

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No.2018-0001)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and PFM Financial Advisors LLC ("MUNICIPAL ADVISOR"), who mutually agree as follows:

1. CITY issued (a) on November 11, 2017 Purchasing Office Solicitation No. 2018-006, a request for qualifications for Municipal Advisor financial advisory services, and (b) on December 8, 2017 Addendum No. 1 to Purchasing Office Solicitation No. 2018-006 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, MUNICIPAL ADVISOR submitted a statement of qualifications dated December 6, 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. MUNICIPAL ADVISOR and CITY have, subsequent to SUBMITTAL, negotiated mutually acceptable revisions to CITY's Standard Procurement Terms and Conditions ("CITY'S TERMS"), a copy of which, with MUNICIPAL ADVISOR's contact information inserted, is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. MUNICIPAL ADVISOR has now also submitted Certificates of Insurance ("CERTIFICATES OF INSURANCE"), copies of which are 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 CERTIFICATES OF INSURANCE referenced above expires before the expiration of the specified term of award, pursuant to this AGREEMENT, including any exercised extensions thereto, then MUNICIPAL 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 CERTIFICATES OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, pursuant to this AGREEMENT, including any exercised extensions thereto, then MUNICIPAL ADVISOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within thirty (30) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. MUNICIPAL ADVISOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

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8. MUNICIPAL ADVISOR and CITY have, subsequent to SUBMITTAL, negotiated mutually acceptable revisions to CITY's Indemnification Agreement ("INDEMNIFICATION AGREEMENT"), a copy of which, executed for MUNICIPAL ADVISOR, is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY and MUNICIPAL ADVISOR have, subsequent to SUBMITTAL, negotiated a mutually acceptable scope of services and compensation for services to be rendered pursuant to SOLICITATION and SUBMITTAL all as memorialized in an Agreement for Financial Advisory Services ("AGREEMENT FOR FINANCIAL ADVISORY SERVICES"), which document also includes regulatory requirements of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. MUNICIPAL ADVISOR's disclosure statement ("PFM'S DISCLOSURE STATEMENT") is attached hereto as Attachment No. 6 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on February 27, 2018 to MUNICIPAL ADVISOR the purchase of Municipal Advisor financial advisory services pursuant to SOLICITATION, SUBMITTAL and AGREEMENT FOR FINANCIAL ADVISORY SERVICES.
12. The term of award shall commence effective February 27, 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 MUNICIPAL 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 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 may be re-negotiated for each such extension; and (d) that if MUNICIPAL 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 MUNICIPAL ADVISOR each specifically retain the non-exclusive right, with or without cause, not to exercise an option to extend the term of award.
13. 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) AGREEMENT FOR FINANCIAL ADVISORY SERVICES; (e) PFM'S DISCLOSURE STATEMENT; (f) SOLICITATION; and (g) SUBMITTAL.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No.2018-0001)

EXECUTED THIS 8 DAY OF April 2019.

For MUNICIPAL ADVISOR:

Lauren J. Lowe
(signature of MUNICIPAL ADVISOR's authorized representative)

TITLE: Managing Director

For CITY:

Eric S. Stuckey
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Tiffani M. Pope
Tiffani M. Pope, Staff Attorney

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No.2018-0001)

Attachment No. 1

Excerpts from SUBMITTAL

City of Franklin

Qualifications for Municipal Advisor Financial Advisory Services

Solicitation # 2018-006

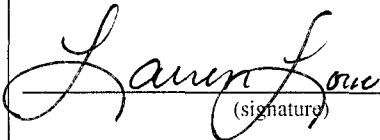
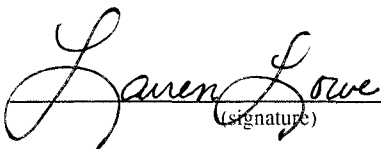
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- b. Statement of Qualifications
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- g. City of Franklin Affidavit of Non-Collusion
- h. City of Franklin Affidavit of Title VI Compliance
- i. Indemnification Agreement

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2018-006

Respondent's name, street address, and mailing address (if different):	<u>PFM Financial Advisors LLC</u> <u>530 Oak Court Drive, Suite 160</u> <u>Memphis, TN 38117</u>
Respondent's contact person's name (printed), title, telephone number and e-mail address:	<u>Lauren Lowe, Managing Director</u> <u>T: (901) 682-8356</u> <u>F: (901) 682-8386</u> <u>E: lowel@pfm.com</u>
Does the respondent take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent 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 checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent 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 respondent?	<input type="checkbox"/> Yes. <input checked="" type="checkbox"/> No, respondent requests the following payment terms: <u>Upon Receipt</u> .
Last date (no sooner than March 31, 2018) that submittal is valid and may be accepted by the City:	<u>December 31, 2018</u>
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 respondent prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2018-006

Respondent's name:	<u>PFM Financial Advisors LLC</u>
Are the following included with this Response Submittal Form in the submittal? <ul style="list-style-type: none"> Detailed respondent-supplied statement of qualifications responsive to Request for Qualifications; Identification, listing and description of any exceptions to the procurement solicitation; Contact information for required references (see Request for Qualifications); Standard Procurement Terms and Conditions of the City of Franklin, with the respondent's contact information inserted; Respondent's terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions (note that initial responses to this procurement solicitation are not to include a proposed scope of services, and are not to indicate a proposed fee for services to be rendered); Affidavit of Non-Collusion, executed in full; and Affidavit of Title VI Compliance, executed in full. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, respondent chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent 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 checked="" type="checkbox"/> No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response 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 response submitted herewith.	 (signature)
Title of respondent's authorized representative:	<u>Managing Director/Partner</u>
Date of signatures:	<u>December 6, 2017 12/6/2017</u>

City of Franklin

Qualifications for Municipal Advisor Financial Advisory Services

Solicitation # 2018-006

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ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management, Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modeling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM's services or entities, please visit www.pfm.com.



December 8, 2017

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

RE: Request for Qualifications for Municipal Advisor Financial Advisory Services,
Solicitation No. 2018-006

pfm

530 Oak Court Drive
Suite 160
Memphis, TN 38117

pfm.com

Dear Sir/Madam:

PFM's financial advisory business is pleased to submit our qualifications for Municipal Advisor Financial Advisory Services. We pride ourselves on our commitment to the City of Franklin ("Franklin" or "the City"), having served as your financial advisor since 2009. We are excited to submit this response because we are committed to continuing to serve the City.

Our proposal provides a comprehensive look at how we can assist the City in accomplishing its objectives and the factors that differentiate us from other financial advisors who may propose to serve the City. These factors are summarized below.

Professional Qualifications and Range of Services

We have by far the largest staff and most extensive resources of any financial advisory firm. Our professionals offer the City unsurpassed experience in many different specialty areas, including city governments, and a cross-section of financial, industry and regional expertise needed to craft customized solutions to your challenges. To best meet the City's needs, our team will be led by Lauren Lowe. Lauren has provided technical and analytical support for a variety of clients in the mid-south including state, county, city, and enterprise activity clients. Over the years, PFM has expanded its services to meet the needs of our clients which includes swap advisory, arbitrage rebate, investment advisory, management and budgeting consulting, public-private partnership ("P3") consulting among others through our affiliates.

Regional Proximity and National Resources

PFM has been committed to Tennessee and its governments since opening a Memphis, Tennessee office in 1985. Our team members are based in Memphis. This proximity gives us insight into the opportunities and challenges that face our communities. However, we have national resources, including the technical capability to independently develop or analyze the different financing alternatives that the City should consider and to efficiently implement a cost-effective approach. Our resources and analytic capacity are on par with any investment bank and exceed those of any other financial advisory group. The City can be assured that it has access to our full



array of proprietary models, databases and software tools in evaluating all financial alternatives and financial products.

Independence

PFM's financial advisory business has built its mission and reputation on a core business to provide superior, independent financial advice to state and local governments. While recently enacted federal rules and regulations seek to mitigate the conflicts that arise when firms represent both buyers and sellers of municipal securities, conflicts of interest within those firms are inevitable. We are proud to attest that we have always been a fiduciary only to our public sector clients. The City can be assured that our recommendations will be in the best interest of the City.

We appreciate this opportunity to provide our qualifications and to demonstrate our eagerness to continue to serve as the City's financial advisor. We are optimistic that the City will recognize that our robust experience, deep bench of expert professionals, and commitment to provide the City the highest level of service distinguishes our team as your preferred advisor.

Sincerely,

Lauren Lowe
Managing Director
PFM Financial Advisors LLC

Nick Yatsula
Senior Analyst
PFM Financial Advisors LLC



b. Statement of Qualifications

A. Experience and Qualifications

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.

PFM Financial Advisors LLC is a privately held limited liability company. PFM's financial advisory business was founded in 1975 on the principle of providing sound independent and fiduciary financial advice to public entities. Through our long-standing tradition, we have become the nation's leading provider of independent financial advisory services to states, school districts, local municipalities, airports, higher education institutions, healthcare institutions, and not-for-profit corporations by number and dollar value of transactions (Source: Thomson Reuters, as of December 31, 2016). We have always placed a high value on providing advice that is free of conflicts and delivered by professionals with expertise in their respective fields.



2. Describe the firm's experience, expertise, and capabilities with respect to local government clients.

We are uniquely qualified to serve as the Financial Advisor to the City based upon the diversity, skills, and knowledge that the firm, the depth and level of experience that we have with other cities and their agencies, and as further evidenced by our consistent national ranking from Thomson Reuters as the leading financial advisor. PFM's financial advisory business has advised on 1,728 series of bonds for city or city-affiliated clients across the nation for a total of approximately \$80 billion in par since 2012.¹

In considering factors that may be important to the City, we have also provided our experience serving triple-A issuers and City or city-affiliated issuers with bond offerings of \$15-\$25 million, similar to the size of the City of Franklin.¹

	Triple-A Issuers (2012 to Present)	City Issuers offering \$15 – \$25 million in par (2012 to Present)
Number of Series	124	165
Total Par Amount of Debt	\$74 billion	\$3 billion

¹ Source: Ibis an internal PFM database, as of December 1, 2017.



As a firm, we pride ourselves on finding optimal solutions to meeting the challenges of our clients, and as a national firm, we are able to offer the City the broadest breadth of experience and market expertise. Most financial advisors define their services as they relate to specific issuances of debt. We, on the other hand, define our services as they relate to the formation and management of capital assets. As such, our value extends beyond transaction management and provides the City a partnership and resource for continued strategic financial planning. As an independent financial advisor, we do not have a vested interest in debt issuances only; our primary concern is crafting a unique approach to the specific challenges facing our clients.

3. **Identify key personnel that would be assigned to this project, including each member's education, certifications, experience, and qualifications. Indicate the degree of availability of each identified individual for this project/client**

We include resumes of our key professionals in Appendix A. Brief biographies of our key personnel are included below. Swap advisory, arbitrage rebate, and financial modeling services are provided by our affiliates, PFM Swap Advisors LLC, PFM Asset Management LLC, and PFM Solutions LLC, respectively, and are pursuant to separate agreements and separate fees.

Engagement Team

Team Member/Title	Role with the City	Brief Resume
Lauren Lowe <i>Managing Director</i>	Engagement Manager	13 Years with PFM 13 Years of Experience Lauren is PFM's relationship manager within the State of Tennessee. She serves as the primary project manager to most of PFM's Tennessee clients. Lauren also provides technical and analytical support for a variety of clients within PFM including states, counties, cities, utility systems, and airport authorities. She is responsible for developing and maintaining complex cash flow models and capital improvement plans. Lauren is active in Tennessee Government Finance Officers Association and the Tennessee City Managers Association. She is a registered Municipal Advisor Representative (Series 50).
Nick Yatsula <i>Senior Analyst</i>	Project Manager	3 Years with PFM 13 Years of Experience Nick provides technical and quantitative support for many local governments across the State of Tennessee, including Chattanooga, Collierville, Franklin, Germantown, Johnson City, Knox County, Coffee County, and Montgomery County. His experience includes structuring, sizing, and pricing new money and refunding municipal bond issues. He also assesses municipal issuers' outstanding debt and



		<p>performs analyses of refunding opportunities, cash flow modeling, and debt capacity analysis. Nick also supports PFM's state revolving fund clients, including Massachusetts Clean Water Trust and Kentucky Infrastructure Authority. Prior to joining PFM, he spent 10 years providing arbitrage rebate compliance services to issuers of municipal bonds. Nick is a qualified Municipal Advisor Representative (Series 50). Nick is active in Tennessee Government Finance Officers Association and the Tennessee City Managers Association.</p>
<p>Kyle Wright</p> <p><i>Senior Managing Consultant</i></p>	<p>Project Support</p>	<p>6 Years with PFM 6 Years of Experience</p> <p>Kyle is a senior managing consultant in the Memphis, Tennessee office, where he primarily provides technical and quantitative support for the general municipal, higher education, public power, and water and sewer client areas. His expertise includes providing technical, analytical, and quantitative support by structuring, sizing, and pricing new money and refunding municipal bond issues; assessing municipal issuers' outstanding debt; and performing analyses of refunding opportunities. Kyle is active in Tennessee Government Finance Officers Association. He is a registered Municipal Advisor Representative (Series 50).</p>
<p>Ricardo Callender</p> <p><i>Senior Managing Consultant</i></p>	<p>Project Support</p>	<p>4 Years with PFM 4 Years of Experience</p> <p>Ricardo joined PFM in 2013 and is staffed in the Memphis, Tennessee office. His work involves providing technical and quantitative support, as well as leading bond financing transactions for various clients. His present duties include structuring, sizing and pricing new money and refunding municipal bond issues. Other duties include assessing municipal issuer's outstanding debt, performing analysis of refunding opportunities, cash flow modeling and debt capacity analysis, among other duties. His experience includes taxable and tax-exempt financings for municipalities, airports, higher education, public utilities and public school systems. Other unique experience includes convention center, sports authority P3 projects. Ricardo is active with the Government Finance Officers Association of Alabama. He is a registered Municipal Advisor Representative (Series 50).</p>



Micah Wasserman <i>Analyst</i>	Project Support	2 Years with PFM 2 Years of Experience <p>Micah's work involves providing quantitative support for local government, public power, and transportation clients. His present duties include structuring, sizing, and pricing new money and refunding municipal bond issues. Other duties include assessing municipal issuers' outstanding debt, performing analyses of refunding opportunities, and credit research and analysis. He is a registered Municipal Advisor Representative (Series 50).</p>
Daniel Kozloff <i>Managing Director</i>	Quantitative Strategies Group	18 Years with PFM 18 Years of Experience <p>Dan is a managing director in PFM's Philadelphia office and manager of the Quantitative Strategies Group, a dedicated group of professionals who provide primary technical, new product, transactional and modeling expertise for PFM's clients and develops proprietary analytical tools used throughout PFM's various business practices. He is a registered Municipal Advisor Representative (Series 50).</p>
Michael "Todd" Fraizer, CFA <i>Managing Director</i>	Pricing Support	11 Years with PFM 13 Years of Experience <p>Todd is a managing director in the firm's Charlotte, North Carolina office. He leads PFM's Pricing Group, which provides pricing resources and negotiation support for PFM's clients nationwide. Todd has assisted in pricing more than 1,000 transactions totaling more than \$350 billion of municipal bonds for PFM issuer clients.</p> <p>Todd is a Chartered Financial Analyst, is a member of the CFA Institute and the Charlotte Society of Financial Analysts. He is a registered Municipal Advisor Representative (Series 50).</p>



Swap Advisory Services

Jeffrey Pearsall <i>Managing Director</i>	Swap Advisory	18 Years with PFM 30 Years of Experience Jeff heads PFM's swap advisory practice, PFM Swap Advisors LLC, which specializes in the application of derivatives to debt and energy commodities. He has extensive experience advising clients in the areas of hedging and risk management, having worked for more than eight years in New York on the swaps trading desks of Security Pacific Bank and Bank of America. During that time, Jeff was involved in the structuring of numerous complex interest rate, currency and debt-linked transactions. He is a registered Municipal Advisor Representative (Series 50).
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Alternative Finance

Elise "Lisa" Daniel <i>Managing Director</i>	Environmental Finance Group	17 Years with PFM 26 Years of Experience Lisa joined PFM in 1999 and serves as the primary project manager for many state revolving funds across the country. To further support these programs, she has supervised the development of customized transaction management models, including those designed to assess program capacity, measure default tolerance levels and design optimal capital financing structures. Her vast knowledge of program intricacies and the specific regulations governing tax exempt financings evolved from nine years spent with Ernst & Young's bond verification and arbitrage rebate practices. Lisa also serves as the Co-Director of PFM's Environmental Finance Group and is engaged in the development of PACE programs, renewable energy financings and ESCOs. She has been appointed to the Environmental Finance Advisory Board to the EPA where she is currently involved in several workgroups developing policy advice, particularly related to water infrastructure and green infrastructure and P3s for water infrastructure. She serves on the Board of Directors and the Finance Committee of the Council of Infrastructure Financing Authorities and recently participated with CGI America to explore and develop solutions to address the Country's aging infrastructure needs. She is a registered Municipal Advisor Representative (Series 50).
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Tom Morsch <i>Managing Director</i>	Public-Private Partnerships	6 Years with PFM 38 Years of Experience <p>Tom is a managing director and co-head of PFM's Public-Private Partnership practice. He has more than 30 years of infrastructure, project finance, and P3 transaction experience. His background includes advising the public sector across a number of asset classes on innovative project delivery and capital market solutions. In addition to his sell-side experience, he has experience as a buy-side advisor for investors and other participants in the P3 industry.</p> <p>Tom brings a wealth of U.S. and international P3 advisory experience, as well as experience in structuring transactions for municipal and state governments, transportation entities, higher education institutions, and owners of utilities and energy facilities. He has led numerous P3 advisory assignments with a focus on P3 project feasibility, valuation, deal structuring, procurement alternatives, stakeholder management, transaction execution, and contract negotiations. He was an active participant in the Chicago Skyway monetization, one of the first significant P3s in the U.S., and also has served as an expert witness for the public sector in P3 contract disputes.</p>
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Arbitrage Rebate (Asset Management Services)

Michael Steinbrook <i>Director</i>	Arbitrage Rebate	13 Years with PFM 13 Years of Experience <p>Mike joined the PFM Arbitrage & Tax Compliance Group in 2004 as an analyst in the Harrisburg, Pennsylvania office and was promoted to director in 2014. Mike's primary duties include performing arbitrage rebate calculations, yield restriction compliance analysis, spending exception analysis, cash flow analysis, transferred proceeds calculations, commingled funds analysis, variable-rate yield computations, liability optimization strategies, and other arbitrage related services. He also assists issuers in the development and implementation of investment strategies for tax-exempt bond proceeds.</p>
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PFM Solutions

Brandon Rosenbluth <i>Senior Managing Consultant</i>	Financial Modeling/ Whitebirch	7 Years with PFM 7 Years of Experience Brandon Rosenbluth works in PFM's Financial Modeling practice. Brandon leads the Client Service group responsible for both the implementation and on-going success of all Whitebirch clients. In this role, he oversees the development, training, configuration and support of all users of both the Professional and On Demand products. Prior to this role, Brandon led Whitebirch's higher education practice; focusing on Professional implementations and developing the On Demand product. He also has experience in PFM's strategic forecasting group, helping clients analyze the financial ramifications of various operating and capital initiatives and help communicate those results to key stakeholders at the organization.
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4. Identify the number of additional projects/clients which will be managed by key personnel during the timeframe of the Franklin term of award.

Lauren Lowe and Nick Yatsula will serve as the City's key personnel. However, the City will have access to all of the other professionals in our Memphis office and across the country. Lauren is the Engagement Manager for approximately 16 clients. Of these clients, Nick Yatsula serves as Project Manager to approximately 7 of these. Nick also provides project support to approximately 2 other clients.

5. Identify how long the organization has been providing the services being anticipated by Franklin's Request for Qualifications.

PFM began providing financial advisory services to state, regional, and local governments in 1975.

6. Describe the firm's past success at services being anticipated by Franklin's Request for Qualifications for similar projects/clients.

Debt Management

CASE STUDY: STATE OF TENNESSEE (Aaa/AAA/AAA)

We have served as financial advisor to the State of Tennessee ("State") for eighteen years. As the State's advisor, we support the structuring and issuance of all general obligation debt issued by the Tennessee State Funding Board as well as higher educational bonds issued through the Tennessee State School Bond Authority ("TSSBA"). The successful partnership with the State has included all aspects of capital planning that have resulted in the issuance of 35 general obligation bond series with a par amount of over \$4.5 billion and 34 higher education bond series with a par amount of over \$3.2 billion. We understand the needs of sophisticated issuers, like the State, and have provided the following services to specific to debt management:



Triple A Rating Analysis

We believe that a rating strategy should start with a thoughtful and careful analysis of the information and data that drives each rating agency's considerations. We consider each rating agency's published criteria to anticipate rating agency questions and critiques, and to assist issuers in developing responses. This knowledge and effort enables us to fully prepare our clients with well-developed defensible positions.

With this in mind, PFM's financial advisory professionals assessed where Tennessee ranks in relation to other AAA and AA+ S&P rated States based on certain S&P metrics. PFM provided a visual display indicating Tennessee's position, on a sliding scale, in relation to other AAA and AA+ States. This analysis and depiction demonstrated Tennessee ranking very favorably compared to its peers in several of the metrics, especially in the Debt category. The analysis clearly identified the areas that were improving (population growth) as well as areas that were less counterintuitive in comparison (unemployment rate and the resulting scores).

Project Amortization

All public higher education projects are funded through TSSBA for The University of Tennessee System and the Tennessee Board of Regents. The University of Tennessee System and the Tennessee Board of Regents consist of 7 universities, 13 community colleges, and 27 state technology centers. We understand the needs for each project are unique and structures long-term bonds based on the needs of the system, campus and project. We provide TSSBA with individual project schedules for each new money bond issue as well as individual refunding project schedules if a refinancing is accomplished. In September 2017, PFM's financial advisory team advised TSSBA on a large refinancing which saved TSSBA 11.53% or \$21.5 million on a present value basis and included over 55 projects.

Refunding Analysis

We regularly monitor the debt of the State for any refunding opportunities that may emerge. The State has historically issued refunding bonds as separate series, but these series are often multipurpose allocable and require complex tax analysis and allocations.

In 2015, the State was considering various series of bonds as refunding candidates. Working with Bond Counsel, we identified which series of bonds were consider multipurpose allocable and created allocations that allowed for the maximum refunded par of each maturity resulting in the greatest amount of savings available to the State of 8.56% or \$8.9 million.

Additionally, due to a thorough understanding of the debt of the State and meticulous analysis of the refunding series we were able to refute the preliminary analysis of the tax status of the bonds and to satisfy the IRS requirements, ensuring that the refunded bonds were able to be refunded in full. It is estimated that an allocation would have allowed only 25% of the series to be refunded, which would have significantly impacted the savings associated with the 2015 issuance.



Debt Capacity

The TSSBA security is the intercept of appropriations to the respective universities and colleges. We developed an excel model to provide TSSBA with the necessary tool to evaluate the impact of future projects compared to the coverage provided by the respective appropriations. The model allows for a variety of inputs and scenarios to be manipulated (including issue, interest, and principal dates, par amount, amortization, number of projects, and tax status). The model has been used to assess the impact of future projects compared to the timing of appropriations.

Post Issuance Compliance Procedures

In 2014, PFM's asset management business advised the State and its bond programs through the development of a Post-Issuance Compliance Procedures Manual. The approach was unique to the needs of the State and reflected the practical nature of their bond programs while implementing best practices. The procedures addressed among other things, responsibilities, training, tax compliance, record retention and continuing disclosure requirements.²

Financial Modeling — Multi-Year Projections

Cities and other public entities plan for the future while addressing current needs. We recognize this challenge, and realize that financial modeling can be a valuable tool in decision-making. Financial models may allow clients to better understand their financial futures. As such, pursuant to separate agreement and consultation our affiliate, PFM Solutions LLC, may provide our clients with financial modeling solutions.

WHITEBIRCH

Whitebitch is a flexible financial modeling platform designed to produce dynamic, multi-year financial projections to facilitate strategic planning. Users can customize logic and establish relationships among an unlimited number of independent variables. Its patented architecture permits users to easily consider alternative portfolios of operating and capital assumptions, and its browser-based functionality allows for distributed use and multi-dimensional reporting.

Whitebitch's capabilities go far beyond spreadsheets. There are significant limitations to spreadsheets, especially when applied to time-series financial modeling and actionable analyses. Whitebitch overcomes these limitations to help decision-makers develop comprehensive financial strategies for their organizations.

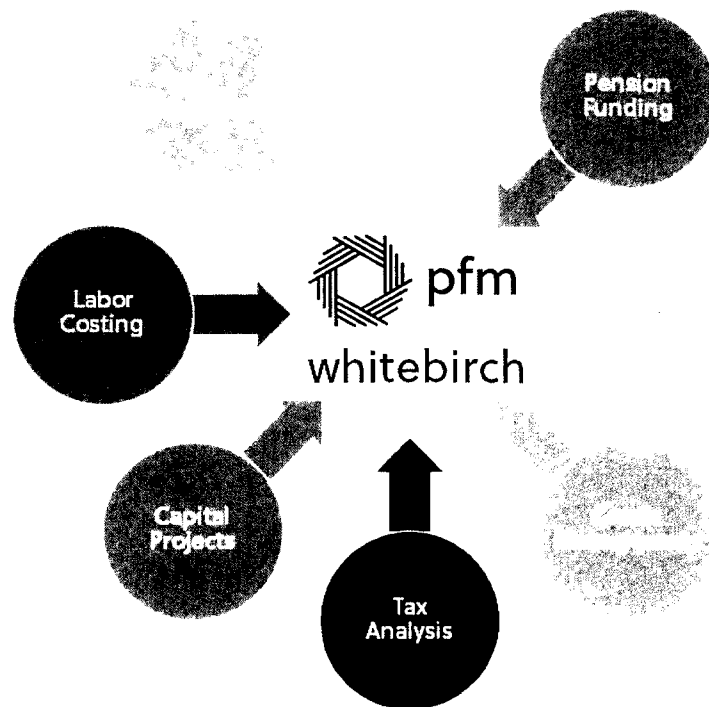
The architecture behind Whitebitch provides users flexibility in designing and building their institution's unique financial and organizational logic. However, unlike spreadsheets, Whitebitch permits users to layer alternative versions of both variables and formulae, and choose the version applicable to a given scenario. Spreadsheets are limited to one data point or one formula per cell, requiring users to either

² Services provided by PFM Asset Management LLC are pursuant to separate agreement and separate fees.



save alternative assumption sets, save alternative model versions, and/or utilize complicated formulae and functions to conduct sensitivity analysis.

Whitebirch is designed to produce longer-term strategic projections. Analysis is conducted at a higher level to eliminate false precision. Traditionally, budgeting software answers a particular set of short-term questions that require a very detailed analysis, often on an object-code and fund-by-fund basis. Forecasting is often an extension of this detailed analysis, a roll-up of a simple projection of the detailed budget. By virtue of the detail inherent in such analysis, consideration of change variables and alternative scenarios of initiatives and projects is difficult and time-consuming. In contrast, Whitebirch focuses analysis on alternative scenarios of operating and capital initiatives, with varying costs, timing, and funding sources, thereby creating a mission-level decision-making tool.



We encourage the City, should it desire to learn more about Whitebirch services, to visit the following links for additional information:

- <https://www.whitebirchsoftware.com/>
- <https://www.whitebirchsoftware.com/press-release/pfm-announces-launch-new-website>

Bond Sale Services

CASE STUDY: CITY OF GERMANTOWN, TN (Aaa/AAA/-)

PFM's financial advisory team has served as the City of Germantown's (the "City") financial advisor since 1985. This relationship has grown through the years as the needs and characteristics of the City have evolved. The City has been increasingly focused on funding its recently created Germantown Municipal School District ("GMSD"). GMSD has become a pillar of pride in the community as its member schools continually perform at high levels. We advised the City on its recent Series 2017 Bonds, the largest bond issue in the City's history, to finance the construction of a new elementary school.



Plan of Finance

Due to an increasing student population, GMSD had identified the need to construct a new elementary school. The project consisted of building a new elementary school for an estimated cost of \$27 million, with an additional \$5.8 million need for road improvements in the area. Planning for the Series 2017 bonds began in January 2017 with an analysis of the City's debt capacity. Given that the estimated amount of the Series 2017 would come close to doubling the outstanding debt of the City, we analyzed the impact of the increased debt with regards to City's debt management policy metrics. The City and its stakeholders were very focused on whether the increase in debt would affect their triple A rating. PFM's financial advisors presented the results of the debt capacity analysis to the Germantown Financial Advisory Commission in February 2017. A follow up presentation was made to the Financial Advisory Commission in late March 2017 to include what-if scenarios utilizing PFM's financial advisory credit scorecard calculators. We also evaluated the City's outstanding debt for any possible refunding opportunities.

Financing Schedule

We proceeded with drafting a financing schedule to meet the funding needs of the City and GMSD. PFM's financial advisory team and the City agreed that pricing in mid-September with closing in late September worked best. After discussions with the City, it was decided that we would coordinate site visits with both S&P and Moody's. Our team worked with the City to develop an agenda that was focused on showcasing recent economic developments, realizing that questions regarding financial data could be discussed via email or on a conference call. Both site visits were scheduled well in advance of the anticipated pricing date to allow ample time to receive rating reports.

Financing Documents

We provided assistance to bond counsel in preparing initial and authorizing resolutions. PFM's financial advisory team members were also present at the Board of Mayor and Aldermen ("BOMA") readings of both resolutions and answered questions regarding the bond sale process, ratings and general market conditions. We coordinated the word processing of the Preliminary Official Statement with data provided by bond counsel and the City staff and also prepared the Notice of Sale with input from the City on bidding parameters, specifically minimum coupons after the call date. Regarding the minimum coupons parameter, PFM's financial advisory team prepared an analysis comparing different coupon scenarios after the call date to determine which coupon structure best met the needs of the City.

Marketing Strategy

Based on the financing schedule, the Series 2017 Bonds were set to price on September 11, 2017, in order to comply with the City's process of having the BOMA approve bond sales at regularly scheduled meetings. Given this timeframe, we ensured that the Notice of Sale and Preliminary Official Statement were disseminated on September 1, 2017 to allow investors plenty of time to review both documents. We



then made marketing calls to its list of over 30 underwriters before the sale to confirm that the underwriters were aware of the sale and to answer any questions or provide any required documents.

Pre- and Post-Pricing Process

PFM's Pricing Group provided a scale for the estimated sale which helped shape analysis and assumptions of estimated sale results. We used its internally developed bid-verification model to verify all bids. After bids were confirmed, we worked with the winning bidder to restructure the bonds as needed. PFM's Pricing Group was able to provide a detailed summary of the pricing, as well as summaries of pricing for comparable transactions. The City's pricing results and the comparable transactions were included in PFM's Financial Advisor Memorandum, which summarized the transaction and included our recommendation of the sale of the Series 2017 Bonds. We assisted with closing of the Series 2017 bonds by helping finalize documents, and preparing a closing memo detailing the wiring instructions.

Education/Research Services

We believe that it is important to keep our clients up to date on relevant market information and education. We offer clients full-time access to PFM's Municipal Advisory Research Group, which maintains an extensive library of industry publications and reports as well as online news resources such as Factiva, Bond Buyer and Thomson Municipal News. In addition to our in-house technical resources, we make use of nationally recognized timesharing networks, database management systems, and market information repositories including those of: Bloomberg, Thomson-Reuters (Securities Data Corporation), Thomson Financial and Municipal Market Data, MuniStatements, Factiva, eMAXX, rating agency databases, and Municipal Market Advisors. PFM's Municipal Advisory Research Group maintains access to the rating agency databases (Moody's, S&P, Fitch) which allows us to retrieve information such as credit/special/criteria reports, municipal financial ratio analysis ("MFRA") and press releases. All of these resources allow us to also track municipal new issue pricings, access market interest rate scales, search for credit reports, and track secondary market trading activity and holders of bonds.

PFM's Quantitative Strategies Group ("QSG") is comprised of dedicated professionals whose mission is to develop proactive strategies and tools for all of PFM's business practices. Through the use of advanced financial analysis and commercial and proprietary software, QSG develops customized solutions to meet the individual quantitative needs of all of our clients. Our extensive quantitative capabilities allow us to provide services which address the full scope of strategic and operational considerations, ranging from capital financing strategies, to strategic planning and budgeting, to investment management strategies. Our Financial Risk Management, Structural Optimization, Refunding Efficiency, Forward Pricing, Other Post-Employee Benefits, and Budget Projection Models, to name a few, assist us in achieving these objectives.

Both QSG and the Municipal Advisory Research Group regularly publish whitepapers. PFM's "Issuer Insight" is a series of short educational articles on topics of interest to our clients. We also publish more time-sensitive special reports around such current market topics as social impact bonds, new GASB regulations and more recently the Tax Cuts and Jobs Act.



CASE STUDY – IRS ISSUE PRICE CHANGE

As the City is aware, in December 2016, the IRS issued new regulations which changed the Issue Price for tax-exempt municipal bonds. These new regulations became effective for bonds sold after June 7, 2017. The new definition of Issue Price contains three rules: actual sale, hold the offering price and competitive sale. Issuers have the ability to choose which rule is applied when issuing bonds. In order to help our clients navigate through this change, we hosted a series of webinars for all clients detailing the changes to the Issue Price Rule, as well as potential market impacts, effects on arbitrage rebate and necessary changes to transaction documents. A total of four webinars were held and were hosted by Dan Kozloff, Managing Director of PFM's Quantitative Strategies Group and included the following panelists: Kimberly Betterton, Partner at Ballard Spahr LLP; Leo Karwejna, Chief Compliance Officer for PFM; and Todd Fraizer, Managing Director of PFM's Pricing Group. The City was the first issuer in Tennessee to sell bonds under the new Issue Price Rules. We relied heavily on the expertise of its Quantitative Strategies Group and Pricing Group to base its recommendation to the City regarding the approach to the new Issue Price Rules. A copy of the presentation that was covered during the webinars is attached as Appendix B.

Alternative Financing

CASE STUDY- CITY OF HUNTSVILLE, AL / HUNTSVILLE UTILITIES BROADBAND INFRASTRUCTURE

The City of Huntsville and Huntsville Utilities (City-owned utility, "HU") recently completed a transforming P3 with Google Fiber. Currently HU is funding the capital investment to provide a fiber optic network throughout its service area. This network significantly enhances HU's communications while also providing the service area with Gigabit Internet. After an unsuccessful request for proposals from fiber network providers, the City and HU began evaluating structures on how to bring "smart infrastructure" to the City. As a result, the Huntsville model was fashioned around several baseline premises, primarily the desire to avoid enterprise/operating risk of a telecom business. The Huntsville model is an excellent example of a P3. While Google Fiber is the anchor tenant and has entered into a 20 year lease with HU, remaining capacity may be leased to other operators. The benefits of the Utility Lease model included:

- Meets internal operational needs of the City and HU
- Excess capacity can be leased to other providers
- Promotes competition
- Reduced financial risks

PFM, as the financial advisor to the City and HU, participated in the negotiations with Google Fiber and the review of the financial forecasts. We also assisted HU in swapping out capital projects in order to cash flow the fiber infrastructure to avoid taxable debt. The use of a P3 and lease arrangement resulted in protecting the City and HU from the operating risk of the telecom business, while providing the community with an amenity and an economic differentiator.



7. Provide examples of work produced for similar projects/clients.

For examples of work produced for similar projects/clients, we would like to refer you to the samples summarized below and provided in Appendix C.

Debt Management: City of Huntsville, Alabama PBA Series 2007 Refunding Opportunity Memo

In May 2017, we prepared an analysis and corresponding memo intended to provide guidance to the City of Huntsville as it evaluated ways to proceed with a refunding of its PBA Series 2007 bonds.

Bond Sale Services: Economic Development Growth Engine (EDGE) Industrial Development Board of the City of Memphis and County of Shelby, Tennessee Technical Pricing Analysis

In May 2017, PFM's financial advisory business served as co-financial advisor to EDGE/City of Memphis on the issuance of three series of Tourism Development Zone Bonds. The bonds were sold via a negotiated sale in which PFM's Pricing Group negotiated the pricing with the underwriting syndicate. In preparation for negotiations, we prepared a Technical Pricing Analysis.

Education/Research Services: *PFM Issuer Insight: Traditional Financing and P3s: Creating a Foundation for Success*

There are a myriad of project delivery vehicles that lie between full privatization and undiluted public finance and control. In this *Issuer Insight*, we discuss items to consider with both traditional financing and P3 financing options.

Alternative Financing: PFM White Paper: Understanding Social Impact Bonds as a Strategic Approach in Public Finance

Social Impact Bonds ("SIBs") are often a means of providing resources to implement potential solutions to social problems. We convened a roundtable discussion of industry experts in SIBs and shared the insights from that discussion in this white paper.

8. Indicate the number of projects/clients you and/or your firm currently service in the public sector and the number of public sector projects/clients you or your firm have serviced in the last three (3) years.

PFM's financial advisory team has advised on 3,529 series of bonds for public sector clients across the nation for a total of approximately \$189 billion in par since December 1, 2014.³ During this same time frame, we advised on 62 series of bonds for public sector clients in Tennessee for a total of approximately \$3.4 billion in par amount.³ A summary is provided in the table below. Details concerning clients, dates, and transaction amounts are included in Appendix E.

³ Source: Ibis an internal PFM database. As of December 1, 2017.



	Public Sector Clients (2014 to Present)	State of Tennessee Public Sector Clients (2014 to Present)
Number of Series	3,529	62
Total Par Amount of Debt	\$189 billion	\$3.4 billion

9. List at least three (3) but no more than five (5) clients for whom the firm has provided services closely resembling the services being anticipated by Franklin's Request for Qualifications within the last three (3) years. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with Franklin, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, e-mail address, and phone number of a contact person that Franklin may contact as a reference. If Franklin is a recent client of the firm for similar services, then include Franklin as the fourth or fifth reference.

STATE OF TENNESSEE (Aaa/AAA/AAA)

Since 1998, PFM's financial advisory business has served as the State of Tennessee's (the "State") financial advisor. We support the structuring of all financings issued by the State, Tennessee State School Bond Authority ("TSSBA") and the Tennessee Local Development Authority. During this time we have assisted the State with structuring pool loan programs as well as assisted in implementing interim financing programs. Over the last 10 years, we have advised the State on the issuance of 17 General Obligation bond series, which offered more than \$2.8 billion in tax-exempt and taxable bonds. During this same time, we advised TSSBA on the issuance of 18 series of bonds that offered more than \$2.5 billion in tax-exempt and taxable bonds to the market.



State of Tennessee		
Contract Dates	Similarities	Differences
1998 – Present	Triple A rated, long-term capital planning	Varied revenue sources, pay-as-you-go transportation funding

Contact Information

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 Sandi.thompson@cot.tn.gov
 615.747.5369



CITY OF GERMANTOWN, TN (Aaa/AAA)

PFM's financial advisory business began serving as the City of Germantown's ("Germantown") financial advisor in 1985. Over the last 10 years, we have assisted Germantown with the issuance of 9 series of bonds totaling over \$85 million in par. During our time as Germantown's financial advisor, we have aided Germantown in many services outside of a traditional bond sale, such as: revising debt policies to better align with rating agency metrics; drafting a Tax Increment Financing policy for Germantown's Industrial Development Board; preparing debt capacity analysis and presenting to Germantown's Financial Advisory Commission; analyzing and researching alternative financing strategies, such as leases, capital outlay notes, bank loans and Citizen Bonds. Most recently, we have also assisted Germantown with facing the challenge of funding the capital needs of the municipal school district, while also meeting the capital needs of the city and maintaining its triple A rating.



City of Germantown, TN		
Contract Dates	Similarities	Differences
1985 – Present	Triple A rated, long-term capital planning, loss of Hall Income Tax revenue, close proximity to large city, wealthy tax base	Property tax main source of revenue, responsible for funding its own municipal school district, stagnant property values

Contact Information

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plawton@germantown-tn.gov
901.757.7201

CITY OF HUNTSVILLE, AL (Aaa/AAA)

PFM's financial advisory business has served as financial advisor to the City of Huntsville for almost twenty years and to Huntsville Utilities since 2011. During that time, we have served as the City's financial advisor on the issuance of more than 20 transactions totaling \$1.5 billion in par amount. In addition to traditional, transaction related financial advice provided, we have assisted the City and Huntsville Utilities in negotiating development agreements for numerous third-party commercial projects of various kinds, i.e., retail, hospitality, commercial office space and various combinations of mixed-use projects; evaluation of TIF financings, debt capacity analyses, and development of long-term financial plans, including 10-year capital improvement plans.





Huntsville, AL		
Contract Dates	Similarities	Differences
1999 – Present	Triple A rated, strong regional tax base, increasing population, stable financial position, above-average wealth levels	Population

Contact Information

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Mr. Ted Phillips, Chief Financial Officer
Huntsville Utilities
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Huntsville, AL 35801
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256.535.1350

ARLINGTON COUNTY, VA (Aaa/AAA/AAA)

In May 1999, PFM's financial advisory business was engaged by Arlington County (the "County") to serve as its financial advisor. During our tenure as Arlington's financial advisor, we have assisted with the issuance of over 27 bond financings totaling in excess of \$2.3 billion in par value. Over the years, we have served as an extension of County staff, providing additional insights and perspectives on any number of County initiatives, extending well beyond the role that a "traditional" financial advisor would play. Some of the projects we have helped the County to conceptualize and implement include the formation and evaluation of financial policy issues associated with TIFs and special tax districts; the negotiation and financing of a P3 related to a mixed-use retail and residential complex; the negotiation and financing of a P3 for a joint-use public ice skating facility and a professional hockey practice facility; the financing of affordable housing initiatives to preserve and protect affordable housing in the County; and the development of a long-term financing plan for its water pollution control plant.



Arlington County, VA		
Contract Dates	Similarities	Differences
1999 – Present	Triple A rated, close proximity to large city, increasing population	Public school system, Federal government employer presence



Contact Information

Ms. Michelle Cowan, Deputy County Mayor
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mcowan@arlingtonva.us
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CITY OF FRANKLIN, TN (Aaa/AAA)

PFM's financial advisory business has had the pleasure to serve as the City's financial advisor since 2009. During that time, we have assisted with the issuance of 12 bond financings totaling in excess of \$198 million in par value. We have assisted the City with the formation of policies and evaluated debt capacity analysis as part of preparing the City's long-term capital plan. We assisted the City in completing two unique refinancings: 1) refinancing a tax increment financing security that included fixed and variable rate components and 2) a refinancing that required negotiations with DEPFA/FMSW and the removal of the Public Building Authority. We also advised the City through the process of revising its debt management policy to align with credit metrics of rating agencies and establishing a new water and sewer system credit.



HISTORIC
FRANKLIN
TENNESSEE

Contact Information

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10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and Franklin.

We believe there is an absence of any conflict of interest between the firm and its key personnel and the City.

11. Provide evidence of the firm's financial wherewithal to perform the services anticipated by this Request for Qualifications.

The financial condition of PFM is strong. As a well-established, diversified organization, PFM has been consistently profitable during its history, and we expect all components to be profitable again this year. In addition, PFM continues to invest in systems and senior talent to support the ongoing growth of our business.



12. Indicate the ability of the firm to meet Franklin's insurance requirements (see below).

We have a comprehensive insurance program and are able to meet the City's insurance requirements. We include our evidence of coverage certificates in Appendix F.

B. Unique Strengths of PFM

1. Describe the exceptional, value-added features of your response submittal.

We offer to the City a local partner with national and technical resources. The City is highly regarded as a trend-setter and leader in the industry. This type of entity deserves a partner committed to innovation and exploration. PFM's financial advisory business continues to dedicate resources to the demands of our clients.

PFM's financial advisory team has the technical capability to independently develop or analyze the different financing alternatives that the City should consider and to efficiently implement a cost-effective approach. Our resources and analytic capacity are on par with any investment bank and exceed those of any other financial advisory group. The City can be assured that it has access to our full array of proprietary models, databases and software tools in evaluating all financial alternatives and financial products.

We have been working with the City since 2009, and as further demonstrated in Section C, we have extensive experience in addressing the City's needs.

2. What sets your firm apart from your competition?

Diversity and Inclusion

At PFM, diversity and inclusion are foundational to the firm's success – in serving our clients, in creating a dynamic and welcoming work environment for our employees, in partnering with external stakeholders, and in realizing our overarching purpose of providing advice for people who transform their world. It is vitally important to us that both our colleagues and our clients should be able to recognize themselves in PFM. Diversity of thought, perspective, experience and background is a hallmark of our principles. Our sincere, unwavering commitment is demonstrated through consistent and creative efforts to attract, retain, and develop a diverse workforce, while sustaining the inclusive culture for employees to best serve our clients' interests using their unique insights, talents and perspectives.

PFM's recruitment strategies focus on building a diverse workforce as part of the firm's Diversity and Inclusion ("D&I") strategy. Launching this strategy in January 2016 has promoted adoption of policies, practices and philosophies in support of a diverse, inclusive and fully optimized work environment at PFM. In addition to hiring and retaining a diverse workforce, our goals are to more effectively collaborate with one other, build deeper relationships with our clients and future PFMers and engage with our communities and future clients in an authentic and meaningful way. The D&I strategy is overseen by a 16-person Strategy Council comprised of a diverse base of PFM employees at all levels across the firm, including PFM's CEO, John Bonow.



In order to build our employment brand and strive for the goal of connecting with a broad, diverse candidate pool for all open positions, PFM engages in a nationwide campus recruitment strategy, in which we connect with diversity-minded schools, including historically black colleges and universities (“HBCUs”) and the Hispanic Association of Colleges and Universities (“HACU”) such as Howard University and Florida International University. We also actively network with university diversity offices and student groups such as (but not limited to) Women in Business, Smart Women Securities, Redefine Her Street, Association for Latino Professionals for America (“ALPFA”) and the student chapter of the National Association of Securities Professionals (“NASP”), all of which focus on the education and career advancement of women and/or minorities in the financial services industry. PFM’s summer internship program is geared towards building a pipeline of diverse talent for our analyst career opportunities as well.

Pertaining to the recruitment of diverse mid-career professionals, PFM promotes and networks our opportunities with NASP’s professional chapter, Women in Public Finance and New America Alliance, among other diversity-minded professional associations.

OUR PURPOSE

Advice for people transforming their world.

At PFM, asset managers and financial advisors partner with clients to transform their world. Our clients have individual needs, and our tailored advice reflects this. We have the flexibility to support the largest endeavors any client could contemplate with teams that maintain the camaraderie, the collaboration and the creativity that define working with PFM. We combine superior financial advice, disciplined management and ingenuity to build, power, move and educate.

OUR PRINCIPLES

Expertise + Insight = Ingenuity

We are avid problem-solvers, using our collective expertise to deliver the best solutions. We mine the experience of our colleagues, combining wisdom and agile thinking to develop answers and execute strategies for our clients.

Curiosity + Commitment = Sustainability

We are committed to understanding our clients’ needs and achieving their goals. We are collaborative advisors, mentoring the next generation, nurturing curiosity and preparing both our clients and ourselves for the future.

Diversity + Grit = Resourcefulness

We believe it takes both diversity of thought and background to understand the integrated and textured worlds of our clients. We use that understanding to work smart, digging deep to deliver, both for our colleagues and our clients. Partnering with our clients in powerful ways, we bring a wealth of perspectives to generate better ideas and better advice.



Thomson Reuters Ranking

As the number one financial advisor in the country, a streak that began in 1998 and continues today, PFM's financial advisory business is committed to partnering with communities in our region and across the nation. Nationally, we have advised on 518 issuances for city or city-affiliated clients across the nation for a total of approximately \$78 billion in par since 2012.



Source: Thomson Reuters as of December 31, 2016

Independence

PFM's financial advisory business has built its mission and reputation on a core business to provide superior independent financial advice to state and local governments. While recently enacted federal rules and regulations seek to mitigate the conflicts that arise when firms represent both buyers and sellers of municipal securities, conflicts of interest within those firms are inevitable. We are proud to attest that we have always been a fiduciary only to our public sector clients. The City can be assured that our recommendations will be in the best interest of the City.

Regional Proximity

PFM has been committed to the South since opening a Memphis, Tennessee office in 1985. Our team members, including Engagement Manager Lauren Lowe, are based in Memphis. This proximity gives us insight into the opportunities and challenges that face our communities.

C. Thoroughness and Quality

1. Provide evidence that you understand Franklin's service needs as anticipated in this Request for Qualifications.

General Obligation Bonds

We understand the City has a long history of funding much of their capital plan with General Obligation ("GO") Bonds. We understand the City's need to continually evaluate the essential projects and their timing in order to strike the right balance of managing debt capacity and debt affordability with the needs of a growing community. Going forward, the City should evaluate the amount of pay-go funding, reimbursement funding and the potential use of alternative financing methods for these projects (see further information on Alternative Financings). We provide our clients with sophisticated and thorough technical analysis and advice when considering the use of General Obligation Bonds. Over the last 10 years, we have advised on 6,019 series of General Obligation Bonds across the nation, for a total of approximately \$133 billion in par.⁴

Our GO Issuances (2007 to Present) ⁴	
Number of Series	6,019
Total Par Amount of Debt	\$133 billion

⁴ Source: Ibis, an internal PFM database, as of December 1, 2017.



Revenue Bonds for Franklin's Water and Sewer System

As the City continues to grow (and expand), as does the City's water and sewer demands. During 2015 and 2016, we worked with the City in order to maximize the use of State Revolving Fund (SRF) loans while also reserving the ability to issue water and sewer revenue bonds. The City's request for subordination on several SRF loans was granted and the request for a parity lien on water and sewer revenues was also granted. Future use of SRF loans will need to also be mindful of the request for a parity lien in order to not create a complicated lien position on the water and sewer revenues and in turn eliminate the City's ability to issue water and sewer revenue bonds.

PFM's financial advisory team is the nation's leading independent financial advisor serving public sector water and wastewater utilities. We ranked number one in water, sewer and gas long-term municipal new issues in 2016 in terms of the par amount of water, sewer and gas debt issued. In 2016, we completed 128 transactions with a par amount of \$10.9 billion. All components of the capital formation process – from planning, to debt capacity analysis, to bond transaction management – are areas in which our professionals specialize.

As organizations with significant ongoing capital funding needs, water and wastewater utilities benefit from our ability to determine the optimal mix of funding for required projects. We can help determine the relative merits of using existing reserves, current year revenues, leasing, debt financing or a combination of these options to fund facility and equipment projects.

Bank Loans and Private Placements

Private placements of debt with banks have been effective for several of our clients, including the City. Private placements may provide additional savings when compared with a public sale, and without the need for ratings or public disclosure documents, they often can be accomplished in an expedited fashion which can be extremely advantageous in the current volatile market environment.

In addition, banks have been able to provide more favorable rates on private-placements, and find them to be an attractive use of their capital. In both of the complicated refundings referred to above (TIF and DEPFA/FMSW), the City utilized bank loans in order to refinance publically offered debt. While we expect this option to continue to be one to explore, PFM's financial advisory team has a watchful eye on how a reduction to the corporate tax rate could affect the overall economics of a bank lending to a tax-exempt issuer, like the City.

Other non-traditional financing methods are gaining some attention for smaller, civic-type projects. As mentioned in the RFQ, crowdfunding or the concept of leveraging against a capital campaign has been used in the not-for-profit sector (churches, private schools, arts community, etc.). Neighborly has actively pursued the City and other recognizable city names for their similar platform. These options could be appropriate for smaller, civic projects. We are committed to the City to explore such options compared to the goals and objections of the City.



Alternative Financing

As outlined in the RFQ, there are various financing options that should be explored for large capital projects being considered by the City. Given the volume of transactions we advise on each year, we have significant experience with various alternative financing options.

Master Leases

Since January 1, 2000, we have served as financial advisor on 49 master lease transactions.⁵ These clients have included state, regional and local governmental units, which have utilized master lease structures for both equipment and real property transactions. These transactions range in size and complexity from small, competitively sold private placements of equipment acquisitions, to large complex real property lease transactions backed by appropriation revenues. To our knowledge, we have developed and implemented more comprehensive equipment leasing programs throughout the country than any other firm.

Certificates of Participation ("COPs")/Lease Financings

A COP issuance is an innovative structure that has benefited issuers with unique projects or borrowing provisions. PFM's financial advisory team is not aware of the COP structure being used in Tennessee and it may not be achievable under state law. However, if the City is pursuing further, we expect Franklin could request a potential revision to the State statute. There are likely various areas of the public finance chapters that could benefit from modernization. Over the last 10 years, we have advised on the issuance of 276 series of COPs, totaling over \$15 billion in par.

Public-Private Partnerships

PFM's financial advisory business has been a leader in P3s with the establishment of our dedicated P3 Group in 2011. Since then, we have advised state and local agencies in the review and evaluation of more than 40 P3 projects, and we have advised on the negotiation of 15 development agreements and on the financing of more than \$3 billion in projects.

P3s are frequently encountered when governments pursue economic development and certain transportation projects. We have advised our clients on P3s involving projects such as toll roads, hotels, conference and convention centers, professional sports stadiums and arenas, shopping centers, business parks, urban redevelopment projects, cultural facilities and the public infrastructure built to support the economic development initiatives of our clients. The application of P3s recently has expanded into the general municipal sector, and governments nationwide are evaluating opportunities to use P3s to develop schools, courts, general administration buildings and other assets that traditionally have been publicly developed, owned and financed. In many instances, P3s for general government projects have not extended to the financing of the project; rather, the partnerships often have included only the design, development and construction aspects. Financings associated with P3s may involve

⁵ Source: Thomson Reuters



some cost-sharing, where the private sector makes equity or other contributions, but this approach has been rare for the development of general governmental assets absent the concurrent development of a revenue-generating, commercial enterprise.

Depending on the project, P3s can involve the use of a variety of complementary financing strategies, including Transportation Infrastructure Finance and Innovation Act (“TIFIA”) loans and private activity bonds (“PABs”). With 40 years of public-finance experience, we are well-equipped to advise on methods of seeking to maximize the role of tax-exempt debt where appropriate to achieve interest rate savings.

A critical takeaway from the discussion of P3s is that each project is unique, and that successful projects occur when the parties define the goals, objectives and risk/value drivers. If there is alignment between the objectives, P3s can be a powerful tool to accomplish strategic objectives; conversely, if the P3 is conceptually misguided and viewed as a “silver bullet,” results are less than optimal.

Commercial Paper

Commercial Paper (“CP”) is a valuable tool to consider funding multiple capital projects. Typical users of CP use the program to fund various projects over many years while borrowing at short term (lower) interest rates. There are several recent factors we believe should be considered when the use of CP including the increase in short rates post Money-Market Reform and the expected increase of short term rates at the December FOMC meeting. PFM advised the State of Tennessee and TSSBA on creating their first CP program. In recent years, we have assisted TSSBA in converting their CP program to a revolving credit facility with 2 lending banks. We have also advised issuers like Shelby County, Tennessee on Extendable Municipal Commercial Paper programs for highly rated issuers.

Swap Advisory Services⁶

Since 1997, our swap advisory business has advised state, local government, not-for-profit and other tax-exempt issuers on more than 1,825 swap and derivative transactions totaling more than \$128 billion in notional principal amount.⁷ To be clear, we are not a swaps broker nor dealer, and do not act as principal or counter-party for any transactions. We developed SwapViewer®, a risk management platform for clients where they can view positions and risk of their swaps online. SwapViewer® is a state-of-the-art swap monitoring service for the municipal and tax-exempt market. In direct response to swap monitoring needs by clients, our practice developed SwapViewer® as a cost effective, secure, Web-based platform for swaps tracking, monitoring and reporting. It has been tailored exclusively to meet the distinct needs of our local and state governments, non-profit and tax-exempt clients. SwapViewer® clients also have access to the website to view these valuations and transaction details. In addition, we maintain frequent contact with clients to provide them with market “color” and to alert them to current windows of opportunity and auto-email notification of important events like counterparty credit rating changes.

⁶ Swap advisory services are provided by PFM Swap Advisors LLC and are pursuant to separate agreement and separate fees.

⁷ As of September 30, 2017



Green Bonds

We partner with clients to identify cost savings through implementation of solutions that seek to achieve environmental benefits while also improving the bottom line. We are on the forefront of the environmental finance movement. Lisa Daniel, who is located in our Memphis office, co-leads PFM's Environmental Finance Group ("EFG"). EFG has extensive experience with innovative programs dedicated to creating and implementing "green" projects and initiatives. We were the municipal advisor to the District of Columbia Water and Sewer Authority ("DC Water") on its issuance of \$25 million Environmental Impact Bonds ("EIB") in 2016. These bonds were issued pursuant to a consent decree with the EPA to finance infrastructure improvements that would reduce sewer overflows. DC Water wanted to use Green Infrastructure ("GI") to mirror natural processes, but GI had not been implemented on a large scale before. In collaboration with DC Water and other members of the finance team, PFM's financial advisory professionals conceived, vetted, developed, and executed a new type of tax-exempt security: an EIB. The defining characteristic of DC Water's EIB is that the total rate of return will depend on the performance of GI in managing its stormwater runoff. The innovative structure of DC Water's EIB has received widespread interest and acclaim and was recognized by the Bond Buyer as the 2016 Non-Traditional Deal of the Year. We have included a copy of our *Issuer Insight* discussing Green Bonds in Appendix D.

13. **Affirm that you have responded thoroughly to this Request for Qualifications, including the companion documents that, with this Request for Qualifications, comprise the entire procurement solicitation.**

PFM Financial Advisors LLC affirms that we have responded thoroughly to this Request for Qualifications, including the companion documents that, with this Request for Qualifications, comprise the entire procurement solicitation.

14. **Describe the likely results of Franklin choosing your firm.**

The results of the City choosing PFM would be a partnership built on a foundation of breadth of service, innovation and national experience and resources.

Qualifications and Range of Services

We have by far the largest staff and most extensive resources of any financial advisory firm. Our professional staff offers the City unsurpassed experience in many different specialty areas, including city governments and a cross-section of financial, industry and regional expertise needed to craft customized solutions to your challenges. To best meet the City's needs, our team will be led by Lauren Lowe. Lauren has provided technical and analytical support for a variety of clients including the City of Franklin.

Commitment to Innovation

As an independent financial advisor, we use innovative ideas and structures as tools to help our clients realize their objectives and solve their problems, not simply as a means of "doing deals." Innovation for its own sake has little value and may be risky, but as part of a carefully crafted plan that reduces costs, increases revenues or maximizes future flexibility, innovative financing techniques often can add



significant value and make the infeasible achievable. We have developed and assisted clients in implementing hundreds of innovative financing techniques tailored to the objectives and constraints of that particular entity in each case.

National & Technical Resources

PFM's financial advisory business has the technical capability to independently develop or analyze the different financing alternatives that the City should consider and to efficiently implement a cost-effective approach. Our resources and analytic capacity are on par with any investment bank and exceed those of any other financial advisory group. The City can be assured that it has access to our full array of proprietary models, databases and software tools in evaluating all financial alternatives and products.

15. Indicate whether those results would address Franklin's purpose and objective.

We believe these results would address Franklin's purpose and objective, as we have demonstrated with our previous work with the City. We appreciate this opportunity to provide our qualifications and to demonstrate our eagerness to serve as the City's financial advisor. We are optimistic that the City will recognize that our robust experience, deep bench of expert professionals and commitment to provide the City the highest level of service distinguishes our team as your preferred advisor.



Exceptions

Procurement Terms and Conditions

1. 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 as a result of action by Vendor, 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.

Explanation: PFM Financial Advisors respectfully requests the opportunity to negotiate this provision in any resulting contract so that PFM Financial Advisors would only be indemnifying for claims where its actions caused the City to not disclose documents that the City is required to disclose.

2. 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 negligent or intentionally wrongful performance of the work performed 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.

Explanation: PFM Financial Advisors respectfully requests the opportunity to negotiate the indemnification language in any resulting agreement so that Public Financial Advisors LLC's obligation to indemnify is limited to circumstances in which its performance has been wrongful, which would include negligent or intentionally wrongful acts.

Procurement Agreement

3. 6. In the event that insurance coverage documented by CERTIFICATE(S) 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 MUNICIPAL ADVISOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days 30 days notice of cancellation 10 days notice of non-payment of premium of such learning, notify CITY of any such material modification or cancellation.

Explanation: PFM respectfully requests the opportunity to negotiate the certificate of insurance language above as our policies allow for 30 days notice of cancellation; 10 days notice of non-payment of premium



Indemnification Agreement

4. 3. The Bidder of 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 negligent or intentionally wrongful performance of the work performed 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

Explanation: PFM Financial Advisors respectfully requests the opportunity to negotiate the indemnification language in any resulting agreement so that Public Financial Advisors LLC's obligation to indemnify is limited to circumstances in which its performance has been wrongful, which would include negligent or intentionally wrongful acts.

Regulatory Provisions

If PFM Financial Advisors LLC is awarded the engagement, we respectfully request the inclusion of certain provisions in the resulting contract that are regulatory requirements driven by our status as a municipal advisor registered with the Securities and Exchange Commission ("SEC") and with the Municipal Securities Rulemaking Board ("MSRB") (e.g., municipal advisor description; the scope of MA services, form and basis of compensation, termination or withdrawal of the client relationship, conflicts of interest disclosure, and our disclosure of any legal and disciplinary events).



References

State of Tennessee

Sandi Thompson, Director of State and Local Finance
Cordell Hull Building 425 Fifth Avenue North
Nashville, Tennessee 37243
Sandi.thompson@cot.tn.gov
615.747.5369

City of Germantown, TN

Patrick Lawton, City Administrator
1930 S. Germantown Rd
P.O. Box 38809
Germantown, TN 38038
plawton@germantown-tn.gov
901.757.7201

City of Huntsville, AL

Ms. Margaret (Peggy) Sargent, Director of Finance
308 Fountain Circle (35801)
P.O. Box 308
Huntsville, Alabama 35804
margaret.sargent@huntsvilleal.gov
256.427.5062

Mr. Ted Phillips, Chief Financial Officer
Huntsville Utilities
112 Spragins St
Huntsville, AL 35801
ted.phillips@hsvutil.org
256.535.1350

Arlington County, VA

Ms. Michelle Cowan, Deputy County Mayor
#1 Courthouse Plaza
2100 Clarendon Boulevard
Arlington, VA 22201
mcowan@arlingtonva.us
703.228.5023

City of Franklin, TN

Kristine Tallent, Chief Financial Officer
109 Third Avenue South, Suite 111
Franklin, TN 37064
Kristine.tallent@franklintn.gov
615.791.1457

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 Tennessee)
) SS
County of Shelby)

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

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

PFM Financial Advisors LLC
(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.

Lauren Lowe
(signature of Affiant)

Managing Director/Partner
(title of Affiant)

Sworn and subscribed to before me this 6 day of December, 2017

Mindy Brummett
(Notary Public)

My Commission Expires: July 3, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 - 006)

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

State of Tennessee)
) SS
County of Shelby)

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

1. He or she is the Managing Director/Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
PFM Financial Advisors LLC,
(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.

Lauren Lowe
(signature of Affiant)

Managing Director/Partner
(title of Affiant)

Sworn and subscribed to before me this 6 day of December, 2017

Mindy Bratton
(Notary Public)

My Commission Expires: ~~My Commission Expires:~~
July 3, 2021

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No.2018-0001)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. 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.
2. Subcontracting. 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.
3. 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.
4. 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.
5. 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. 2018-006

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

PFM Financial Advisors LLC

Lauren Lowe, Managing Director

530 Oak Court Drive, Suite 160

Memphis, TN 38117

FAX: 901-682-8386

E-mail: lowel@pfm.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. 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 as a result of action by Vendor, 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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

12. 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.
13. 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 the work performed to the extent such judgments, losses, damages, and expenses are caused by Vendor's negligent act, error or omission in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
14. 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.
15. 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.
16. 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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and 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.

17. 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.
18. 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.
19. 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.
20. 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.2018-0001)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
1/23/2018	Conner Strong & Buckelew	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/30/2018
				Workers Compensation and Employers' Liability	1/1/2019
1/23/2018	Crystal & Company Crystal IBC, LLC 32 Old Slip New York, NY 10005	1599909392	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Information Security & Privacy	11/30/2018
				Cyber Liability	11/30/2018
1/23/2018	Crystal & Company Crystal IBC, LLC 32 Old Slip New York, NY 10005	894371971	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Professional Liability	11/30/2018
11/26/2018	Conner Strong & Buckelew	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/30/2019
				Workers Compensation and Employers' Liability	1/1/2020
3/18/2019	Crystal IBC, LLC 32 Old Slip New York, NY 10005	1932250365	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Information Security & Privacy	11/30/2019
				Cyber Liability	11/30/2019
11/29/2018	Crystal & Company Crystal IBC, LLC 32 Old Slip New York, NY 10005	284703221	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Professional Liability	11/30/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2018

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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005		CONTACT NAME: Brian Rozynski PHONE (A/C, No, Ext): 212-504-1882 E-MAIL ADDRESS: brian.rozynski@crystalco.com FAX (A/C, No): 212-504-1899															
INSURED PUBLFI PFM Financial Advisors LLC 1735 Market Street 43rd Floor Philadelphia PA 19103		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Endurance American Specialty Insurance</td><td>41718</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D: Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER E: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Endurance American Specialty Insurance	41718	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Continental Casualty Company	20443	INSURER D: Starr Indemnity & Liability Co	38318	INSURER E: Everest National Insurance Company	10120	INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 894371971

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			100620602171 FL5ML00220171	11/30/2017 11/30/2017	11/30/2018 11/30/2018	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Professional Liability			FIP10008161702 ELU15313117 596398650	11/30/2017 11/30/2017 11/30/2017	11/30/2018 11/30/2018 11/30/2018	Limit of Liability \$30,000,000 Aggregate Limit

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

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin TN 37064	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 <i>Crystal & Company</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2018

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.

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PRODUCER Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Brian Rozynski PHONE (A/C, No, Ext): 212-504-1882 E-MAIL ADDRESS: brian.rozynski@crystalco.com FAX (A/C, No): 212-504-1899
INSURED PUBLFI PFM Financial Advisors LLC 1735 Market Street, 43rd Floor Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 36940 11150

COVERAGES**CERTIFICATE NUMBER:** 1599909392**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B	Information Security & Privacy (Cyber) Liability			MTP903154203 NPL005933302	11/30/2017 11/30/2017	11/30/2018 11/30/2018	Limit of Liability: \$10,000,000 in the aggregate

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

Evidence of coverage only

CERTIFICATE HOLDER**CANCELLATION**City of Franklin
109 3rd Ave. South
Franklin TN 37064

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

Crystal & Company

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/23/2018

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.

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PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102		CONTACT NAME: PHONE (A/C, No, Ext): 877-861-3220 FAX (A/C, No): 856-830-1535 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Great Northern Insurance Company	20303
		INSURER B : Federal Insurance Company	20281
		INSURER C : Vigilant Insurance Company	20397
		INSURER D :	
		INSURER E :	
		INSURER F :	


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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35363950	11/30/2017	11/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included in \$General Aggre
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73248555	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79774080	11/30/2017	11/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71739979	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF FRANKLIN CONTRACT #2018-0001 / PURCHASING OFFICE SOLICITATION #2018-006

30 Days Notice of Cancellation Applies / 10 Days Notice for Non-Payment of Premium

CERTIFICATE HOLDER City of Franklin 109 3rd Avenue 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 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PUBLIC FINANCIAL MANAGEMENT, INC.

Endorsement Effective Date: 11/30/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE MANUSCRIPT FORM 16-02-0252 "SCHEDULE OF PRIMARY, NON
CONTRIBUTORY ADDITIONAL INSURED"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "Other Insurance" of Item B. – "General Conditions" under Section IV – "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Policy Number

(17)7324-85-55

ENDORSEMENT

Named Insured PUBLIC FINANCIAL MANAGEMENT,

Effective Date: 11/30/2017

12:01 A.M., Standard Time

Agent Name CONNER STRONG & BUCKELEW COMPANIES,
INC.

Agent No. 51889-000

SCHEDULE OF PRIMARY, NON CONTRIBUTORY ADDITIONAL INSURED

Person or Organizations described in Who is an Insured section of this contract and that you are obligated pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form.

However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is an "insured" under any other automobile policy;
- (b) That has exhausted its Limit of Insurance under any other policy; or
- (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Endorsement

Policy Period 11/30/2017 – 11/30/2018
Effective Date 11/30/2017
Policy Number 3536-39-50 PHL
Insured PUBLIC FINANCIAL MANAGEMENT, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued 11/30/2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period 11/30/2017 - 11/30/2018
Effective Date 11/30/2017
Policy Number 3536-39-50 PHL
Insured PUBLIC FINANCIAL MANAGEMENT, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued 11/30/2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

ANY PERSON OR ORGANIZATION WHERE YOU ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT TO WAIVE RIGHTS OF SUBROGATION AGAINST SUCH PERSON OR ORGANIZATION.

All other terms and conditions remain unchanged.

Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124
(4-84)

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2018 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (19)7173-99-79 of the Vigilant Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to PUBLIC FINANCIAL MANAGEMENT INC

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE YOU
ARE REQUIRED PURSUANT TO A WRITTEN
CONTRACT OR AGREEMENT TO WAIVER
RIGHTS OF SUBROGATION AGAINST SUCH
PERSON OR ORGANIZATION EXCEPT IN
NH, NJ, ND, OH AND WY WHERE WAIVER OF
SUBROGATION IS DISALLOWED

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2018 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (19)7173-99-79 of the Vigilant Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to PUBLIC FINANCIAL MANAGEMENT INC

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION WHERE YOU
ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT
OR AGREEMENT TO WAIVER RIGHTS OF
SUBROGATION AGAINST SUCH PERSON OR
ORGANIZATION

ALL CALIFORNIA OPERATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2018

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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Brian Rozynski PHONE (A/C, No, Ext): 212-504-1882 E-MAIL ADDRESS: brian.rozynski@crystalco.com FAX (A/C, No): 212-504-1899
INSURED PFM Financial Advisors LLC 1735 Market Street 43rd Floor Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: Continental Casualty Company INSURER D: Starr Indemnity & Liability Co INSURER E: Everest National Insurance Company INSURER F: ACE American Insurance Company
PUBLFI	NAIC # 10641 37885 20443 38318 10120 22667

COVERAGES**CERTIFICATE NUMBER:** 284703221**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
U	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1000620602181 FL5EX00441181 DOXG46758833001	11/30/2018 11/30/2018 11/30/2018	11/30/2019 11/30/2019 11/30/2019	EACH OCCURRENCE AGGREGATE \$ \$ \$
W	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 type="checkbox"/> N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B C	Professional Liability			MAN30000866500 ELU15897418 596398650	11/30/2018 11/30/2018 11/30/2018	11/30/2019 11/30/2019 11/30/2019	Limit of Liability \$35,000,000 Aggregate Limit

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

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**City of Franklin
109 3rd Ave. South
Franklin TN 37064

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

Crystal & Company

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2019

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 Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Brian Rozynski PHONE (A/C, No, Ext): 212-504-1882 E-MAIL ADDRESS: brian.rozynski@alliant.com FAX (A/C, No): 212-504-1899
INSURED PFM Financial Advisors LLC 1735 Market Street, 43rd Floor Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
PUBLFI	NAIC # 36940 11150

COVERAGES**CERTIFICATE NUMBER:** 1932250365**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / <input type="checkbox"/> N		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B	Information Security & Privacy (Cyber) Liability			MTP903154204 NPL005933303	11/30/2018 11/30/2018	11/30/2019 11/30/2019	Limit of Liability: \$10,000,000 in the aggregate

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

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Ave. South
Franklin TN 37064

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

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/26/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102		CONTACT NAME: PHONE (A/C, No, Ext): 877-861-3220 FAX (A/C, No): 856-830-1535 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Great Northern Insurance Company	20303
		INSURER B : Federal Insurance Company	20281
		INSURER C : Vigilant Insurance Company	20397
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35363950 COMBINED TOTAL AGGREGATE \$10M	11/30/2018	11/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCL. IN \$GENERAL AGGRE
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			73248555	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79774080	11/30/2018	11/30/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71739979	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF FRANKLIN CONTRACT #2018-0001 / PURCHASING OFFICE SOLICITATION #2018-006

30 Days Notice of Cancellation Applies / 10 Days Notice for Non-Payment of Premium

CERTIFICATE HOLDER City of Franklin 109 3rd Avenue 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 <i>W. Michael Trapp</i>
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Endorsement

<i>Policy Period</i>	NOVEMBER 30, 2018 TO NOVEMBER 30, 2019
<i>Effective Date</i>	NOVEMBER 30, 2018
<i>Policy Number</i>	3536-39-50 PHL
<i>Insured</i>	PFM I, LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 30, 2018

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PFM I, LLC

Endorsement Effective Date: 11/30/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE MANUSCRIPT FORM 16-02-0252 "SCHEDULE OF PRIMARY, NON
CONTRIBUTORY ADDITIONAL INSURED"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "Other Insurance" of Item B. – "General Conditions" under Section IV – "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Policy Number
(18)7324-85-55

ENDORSEMENT

Named Insured PFM I, LLC

Effective Date: 11/30/18
12:01 A.M., Standard Time

Agent Name CONNER STRONG & BUCKELEW COMPANIES,
INC.

Agent No. 51889-000

SCHEDULE OF PRIMARY, NON CONTRIBUTORY ADDITIONAL INSURED

Person or Organizations described in Who is an Insured section of this contract and that you are obligated pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
- However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
- 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
 1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
 - b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Endorsement

Policy Period 11/30/18 - 11/30/19

Effective Date 11/30/18

Policy Number 3536-39-50 PHL

Insured PFM I, LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued 11/30/18

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -
Scheduled Person
Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto),
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

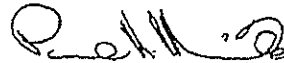
If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB

Liability Insurance

Endorsement

Policy Period 11/30/18 - 11/30/19

Effective Date 11/30/18

Policy Number 3536-39-50 PHL

Insured PFM I, LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued 11/30/18

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

*Transfer Or Waiver Of
Rights Of Recovery
Against Others*


However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies to the designated person or organization.

Designated Person Or Organization

ANY PERSON OR ORGANIZATION WHERE YOU ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT TO WAIVE RIGHTS OF SUBROGATION AGAINST SUCH PERSON OR ORGANIZATION.

All other terms and conditions remain unchanged.

Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124
(4-84)

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/19 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (20)7173-99-79 of the Vigilant Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to PFM I, LLC

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE YOU
ARE REQUIRED PURSUANT TO A WRITTEN
CONTRACT OR AGREEMENT TO WAIVER
RIGHTS OF SUBROGATION AGAINST SUCH
PERSON OR ORGANIZATION EXCEPT IN
NH, NJ, ND, OH AND WY WHERE WAIVER OF
SUBROGATION IS DISALLOWED

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/19 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (20)7173-99-79 of the Vigilant Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to PFM I, LLC

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION WHERE YOU
ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT
OR AGREEMENT TO WAIVER RIGHTS OF
SUBROGATION AGAINST SUCH PERSON OR
ORGANIZATION

ALL CALIFORNIA OPERATIONS

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No.2018-0001)

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 TENNESSEE)
County of SHELBY) SS

On behalf of Bidder/Proposer, Lauren S. Lowe agrees that:
(printed name of person signing Agreement)

1. He or she is the Authorized Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
PFM Financial Advisors LLC
(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 the work performed to the extent such judgments, losses, damages, and expenses are caused by the Bidder's or Proposer's negligent act, error or omission in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies; and
4. This Agreement is made on personal knowledge.

Lauren S. Lowe
Lauren S. Lowe
(signature of person whose printed name appears above)

Managing Director
(title of person whose printed name appears above)

Sworn and subscribed to before me this 19 day of MARCH, 20 19
[Signature] My Commission Expires: 11/21/2021
(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018-006)

Revised 2/4/2019



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No.2018-0001)

Attachment No. 5

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), effective as of the effective date of the Procurement Agreement to which this Agreement is attached, by and between the City of Franklin, TN (“Client”) and PFM Financial Advisors LLC (hereinafter called “PFM”) sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client is desirous of obtaining the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement (“Exhibit A”). Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A, subject to any limitations provided herein. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA,

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement ("PFM'S DISCLOSURE STATEMENT") as Attachment No. 6 to the Procurement Agreement to which this Agreement is attached.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, PFM's professional fees and reimbursable expenses shall be paid as provided in Exhibit B to this Agreement ("Exhibit B").

V. TERMS AND TERMINATION

The term of this Agreement shall coincide with the term of the Procurement Agreement to which this Agreement is attached.

VI. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Client in connection with a municipal securities transaction or municipal financial product and/or relevant to the Client's determination whether to proceed with a course of action. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

VIII. NOTICES

All notices given under this Agreement shall be in accordance with the Procurement Agreement to which this Agreement is attached.

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the team members set forth below.

- Lauren Lowe
- Lisa Daniel
- Nick Yatsula
- Marcie Lewis
- Ricardo Callender
- Joshua McCoy

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C to this Agreement ("Exhibit C") and as referenced in the Procurement Agreement to which this Agreement is attached.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from Client's election to act, or not to act, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Tennessee. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, including the Procurement Agreement to which it is attached and all other attachments to said Procurement Agreement, represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of execution of the Procurement Agreement to which this Agreement is attached.

CITY OF FRANKLIN, TN


By: 
Eric S. Stuckey, City Administrator

Date: 4-8-2019

Approved as to Form:


Tiffani M. Pope, Staff Attorney

PFM FINANCIAL ADVISORS LLC

By: 
Name, Title

Date: 3/19/19

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

- Attend meetings, either in person or remotely, with Client's staff, consultants and other professionals and the Client.
- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for rating agencies and public hearings.
- Provide general technical assistance as requested by the Client.
- Assist Client with responses to audits from the Internal Revenue Service and information requests from regulatory bodies, such as the SEC and MSRB.
- Assist in providing "fair value" / mark-to-market valuations for debt-related derivative instruments. (Termination of an interest rate swap, if any is to be pursued, is beyond the scope of this Agreement.) The parties agree that this service, if requested by the Client, shall be provided by PFM's affiliate, PFM Swap Advisors LLC, under a separate work order to be issued under this Agreement, the form of which is attached as Exhibit D to this Agreement ("Exhibit D").

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- For a negotiated sale, review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

<u>Bond Size (\$000)</u>	<u>Issuance Fee per \$1,000*</u>
First \$5 million	\$5.00
Next \$5 million	\$1.75
Next \$15 million	\$1.25
Next \$25 million	\$1.00
Over \$50 million	\$0.75

*Based upon Bond Proceeds and is subject to a minimum fee of \$25,000 per transaction and a not to exceed amount of \$105,000 per transaction.

2. Hourly Project Fees (Non-Transaction Related)

PFM will not charge hourly fees for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350
Director	\$325
Senior Managing Consultant	\$300
Senior Analyst	\$275
Analyst	\$250

3. Retainer

For general advice between financings, including an annual on-site visit of Client by PFM for general advice between financings, PFM shall receive an annual fee in the amount of \$16,000 ("Retainer"), payable in quarterly installments. \$4,000 of the annual retainer shall be attributed to providing "fair value"/mark-to-market valuations for debt-related derivatives instruments through PFM's affiliate, PFM Swap Advisors LLC, through a separate work order (Exhibit D). The Retainer shall be reviewed annually, shall result in a written report provided to Client summarizing services rendered to Client pursuant to the Retainer and rendered since the last report, and may be revised upon mutual agreement.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

4. Travel / Out of Pocket Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, actual and documented out-of-pocket expenses directly attributable to the services to be rendered pursuant to this Agreement, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Documentation of such expenses shall be provided by PFM to Client and in accordance with the City of Franklin Travel Policy. Any reimbursable travel expenses for lodging and meals shall not exceed the then-current respective per diem rates for the continental U.S. (CONUS) developed by the U.S. General Services Administration for Franklin, Williamson County, Tennessee. No reimbursement of expenses pertaining to the annual on-site visit of Client by PFM for general advice between financings shall be invoiced by PFM or paid by Client.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC (“PFMFA”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFMFA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFMFA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)Indian Harbor Insurance Company; and
Continental Casualty Company; (both are A).....
Financial Institution BondFederal Insurance Company; (A++)
Cyber Liability..... Indian Harbor Insurance Company (A)
General Liability Great Northern Ins. Company; (A++)
Automobile LiabilityFederal Insurance Company
Excess /Umbrella LiabilityFederal Insurance Company
Workers CompensationPacific Indemnity Company; (A++)
& Employers Liability

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

EXHIBIT D
WORK ORDER
PFM SWAP ADVISORS LLC

The terms and conditions of the Agreement for Financial Advisory Services between the City of Franklin, TN and PFM Financial Advisors LLC are incorporated by reference herein.

Working with PFM Financial Advisors LLC, PFM Swap Advisors LLC will provide the following portion of the Scope of Services:

- Assist in providing "fair value" / mark-to-market valuations for debt-related derivative instruments

Team Members:

Alfred Mukunya
Jeff Pearsall
George Hu

Compensation:

Portion of annual compensation payable by City of Franklin, TN to PFM Financial Advisors LLC for services to be provided by PFM Swap Advisors LLC: \$4,000.00 per year, to be payable by PFM Financial Advisors LLC to PFM Swap Advisors LLC.

REQUIRED DISCLOSURES:

MSRB Rule G-42 requires that municipal advisors make written disclosures to their clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM Swap Advisors LLC's Disclosure Statement delivered to the Client together with this Work Order.

PFM Swap Advisors LLC is a registered municipal advisor with the SEC and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this Agreement Letter, the Client has **not** designated PFM Swap Advisors LLC as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). The Client agrees not to represent that PFM Swap Advisors LLC is the Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM Swap Advisor's prior written consent.

PFM SWAP ADVISORS LLC

By: *Jeffrey M. Pearsall*
Jeffrey M. Pearsall, Managing Director

Date: March 19, 2019

ACKNOWLEDGED:

CITY OF FRANKLIN, TN

By: *Eric S. Stuckey*
Eric S. Stuckey, City Administrator

Date: April 8, 2019

ACKNOWLEDGED:

PFM Financial Advisors LLC

By: *Lauren S. Lowe*
Lauren Lowe, Managing Director

Date: March 19, 2019

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No.2018-0001)

Attachment No. 6

PFM'S DISCLOSURE STATEMENT

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

Public Financial Management, Inc., PFM Financial Advisors LLC, Western Financial Group, LLC (a wholly-owned subsidiary of PFM Financial Advisors LLC), and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in ‘**Item 9 Disclosure Information**’ of form MA, ‘**Item 6 Disclosure Information**’ of form MA-I, and if applicable, the corresponding disclosure reporting page(s) (“DRP”). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Franklin, TN

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at www.msrb.org, and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., Western Financial Group, LLC, and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.