AGENDA

Gainesville Retirement Plan A Board Meeting
Tuesday, January 17, 2017, 2:00 PM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Chairman or Vice Chairman Presides

ORGANIZATIONAL MEETING:

• 2017 RPA Meeting Calendar (January - June)	Denise Jordan / Alisa Grayson
• Annual Review of Contractual Services	David Frazier / Denise Jordan
• Wells Fargo Authorized Signers	Denise Jordan

UPDATES:

• Contract with JP Morgan	David Frazier / Denise Jordan
• Georgia Association of Public Pension Trustees	Denise Jordan

OLD BUSINESS:

• Rehired Retirees	Janeann Allison

EXECUTIVE SESSION:

• Personnel Matters	David Frazier

REGULAR BUSINESS:

• Retirements	Janeann Allison
• Disbursements	Janeann Allison
• Minutes: November 8, 2016 Called RPA Meeting	Denise Jordan
• Minutes: November 9, 2016 RPA Meeting	Denise Jordan

ADJOURNMENT:

Final: Friday, January 13, 2017, 2:24 PM

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/6/2017

Presenter: Denise Jordan / Alisa Grayson

Item of Business: 2017 RPA Meeting Calendar (January - June)

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to establish the meeting calendar for the first half of 2017.

History/Background:
The Retirement Board has met on Wednesday afternoons for many years.

Facts & Issues for Consideration:
The City Clerk serves as secretary to the governing body and to the Retirement Plan A Board. The Clerk's Office is no longer available to participate in Retirement Board Meetings on Wednesdays. The proposed 2017 calendar changes the meeting day to Tuesday. The proposed meeting dates/times for the first half of the year were distributed to the Board on December 30, 2016 for consideration. The majority of the Board confirmed availability to attend on the proposed dates. Meeting dates for the last half of the year will be presented after the governing body's calendar has been established.

Department Recommendation:
Adopt the proposed meeting schedule.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
2017 Proposed RPA Meeting Calendar (Jan-Jun)	Backup Material
2017 Proposed RPA Meetings Deadline Schedule	Backup Material

RETIREMENT PLAN A BOARD
2017 MEETING CALENDAR (JANUARY - JUNE)

IN ACCORDANCE WITH THE GEORGIA OPEN MEETINGS ACT AS AMENDED, VOLUME 50, CHAPTER 14, NOTICE IS HEREBY GIVEN THAT THE BOARD MEMBERS FOR RETIREMENT PLAN A WILL MEET IN ACCORDANCE WITH THE FOLLOWING SCHEDULE ON TUESDAYS IN THE ADMINISTRATIVE BUILDING BOARD ROOM LOCATED ON THE THIRD FLOOR AT 300 HENRY WARD WAY.

January 17, 2017, 2:00 PM

February 14, 2017, 10:00 AM

April 11, 2017, 2:00 PM

May 9, 2017, 10:00 AM

June 13, 2017, 2:00 PM

ANY DEVIATIONS TO THE SCHEDULE OR ANY ADDITIONAL MEETINGS SHALL BE POSTED BY PUBLIC NOTICE ON THE OFFICIAL BULLETIN BOARD LOCATED IN THE ADMINISTRATION BUILDING (300 HENRY WARD WAY).

Adopted:
Posted:

cc: Council
City Manager
Assistant City Manager
Retirement Board
Department Directors
Media
Website: http://www.gainesville.org/boards/committees
Bulletin Board

DEADLINES FOR 2017 RPA BOARD MEETING AGENDA ITEMS
(INTERNAL CALENDAR)

Agenda Item In AMMS (Meeting Date Closes @ 8:00 AM)	**Agenda Item to Board Chairman**	**Agenda Packages Finalized/Distributed**	**Meeting Date Administration Building, Board Room**
Tuesday, January 10, 2017	Wednesday, January 11, 2017	Friday, January 13, 2017	Tuesday, January 17, 2017 @ 2:00 PM
Friday, February 3, 2017	Monday, February 6, 2017	Thursday, February 9, 2017	Tuesday, February 14, 2017 @ 10:00 AM
Friday, March 31, 2017	Monday, April 3, 2017	Thursday, April 6, 2017	Tuesday, April 11, 2017 @ 2:00 PM
Friday, April 28, 2017	Monday, May 1, 2017	Thursday, May 4, 2017	Tuesday, May 09, 2017 @ 10:00 AM
Friday, June 2, 2017	Monday, June 5, 2017	Thursday, June 8, 2017	Tuesday, June 13, 2017

*Information noted in red indicate changes made to schedule.

Draft: 1/6/2017 ag
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CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/11/2017

Presenter: David Frazier / Denise Jordan

Item of Business: Annual Review of Contractual Services

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to determine if any contracts need to be revisited and/or if any Request for Proposals need to be issued. This is also the time to discuss any issues/concerns that may exist among service providers.

History/Background:
RPA currently has four contractual agreements which are summarized below.

The ***Consulting Services*** contract is with Southeastern Advisory Services (SEAS) to provide investment and performance monitoring services with respect to the Plan. It was written to allow them to continue providing service until terminated upon written notice by the City or a 90 day notice from the consultant. The date of the contract is October 2008. The following is a summary of services that are provided:

1. Investment Policy/Guidelines Development a periodic review
2. Measurement by Objective/Performance Analysis with quarterly written reports and oral presentations
3. Monitor and report on investment manager/fund compliance with the plan documents and investment policy on a quarterly basis
4. Perform manager/fund search if necessary, as may be requested
5. Special projects as agreed upon
6. Quarterly performance report for all asset classes
7. Asset allocation consulting/modeling
8. Attend meetings as requested
9. Transactional cost analysis

The ***Actuarial Services*** contract with Segal Consulting ends June 30, 2017. The contract includes language that allows it to be extended for two additional one (1) year terms upon mutual agreement. The date of the contract is May 2012 with an effective date of July 1, 2012. The following is a summary of services that are provided:

1. Retirement Plan A Actuarial services which shall include an annual actuarial valuation and individual benefit statements by November 1 of each year; Actuarial consultation and advisory services; and notice of new developments and/or changes in Federal, State, Tax or other regulations regarding finance, benefits, vesting, fiduciary responsibility or disclosure.
2. Other Post-Employment Benefits services

The ***Custodian Services*** contract with Wells Fargo (WF) may be terminated at any time by either the custodian or the City with a thirty (30) day notice. The date of the contract is March 2014. The following is a summary of services that are provided:

1. Maintain a custody account for the Plan
2. Make payments from the custody account as authorized by the Plan, i.e., monthly benefits, disbursements and expenses
3. Settle securities transactions for the account
4. Collect investment income relating to assets in the account
5. Periodically provide reports, statements, etc. documenting a variety of financial information

The ***Legal Services*** contract with Morris, Manning & Martin LLP may be terminated at any time with timely notice of the termination. The engagement letter dated August 2015 allows the firm to provide legal services upon request which includes attendance at two meetings per year.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/11/2017

Presenter: Denise Jordan

Item of Business: Wells Fargo Authorized Signers

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to update the authorized signers for various business transactions related to Retirement Plan A.

History/Background:
Wells Fargo serves as the custodian for RPA. Authorized signers have access to the Commercial Electronic Office (CEO) portal. The Authorized signers list will be reviewed at least once a year to address changes.

Facts & Issues for Consideration:
This update will address the responsibilities previously addressed by B.J. Rider.

Department Recommendation:

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Current Authorized Signers Checklist	Backup Material
Proposed Authorized Signers Checklist	Backup Material

CITY OF GAINESVILLE RETIREMENT PLAN A

Authorized Signers Checklist

Classification	Board Chairman David Frazier	Chief Financial Officer Jeremy Perry	Administrative Services Director Janeann Allison	Employee Services Coordinator Vacant	Payroll Specialist Jennifer Horner	Benefits Coordinator Linda Williams
Benefits Payments	X	X	X	**	**	
Distributions (Refunds)	X	X	X	**	**	
Quarterly Management Fee Payments	X	X	X	**	**	
Wires and Transfers	X	X	X	X	X	
Insurance Changes	X	X	X	X	X	X

SIGNATURE				Vacant		

KEY
X Full priviledge to authorize transaction
** Inquiry priviledge only

Signatures and levels of authorization were approved on __________________ and remain in effect until further notice.

David Frazier, Board Chairman	Date
Jeremy Perry, Chief Financial Officer	Date
Janeann Allison, Administrative Services Director	Date
Denise Jordan, City Clerk/Secretary to the Board	Date

CITY OF GAINESVILLE RETIREMENT PLAN A

Authorized Signers Checklist

Classification	Board Chairman David Frazier	Chief Financial Officer Jeremy Perry	Administrative Services Director Janeann Allison	Retirement and Benefits Manager Delores Waithe	Payroll Specialist Jennifer Horner	Benefits Coordinator Linda Williams
Benefits Payments	X	X	X	**	**	
Distributions (Refunds)	X	X	X	**	**	
Quarterly Management Fee Payments	X	X	X	**	**	
Wires and Transfers	X	X	X	X	X	
Insurance Changes	X	X	X	X	X	X

SIGNATURE						

KEY

X Full priviledge to authorize transaction

** Inquiry priviledge only

Signatures and levels of authorization were approved on _________________ and remain in effect until further notice.

______________________________ _______________

David Frazier, Board Chairman — Date

______________________________ _______________

Jeremy Perry, Chief Financial Officer — Date

______________________________ _______________

Janeann Allison, Administrative Services Director — Date

______________________________ _______________

Denise Jordan, City Clerk/Secretary to the Board — Date

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/6/2017

Presenter: David Frazier / Denise Jordan

Item of Business: Contract with JP Morgan

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this agenda item is to provide an update regarding the real estate manager contract to invest $4,000,000 from the Retirement Plan A Trust Fund into J.P. Morgan Chase Strategic Property Fund. The resolution and information is scheduled to be presented to Council at the 1/19/17 Work Session.

History/Background:
The Plan Document of Retirement Plan A authorizes the Pension Board to select and enter into contracts with investment managers, and further requires that such contracts first be approved by the governing body. The Board, in the interest of maintaining a diversified investment portfolio, desires to invest in co-mingled or collective investment real estate funds. After researching such funds, the Board has selected the J.P. Morgan Chase Strategic Property Fund.

Facts & Issues for Consideration:
The Board's attorney was asked to negotiate the contract with JP Morgan. The fund is recommended by the Board's Investment Consultant. The Board interviewed representatives of the fund.

Department Recommendation:

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
JP Morgan Chase SPF Contract	Resolution
JP Morgan Chase SPF Contract	Contract/Agreement/MOU

RESOLUTION BR-2017- ___

RETIREMENT PLAN A CONTRACT
J.P. MORGAN CHASE STRATEGIC PROPERTY FUND

WHEREAS, the City of Gainesville established the City of Gainesville, Georgia Retirement system effective on February, 24, 1941, known as Retirement Plan A (the Plan) effective July 1, 1994; and

WHEREAS, the Retirement Plan A Plan Document provides that there be a Pension Board vested with the general administration and responsibility for the proper operation of the Plan, and

WHEREAS, the Plan Document further provides that The Pension Board shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Trust Fund. The Pension Board shall have the power and authority to establish the investment powers and limitations of the investment manager(s). Such powers and limitations shall be included in the contract with the investment manager(s) or in an amendment thereto, and such contract and all amendments thereto shall first be approved by the City Council of the City of Gainesville, by proper resolution before becoming effective as a contract, and

WHEREAS, the Pension Board desires to invest a portion of the Fund in Real Estate Co-mingled or Collective Investment Funds, and has exercised due diligence in selecting such a fund, namely J.P. Morgan Chase Strategic Property Fund, by having the product reviewed by the Plan Attorney and Investment Consultant, and by reviewing the product and interviewing representatives of the Fund, and

WHEREAS, the Board has caused a contract to be drafted which would govern such an investment in the fund in the amount of four million dollars ($4,000,000), and

WHEREAS, the Board recommends approval of the contract.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville approves the attached investment contract with J.P. Morgan Chase Strategic Property Fund for the purpose of investing four million dollars ($4,000,000) from the Retirement Plan A Trust Fund in said fund and that the City Manager is authorized to sign the contract.

Adopted this _____ day of __________________, 2017.

____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

____
Denise O. Jordan, City Clerk

August 2016

JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds

(Single Class Funds)

PARTICIPATION AGREEMENT

The purpose of this Participation Agreement (the "Agreement") is to provide for the investment of some or all of the assets of the plan or plans (the "Plan") identified in the Account Information Form attached hereto as Exhibit A in one or more of the JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds (each, a "Fund") listed in the Account Information Form. This Agreement is entered into on behalf of the Plan by the undersigned plan sponsor, trustee, investment committee or other authorized fiduciary for the Plan (the "Client"). This Agreement includes and incorporates by reference each of the Exhibits and Appendices attached hereto, as the same may be amended or supplemented from time to time.

1. *Fund Information.* Each Fund is established and maintained by JPMorgan Chase Bank, N.A. ("JPMCB"), under a Declaration of Trust, as the same may be amended and in effect from time to time (the "Declaration of Trust"), and in accordance with applicable regulations of the Office of the Comptroller of the Currency, including 12 CFR §9.18(a). Each Fund is a bank-sponsored collective investment fund established as a group trust within the meaning of Internal Revenue Service Revenue Ruling 81-100, as amended. Further information regarding a Fund, including the Fund's investment objective, strategy and guidelines, risk factors, fees and expenses, and other terms and conditions of participation in the Fund, are set forth in a Fund Summary (the "Fund Summary"). JPMCB shall provide to the Client copies of the Declaration of Trust and Fund Summary, and any amendments or supplements thereto, as in effect from time to time.

2. *Application to Participate.* Client has authority to direct investments or designate investment options for the Plan. Client hereby applies for participation in the Fund by the Plan. Client acknowledges and agrees that participation in the Fund is subject to the terms and conditions described in the Declaration of Trust. In the event of any inconsistency between the Declaration of Trust and this Agreement, the Declaration of Trust shall control. Participation in the Fund requires the written consent of JPMCB, as evidenced by JPMCB's execution of this Agreement.

3. *Appointment of JPMCB as Investment Manager*. Pursuant to its authority to appoint one or more investment managers for the Plan, the Client hereby appoints JPMorgan Chase Bank, N.A., as investment manager, with the power to invest, reinvest and maintain custody of the assets of the Plan invested in the Fund, and JPMCB accepts such appointment. If the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), JPMCB shall be appointed an "investment manager" within the meaning of Section 3(38) of ERISA. The powers and duties of JPMCB as investment manager shall be governed by the terms of the Declaration of Trust and this Agreement. JPMCB shall be responsible only for the investment and custody of the assets accepted by it and shall have no other duties except as specified in the Declaration of Trust and this Agreement. JPMCB acknowledges that it is a fiduciary, as defined by ERISA or other applicable law, with respect to the assets of the Plan invested in the Fund. Such fiduciary responsibility is limited to the management of the Fund and the selection of the investments held within the Fund. JPMCB has no duty, responsibility, authority or discretion with respect to the selection of the Fund as an investment for the Plan or the management of any other assets of the Plan.

4. *Authorized Individuals*. Pursuant to the Authorized Signers List attached hereto as Exhibit B, Client certifies to JPMCB the names, titles and authorities of the individuals who are authorized to act on behalf of the Client with respect to this Agreement and the Plan's participation in the Fund, and JPMCB shall be entitled to rely upon such information until it receives written notice of a change in such appointments or designations.

5. *Information and Statements*. JPMCB shall provide or make available to the Client or its agent monthly statements setting forth the Plan's transactions in the Fund, number of units held and the net asset value of the Plan's investment in the Fund. The Client agrees to review promptly all statements and information provided or made available and to promptly advise JPMCB if there are any issues or concerns regarding such statements or information.

6. *Fees.* To compensate JPMCB for the management of the Fund and the account services rendered by JPMCB and its affiliates in connection with the Plan's investment in the Fund, JPMCB and Client agree to the terms and conditions of the Fee Schedule attached hereto as Exhibit C.

7. *Representations and Covenants.* Client represents, warrants and covenants to JPMCB as follows:

a. Client has full power and authority to appoint JPMCB and to enter into this Agreement with respect to and on behalf of the Plan, either (i) as the "named fiduciary" for the Plan (within the meaning of Section 402(c)(3) of ERISA), or as a duly authorized agent thereof, or (ii) in the case of a governmental plan, under the governing documents of the Plan or applicable statutes or regulations.

b. The Plan (including its related trust or other funding vehicle) is, and at all times that the Plan is invested in the Fund the Plan shall continue to be, (i) qualified under the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended ("IRC") and therefore exempt from taxation under the provisions of IRC Section 501(a) (a "Tax-Qualified Plan"), or (ii) a governmental plan within the meaning of IRC Section 414(d), which has been established by an employer for the exclusive benefit of its employees or their beneficiaries, or an eligible governmental plan trust or custodial account under IRC Section 457(b) that is exempt from taxation under IRC Section 457(g) (a "Qualified Governmental Investor"). Client has provided along with this Agreement (i) a copy of the Plan's favorable determination, opinion or advisory letter from the Internal Revenue Service (the "IRS") to that effect or an opinion of counsel acceptable to the Bank as to the Plan's Tax-Qualified Plan or Qualified Governmental Investor status, as applicable, or (ii) other evidence acceptable to JPMCB that demonstrates that the Plan meets the foregoing requirements to be either a Tax-Qualified Plan or Qualified Governmental Investor, as applicable and exempt from Federal income taxation.

c. If the Client is investing plan assets in the Fund through a master trust, group trust or similar funding vehicle containing the assets of two or more retirement plans, such master trust, group trust or similar funding vehicle does not contain assets of a plan qualified under the Puerto Rico Internal Revenue Code but not qualified under IRC Section 401(a), and Client shall not permit any Puerto Rico qualified plans that are not also qualified under IRC Section 401(a) to be invested in the Fund through the master trust, group trust or similar funding vehicle.

d. Without limiting the generality of the foregoing, in the event that the Plan is intended to be a Tax-Qualified Plan, Client further represents and covenants to JPMCB that (i) if no favorable determination letter has yet been issued with respect to the Plan, Client shall (A) timely submit the Plan for such a determination, and (B) make any and all of the changes that may be required by the IRS as a condition to the issuance of a favorable determination letter, (ii) Client shall (A) on an ongoing basis, timely make all such submissions to the IRS as may be necessary so that at all times the Plan will have a then-current favorable determination letter, and (B) with respect to each submission, make any and all of the changes that may be required by the IRS as a condition the issuance of the applicable favorable determination letter, and (iii) Client shall otherwise do all things necessary to maintain the Plan as tax-qualified under IRC Section 401(a) and its related trust as tax-exempt under IRC Section 501(a).

e. Without limiting the remedies available in the event of a breach, and without limiting JPMCB's other rights hereunder and under the Fund's governing documents, JPMCB shall have the right to require the Plan to withdraw from the Fund in the event that any of the foregoing assurances are breached, or JPMCB otherwise determines that the Plan is unlikely to be, or continue to be a Tax-Qualified Plan or a Qualified Governmental Investor, as applicable.

f. The trust agreement or other governing documents for the Plan expressly permits the commingling of the Plan's assets for investment purposes in a common, collective, commingled or group trust fund and incorporates the Fund's Declaration of Trust by general or specific reference thereto. The Plan's participation in the Fund does not, and the performance of the terms of this Agreement will not, contravene any provision of existing law or regulations applicable to the Plan, or of the organizational or governing documents of the Plan and its related trust.

g. The Plan does not cover self-employed individuals as defined in IRC Section 401(c).

h. The Asset Certification attached hereto as Exhibit D is true and correct and Client (or Plan's administrator, record keeper or other authorized representative) will immediately advise JPMCB in writing of any change in status affecting such certification.

i. Client acknowledges receipt of the J.P. Morgan Asset Management ERISA Section 408(b)(2) Disclosure Statement.

j. Client will immediately advise JPMCB in writing if any of the foregoing representations shall no longer be true.

8. *Withdrawal and Trading Restrictions.* Client understands and acknowledges that transactions in Fund units, including requests for purchase, redemption or exchange of Fund units, are subject to the terms, conditions and restrictions described in the Declaration of Trust. Client further understands and acknowledges that the Fund does not authorize or permit certain trading practices such as market timing or frequent trading by the Plan (or, if applicable, any participants in the Plan) that could be harmful to the Fund and its investors. Client has been provided JPMCB's policy pertaining to excessive trading in commingled pension trust funds ("Excessive Trading Policy"). Client acknowledges and agrees that the Fund may require the Plan and its administrator, record keeper or other financial intermediary to implement procedures reasonably designed to comply with the withdrawal and trading restrictions set forth in the Declaration of Trust and the Excessive Trading Policy. Client agrees to provide or cause to be provided to JPMCB or the Fund, upon written request, Plan level and individual participant level transaction activity in the Fund, and Client further agrees that the Plan and its record keeper or other applicable party shall comply with such written instructions provided by JPMCB or the Fund that restrict or prohibit further transactions in the Fund that violate the Fund's Excessive Trading Policy.

9. *PTE Disclosures and Consent.* The Fund, and if applicable, other JPMCB commingled pension trust funds in which the Fund invests, may engage in certain transactions in reliance upon and subject to the conditions of the following prohibited transaction exemptions issued by the Department of Labor:

a. *Securities Lending*. Client has reviewed the Securities Lending Disclosure attached hereto as Exhibit E, pertaining to the securities lending program maintained by JPMCB for commingled pension trust funds, along with a copy of PTE 2013-05. Client consents to the Fund's participation in the securities lending program, or, as applicable, investment in other commingled pension trust funds maintained by JPMCB that participate in the securities lending program. The Client consents to the appointment of JPMCB as the securities lending agent for the program and the use of EquiLend as described in the Securities Lending Disclosure and PTE 2013-05. The Client acknowledges that JPMCB, as the securities lending agent for commingled pension trust funds, may enter into repurchase transactions in which repurchase agreement counterparties use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. JPMCB earns fees from these third-party banks and broker-dealers for the provision of such services. This fee is separate from and in addition to the fees that JPMCB earns as trustee and custodian of the commingled pension trust fund. Client consents to the receipt by JPMCB of fees from third parties who use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures.

b. *Purchase of Securities*. Client has reviewed a copy of the proposed and final exemption issued as PTE 2003-24 pertaining to the purchase of securities by JPMCB or other asset management affiliates of

JPMCB, from nonaffiliated persons, of certain securities during the existence of an underwriting or selling syndicate when an affiliate of JPMCB is a manager or member of the underwriting syndicate or where an affiliate serves as trustee of a trust that issued the securities or as indenture trustee of debt securities. Client acknowledges that it has received from JPMCB a copy of the proposed and final exemption, and any other reasonably available information requested by Client regarding transactions that may be executed by JPMCB under PTE 2003-24. Client hereby authorizes JPMCB to purchase securities on behalf of the Fund (or any commingled pension trust fund in which the Fund may invest) in accordance with PTE 2003-24. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures. Client represents that it is unrelated to and independent of JPMCB and its affiliates and that neither it, nor any individual responsible for the decision to appoint JPMCB pursuant to this Agreement, to participate in the Fund or to terminate the authorization of JPMCB to purchase securities in accordance with the exemption, is an officer, director or employee of JPMCB or any of its affiliates and agrees to notify JPMCB if the foregoing facts change.

c. *Brokerage and Execution Services.* This paragraph summarizes JPMCB's brokerage placement practices, including the potential use of affiliated broker-dealers pursuant to PTE 86-128. JPMCB will use the execution services of such broker-dealers as it may select from time to time, which will be entitled to compensation for their services, to effect transactions for the purchase and/or sale of securities and other investments by the Fund. In connection with transactions effected for the Fund, JPMCB may establish and trade in accounts in its own name or in the name of the Fund with members of national or regional securities exchanges and the Financial Industry Regulatory Authority, including "omnibus" accounts established for the purpose of combining orders for more than one client. Subject to the requirements of Section 408(b)(16) of ERISA or other applicable law, JPMCB may also execute transactions for the Fund through an electronic communication network, alternative trading system, or similar execution system or trading venue. In selecting brokers through which transactions for the Fund will be executed, JPMCB's primary consideration will be the broker's ability to provide best execution of trades. In making a decision about best execution (and subject to section 28(e) of the Securities Exchange Act of 1934), JPMCB may consider a number of factors including, but not limited to, trade price and commission and quality of research services the broker may provide. The commission rates paid to any broker for execution of transactions will be determined through negotiations with the broker, taking into account industry norms for the size and type of transaction, and the nature of brokerage and research services provided. Such research services may include, but not be limited to, analysis and reports concerning economic factors and trends, industries, specific securities, and portfolio strategies. Research services furnished by brokers will generally be used in connection with all JPMCB client accounts, although not all such services may be used with any particular account that paid commissions to the brokers providing such services. Subject to JPMCB's compliance with PTE 86-128, Client hereby authorizes JPMCB to effect transactions for the purchase and/or sale of securities and other investments through any of JPMCB's affiliated broker-dealers ("Affiliated Broker-Dealers") and the Affiliated Broker-Dealers may retain commissions in connection with effecting such agency transactions for the Fund. The Client understands that other broker-dealers may be willing to effect transactions at lower commission rates than those charged by Affiliated Broker-Dealers. When executing trades through Affiliated Broker-Dealers, JPMCB shall seek to obtain the most favorable terms for transactions that are reasonably available under the circumstances. The Client may obtain any reasonably available information regarding JPMCB's brokerage placement practices upon request at any time. The Client understands that it may terminate its authorization for JPMCB to effect securities transactions through Affiliated Broker-Dealers on behalf of the Plan by withdrawing from the Fund in accordance with normal redemption procedures.

10. *Indemnity.* Client agrees to indemnify and hold harmless JPMCB, its affiliates, and the Fund from any and all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB's reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client or by the Plan's administrator, record keeper or other authorized representative, or (iii) failure of either the Client or its custodian to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.

11. *Liability.* JPMCB does not guarantee the future performance of the Fund or any specific level of performance, the success of any investment decision or strategy that JPMCB may use, or the success of

JPMCB's overall management of the Fund. JPMCB and its affiliates and their directors, officers and employees shall not be liable for any expenses, losses, damages, liabilities, charges and claims of any kind or nature whatsoever ("Losses") arising from any depreciation in the value of the Fund or resulting from JPMCB's actions in regard to the Fund, except to the extent such Losses are judicially determined to be proximately caused by JPMCB's negligence, willful misconduct or breach of its fiduciary responsibility under ERISA. JPMCB and its affiliates and their directors, officers and employees shall have no responsibility or liability on account of the management of any assets of the Plan outside of the Fund or the administration of the Plan. Except as otherwise required by ERISA, under no circumstances shall JPMCB and its affiliates or their directors, officers or employees be liable for any special, consequential or indirect damages.

12. *Client Lists*. Unless Client has checked the box below, Client hereby grants JPMCB and its affiliates the right to: (a) use the name, trademark, logo or other identifying marks of the Plan or the sponsor of the Plan in any publicity activities or materials, including lists of representative clients, and (b) identify the investment style managed by JPMCB for the Plan in such publicity activities.

☐ Client does *not* grant JPMCB or its affiliates the rights described in (a) and (b) above.

13. *Applicable Law*. All questions arising hereunder shall be determined according to the laws of the State of New York (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan's investment in the Fund. To the maximum extent permitted under applicable law, the Client hereby irrevocably waives any immunity to which it might otherwise be entitled in any arbitration, action at law, suit in equity or any other proceedings arising out of or based on this Agreement or any transaction in connection herewith.

14. *Customer Identification Program.* To help the government fight the funding of terrorism and money laundering activities, JPMCB has adopted a Customer Identification Program ("CIP"), pursuant to which JMPCB is required to obtain, verify and maintain records of certain information relating to its clients. Client understands that United States federal regulations and Executive Orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department prohibit, among other things, engaging in transactions with, and providing services to, targeted non-U.S. countries and certain entities and individuals (including, without limitation, those subject to OFAC sanctions or embargo programs or engaged in terrorist activities or narcotics trafficking). In order to facilitate JPMCB's compliance with its CIP and all applicable laws and regulations concerning money laundering, terrorist financing and other illegal activities, Client acknowledges that it has provided the representations and warranties with respect to anti-money laundering that are set forth in Exhibit F and Annexes, if any, thereto. Client understands that JPMCB will be relying upon the representations and information provided in this Agreement and in Exhibit F and the Annexes, if any, and agrees to provide such other information and/or representations as may reasonably be requested. Client represents and warrants to, and agrees with, JPMCB that the representations and warranties set forth in this Agreement and Exhibit F are true on the date hereof and that each and any of the representations and warranties will be true as of each date the Agreement is effective, unless the Client has otherwise notified JPMCB. The Client agrees to provide such evidence as to the accuracy of such representations and warranties as may be requested by JPMCB.

15. *Additional Terms and Conditions.* Client and JPMCB agree to the Additional Terms and Conditions, if any, set forth in Exhibit G attached hereto.

16. *Waiver, Amendment or Modification*. Any waiver, amendment or modification of any provision of this Agreement shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

17. *Foreign Tax Reclaims.* The Fund may receive dividends and interest from issuers that are domiciled in foreign countries, some of which subject the Fund to withholding or other taxes even though the U.S. has a tax treaty with the foreign country that provides for a reduced withholding rate for U.S. residents. As a

result of foreign tax laws and regulatory requirements, foreign tax authorities may require the Fund to file tax reclaim forms in order to receive the benefit of a reduced withholding rate; and may require the Fund to provide additional documentation to confirm the identity or residency of, or provide other relevant information for the Participating Trusts in the Fund. As a result, the Client agrees to provide additional information or complete forms requested by foreign tax authorities in order for the Fund to file for such tax reclaim.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on this ______ day of _____________, 20_____.

CLIENT: City of Gainesville, Georgia, Retirement Plan A Pension Board		JPMORGAN CHASE BANK, N.A.	
By:	______________________________	By:	______________________________
Name:	______________________________	Name:	______________________________
Title:	______________________________	Title:	Vice President

EXHIBIT A

ACCOUNT INFORMATION FORM

Plan Sponsor:	City of Gainesville, Georgia
Plan Sponsor EIN:	58-6000581
Address for Plan Contact:	300 Henry Ward Way Gainesville, GA 30501
Phone for Plan Contact:	770-535-6865
Name of Trust:	City of Gainesville, Georgia, Retirement Plan A
Name of Trustee:	Retirement Plan A Pension Board
Fiscal Year End of Trust/Plan:	June 30

Plan Type: A. ☐ §401(a) Qualified Plan: *(specify type)*
☐ Defined Benefit
☐ 401(k) / Profit Sharing
☐ Money Purchase

B. ☒ §414(d) Governmental Plan

C. ☐ §457(b) Plan

NOTE: In addition to completing this Account Information Form, the Plan must attach a copy of its most recent IRS determination or opinion letter stating the Plan is qualified under IRC section 401(a) and its trust is tax-exempt under IRC section 501(a). A governmental plan that does not have an IRS letter or ruling may in the alternative provide a copy of the applicable statutes or other governing documents regarding the Plan's status.

Fund(s) selected for inclusion in the Plan:

Commingled Pension Trust Fund (Strategic Property) of JPMorgan Chase Bank, N.A.

For the Fund(s) identified above, please identify all Plans maintained by the Plan Sponsor or its affiliates that invest in the Fund:

Plan Name:	**Plan EIN:**	**Plan Three-Digit Number:**
City of Gainesville, Georgia, Retirement Plan A	58-6000581	002

EXHIBIT B

AUTHORIZED SIGNERS LIST

Client Name: City of Gainesville, Georgia, Retirement Plan A Pension Board

Account Name(s):	**Account Number(s):**
City of Gainesville, Georgia, Retirement Plan A – Strategic Property Fund	307790

The below named persons are duly authorized to provide instructions for cash flows and other business related activities for the above referenced Account(s).

PLEASE NOTE: A minimum of two authorized persons is required on the below List.

Name:	**Title:**	**Signature:**	**Phone Number*:**

I certify that the signatures shown above are the legal signatures of those persons who are authorized to sign and provide instructions on behalf of the above referenced Account(s).

Signature of Authorized Person** Date

Name Title

***Phone number is required to authenticate certain wire and cash flow instructions**
****Certification of Signature must be provided by a Secretary or other duly authorized officer**

EXHIBIT C

FEE SCHEDULE

Client Name: _City of Gainesville, Georgia, Retirement Plan A_________

Fund Name: __JPMCB Strategic Property Fund_____________________

Capitalized terms used in this Fee Schedule, but not defined below, shall have the meanings attributed to them in the Agreement.

Annual Fee

The Client shall pay to JPMCB on account of its participation in the Fund an annual fee (the "Fee") calculated as follows on terms and conditions set forth below:

(a) If the net asset value ("NAV") of the Client's account is below $100 million (based on the quarter-end NAV of the account during each calendar quarter), then the Fee shall be 1.00% of the Client's pro-rata share of the NAV of the Fund as of the end of each calendar quarter, except that the Fee will only be 0.15% with respect to the market value of cash and cash equivalents in the Fund in excess of 5.0% reserve position for cash and cash equivalents.

(b) If the NAV of the Client's account is $100 million or more (based on the quarter-end NAV of the account during each calendar quarter), then the Fee shall be computed as follows: (i) 92 bps on the first $100 million; (ii) 85 bps on the next $150 million; (iii) 80 bps on the next $250 million; and (iv) 75 bps on the balance, except that the Fee will only be 0.15% with respect to the market value of cash and cash equivalents in the Fund in excess of 5.0% reserve position for cash and cash equivalents.

Notwithstanding the foregoing, (i) if the NAV of a Client's account reaches $100 million - $149 million, $150 million - $249 million, $250 million - $499 million or $500 million and greater (based on the quarter-end NAV of the account during a calendar quarter), and subsequently decreases to an amount less than those individual tier levels solely due to the investment performance of the Fund, then the Fee for Client's account shall continue to be computed under the methodology set forth in clause (b) above; and (ii) a Client who participates directly or indirectly in any relationship or similar rebate program offered by J.P. Morgan Asset Management or any of its business divisions shall be required to pay Fees based on the methodology set forth in clause (a) above.

There shall be no acquisition or disposition fees, nor any fees charged on debt, either at the asset level or the Fund level.

Billing Period

The Fee will be calculated as of the last business day of each calendar quarter-end (*i.e.*, March, June, September and December) and billed in arrears.

Fee Calculation Methodology

The market value(s) used for calculating the Fee will be determined by JPMCB as of the end of the calendar quarter and in accordance with the terms of the Declaration of Trust.

Cash Flow Prorations

The market value that forms the basis for each fee calculation will be adjusted to pro-rate any contributions and withdrawals that occurred during the billing period when the daily sum of such activity exceeds the greater of U.S. $1 million or 2% of the market value of the Plan's participation in the Fund. For purposes of determining this percentage threshold, each day's contributions and withdrawals will be measured against the immediately preceding month-end market value.

Billing

The Client authorizes JPMCB to directly debit the Client's Fund account for the Fee following the billing period. In the event that there are insufficient funds in the Client's Fund account, JPMCB shall liquidate holdings in the Client's Fund account in the amount necessary to cover such fees. JPMCB shall provide the Client with an invoice describing in reasonable detail the manner in which the Fee was calculated and the date on which the Fee was charged to the Client's Fund account. The statement will be emailed to the Client.

Fee Schedule agreed to and accepted:

Client: City of Gainesville, Georgia, Retirement Plan A Pension Board	JPMorgan Chase Bank, N.A. (JPMCB)
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: Vice President

EXHIBIT D

ASSET CERTIFICATION

Please mark one item below.

Client understands that this certification shall be deemed to be a continuing certification until such time as Client shall notify JPMCB of any change.

☐ the Plan owns and invests on a discretionary basis securities less than $50 million

☒ the Plan owns and invests on a discretionary basis securities equal to or greater than $50 million, but less than $100 million

☐ the Plan owns and invests on a discretionary basis securities equal to or greater than $100 million

In determining the aggregate amount of eligible “securities” owned and invested on a discretionary basis, the following instruments and interests shall be excluded: securities issued by affiliates of the entity, bank deposit notes and certificates of deposits, loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

EXHIBIT E

SECURITIES LENDING DISCLOSURE

Description

Securities lending is a common industry practice. In the course of their normal securities business activities, brokerage firms and banks often need to borrow securities, for instance, to effect short sales. Through a lending agent, the borrowing firm provides cash or other collateral to the lender. The lender receives income consisting of the earnings on the cash collateral investments, net of a rebate received from or paid to the borrower and the lending agent fees.

JPMorgan Chase Bank, N.A. ("JPMCB") may implement securities lending within its commingled pension trust funds (a list of participating fund is available upon request). This activity is permitted by each fund's Declaration of Trust and does not affect an investor's right to withdraw from a commingled pension trust fund in accordance with normal redemption procedures. While securities are on loan, they continue to be reflected in the fund's daily net asset values, and the fund receive the benefit of any dividends, earnings or corporate actions attributable to these securities, though they give up the ability to vote proxies.

Intent of the Program

The expected benefit to the fund is increased annual returns from the incremental revenues (net of fees) generated by securities lending, although the actual benefit, if any, cannot be guaranteed or quantified in advance. This activity offers a way to capture the scarcity value of existing security positions, and in no way hinders the execution of a fund's stated investment strategies.

Lending Agent

The Investor Services unit of JPMCB is the securities lending agent for JPMCB's commingled pension trust funds and will receive a fee of up to 15% of the net earnings on each loan it makes. The net earnings from securities lending, minus the fees of the securities lending agent, will be received by the lending fund. In addition, JPMCB, as the securities lending agent for commingled pension trust funds, may enter into repurchase transactions in which the repurchase agreement counterparties use JPMCB as tri-party collateral agent (two banks provide this service to the overwhelming majority of banks and broker-dealers and JPMCB is one of those two banks). JPMCB receives a fee from these repurchase agreement counterparties. The revenue split of securities lending income does not apply to the fees JPMCB receives as tri-party collateral agent.

Risk Management

There are several types of risks associated with securities lending. With regard to the lending activity, there is default risk--the possibility that the borrowing firm does not satisfy its contractual obligation to return the borrowed security. Additionally, with regard to the reinvestment of cash collateral, there is investment risk-the possibility that the chosen investments will generate a lower-than-expected return or that the investment counterparty may default. JPMCB undertakes the following measures to insulate the funds from these risks:

The initial cash collateral provided by the borrower is required to equal between 102% and 105% of the value of any securities borrowed. Should the value of the collateral provided by the borrower fall below 100% of the fair market value of the loaned securities, the borrower will be required to provide sufficient additional collateral to return the value of the collateral to its original required level.

The list of eligible borrowers approved by JPMCB's Risk Management and Control Group includes only brokerage firms and banks whose financial strength, professionalism and reputation meet certain credit requirements. No JPMCB affiliate will be eligible to borrow any securities of a JPMCB commingled pension trust fund.

JPMCB has agreed to indemnify its commingled pension trust funds against a loss due to the bankruptcy or insolvency of a borrowing firm. In addition, JPMCB has agreed to indemnify the commingled pension trust funds against certain losses resulting from defaults by repurchase agreement counterparties.

The cash collateral held by JPMCB, the fund's trustee, custodian and securities lending agent, will be invested in repurchase agreements (using government securities as collateral) or government securities. For each lending fund, the average term of the collateral reinvestment portfolio will be matched to the average term of the loan portfolio. Eligible repurchase agreement counterparties must be approved by JPMCB's Risk Management and Control Group. JPMCB affiliates will not be eligible investment counterparties.

EquiLend

JPMCB, together with a group of leading financial services firms, joined to establish EquiLend. EquiLend operates a common electronic platform ("Platform") for the negotiation of securities lending and borrowing transactions, though EquiLend neither acts as a principal in any securities lending transaction nor guarantees any transaction executed through the Platform. JPMCB has a financial interest in the successful operation of EquiLend. JPMCB expects to use the Platform to transact securities loans on behalf of the commingled pension trust funds with other EquiLend participants that are approved borrower counterparties in the Program.

EquiLend has received an exemption from the Department of Labor (PTE 2013-05) permitting JPMCB (and other lending agents with equity interests in EquiLend) to use the Platform to lend ERISA plan assets. A copy of PTE 2013-05 is attached for your reference. Among other things, PTE 2013-05 permits participation in the Platform by an equity owner of EquiLend in its capacity as a securities lending agent for the plan, provided that certain conditions are met. JPMCB, as a securities lending agent with an equity interest in EquiLend, has a financial interest in the successful operation of EquiLend. As a securities lending agent participating in the Platform, JPMCB may provide to EquiLend securities lending data based on off-Platform securities lending transactions.

EXHIBIT F

AUTHORIZATIONS, REPRESENTATIONS AND WARRANTIES

Client hereby represents, warrants and agrees that to its knowledge:

(i) the Client, each employer maintaining the Plan (and such employer's affiliates), and, if any such employer is an entity that is privately owned, each person having a beneficial ownership interest in such employer (collectively, the "Plan Related Parties") and its Authorized Persons agree to provide any document or information requested by JPMorgan (whether as of the effective date of the Agreement or in the future) that JPMorgan requests in order for JPMorgan to comply with all applicable anti-money laundering statutes, rules, regulations, policies and consent orders;

(ii) all information documents provided to JPMorgan, including information documents regarding the identity of the Plan Related Parties provided or to be provided to JPMorgan are and will be accurate and complete;

(iii) none of the funds that the Plan has contributed, or will contribute, to the Account has been or will be derived, directly or indirectly, from any activity that contravenes any United States federal or any state or international laws and regulations, including anti-money laundering laws and regulations ("Prohibited Investments");

(iv) none of the Plan Related Parties is a country, territory, entity or individual named on an OFAC list;

(v) none of the Plan Related Parties is an individual or entity that resides or has a place of business in, or is organized under the laws of, a country or territory named on an OFAC list or which is designated as a non-cooperative country or territory by the Financial Action Task Force on Money Laundering ("FATF") or which is designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns or whose contributions to such Account have been or will be transferred from or through such a country or territory;

(vi) none of the Plan Related Parties is a "senior foreign political figure," or an "immediate family member" or "close associate" of a senior foreign political figure within the meaning of the Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption issued by the U.S. Department of Treasury and other federal agencies;

(vii) none of the Plan Related Parties is a "Foreign Shell Bank" within the meaning of the USA PATRIOT Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision and

(viii) JPMorgan may disclose information about the Plan Related Parties, any Authorized Person of the Plan and the Account, to any governmental, regulatory or judicial body, agency, authority or instrumentality with jurisdiction over JPMorgan or pursuant to any requirement under applicable law, rule, regulation, policy or consent order (collectively, the "Requirement") or to its affiliates, if JPMorgan, in its sole discretion, determines that such disclosure is required by such Requirement, including the relevant statutes, rules, regulations or consent orders concerning Prohibited Investments or in connection with management or compliance oversight or an internal audit function.

EXHIBIT G

ADDITIONAL TERMS AND CONDITIONS

1. Amendment to Section 10

Section 10 is hereby deleted and replaced with the following:

10. Liability. Client agrees that it shall be liable for all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB's reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client, or (iii) failure of the Client to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.

2. Amendment to Section 13

Section 13 is hereby deleted and replaced with the following:

13. *Applicable Law*. All questions arising hereunder shall be determined according to the laws of the State of Georgia (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan's investment in the Fund.

APPENDICES

Declaration of Trust

Fund Summary

PTE 2013-05

PTE 2003-24 (Proposed)

PTE 2003-24 (Final)

Excessive Trading Policy

ERISA Section 408(b)(2) Disclosure Statement

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 1/11/2017

Presenter: Denise Jordan

Item of Business: Georgia Association of Public Pension Trustees

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to provide a reminder regarding the 2017 trustee school and annual conference.

History/Background:
The Retirement Board has participated in GAPPT since its inception. Attendees have received valuable training and knowledge to apply while making decisions as a trustee. Three board members have completed advance courses to achieve the Certified Public Pension Trustee designation and three board members have completed the basic courses.

Facts & Issues for Consideration:
The 2017 training opportunities are as follows:

1. 4th Annual Trustee School: March 20-22, 2017 - Macon, GA
2. 8th Annual GAPPT Conference: September 11-14, 2017 - St. Simons Island, GA

Department Recommendation:
Please advise no later than January 27 if you plan to attend the Trustee School.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:
Retirement Plan A Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
GAPPT School Tentative Schedule	Backup Material

Fourth Annual Trustee School - Tentative Class Schedule
Georgia Association of Public Pension Trustees

12/16/16

Monday, March 20, 2017			
Session Time	Basic	Advanced	Continuing Education
7:30 am – 9:00 am	Registration / Breakfast		
9:00 am – 9:50 am	Plan Administration (1B)	Ethics and Fiduciary Responsibility (1A)	
9:55 am – 10:45 am	State Law (2B)	Building an Equity Portfolio (2A)	
10:45 am – 11:00 am	Morning Refreshment Break		
11:00 am – 11:50 am	The Markets, The Exchanges, The Fed (3B)	Manager Selection (3A)	Continuing Education Registration
11:55 am - 12:45 pm	Trustee Responsibility I (4B)	Alternative Investments (4A)	
12:45 pm – 1:45 pm	Break for Lunch		
1:45 pm – 2:35 pm	Trustee Responsibility II (5B)	Art of Rebalancing (5A)	Current Economic Climate I (Macro) (1CE)
2:40 pm – 3:30 pm	Pension Fundamentals I (6B)	Evaluating Manager Performance (6A)	Current Economic Climate II (Micro) (2CE)
3:30 pm – 3:45 pm	Afternoon Refreshment Break		
3:45 pm – 4:35 pm	Pension Fundamentals II (7B)	Actuarial Assumptions and their Impacts (7A)	Commission Recapture and Trading (3CE)
4:40 pm – 5:30 pm	Review Session	Review Session	Trends in Plan Design (4CE)
5:30 pm – 6:30 pm	Cocktail Reception		
6:30 pm – 9:00 pm	Hospitality Room & Study Hall		

Fourth Annual Trustee School - Tentative Class Schedule
Georgia Association of Public Pension Trustees

12/16/16

Tuesday, March 21, 2017			
Session Time	Basic	Advanced	Continuing Education
8:00 am – 9:00 am	Breakfast		
9:00 am – 9:50 am	Your Actuary (8B)	Active vs. Passive Management (8A)	Global Investing (5CE)
9:55 am – 10:45 am	Intro to Stocks (9B)	Managing Portfolio Risk I (9A)	Current Legal Climate and Legislative Environment (6CE)
10:45 am – 11:00 am	Morning Refreshment Break		
11:00 am – 11:50 am	Intro to Bonds (10B)	Managing Portfolio Risk II (10A)	Securities Litigation - Diving Deeper (7CE)
11:55 am - 12:45 pm	Your Consultant (11B)	International Investing (11A)	Adopting a Funding Policy (8CE)
12:45 pm – 1:45 pm	Break for Lunch		
1:45 pm – 2:35 pm	Basics on Developing an IPS (12B)	Creating an Effective IPS (12A)	Evolution of Smart Beta ETF's (9CE)
2:40 pm – 3:30 pm	Asset Allocation and Diversification, Rebalancing I (13B)	Finding Alpha (13A)	The Alternatives Market (10CE)
3:30 pm – 3:45 pm	Afternoon Refreshment Break		
3:45 pm – 4:35 pm	Asset Allocation and Diversification, Rebalancing II (14B)	Building a Bond Portfolio (14A)	Training the Investor's Brain (11CE)
4:40 pm – 5:30 pm	Review Session	Review Session	Managing Risk in Today's Investment World (12CE)
5:30 pm – 6:30 pm	Cocktail Reception		
6:30 pm – 9:00 pm	Hospitality Room & Study Hall		

Fourth Annual Trustee School - Tentative Class Schedule
Georgia Association of Public Pension Trustees

Wednesday, March 22, 2017			
Session Time	Basic	Advanced	Continuing Education
8:00 am – 9:30 am	Continental Breakfast		
8:30 am – 11:00 am	Basic Course Test	Advanced Course Test	
11:00 am – 12:00 pm	Program Committee Trustee School Recap Meeting		

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/10/2017

Presenter: Janeann Allison

Item of Business: Rehired Retirees

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to continue discussion about a Memorandum of Understanding as it relates to rehiring retirees.

History/Background:

Facts & Issues for Consideration:
Consider approving the Memorandum of Understanding

Department Recommendation:
Approval of Memorandum of Understanding

Department Director:
Janeann Allison

If funding is involved, are funds approved within the current budget?
No

Amount Requested:
n/a

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Memorandum of Understanding	Contract/Agreement/MOU

Memo of Understanding
Retirement Plan A Retiree Rehires

Intent: The Board's intent with this Memo of Understanding is to prohibit the rehire of a Plan A Retiree who would replace a Plan A Participant and therefore Plan A contributions to the Plan. The secondary intent to is to discourage early retirement (which is costly to the Plan) by prohibiting immediate rehire as a non-Participant.

A Plan A Retiree shall not be required to cease payment of their pension if rehired under the following circumstances:

1. A retiree may be rehired in a part-time non-plan A position if pension payments have been received for at least six months.

2. The City Manager may approve the rehire of a Retiree, with less than 6 months of receiving a Pension, for a part-time temporary position with work hours of 29 or under per week to fill a short-term Plan A or Plan B vacancy (up to 12 weeks) and/or to train a new Plan A or Plan B employee.

Required Notification to the Board: Prior to a Plan A retiree rehire, the Human Resources Office shall notify the Board Chairman and the City Clerk (the Board's Secretary). The Board's Chairman, within 3 business days, shall respond to the Human Resources Office with any questions or concerns. Such email notifications shall be retained in the employee and retiree file.

Such part-time employment by a rehired Retiree shall not be counted as Eligibility Service under the Plan and such Participant shall accrue no further benefits under the Plan during such part-time employment.

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/9/2017

Presenter: Janeann Allison

Item of Business: Retirements

Meeting Date: 1/17/2017

Purpose of Request:
To provide a report of new retirements and death benefits processed as of 12/15/2016.

History/Background:

Facts & Issues for Consideration:
New Benefit Payments processed as of 12/15/2016.

Department Recommendation:
To approve payments as presented.

Department Director:
Janeann Allison

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	1/17/2017 New Benefits Payment Report	Report

RETIREMENT PLAN A
1/17/2017 NEW BENEFITS PAYMENT REPORT

RETIREE BENEFICIARY		DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	AMOUNT	START DATE	SPOUSAL OPTION
1	Rider, Betty J.	HR	10/28/2016	Early		11/1/2016	
2	Staples, Dean	PD	11/30/2016	Early		12/1/2016	
3							
4							
5							
6							
	TOTAL						
	SPECIAL REPORTS						

RETIREE BENEFICIARY		DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	Amount	START DATE	
1	Bishop, Rhonda	DWR	10/31/2016	Early (deceased)		11/1/2016	

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/9/2017

Presenter: Janeann Allison

Item of Business: Disbursements

Meeting Date: 1/17/2017

Purpose of Request:
To provide a report of all disbursements since the last RPA Board meeting and to seek the Board's approval of the disbursements as presented.

History/Background:

Facts & Issues for Consideration:
Disbursements processed as of 12/14/2016

Department Recommendation:
To approve the disbursements as presented.

Department Director:
Janeann Allison

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
1/17/17 disbursement report	Cover Memo

RETIREMENT PLAN A 1/17/2017

DISBURSEMENT REPORT

	Employee Name	Department	Termination Date	Distribution Processed	Contributions
1	Wilson, Brady	FD	8/25/2015	10/19/2016	
2	Trevino, Juan Jr.	PD	9/29/2016	11/2/2016	
3	Ledford, Jason E.	DWR	10/7/2016	11/15/2016	
4	Trammell, April E.	HR	11/1/2016	11/15/2016	
5	Porter, Valerie A.	DWR	10/20/2016	11/15/2016	
6	Tomlin, Juliana D.	HR	10/14/2016	11/15/2016	
7	Booth, Michael	PD	9/9/2016	11/15/2016	
8	McMichael, Lee	CVB	10/24/2016	12/2/2016	
9	Page, Alicia	ADM	10/28/2016	12/2/2016	
10	Fuqua, Danny	DWR	11/23/2016	12/14/2016	
11	Aponte, Anthony	PD	12/2/2016	12/14/2016	
12	Roberts, Stacy	PD	12/2/2016	12/14/2016	
	TOTAL				**$274,275.35**

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 1/9/2017

Presenter: Denise Jordan

Item of Business: Minutes: November 8, 2016 Called RPA Meeting

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to allow the Board to approve the minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:
A draft copy of the minutes was distributed via email to the Board Members and Ex-Officio Members to review and submit comments/corrections.

Department Recommendation:
Approve the minutes accepting the edits as presented.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/9/2017

Presenter: Denise Jordan

Item of Business: Minutes: November 9, 2016 RPA Meeting

Meeting Date: 1/17/2017

Purpose of Request:
The purpose of this request is to allow the Board to approve the minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:
A draft copy of the minutes was distributed via email to the Board Members and Ex-Officio Members to review and submit comments/corrections.

Department Recommendation:
Approve the minutes accepting the edits as presented.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type