public fund clients.

As our firm grows, GPA is committed to hiring key personnel that will add to the value proposition of GPA, which is to provide accountability, confidence and transparency to our client's investment program. We recently added Susan Munson to our team of Senior Advisors and her background and approach will enhance the delivery features of our service.

Additional Information:

Distinguishing Features of GPA's Service:

Experience has proven that managing investment programs for general operating funds and longer-term funds requires flexibility, responsiveness and discipline. The key factors that distinguish the GPA from other providers are:

- ✓ Longevity in serving public fund clients.
- ✓ Expertise in applying market benchmarks to operating funds.
- ✓ Understanding of the capital markets and broker/dealer community.
- ✓ Experience in implementing disciplined investment strategies that encompasses liquidity, safety and return.
- ✓ Experience in creating partnerships with our clients, equipping them to be successful in achieving financial wellness.
- ✓ Expertise in reporting financial results.
- ✓ Structuring and managing the investment of bond proceeds.
- ✓ Engagement in the community and dedication to public fund education through affiliations with regional and national municipal organizations.



- ✓ Commitment to the highest ethical standards and life-long learning as demonstrated through the adoption of prestigious designations and completion of continuing education requirements.
- ✓ Commitment to the empowerment of finance officers through unique educational platforms.
- ✓ Dedication of careers to empower public fund investors nationally through the delivery of non-discretionary services.

Section F. DISASTER RECOVERY PLAN

1. Briefly describe your disaster recovery plan. Can a copy of this plan be provided upon request?

GPA follows the SEC recommendations and standards for testing recovery scenarios and we run random testing to ensure that our technology and employees are prepared. This plan addresses the following actions:

1. Significant Business Disruption (SBD's)
2. Approval and Execution Authority of the Plan
3. Plan Location and Access
4. Alternative Physical Locations of Employees
5. Customers Access to Records
6. Data Back-up and Recovery
7. Financial and Opeartional Assessment
8. Alternative Communciations between the Firm and Customers, Empoloyees and regulators
9. Critical Business Constituents
10. Regulatory Reporting

GPA maintains and tests its disaster recovery plan annually. In the event of a disaster, we understand that our clients require the ability to communicate either via telephone, electronically or in person.

We will provide you with a copy of the disaster recovery plan if requested.

2. What disaster recovery services can you provide to the City if your firm cannot operate from your own facilities?

GPA has followed standard protocols for disaster preparedness. We have back-up systems set up in off-site location and all employees and systems can be redirected to those sites in a situation where our office facilities are not accessible. Our employees have been trained and are equipped to function off site and remotely if necessary.

Our technology is set up to allow each employee to access remotely through off-site servers or Evault, which is a recovery cloud based provider. We employ a full time IT professional and have a recovery team available 24/7. Each of our advisors has phone and computer access from their homes and anywhere they can access internet service.



3. Is there a "hot" back-up processing site? How quickly can the site be implemented and accessed in the event of an emergency? Would the City be required to purchase anything additional to access this site?

GPA has a "hot" backup site located in Hood River, Oregon. This backup will be used in the case of natural disaster, physical or environmental circumstances that are beyond our control. At this location we maintain backup servers, systems and workstations. GPA has immediate access to all client data that is retained by GPA from this site. The City would not be required to purchase anything to access this site.

Section G. NON-DISCRETIONARY ADVISORY SERVICES COST PROPOSAL

1. Provide a non-discretionary fee schedule that would apply to the City's account. Describe the methodology used (e.g., percentage basis points of assets under advisement, flat fee, tiered, and how the fees are calculated).

GPA recommends continuing to work on a fixed fee basis as this provides for more stable budgeting. The following fixed fee is based on annual average total investment balances of \$50,000,000 and \$100,000,000. The remaining balances will be in the State Pool or short-term investment alternatives to provide for liquidity. GPA feels that this service provides the City with a comprehensive best practice investment program and incorporates all components of the available funds to invest. Our flat fee solution prevents any conflict of interest when we recommend adding more to the investment component. The current investment component is approximately \$80,000,000 and the total funds including liquidity is approximately \$135,000,000.

Fixed Fee: Year 1 \$48,000
Year 2 \$48,000
Year 3 \$48,000

Equivalent to approximately 6 basis points on \$80,000,000 on current investments

Equivalent to approximately 3.5 basis points on \$135,000,000 on total funds

The fee terms for the remaining 1year renewable periods will be negotiated based on the 3.5 basis point underlying pricing.

2. In the event that proceeds from a City bond issuance are included in the portfolio, is there a separate fee schedule to cover advisory services for those investments? Would there be a reduction in a percentage fee based on assets under advisement?

Bond proceeds will impact the overall fund balances and available fund to invest. GPA would like to maintain the ability to discuss and negotiate a change in fee if the bond proceeds balances significantly change the investable funds. Being able to discuss this impact is important so that the City can appropriately budget and apply any investment advisory fee costs to bond proceed funds.



Our fees are based on 3.5 basis points on assets and would be applied to the annual average balance.

Example: \$50,000,000 at 3.5 basis points = \$17,500

If the City has any questions on the pricing section we are available to clarify. Given our understanding of the City's current projects relative to past balances, we are trying to provide for the ability for the City to increase or decrease fees, if fund balances vary widely. We can also include a not to exceed limit in the contract language.

3. What expenses are covered under the fee schedule?

All expenses are covered under the fee schedule.

4. Identify any fees and expenses that would not be covered under the fee schedule but may be required.

The City's costs for Tracker reporting and custodial bank services will be handled by directly by the City.

5. Indicate what direct costs the City would be responsible for in any conversion. Indicate what conversion costs, if any, would be absorbed by the firm as start-up costs.

There are no conversion costs.

6. Include payment terms required for services rendered (e.g., monthly or quarterly, in advance or arrears).

Payments can be made monthly or quarterly in arrears and can be finalized in the procurement agreement.



REQUIRED REFERENCE INFORMATION

CITY OF HILLSBORO – OREGON

NOVEMBER 2007 – PRESENT

(ASSIGNED FEBRUARY 2014)

Suzanne Linneen, Finance Director

150 E. Main Street

Civic Center, 5th Floor

Hillsboro, OR 97123-4028

503-681-6404

Suzanne.linneen@hillsboro-oregon.gov

Services: Non-discretionary investment advisory services including executing transactions.

CITY OF ALBUQUERQUE – NEW MEXICO

SEPTEMBER 2014 – PRESENT

Chris Daniel, Investment Officer

1 Civic Plaza NW

Albuquerque, NM 87102

505-768-3394

cdaniel@cabq.gov

Services: Provide investment management services including executing transactions when directed. Report directly to the IOC and meet in person quarterly. Active asset allocation investment strategy.

CITY OF KIRKLAND

JULY 2014 – PRESENT

Michael Olson, Deputy Director of Finance & Administration

123 Fifth Ave

Kirkland, WA 98033

425-587-3146

molson@kirklandwa.gov

Service: Non-Discretionary Investment Advisory Services including executing transactions.



ADDENDUM TAB B

GIPS DISCLOSURES

Government Portfolio Advisors LLC Verification Report

June 30, 2017





Verification Report

Ms. Deanne Woodring
Government Portfolio Advisors LLC

We have verified whether Government Portfolio Advisors LLC (the "Firm") (1) has complied with all the composite construction requirements of the Global Investment Performance Standards (GIPS®) on a firm-wide basis for the periods from January 1, 2017 through June 30, 2017, and (2) designed its policies and procedures to calculate and present performance in compliance with the GIPS standards as of June 30, 2017. The Firm's management is responsible for compliance with the GIPS standards and the design of its policies and procedures. Our responsibility is to express an opinion based on our verification. We conducted this verification in accordance with the required verification procedures of the GIPS standards. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, the Firm has, in all material respects:

- Complied with all the composite construction requirements of the GIPS standards on a firm-wide basis for the periods from January 1, 2017 through June 30, 2017; and
- Designed its policies and procedures to calculate and present performance in compliance with the GIPS standards as of June 30, 2017.

A verification covering the periods from February 3, 2014 through December 31, 2016 was performed by another verification firm, whose report expressed an unqualified opinion thereon.

This report does not relate to or provide assurance on any composite compliant presentation of the Firm and does not ensure the accuracy of any specific composite compliant presentation.

ACA Performance Services, LLC

ACA Performance Services, LLC
October 25, 2017

**Government Portfolio Advisors LLC
Verification and Short Treasury Composite Performance
Examination Report**

June 30, 2017





Verification and Performance Examination Report

Ms. Deanne Woodring
Government Portfolio Advisors LLC

We have verified whether Government Portfolio Advisors LLC (the "Firm") (1) has complied with all the composite construction requirements of the Global Investment Performance Standards (GIPS®) on a firm-wide basis for the periods from January 1, 2017 through June 30, 2017, and (2) designed its policies and procedures to calculate and present performance in compliance with the GIPS standards as of June 30, 2017. We have also conducted a performance examination of the Firm's Short Treasury Composite for the periods from January 1, 2017 through June 30, 2017. The Firm's management is responsible for compliance with the GIPS standards, the design of its policies and procedures, and for the Quarterly Performance and Short Treasury Composite's compliant presentations. Our responsibility is to express an opinion based on our verification and performance examination. We conducted this verification and performance examination in accordance with the required verification and performance examination procedures of the GIPS standards. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, the Firm has, in all material respects:

- Complied with all the composite construction requirements of the GIPS standards on a firm-wide basis for the periods from January 1, 2017 through June 30, 2017; and
- Designed its policies and procedures to calculate and present performance in compliance with the GIPS standards as of June 30, 2017.

A verification covering the periods from February 3, 2014 through December 31, 2016 was performed by another verification firm, whose report expressed an unqualified opinion thereon.

Also, in our opinion, the Firm has, in all material respects:

- Constructed the Short Treasury Composite and calculated the Short Treasury Composite's performance for the periods from January 1, 2017 through June 30, 2017 in compliance with the GIPS standards; and
- Prepared and presented the Short Treasury Composite's accompanying compliant presentation for the periods from January 1, 2017 through June 30, 2017 in compliance with the GIPS standards.

A performance examination of the Firm's Short Treasury Composite covering the periods from February 3, 2014 through December 31, 2016 was performed by another verification firm, whose report expressed an unqualified opinion thereon.

This report does not relate to or provide assurance on any composite compliant presentation of the Firm other than the Firm's Short Treasury Composite.

ACA Performance Services, LLC

ACA Performance Services, LLC
October 25, 2017

GOVERNMENT PORTFOLIO ADVISORS LLC
SHORT TREASURY COMPOSITE
QUARTERLY PERFORMANCE PRESENTATION - PAGE 1 OF 2

Asset-Weighted Performance Gross and Net of Management Fees
Results have been calculated in U.S. Dollars

		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual
2017	Gross	0.22%	0.21%			
	Net	0.21%	0.20%			
2016	Gross	0.65%	0.36%	0.04%	(0.26%)	0.79%
	Net	0.64%	0.35%	0.03%	(0.27%)	0.76%
2015	Gross	0.44%	0.13%	0.25%	(0.30%)	0.51%
	Net	0.43%	0.12%	0.24%	(0.31%)	0.48%
2014	Gross	0.19%	0.27%	0.04%	0.20%	0.70%
	Net	0.19%	0.27%	0.03%	0.19%	0.69%
2013	Gross	0.11%	(0.35%)	0.37%	0.09%	0.22%
	Net	0.10%	(0.36%)	0.36%	0.08%	0.18%
2012	Gross	0.20%	0.24%	0.24%	0.14%	0.83%
	Net	0.19%	0.23%	0.23%	0.13%	0.79%
2011	Gross	0.11%	0.54%	0.21%	0.21%	1.07%
	Net	0.09%	0.53%	0.20%	0.20%	1.02%
2010	Gross	0.29%	0.72%	0.39%	0.05%	1.46%
	Net	0.27%	0.71%	0.38%	0.04%	1.40%
2009	Gross	0.30%	0.62%	0.46%	0.13%	1.52%
	Net	0.29%	0.60%	0.44%	0.12%	1.46%
2008	Gross	2.01%	0.16%	0.27%	2.99%	5.52%
	Net	2.00%	0.15%	0.26%	2.98%	5.46%
2007	Gross	1.42%	0.95%	1.94%	1.70%	6.14%
	Net	1.39%	0.92%	1.92%	1.67%	6.04%

GOVERNMENT PORTFOLIO ADVISORS LLC
SHORT TREASURY COMPOSITE
QUARTERLY PERFORMANCE PRESENTATION - PAGE 2 OF 2

Asset-Weighted Performance Gross and Net of Management Fees
Results have been calculated in U.S. Dollars

		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual
2006	Gross	0.90%	0.92%	1.79%	1.23%	4.93%
	Net	0.87%	0.89%	1.76%	1.20%	4.81%
2005	Gross	0.30%	0.88%	0.52%	0.87%	2.60%
	Net	0.25%	0.84%	0.48%	0.84%	2.43%
2004	Gross		(0.27%)	0.59%	0.21%	
	Net		(0.32%)	0.54%	0.16%	

Past performance is not indicative of future results. Performance presented prior to February 3, 2014, occurred while the Portfolio Management Team was affiliated with a prior firm. The Verification and Performance Examination Report and the compliant presentation are an integral part of this presentation. The periods shown prior to December 31, 2016 were examined by another verification firm.

ACA Performance Services, LLC 1370 Broadway, 12th Floor New York, NY 10018
Phone: (212) 951-1030 www.acacompliancegroup.com/gips

Government Portfolio Advisors, LLC.
Short Treasury Composite – 0-3 Year Treasury
ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 Yr Annual St. Dev	Composite Performance Results		Composite Dispersion	Composite 3 Yr Annual St Dev
						Gross	Net		
2004		\$10,052,455	1	N/A	N/A*	N/A	N/A	N/A	N/A*
2005		\$36,467,831	2	2.10%	N/A*	2.60%	2.43%	N/A	N/A*
2006		\$56,528,351	3	4.24%	N/A*	4.93%	4.81%	N/A	N/A*
2007		\$205,471,297	8	6.64%	1.00%	6.14%	6.04%	0.23%	.69%
2008		\$491,802,648	12	5.34%	1.23%	5.52%	5.46%	0.39%	1.11%
2009		\$456,503,425	12	0.70%	1.47%	1.52%	1.46%	0.40%	1.24%
2010		\$533,063,581	12	1.83%	1.30%	1.46%	1.40%	0.21%	1.20%
2011		\$683,249,269	11	1.17%	.76%	1.07%	1.02%	.09%	.45%
2012		\$856,075,494	12	.35%	.55%	.83%	.79%	.12%	.36%
2013		\$909,546,269	14	.30%	.37%	.22%	.18%	.09%	.44%
2014	\$2,741,436,945	\$1,071,243,764	12	.46%	.30%	.70%	.69%	N/A	.47%
2015	\$5,718,949,169	\$1,602,672,710	17	.43%	.395%	.51%	.48%	.08%	.55%
2016	\$6,669,097,799	\$3,055,638,592	23	.78%	.53%	.79%	.76%	.13%	.57%

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year

N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).

Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The 3 Year calculations are based on monthly returns. Performance and total firm assets presented prior to February 3, 2014 represents the performance record of the portfolio management team while affiliated with a prior firm

Definition of the Firm: Government Portfolio Advisors, “GPA”, is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA’s core business focus is providing fixed income advisory services.” GPA firm assets include all regulatory assets under management held in separately managed funds, excluding the liquidity portfolios.

Short Treasury Composite Description: GPA Short Treasury Composite contains discretionary fixed income accounts and for comparison purposes is measured against the Merrill (Bank of America) Treasury 0-3 Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm’s separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain shorter maturity and are invested to provide for secondary liquidity. The portfolios are invested in highly liquid securities for future cash flow requirements. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The Short Treasury Composite was created on the founding date of GPA on February 3, 2014. Performance presented prior to February 3, 2014 occurred while the portfolio management team was affiliated with a prior firm. Ashland Partners & Company LLP has reviewed the performance record for compliance with the portability requirements of the GIPS Standards. Performance presented prior to February 3, 2014 occurred while the Portfolio Management Team was affiliated with a prior firm. The Portfolio Management Team remains intact at Government Portfolio Advisors and were

the only individuals responsible for selecting securities to buy and sell at the prior firm. Policies for valuing portfolios, calculating performance, and preparing compliant presentations are available upon request.

The U.S. Dollar is the currency used to show performance. Returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. The annual composite dispersion presented is an asset-weighted standard deviation calculated for the accounts in the composite the entire year. Prior to 2015 dispersion was calculated based off of the annual account net returns. From January 1, 2015 forward, dispersion is calculated based off of the gross account level returns.

Effective January 1, 2016, the minimum portfolio size for inclusion in the composite is \$5,000,000.00.

The benchmark for this composite is the US Treasury 0-3 year treasury composite as reporting by Bank of America Merrill Lynch. The composite includes all US treasury securities that mature between 0 and 3 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
\$10,000,000 or less		Flat Fee - \$15,000
\$10,000,001 - \$25,000,000	12	\$15,000 - \$ 20,000
\$25,000,001 - \$50,000,000	8	\$20,000- \$ 30,000
\$50,000,001 - \$100,000,000	6	\$30,000 - \$ 50,000
\$100,000,001 - \$500,000,000	5	\$50,000 - \$ 250,000

Government Portfolio Advisors, LLC "GPA" claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/14 – 12/31/16.

Verification assesses whether (1) the firm has complied with all the composite construction requirements of the GIPS standards on a firm-wide basis and (2) the firm's policies and procedures are designed to calculate and present performance in compliance with the GIPS standards. The Short Treasury Composite has been examined for the periods 2/3/14 – 12/31/16. The verification and performance examination reports are available upon request.

The Short Treasury Composite also received a performance examination from 3/31/2004 – 12/31/2013 while at a prior firm



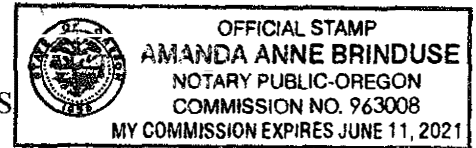
GOVERNMENT
PORTFOLIO
ADVISORS

ADDENDUM TAB C

AFFIDAVIT OF NON-COLLUSION, AFFIDAVIT OF TITLE VI COMPLIANCE
AND INVESTMENT POLICY CERTIFICATION

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Oregon)
County of Multnomah) SS
Affiant, Deanne Woodring, deposes and makes oath that:
(printed name of person signing Affidavit)



1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Government Portfolio Advisors,
(legal name of entity submitting bid or proposal)

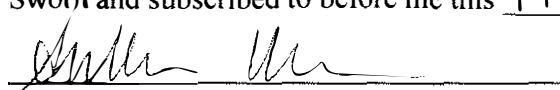
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

President

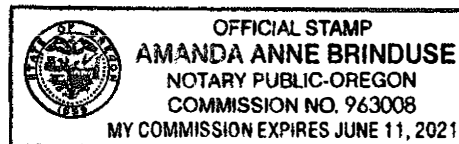
(title of Affiant)

Sworn and subscribed to before me this 14th day of December, 2017
 My Commission Expires: June 11 2021
(Notary Public)

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Oregon)
County of Multnomah) SS



Affiant, Deanne Woodring, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Government Portfolio Advisors

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

Presi dent

(title of Affiant)

Sworn and subscribed to before me this 14th day of December, 2017

[Signature]
(Notary Public)

My Commission Expires: June 11 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 011)

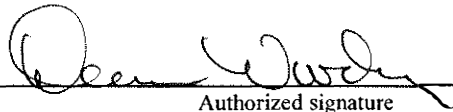
City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2018-011

Appendix C

INVESTMENT POLICY - ADVISOR CERTIFICATION

I certify that I have received a copy of the Investment Policy of the City of Franklin, Tennessee, as originally adopted by the City's Board of Mayor & Aldermen on July 13, 2004, and revised June 27, 2017, and I understand the objectives and constraints outlined in said Investment Policy as they relate to the investment advisory services proposed to the City.



Authorized signature

President

Title

Government Portfolio Advisors

Firm

12/13/17

Date

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0006)

Attachment No. 2

CITY'S TERMS

STANDARD PROCUREMENT TERMS & CONDITIONS

Standard Procurement Terms and Conditions City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2018-011

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklin.tn.gov

In the case of Vendor:

Government Portfolio Advisors

Deanne Woodring

2188 SW Park Ave

Suite 100

Portland, OR 97205

Fax: 971-266-8825

daanne@gpafixedincome.com



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does not constitute deriving a work. "Derivative work" is not the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and

Standard Procurement Terms and Conditions City of Franklin, Tennessee

equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2018-0006)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
5/10/2018	Brown & Brown Northwest 2701 NW Vaughn St., Ste. 340 Portland, OR 97210	41848625	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	2/10/2019
				Workers Compensation and Employers' Liability	2/10/2019
				Employee Dishonesty	2/10/2019
				Professional Liability	2/10/2019
				Cyber	5/12/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210 www.bbnw.com	CONTACT NAME: Doneta McMuldren PHONE (A/C, No, Ext): 503-219-3239 E-MAIL ADDRESS: dmcmludren@bbnw.com FAX (A/C, No):														
INSURED Government Portfolio Advisors, LLC 2188 SW Park Pl, Suite 100 Portland OR 97205	INSURER(S) AFFORDING COVERAGE <table><tr><th>INSURER</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER D: National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER E: Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Casualty Company	20443	INSURER C: Philadelphia Indemnity Insurance Company	18058	INSURER D: National Fire Insurance Co of Hartford	20478	INSURER E: Beazley Insurance Company, Inc.	37540	INSURER F:	
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INSURER D: National Fire Insurance Co of Hartford	20478														
INSURER E: Beazley Insurance Company, Inc.	37540														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 41848625**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		6011214940	2/10/2018	2/10/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto Physical Damage			6011214940	2/10/2018	2/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dam Lmt \$75,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			5092244901	2/10/2018	2/10/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		6011214954 - OR 621648832 CA	2/10/2018 9/6/2017	2/10/2019 9/6/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$1,000,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			PHSD1319983	2/10/2018	2/10/2019	5M ea clm/5M agg 100K Ded Rtro Dt 2/10/14
E	Cyber (Info Sec. & Pvcy) Liability			V1884C140301	5/12/2018	5/12/2019	\$1M each clm/ 1M agg 2,500 Ded
C	Crime (Incl Empl Dishonesty)			PHSD1319983	2/10/2018	2/10/2019	5,000,000 Crime, 100K Ded/1,000,000 ERISA
B	Excess Crime Coverage			596429623	2/7/2018	2/7/2019	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured as provided by the policy terms, conditions and exclusions
General Liability coverage includes blanket additional insured coverage as required by written contract per form SB-146932-E, attached

CERTIFICATE HOLDER

City of Franklin
109 3rd Ave South
Franklin TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Doneta McMuldren

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A.** Under **B.** Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage" to any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, **Section B.:**

20020004060112149400005



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

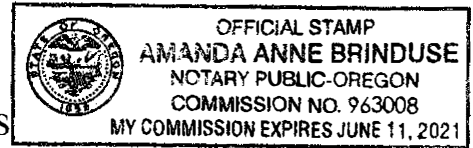
(City of Franklin Contract No. 2018-0006)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Oregon)
County of Multnomah) SS



On behalf of Bidder/Proposer, Deanne Woodring agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Government Portfolio Advisors,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

[Signature]
(signature of person whose printed name appears above)

President
(title of person whose printed name appears above)

Sworn and subscribed to before me this 14th day of December, 2017

[Signature]
(Notary Public)

My Commission Expires: June 11 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 011)
Form revised 12/12/2016

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2018-0006)

Attachment No. 5

INVESTMENT ADVISORY SERVICES AGREEMENT

INVESTMENT ADVISORY SERVICES AGREEMENT

(ATTACHMENT NO. 5 TO CITY OF FRANKLIN, TN CONTRACT NO. 2018-0006)

This Agreement for Investment Advisory Services (the “AGREEMENT”) is made by and between Government Portfolio Advisors, LLC, (referred to herein as “ADVISOR” or “GPA”), of Portland, Oregon and the City of Franklin, Tennessee (referred to herein as “THE CITY”).

Recitals:

WHEREAS, this AGREEMENT shall be effective upon its execution.

WHEREAS, THE CITY hereby appoints the ADVISOR and the ADVISOR hereby agrees to provide investment advisory services for THE CITY’s investment portfolio (hereinafter referred to as the “ACCOUNT”).

WHEREAS, THE CITY, by entering into this AGREEMENT, does not surrender ownership of the cash or securities in the ACCOUNT. The ADVISOR will not act as a custodian of assets in the account or have possession of any such assets.

SCOPE OF SERVICES – NON-DISCRETIONARY PORTFOLIO MANAGEMENT:

- A. Provide full-time, non-discretionary investment advisory services for the non-pension portion of THE CITY’s investment portfolio.
- B. Assist THE CITY in determining appropriate performance benchmarks.
- C. Be available in a timely manner, in person, by telephone, fax or e-mail for consultation or advice. Meet with and provide information to the Chief Financial officer, and other designated Finance staff as needed, including periodic reviews of and refinement to portfolio strategy and performance. At THE CITY’s option, provide occasional reporting to other senior management and/or elected and appointed officials.
- D. Comply with all federal and state laws and the ordinances, resolutions and policies of THE CITY.
- E. Provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of THE CITY’s Investment Policy and cash flow needs, taking into consideration the primary objective, the preservation of principal.
- F. Work with the Finance staff to assure coordination of investment trades, delivery of the securities and availability of funds. Assist with trade settlements. Obtain and document competitive prices for securities transactions. Provide technical and fundamental market research including yield curve analysis and swap analysis.
- G. Assist in the annual review and update of THE CITY’s Investment Policy. Assist in the review of investment management procedures and portfolio documentation, as well as, safekeeping and custodial procedures.
- H. Assist in the review of third-party safekeeping/custodial services.
- I. Perform due diligence reviews of current and proposed broker/dealers and financial institutions as described in the Investment Policy. Monitor the creditworthiness of the financial institutions with which THE CITY does business. Assist in keeping the authorized financial institution list updated. Monitor the creditworthiness of THE CITY’s depository and custodian bank and investments in the portfolio.

INVESTMENT ADVISORY SERVICES AGREEMENT

(ATTACHMENT NO. 5 TO CITY OF FRANKLIN, TN CONTRACT NO. 2018-0006)

- J. Monitor repurchase agreement documentation to maintain the necessary paperwork.
- K. Provide detailed reports of investment portfolio activity and performance at least monthly. Include earnings and accounting methodology. Reports shall follow Generally Accepted Accounting Principles (GAAP) for governmental entities and Governmental Accounting Standards Board (GASB) true-value reporting. Provide separate quarterly and annual portfolio performance reports based on THE CITY's fiscal year.
- L. Provide upcoming cash flows including maturities, coupons and called securities for a period of 45 days.
- M. Provide THE CITY with ongoing training and technical advice as needed.
- N. Provide periodic status reports on the services provided by the firm.
- O. Provide itemized quarterly invoices.

DESIGNATED AUTHORIZED PERSON(S): This AGREEMENT provides for the trading authorization for THE CITY. The persons authorized to affirm transactions recommended by the ADVISOR are:

Name & Title

Kristine Tallent, Assistant City Administrator / Chief Financial Officer

Mike Lowe, Comptroller

Signature

Kristine Tallent
Mike Lowe

NON-DISCRETIONARY SERVICES: THE ADVISOR will discuss overall strategy and investment structure with the client. Trade proposals will be sent to the designated authorized person for approval prior to execution of the transaction. Once the approval is provided to the ADVISOR, the trade will be transacted at the prevailing competitive prices at the time of trade.

INVESTMENT OBJECTIVES AND RESTRICTIONS: The ADVISOR's investment decisions or recommendations for the ACCOUNT will be in accordance with such investment policies and restrictions as THE CITY may establish for the ACCOUNT. All questions regarding any policies and restrictions will be addressed to the address and telephone number set forth in this agreement. It will be the responsibility of the Client to inform ADVISOR in writing of such policies and restrictions and of any changes therein, and to give the ADVISOR prompt written notice if Client deems any investment decisions or recommendations made for the ACCOUNT to be in violation of such policies or restrictions.

SAFEKEEPING: THE CITY acknowledges that it will assign a third party custodial bank, which will be a qualified custodian under Rule 206(4)-2 of the Investment Advisers Act of 1940. The designated custodian shall have the sole responsibility to settle any and all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income, and the acquisition and safekeeping of the assets, securities, funds and other properties comprising the Account. THE CITY will control all fund transfers in and out of the account. The ADVISOR will not hold or have custody or possession of any cash, securities or other properties of the Client or assets of the Account.

THE CITY agrees to promptly furnish, or to instruct the custodial bank to furnish, all data and information the ADVISOR may reasonably request to complete the setup and render services described in this Agreement.

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THE CITY acknowledges that it receives custodial statements at least quarterly from the custodial bank, indicating the total funds and each asset in the account at the end of the reporting period (which shall be no less frequently than quarterly) and sets forth all transactions of the Account during such period. Client acknowledges it has been advised to reconcile the report from the ADVISOR with the statement provided by the custodian bank and to notify the ADVISOR immediately if there are any discrepancies.

THE CITY shall instruct the custodian bank to carry out all transactions directed, in writing or electronically, by the ADVISOR.

THE CITY will provide ADVISOR prompt written notice in advance of engaging a new custodian bank in connection with the Account.

TERM: The term of this agreement shall commence February 4, 2018, shall be for three (3) years therefrom and may be extended for up to two (2) additional one-year periods. This agreement may be terminated for any reason by either party with or without cause, by giving the other party at least 30 days written notice. The agreement may not be assigned by either of the parties without the prior written consent of the other. The Agreement, together with the Procurement Agreement to which it is attached, constitutes the entire Agreement between the parties with respect to the matters contained herein and no modification of this Agreement shall be effective unless such modification is in writing and signed by the parties hereto.

FEES: In consideration of the services performed by ADVISOR, THE CITY agrees to pay the ADVISOR an annual investment advisory fee of \$48,000. The quarterly fee is \$12,000 and will be payable within 30 days of quarter end.

REPORTS: In order that THE CITY may be kept informed of the status and activities in the ACCOUNT the ADVISOR shall furnish monthly statements relating to the ACCOUNT. The statements the ADVISOR agrees to furnish to THE CITY will provide details of all transactions involving the ACCOUNT, a month end listing of investments held in the ACCOUNT, and a reporting on the performance of the ACCOUNT. Such statements will be furnished to THE CITY within ten (10) days after the close of each month and may be provided to the Client via secure online access. The ADVISOR does not assume any responsibility for the accuracy of the information provided by the Client.

PERFORMANCE RECORDS: The ADVISOR maintains composites of returns which are audited performance records that conform to the Global Investment Performance Standards (GIPS). THE CITY acknowledges that the advisor shall have the right to retain historical performance data from inception date to the termination date of THE CITY, during the term of this agreement and such period thereafter, that the ADVISOR continues to show performance. ADVISOR shall defend and indemnify and hold THE CITY harmless for any claims that arise or relate in any way, from ADVISOR's use of such information.

ADVISOR REPRESENTATION: The ADVISOR warrants that it is registered as an Investment Advisor under the Investment Advisers Act of 1940, and that the activities contemplated herein are to the best of its knowledge, in compliance with all laws and regulations applicable to it and governing investments, and that all necessary actions required to authorize such activities have, to the best of its knowledge, been taken.

SERVICES FOR OTHER CLIENTS: It is understood that the ADVISOR provides investment advisory services for other clients. It is further understood that the ADVISOR may take investment action on behalf of such other clients, which differs from the investment action taken on behalf of the ACCOUNT. If the purchase or sale of securities for the ACCOUNT and one or more such other clients is affected at or about the same time, such purchase or sale shall be allocated among the other clients in a manner deemed equitable by the ADVISOR.

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BEST EFFORT: The ADVISOR will at all times render the services called for in this Agreement in accordance with its best judgment. However, the ADVISOR does not imply or guarantee profits or freedom from loss in connection with its recommendations.

DUTY OF CARE: THE CITY understands that ADVISOR will open accounts on behalf of THE CITY with approved broker/dealers. Confirmations will be generated and sent to THE CITY and the ADVISOR. The ADVISOR agrees to review the approved broker/dealer list annually and allows for the addition and removal of any broker/dealer at the directive of THE CITY. All transactions will be executed on a competitive pricing basis. THE CITY will provide the ADVISOR all information and documentation necessary to establish and maintain the ACCOUNT which the ADVISOR may deem necessary and appropriate.

INSURANCE: The ADVISOR shall procure and maintain at its expense for the term of this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized for the services provided by this agreement.

VENUE: In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that any such action or proceeding shall be entered in the state of Tennessee.

NO GUARANTEE OF FUTURE PERFORMANCE: The ADVISOR does not guarantee future performance or any specific level of performance, and THE CITY understands that the market value of investments may fluctuate and at any point in time be worth more or less than the amount originally invested.

CONFIDENTIAL RELATIONSHIP: All information and advice furnished by either party to the other hereunder will be treated as confidential and may not be disclosed to third parties except as required by operation of law, as requested by a regulatory authority, or the legitimate business necessity of the disclosing party.

ANTI-MONEY LAUNDERING: THE CITY understands that the Advisor prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, in any type of money laundering activities or on behalf of terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") which is available at <http://www.treas.gov/ofac>. THE CITY represents, warrants and covenants that it is not, nor is any person or entity controlling, controlled by or under common control with it a "Prohibited Person" as identified by the OFAC.

DISCLOSURE STATEMENT: The ADVISOR represents that it has delivered to THE CITY, at least two business days prior to the execution of this Agreement, ADVISOR's current Form ADV Part 1, Part 2A and Part 2B, GIPS Annual Disclosure Presentation and the ADVISOR'S privacy policy. By signing this Agreement below, THE CITY hereby acknowledges its receipt of said documents at least two business days prior to its execution of this Agreement.

CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS; OTHER DISCLOSURES: The ADVISOR is required to provide annual or periodic disclosures to the CITY and must record and maintain records of its delivery. The CITY consents to the delivery of documents related to the investment advisory service described within this Agreement in an electronic manner, as described below:

Documents subject to this Consent to Electronic Delivery include the Form ADV Part 1, Part 2A, and Part 2B, account reports and reviews and other information about account activity, and any disclosure or notification that is required under applicable regulations, other regulatory communications, and

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Privacy Policy information.

The CITY agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to the ADVISOR by client, or via secure online access to such documents. ADVISOR may use electronic delivery to effectively deliver any or all documents related to the relationship between The CITY and ADVISOR. The CITY acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

The CITY will provide appropriate e-mail addresses for sending electronic information consistent with these terms of electronic delivery. The CITY will notify ADVISOR in writing if delivery should be made to any additional e-mail addresses or if delivery to any of the initially provide e-mail addresses should be discontinued. It is The CITY's responsibility to provide ADVISOR with updates regarding changes to any authorized email addresses. Should it come to the attention of the ADVISOR that the e-mail addresses provided are not functioning, all documents will be sent in paper form. The consent to electronic delivery is valid until such consent is revoked, in writing, to the ADVISOR by the CITY. Occasional requests for paper documents does not trigger revocation of this consent.

MISCELLANEOUS: This Agreement may not be assigned by either of the parties without the prior written consent of the other. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and no modification of this Agreement shall be effective unless such modification is in writing and signed by the parties hereto.

This Agreement shall be governed by the laws of the State of Tennessee, and furthermore by the Investment Advisers Act of 1940 and the rules and regulations promulgated by the Securities and Exchange Commission under said act.

Notices and reports as called for herein shall be mailed, in the care of:

ACCOUNT:

City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064
Phone: (615) 791-1457

Kristine Tallent
Assistant City Administrator / Chief
Financial Officer

ADVISOR:

Government Portfolio Advisors
2188 SW Park Place, Suite 100
Portland, OR 97205
Phone: (503) 248-9973

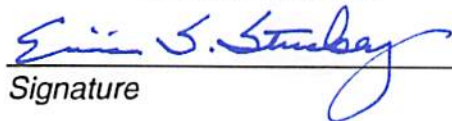
Deanne Woodring, CFA
President

INVESTMENT ADVISORY SERVICES AGREEMENT

(ATTACHMENT NO. 5 TO CITY OF FRANKLIN, TN CONTRACT NO. 2018-0006)

AGREED TO AND ACCEPTED:

CITY OF FRANKLIN, TENNESSEE



Signature

Eric S. Stuckey

Printed or Typed Name

City Administrator

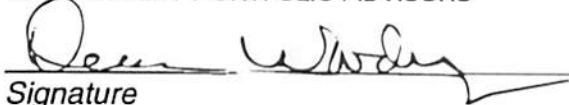
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6-21-18

Date

AGREED TO AND ACCEPTED:

GOVERNMENT PORTFOLIO ADVISORS



Signature

Deanne Woodring

Printed or Typed Name

President

Title

6/18/18

Date