AGENDA

Gainesville Retirement Plan A Board Meeting
Tuesday, January 16, 2018, 2:00 PM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Chairman or Vice Chairman Presides

ORGANIZATIONAL MEETING:

• Election of Chairman	David Frazier
• Election of Vice Chairman	David Frazier
• 2018 Proposed RPA Board Meeting Calendar	Denise Jordan
• 2018 Proposed Retirement Plan A Budget	Matt Hamby
• Annual Review of Contractual Services	David Frazier / Denise Jordan
• Annual Review of Investment Policy	David Frazier

EXECUTIVE SESSION:

- Personnel Matters

REGULAR BUSINESS:

• Retirements	Janeann Allison
• Disbursements	Janeann Allison
• Option to Repay Contributions upon Reemployment Report	Janeann Allison
• Minutes: November 14, 2017 RPA Board Meeting	Denise Jordan
• December 6, 2017 Called RPA Board Meeting	Denise Jordan

NEW BUSINESS:

• RPA Information Sessions Follow Up Discussion	Tommy Hunt
• Early Retirement Penalty	Tommy Hunt
• 2018 GAPPT Trustee School	Denise Jordan

OLD BUSINESS:

• Results of the Actuarial Request for Information	Matt Hamby

ADJOURNMENT:

Final: Friday, January 12, 2018, 11:10 AM

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/10/2018

Presenter: David Frazier

Item of Business: Election of Chairman

Meeting Date: 1/16/2018

Purpose of Request:
Purpose of this request is to nominate/select a Chairman of the Board.

History/Background:
The duties of the Chairman are as follows:

- Preside over meetings
- Serve as the spokesperson for RPA business items
- Spokesperson with RPA service providers
- Prepares and/or signs various documents
- Approves agenda items
- Assist with Plan Document language interpretations
- Ensures business matters are properly addressed and/or resolved

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: 1/10/2018

Presenter: David Frazier

Item of Business: Election of Vice Chairman

Meeting Date: 1/16/2018

Purpose of Request:
Purpose of this request is to nominate/select the Vice Chairman of the Board.

History/Background:
The Vice Chairman assumes the duties of the Chairman during his/her absence and addresses other matters as assigned.

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: 1/10/2018

Presenter: Denise Jordan

Item of Business: 2018 Proposed RPA Board Meeting Calendar

Meeting Date: 1/16/2018

Purpose of Request:
The purpose of this request is to establish the meeting calendar for 2018.

History/Background:
The City Clerk serves as secretary to the governing body and Retirement Plan A Board. The annual meeting calendar is adopted after the governing body's calendar is established to avoid conflicts.

Facts & Issues for Consideration:
The Board should decide which meeting schedule works best considering pending and future discussions for the calendar year. The consultant is available to attend the February, May, August and November meeting dates as submitted.

Department Recommendation:
Adopt a meeting calendar for calendar year 2018.

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
2018 RPA Calendar Options	Backup Material

2018 RETIREMENT PLAN A CALENDAR

1

RPA
Tuesday
Administration Building
Board Room
300 Henry Ward Way

1	01/16/18
2	**02/13/18**
3	03/13/18
4	GAPPT School
5	04/10/18
6	**05/08/18**
7	06/12/18
8	07/10/18
9	**08/14/18**
10	09/11/18
11	GAPPT Conference
12	10/09/18
13	**11/13/18**
14	12/11/18

2

RPA
Tuesday
Administration Building
Board Room
300 Henry Ward Way

1	01/16/18
2	**02/13/18**
3	GAPPT School
4	04/10/18
5	**05/08/18**
6	06/12/18
7	07/10/18
8	**08/14/18**
9	GAPPT Conference
10	10/09/18
11	**11/13/18**
12	12/11/18

3

RPA
Tuesday
Administration Building
Board Room
300 Henry Ward Way

1	01/16/18
2	**02/13/18**
3	GAPPT School
4	04/10/18
5	**05/08/18**
6	06/12/18
7	**08/14/18**
8	GAPPT Conference
9	10/09/18
10	**11/13/18**

4

RPA
Tuesday
Administration Building
Board Room
300 Henry Ward Way

1	01/16/18
2	**02/13/18**
3	GAPPT School
4	**05/08/18**
5	**08/14/18**
6	GAPPT Conference
7	10/09/18
8	**11/13/18**

* Second Tuesday at 10:00 AM excluding January meeting.
** SEAS will attend on dates shown in bold print.

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 12/18/2017

Presenter: Matt Hamby

Item of Business: 2018 Proposed Retirement Plan A Budget

Meeting Date: 1/16/2018

Purpose of Request:
The purpose of this request is to review the proposed 2018 Retirement Plan A Budget.

History/Background:
This is the first year of a formalized budget for the Retirement Plan A board.

Facts & Issues for Consideration:
N/A

Department Recommendation:
N/A

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
2018 Proposed Retirement Plan A Budget	Attachments/Exhibits

GAINESVILLE RETIREMENT PLAN A

MISSION STATEMENT:

The mission of the Retirment Plan A Pension Board is to effectively manage and administer the Plan by promoting long term sustainability, Plan Participant confidence, Fund growth, an adequate funding level, Board education, and by maintaining a relevant, up-to-date Plan Document.

FY2018 GOALS & OBJECTIVES:

1. ***Promote Plan Participant confidence.***
* *Publish four newsletters*
* *Conduct four informational sessions with city departments*
* *Maintain a relevant, up-to-date Plan document*

2. **Long term sustainability**
* *Achieve Actuarial rate of return of 7.25%*
* *Achieve Large Retirement Plan status*
* *Achieve 100% Plan Funding within 25 years.*

3. ***Board education***
* *Achieve Basic GAPPT certification for all board members*
* *Board members attend continuing education*

PERFORMANCE MEASURES:

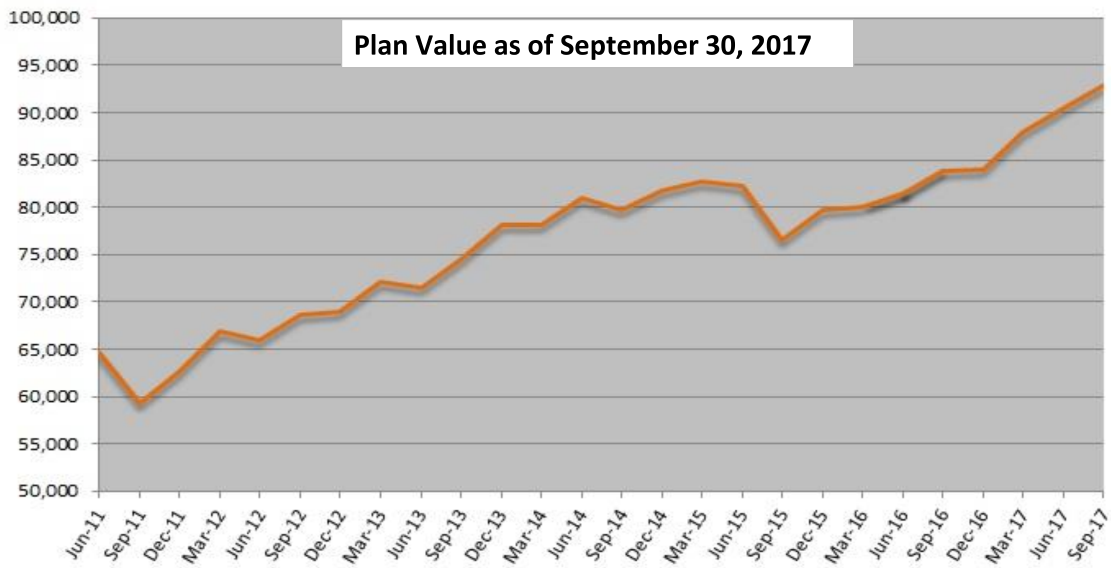
MEASURES		**ACTUAL**			**Thru 12/31**	**BUDGET**	
		FY2015	**FY2016**	**FY2017**	**FY2018**	**FY2018**	**FY2019**
Newsletters published		4	4	4	2	4	4
Informational sessions held		N/A	N/A	14	2	4	4
Actuarial rate of return (smoothed)		6.71%	5.92%	5.64%	N/A	6.04%	6.48%
Funding Status		64.76%	64.08%	63.31%	N/A	64.10%	65.80%
# of certified board members		N/A	N/A	3	6	7	7

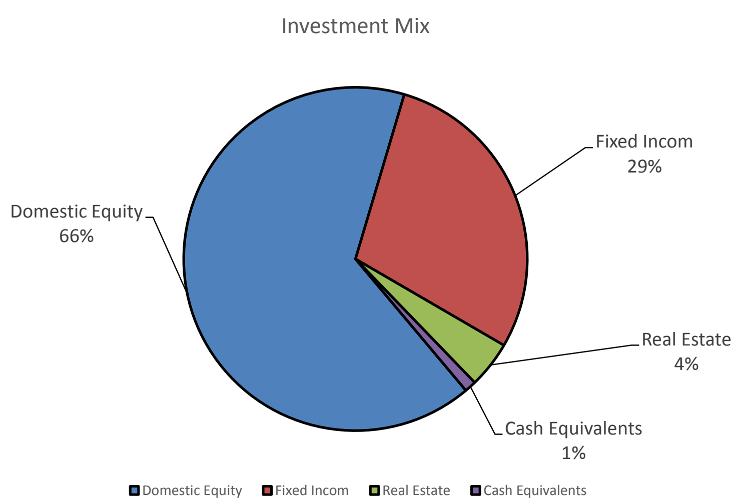
REVENUE SOURCES & ASSUMPTIONS

Contributions: Funds contributed by the plan participants and the City. (13.2% of payroll for Employee and City)

Investment Earnings: Earnings form the investments held in the plan. (Based on Market)

GAINESVILLE RETIREMENT PLAN A			
REVENUES	FY2017 ACTUAL	FY2018 ADJUSTED BUDGET	FY2019 BUDGET
EXPENDITURES			
Personal Services & Employee Benefits	-	-	53,342
Professional & Other Services	158,977	163,900	161,840
Supplies & Operating Charges	200	200	200
Investment Losses	-	-	-
Benefit Payments	-	-	-
Total Expenditures	159,177	164,100	215,382





GAINESVILLE RETIREMENT PLAN A

BUDGET REQUEST AND JUSTIFICATION FORM

	FY2017 ACTUAL	FY2018 ADJ BUDGET	FY2019 BUDGET	% CHANGE
REVENUES				
EXPENDITURES				
Personal Services & Employee Benefits	-	-	53,342	N/A
Professional & Other Services	158,977	163,900	161,840	-1.3%
Supplies & Operating Charges	200	200	200	
Investment Losses	-	-	-	N/A
Benefit Payments	-	-	-	N/A
Total Operating Expenditures	159,177	164,100	215,382	31.3%

Excess Revenues Over/

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget

Contributions
Explanation/Item: Amount

		-	Current Year Request:	$ -

Investment Gains
Explanation/Item: Amount

Assumes a 3% growth

		-	Current Year Request:	$ -

Miscellaneous Revenue
Explanation/Item: Amount

Class Actions

Current Year Request: $ -

TOTAL REVENUE $ -

PERSONAL SERVICES & EMPLOYEE BENEFITS

511100.001 -Full-Time Salaries and Wages - Regular Pay
Explanation/Item: Amount

Staff Salaries	40,002
Current Year Request:	$ 40,002

511300.002 -Over-time Full-Time - Premium
Explanation/Item: Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget

Police/Public Works/Technical Assistance with City events

Current Year Request: $ -

511100.002 -Full-Time Salaries and Wages - PTO Pay

Explanation/Item: Amount

Current Year Request: $ -

511100.003 -Full-Time Salaries and Wages - Holiday Pay

Explanation/Item: Amount

Current Year Request: $ -

511100.004 -Full-Time Salaries and Wages - Sick Pay

Explanation/Item: Amount

Current Year Request: $ -

511100.005 -Full-Time Salaries and Wages - Other Pay

Explanation/Item: Amount

Staff -

Pay Study Implementation Lumpsum -

Current Year Request: $ -

511100.006 -Full-Time Salaries and Wages - Special Pay

Explanation/Item: Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
			Current Year Request:	$ -

511150.001 -Part-time Salaries & Wages - Regular Pay

Explanation/Item:	Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
-	-	-	Current Year Request:	$ -

512100.000 -Group Insurance - Group Insurance

Explanation/Item:	Amount
Staff	7,280
Current Year Request:	$ 7,280

512700.000 -Workers' Compensation - Workers' Comp

Explanation/Item:	Amount
Allocation provided by Risk Management	200
Current Year Request:	$ 200

512200.000 -Social Security and Medicare - Social Security and Medicare

Explanation/Item:	Amount
Staff SS	-
Staff Medicare	580
Current Year Request:	$ 580

512900.001 -Other Employee Benefits - Uniforms

Explanation/Item:	Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
			Current Year Request:	$ -

512400.001 -Retirement Contributions - Plan A

Explanation/Item:

	Amount
Staff	5,280
Current Year Request:	$ 5,280

512400.004 -Retirement Contributions - Other

Explanation/Item:

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		Amount
-	-	-	Current Year Request:	$ -

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
-	**-**	**-**	TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 53,342**

PROFESSIONAL & OTHER SERVICES

523500.000 -Travel - Travel

Explanation/Item:

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		Amount
			GAPPT Conference Per diem & Mileage	1,000
			GAPPT Trustee School Per Diem & Mileage	600
			GAPPT Meetings	250
	1,493	1,500	Current Year Request:	$ 1,850

523700.000 -Education and Training - Education and Training

Explanation/Item:

	Amount
GAPPT Conference Registration (7)	1,750
GAPPT Conference Hotel (7)	4,000
GAPPT Trustee School Registration (7)	900
GAPPT Trustee School Hotel (7)	2,600

**FY17 Conference at legacy lodge, no lodging)

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget			FY2019 Budget
	5,064	6,000	Current Year Request:	$	9,250

523300.000 -Advertising - Advertising

Explanation/Item:

Item	Amount
RFP, RFQ & Bids	100
Board Meetings	240

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget			FY2019 Budget
			Current Year Request:	$	340

521200.002 -Professional Services - Legal

Explanation/Item:

Item	Amount
Morris, Manning and Martin	
City Attorney	

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget			FY2019 Budget
	5,651	6,000	Current Year Request:	$	-

Dues and Fees - Association Dues

Explanation/Item:

Item	Amount
GAPPT Memberships & Certifications	400

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget			FY2019 Budget
	340	400	Current Year Request:	$	400

Rent - Equipment - Rent - Equipment

Explanation/Item:

Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget			FY2019 Budget
			Current Year Request:	$	-

Other Purchased Services - Unspecified

Explanation/Item:

Item	Amount
Southeastern Advisory (Investment Consultant)	55,000
Segal (Actuary) (FY17 had a 5 year experience study)	70,000
Wells Fargo (Custodian)	25,000

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
	146,429	150,000	Current Year Request:	$ 150,000
-	**158,977**	**163,900**	TOTAL PROFESSIONAL & OTHER SERVICES	**$ 161,840**

SUPPLIES AND OPERATING CHARGES

Printing and Binding - Printing and Binding
Explanation/Item:

Item	Amount
Stationary, Envelopes, Misc. Items	200
Brochures, rack cards and posters	

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
	200	200	Current Year Request:	$ 200

Subscriptions and Publications - Subscriptions and Publications
Explanation/Item:

Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
			Current Year Request:	$ -

General Supplies and Materials - Postage and Freight
Explanation/Item:

Item	Amount
Newsletters	

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
			Current Year Request:	$ -

General Supplies and Materials - Office Supplies
Explanation/Item:

Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget

Current Year Request: $ -

Small Equipment - Non-Tagged Items

Explanation/Item: Amount

Current Year Request: $ -

Small Equipment - Tagged Items (at $1,000 to $5,000)

Explanation/Item: Amount

Retirement Manager

Current Year Request: $ -

Telephone / Internet - Telephone/Internet

Explanation/Item: Amount

Retirement Manager

Current Year Request: $ -

Other Purchased Items - Miscellaneous

Explanation/Item: Amount

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget

Current Year Request: $ -

Explanation/Item: Amount

Current Year Request: $ -

-	200	200	TOTAL SUPPLIES AND OPERATING CHARGES	$ 200

Investment Losses

Investment Losses
Explanation/Item: Amount

Current Year Request: $ -

-	-	-	TOTAL Investment losses	$ -

Disbursements

Benefit Payments
Explanation/Justification:
Itemization: Amount

Assumes a 5% growth -

FY2016 Actual	FY2017 Actual	FY2018 Adj Budget		FY2019 Budget
		-	Current Year Request:	$ -
-	-	-	TOTAL Disbursements	$ -
$ -	$ 159,177	$ 164,100	**TOTAL EXPENDITURES FOR DEPARTMENT**	**$ 215,382**

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/10/2018

Presenter: David Frazier / Denise Jordan

Item of Business: Annual Review of Contractual Services

Meeting Date: 1/16/2018

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 with service providers.

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

- The ***Actuarial Services*** contract with Segal Consulting ends June 30, 2018. The original contract was approved on May 2012 with an effective date of July 1, 2012.
- The ***Consulting Services*** contract is with Southeastern Advisory Services (SEAS). The date of the contract is October 2008.
- **Custodial Services** are provided by Wells Fargo. The contract was executed in March 2014.
- The ***Legal Services*** engagement letter with Morris, Manning & Martin LLP is dated August 2015.

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:

ATTACHMENTS:

	Description	Type
🗋	Segal Contract	Contract/Agreement/MOU
🗋	SEAS Contract	Contract/Agreement/MOU
🗋	Wells Fargo Custody Agreement	Contract/Agreement/MOU
🗋	Morris, Manning & Martin Engagement Letter	Contract/Agreement/MOU

SEGAL COMPANY PUBLIC SECTOR CONSULTING AGREEMENT

This Agreement between The Segal Company (Eastern States Inc) ("Segal"), a New York corporation and The City of Gainesville, Georgia (the "City") is entered into as of July 1, 2017.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES

Segal shall provide to the City the services described in the "City of Gainesville, Georgia Request for Proposal for Actuarial Services" dated June 6, 2007. The Proposal is annexed hereto as Exhibit "A" and shall be incorporated by reference as if fully set forth herein.

2. CHANGES IN SCOPE OF SERVICES

Any work requested by the City that is not included in Exhibit A, or any revisions of work requested by the City, shall be subject to a written agreement. Prior to performing any services not contemplated in the Proposal, the parties must reach agreement on the terms of the change(s) and signify their agreement in writing. Any such accepted change shall be attached hereto as an Exhibit to this Agreement.

From time to time, the City may request or Segal may propose in writing future services. If such proposal is accepted by the parties, then such additional services will be governed by the terms and conditions of this Agreement and any such proposal shall be attached hereto as an Exhibit to this Agreement.

3. RESPONSIBILITY OF CITY

A. Data Request. The annual actuarial valuation report, any required government filings and any required present value calculations and other reports or analyses of benefit and compensation programs require extensive data from the City. Segal will prepare a detailed data request outlining what is necessary to perform these services. Segal will also request the financial data required and any other data or information needed to complete its analysis, including a copy of the up-to-date plan provisions and any plan amendments. Data will be requested in a computer format compatible with Segal's computer system.

Upon receipt of the data, Segal will examine it for missing information and internal consistency. There may be additional fees based on hourly time charge rates to convert data not presented in the format requested and for the additional processing time required to reconcile data that contains errors, duplicate records or missing information.

B. Timely Provision of Information. City will ensure that its other professionals and vendors cooperate with Segal and provide the information requested or needed by Segal on a timely basis.

4. PAYMENT TERMS

A. Basic Annual Services. Segal's annual fee for providing the basic services described in Exhibit A will be as shown below, unless agreed to otherwise. Travel is included for up to two (2) meetings or trips annually. Additional meetings or trips will be billed at cost to the City. For each subsequent year of the contract, the fee will increase by 3.00% rounded down to the next $50.

Item	Fee
Annual City Valuation	$26,000
Employee Benefit Statements	$5,600

Routine expenses such as photocopying, telephone calls, facsimiles, mailing costs, and secretarial and word processing services are included in our fees. Unusual or unexpected expenses for the basic services will be discussed with the City and may be billed separately.

In the event we are required to spend significantly more time than anticipated because of circumstances beyond our control, we will inform you and bill separately for those services.

If this Agreement is terminated or authorized services or projects are suspended, Segal will be reimbursed for all time charges incurred to the date of termination or suspension, up to a maximum of the fee and travel expenses, incurred up to that date.

B. Supplemental and Specialized Consulting Services. Fees for Specialized Consulting Services and Supplemental Services generally will be charged on a time charge basis or, in some instances, may be charged on a project basis, upon written approval by the City. Segal will provide an estimate of such charges before the work is commenced. The time charges shall be based on Segal's time charge rates unless otherwise agreed to. Supplemental and Specialized Consulting Service charges will be billed monthly unless agreed to otherwise. Below are the current hourly rates for supplemental services. These are adjusted annually.

Professional Level	Hourly Rate
Principal/National Director/Lead Actuary	$475
Actuary/Senior Consultant/Technical Specialist	$425
Actuarial Associate/Consultant/Specialist	$345
Actuarial Assistant/Senior Analyst	$320
Analyst	$275
Assistant	$255

5. NON-APPROPRIATION

Funding for this Agreement between the City and Segal is dependent at all times upon the appropriation of funds by the organization authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

6. TERM OF AGREEMENT

This Agreement shall be effective for a period of one year with an effective date of July 1, 2017. The Agreement may be renewed for subsequent one year periods on the Anniversary of the Effective Date upon mutual agreement of the parties.

7. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on thirty (30) days written notice to the other party. Segal will continue to provide services hereunder to the effective date of any such termination and will cooperate with the City to provide for an orderly transition of the Services to the City at the time of any such termination. Notwithstanding the foregoing, in the event that the City is not current in the payment of Segal's invoices at the time that such notice is given, then Segal may choose not to provide Services during the aforementioned thirty (30) day period. Segal will render final billing to the City after the date of any such termination, and the City will pay the same in accordance with Section 4.

8. PROFESSIONAL STANDARDS

All Services will be performed by competent personnel with the care, skill, prudence and diligence under the circumstances that a prudent consultant would use in discharging its services and in accordance with applicable professional standards. If any element of the Services does not conform to the foregoing, Segal will re-perform such element in a manner that does conform, except that if such re-performance is impracticable, Segal will refund the fees allocable to such nonconforming element.

9. INSURANCE

During the term of this Agreement, and for so long thereafter as necessary to cover events occurring during such term and the consequences therefrom, Actuary shall maintain insurance protection as required under this agreement to include (1) General Liability, (2) Statutory Workers' Compensation, (3) Excess / Umbrella Liability and (4) Auto Liability in the amounts listed on **Appendix A**.

Notwithstanding the foregoing, Actuary shall also secure one or more insurance policies from insurer(s) with A.M. Best ratings (5) Professional Liability ("Error & Omission Insurance") with coverage of at least ($3,000,000) per occurrence and in aggregate during any single year, which such E&O Insurance covering all Actuary's officers, directors, owners, members, partners, employees and agents performing Services and rendering deliverables pursuant to this Agreement.

All policies, except for the Workers' Compensation and Professional Liability, shall cover the City of Gainesville and its officers, trustees, employees and retirement plan board members as additional named insured with respect to liabilities arising out Actuary's performance in connection with this Agreement. Actuary shall furnish certificates of insurance to the City of Gainesville, prior to the commencement of performance of Services hereunder, and shall be responsible for furnishing updated certificates as timely and appropriate.

10. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party and not to make any internal use of such material not required or permitted under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party. The information received by a receiving party will only be used by those of its employees, agents and consultants whose duties justify the need for access to the information provided and who have agreed to abide by the obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or

ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or

iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or

v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or

vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

vii) This Agreement shall be subject to The Open Records Act of the State of Georgia, O.C.G.A. §50-18-70, et seq.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

11. INDEPENDENT CONTRACTOR

Segal is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. No employee or representative of Segal will at any time be deemed to be under the control or authority of the City, or under the joint control of both parties. Segal is liable for all workers' compensation premiums and liability, and federal, state and local withholding taxes or charges with respect to its employees.

12. SUBCONTRACTORS

Any subcontractors to be utilized on this project will be subject to the City's approval.

13. NO ASSIGNMENT

This agreement may not be assigned by either of the parties without the written consent of the other party.

14. FORCE MAJEURE

Segal will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the City, major equipment failures, fluctuations or non availability of electrical power or telecommunications equipment, or other conditions beyond the control of Segal. If Segal's performance is delayed by force majeure, Segal will discuss the situation with the City and agree upon an extended period for performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate this Agreement and any Statements of Work thereunder. Segal will render a final billing to the City after the date of any such termination, and City will pay the same in accordance with Section 4.

15. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and does not confer any rights or privileges upon any third parties.

16. DISPUTE RESOLUTION

Notice. In the event that either party believes that the other party has not complied with its obligations hereunder, such party shall send written notice of such non-compliance to the other party. In the event that such other party does not cure such non-compliance within thirty (30) days of the date of such notice, then the party sending notice may avail itself of the terms of Section 7 above.

17. DAMAGES

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will either party, or any of their respective directors, officers, employees or agents, be liable for special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits or revenue, or claims for such damages.

18. CONFLICT OF INTEREST

Segal hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, Segal or its subcontractor is unable or potentially unable to render impartial assistance or advice to the City, or Segal's objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, Segal shall make a full disclosure in writing to the City of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal will continue performance of work under the agreement until notified by the City of any contrary action to be taken.

19. NON-DISCRIMINATION

Segal agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

20. AUDIT OF SEGAL'S FEES

Upon reasonable notice and during normal business hours, the City reserves the right to audit or cause to be audited Segal's books and accounts with respect to fees and expenses under this Agreement at any time during the term of this Agreement and for three years thereafter except for confidential or proprietary information or trade secrets of Segal or any third party.

21. NOTICES

All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed as set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

A. If to the City:	Mr. Bryan Lackey City Manager City of Gainesville 300 Henry Ward Way Gainesville, Georgia 30501
Copy to:	Abbott S. Hayes, Jr. City Attorney 300 Henry Ward Way Gainesville, Georgia 30501
	Denise Jordan, Retirement Plan A City of Gainesville 300 Henry Ward Way Gainesville, Georgia 30501
If to Segal:	Malichi S. Waterman Consulting Actuary 2018 Powers Ferry Rd. Suite 850 Atlanta, Georgia 30339-7200
B. Copy to:	Margery Friedman General Counsel The Segal Company 333 West 34th Street New York, NY 10001-2402

22. AMENDMENT OR MODIFICATION

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereunder.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

24. SEVERABILITY

The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.

25. BUSINESS ASSOCIATE AGREEMENT

The parties, if required by law, shall enter into a business associate agreement, which shall be annexed hereto as Exhibit B.

26. WAIVER OF DEFAULT

Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

27. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

This Agreement will be governed in all respects by the laws of Georgia, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. This Agreement shall be deemed and executed in Gainesville, Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws provisions. Segal hereby submits to the jurisdiction of the Superior Court of Hall County, Georgia and will obtain and maintain an agent for service of process in the State of Georgia.

28. DULY AUTHORIZED SIGNATURES

For the City:

The undersigned, Bryan Lackey, is City Manager of the City of Gainesville Retirement Plan A and as such has been duly authorized by the City to sign this Agreement on behalf thereof.

For Segal:

The undersigned Deborah K. Brigham is Vice President of Segal and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal to the provisions of this Agreement.
IN WITNESS THEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

APPROVED AS TO FORM

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

CITY OF GAINESVILLE

By: ______________________
Bryan Lackey
City Manager

Attest: Denise O. Jordan
Denise O. Jordan, City Clerk

CITY SEAL

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

THE SEGAL COMPANY (Southeast), INC.

August 4, 2017
Date

Deborah K. Brigham
By Deborah K. Brigham, Vice President + Actuary

Malichi Waterman
Witness
Malichi Waterman, Consulting Actuary

SEGAL 8

APPENDIX A

	VENDOR CLASSIFICATION CHECK APPROPIATE BOX	Licensed Professional Services (Actuary)
	Type of Insurance	
A	Commercial General Liability Each Occurrence	**1-See Below**
	General Liability	$ 1,000,000.00
	Personal & Advertising Injury	$ 1,000,000.00
	Medical Expense Any One Person	$ 5,000.00
	Damage to Rented Premises	$ 50,000.00
	General Aggregate	$ 2,000,000.00
	Products - Complete / Operations Aggregate	$ 1,000,000.00
B	Auto Liability - Incl BI and PD	**2 -See Below**
	Combined Single Limit per Accident	
	Any Auto	$ 1,000,000.00
	or	
	All Owned	$ 1,000,000.00
	All Hired	$ 1,000,000.00
	All Non-Hired	$ 1,000,000.00
C	Excess / Umbrella Liability	**3-See Below**
	Each Occurrence	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
D	Workers Compensation and Employers Liability	
	Each Employee	$ 1,000,000.00
	Each Accident	$ 1,000,000.00
E	Disability Benefits	
	Each Employee	Statutory
F	Other - Professional / Fiduciary Liability	$2,000,000.00
	or Errors and Omissions per Claim	
	Damage to others' property in your care	
	custody and control	$1,000,000.00
	Aggregate	$3,000,000.00
Opt	Owners and Contractors Protection	
	Each Occurrence	
	Aggregate	

APPENDIX A

	All Other Insurance As Required by Law	
	Gainesville City to be named as Additional Insured, Primary / Non-contibutory and waiver of subrogation on these coverage's	**All Lines Except WC**

1 The Per occurrence and Aggregate limits for specified should apply on a per location or per project basis - If you have questions or you are unsure please see Risk Manager

2 Automobile Liability Coverage is required IF an automobile is used in the execution of their contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance

3 Umbrella should follow form

AGREEMENT FOR INVESTMENT CONSULTING AND RELATED PERFORMANCE MONITORING SERVICES

THIS AGREEMENT entered into this 9th day of October, 2008 and retroactively effective from the 1st day of April, 2008 between **SOUTHEASTERN ADVISORY SERVICES, INC.**, a Georgia corporation, (hereinafter called "Consultant"), and the **CITY OF GAINESVILLE, GEORGIA RETIREMENT PLAN A BOARD OF TRUSTEES** (hereinafter called "Client").

WITNESSETH:

WHEREAS, Consultant is in the business of providing investment consulting and performance monitoring services; and

WHEREAS, Client is vested with the authority and responsibility for the investment and administration of the assets of the **City of Gainesville, Georgia Retirement Plan A** (hereinafter referred to as the "Plan") and;

WHEREAS, Client desires Consultant to provide investment consulting and performance monitoring services with respect to the Plan;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

A. THE CONTRACT DOCUMENTS

1. This agreement
2. Proposal from Consultant dated June 27, 2008, supplemental proposal information dated July 23, 2008 and July 31, 2008, and any other information provided by Consultant as part of the proposal process.

These form the contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

B. SERVICES OF CONSULTANT

Consultant shall provide the following services to Client as shown below:

1. Investment Policy/Guidelines Development and periodic review.
2. Measurement by Objective/Performance Analysis with quarterly written reports and oral presentations on a quarterly basis.

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 by the parties).
6. Quarterly performance report for all asset classes.
7. Asset Allocation Consulting / Modeling.
8. Meetings as may be requested.
9. Transactional Costs Analysis.

C. RESPONSIBILITIES OF CLIENT

Client agrees to provide or cause its accountants, trustees, investment managers and legal advisors to provide information regarding income, investment performance, and other pertinent matters relating to the Plan as requested by Consultant from time to time. Client, through its authorized representative, also agrees to communicate the Plan's needs and goals to Consultant and to keep Consultant informed of changes in Client's situation, needs and goals. Consultant shall not be required to verify any information obtained from Client, Client's or Plan's accountants, actuaries, trustees, investment managers and legal advisors and is expressly authorized to rely thereon.

D. CONFIDENTIALITY

All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Consultant is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Consultant to Client's investment manager and Client's attorney.

E. BASIS OF ADVICE

Client acknowledges that Consultant obtains information from a wide variety of publicly available sources and certain private sources. The advice provided by Consultant to Client is based upon its analysis of such information.

F. REPRESENTATIONS OF CONSULTANT

Consultant hereby represents that:

1. Consultant is not the Client's investment manager nor is Consultant in any way compensated by nor does Consultant have any affiliation with any Plan investment manager; and
2. Consultant will make all calculations according to the American Banking Institute method of calculating time-weighted rates of return.

F. FEES TO CONSULTANT

In consideration of the services rendered by Consultant, the Client shall pay fees as outlined in Exhibit A attached hereto. No extra work shall be paid for unless the Consultant obtains approval for the cost and scope, before the work is done, from an authorized representative of the Client.

H. MISCELLANEOUS

This Agreement shall be applicable only to the services individually prepared for Client. It shall not relate to any advice given by any person or persons not specifically designated by Consultant in writing to perform such services. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.

1. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreement, oral or written.
2. This Agreement may be amended or revised only by an instrument in writing signed by Client and Consultant.
3. Client acknowledges receipt of Consultant's Part II of SEC Form ADV at least 48 hours prior to entering into this contract. The client has the right to rescind this contract without penalty within five business days of its original execution.
4. The validity of this agreement and any of its terms, provisions, rights and duties of the parties hereunder, shall be governed by the laws of the State of Georgia.
5. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
6. This Agreement shall become effective upon execution.

7. Any action under this agreement shall be brought in Hall County, Georgia.

I. TERMINATION

Client shall have the right to terminate this Agreement at any time upon written notice to Consultant. Consultant may terminate this Agreement at any time on ninety (90) days written notice and charges, if any, for services completed will be prorated based on the total fees as set forth in Paragraph F.

J. INSURANCE

During the term of this Agreement, the Consultant shall pay for and maintain insurance as listed below:

(a) Comprehensive General Liability Insurance of at least $3 million dollars, Errors and Omissions Insurance of at least $3 million dollars. All of the foregoing policies shall provide that they may not be cancelled or modified without thirty (30) days prior written notice to the Board.

(b) The Consultant shall provide certification of said insurance prior to or at the time of executing this Agreement. The City of Gainesville, Georgia Retirement Plan A should be shown as an Additional Named Insured on all coverage. The Certificate Holder should read: City of Gainesville, Georgia Retirement Plan A, P O Box 2496, Gainesville, GA 30503.

IN WITNESS WHEREOF, the Client has signed duplicates hereof, and Consultant had caused its corporate name to be signed to said duplicates by its proper officers thereunder duly authorized on the day and in the year first above written.

SOUTHEASTERN ADVISORY SERVICES, INC.

By: John L Small
President

Address:
c/o Jeffrey Swanson, Senior Consultant
Twelve Piedmont Center
Suite 202
Atlanta, GA 30305

CITY OF GAINESVILLE, GEORGIA RETIREMENT PLAN A BOARD OF TRUSTEES

By: ______________________

Address:
c/o Ms. Denise Jordan, City Clerk
City of Gainesville, GA
P.O. Box 2496
Gainesville, GA 30503

EXHIBIT A – FEES TO CONSULTANT

In consideration of the services rendered by Consultant, the Client shall pay a base fee, billed quarterly in arrears, of 5 basis points per year. The asset-based fee will be payable quarterly, based on the estimated market value of the Plan assets as of the last business day of the previous calendar quarter, as determined by the Plan's custodian. Southeastern Advisory Services Inc. will submit quarterly invoices to the Client for one-fourth of the total per annum compensation due herein.

The consultant shall also be paid performance fees for meeting or exceeding investment goals. Performance fees shall be calculated annually based on the trailing one (1) year investment performance during each fiscal year ending June 30th. Southeastern Advisory Services Inc. will submit an annual invoice to the Client for any performance fees that are due. The performance fees shall be paid only when the Plan's performance meets or exceeds any of the following goals:

1. The consultant shall receive a fee of 1 basis point when the Plan meets or exceeds the "Target Index" as defined in the Plan's Statement of Investment Policy. The Statement of Investment Policy and Target Index may change from time to time and this performance fee shall be calculated based on the Target Index as determined by the Client and reflected in the current Statement of Investment Policy.

2. The Consultant shall receive a fee of 1 basis point when the Plan meets or exceeds the total return objective of 8.0%. Consultant will make all calculations according to the American Banking Institute method of calculating time-weighted rates of return.

3. The Consultant shall receive a fee of 1 basis point when the Plan's total return ranks at or above average when compared to a universe of other, similarly managed portfolios. The universe utilized shall be determined by mutual agreement between the Client and Consultant.

WELLS FARGO BANK, N.A.

CUSTODY AGREEMENT

This Agreement, made and entered into as of March 15, 2014, by and between Wells Fargo Bank, N.A. ("Wells Fargo"), and City of Gainesville, Georgia (the "Client") in regard to the custody of certain assets of the City of Gainesville Retirement Plan A.

Whereas the Client wishes to appoint a custodian to hold certain assets of the retirement plan pursuant to the direction of the Client.

Now, therefore, the parties hereto agree as follows:

1. Appointment and Acceptance. The Client hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as the custodian (the "Custodian") of certain assets of the City of Gainesville Retirement Plan A (the "Account"). The Account shall consist of those assets, which the Client notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.

2. Services of Custodian. The Custodian shall:

   2.1 Open and maintain a custody account in the name of the City of Gainesville Employees' Retirement Plan A and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from the Client or pursuant to the written direction of the Client from time to time for deposit to the Account. The Custodian shall not be responsible to collect or enforce collection of contributions to the Account.

   2.2 Act upon written direction from the Client or from investment managers as directed in writing by the Client.

   2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Client or duly appointed investment manager.

   2.4 Be responsible for the collection of investment income relating to the assets in the Account and providing for the daily investment thereof in accordance with the written direction of the the Client.

   2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.

   2.6 Deliver cash or securities as the Client may direct in writing.

   2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Employer or otherwise as the Client may direct in writing.

2.8 Send monthly to the Client an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.

2.9 With respect to valuation of assets held in the Account (including securities issued by the Client),

(A) Obtain the fair market value of publicly traded assets where such assets have a readily ascertainable market value.
(B) Rely on pricing direction received from the Client to the extent any securities are or become thinly traded and/or a readily ascertainable market value is not available.
(C) Rely on pricing direction received from the Client or its authorized agent for any non-publicly traded assets.

2.10 From time to time, on the written direction of the Client, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.

2.11 As a matter of convenience, the Custodian may include on its reports the value of assets for which it does not maintain custody, including but not limited to investments in common or collective funds not administered by the Custodian, limited partnerships, and unregulated investment funds ("Special Investment"). The Custodian may account for a Special Investment by means of "mirror image" recordkeeping in order to include the Special Investment's value on a composite statement for the Account that includes all of the Account's other investments. The Client directs the Custodian to report those assets solely as a recordkeeping item on the account statements. The Custodian is not responsible for the accuracy of the information provided by the asset's custodian or other source, and does not certify that any information provided by the custodian or other source is true or correct, notwithstanding any subsequent statement to the contrary regarding the Special Investment. The Client, to the extent allowed by law, agrees to indemnify and hold the Custodian harmless from any and all liability resulting from errors caused by inaccurate reporting, failure of the asset's custodian to provide accurate information, and other errors and omissions related to the information supplied to the Custodian by the asset's custodian or other reporting source.

3. Powers of the Custodian. The Custodian is authorized and empowered to:

3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Client or investment manager may direct in writing.

3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.

3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.

3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.

3.5 Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation for providing such services as such investment may be directed in writing by the Client.

3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Client or an agent of the Client. The Client understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.

4. Additional Rights and Duties of the Custodian.

4.1 Upon the reasonable prior written request of the Client, the Custodian shall promptly permit the Client, or its respective agents, employees or independent auditors, to examine, audit, excerpt, transcribe and copy, at the Client's expense, during the Custodian's normal business hours, any books, documents, papers and records relating to the Account or the assets.

4.2 The duties and obligations of the Custodian shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable except for its own negligence, misconduct or lack of good faith.

4.3 No provision of this Agreement shall require the Custodian to take any action which, in the Custodian's reasonable judgment, would result in any violation of this Agreement or any provision of law.

4.4 Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever (collectively "Speculative Damages"), including but not limited to lost profits, whether or not foreseeable, even if the Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought. The preceding sentence protecting Wells Fargo from Speculative Damages shall not abrogate or otherwise limit Wells Fargo's liability for actual damages resulting from its own negligence, misconduct or lack of good faith as noted in 4.2 above.

5. Indemnification. To the extent allowed by law, the Client agrees to reimburse, indemnify and hold the Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Custodian incurred or made arising out of or in connection with the performance of the Custodian's obligations in accordance with the provisions of this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the negligence, misconduct, or malfeasance on the part of the Custodian, its officers, agents or employees. The Custodian agrees to reimburse, indemnify and hold the Client harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Client incurred or made arising out of or in connection with the performance of the Client's obligations in accordance with the provisions of this Agreement. This indemnity does not extend

to any liability, loss, claim, damage or expense arising from the negligence, misconduct, or malfeasance on the part of the Client, its officers, agents or employees. The Client hereby acknowledges that the foregoing indemnities shall survive the resignation or discharge of the Custodian or the termination of this Agreement.

6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement as agreed from time to time in writing by the parties pursuant to the terms of a separate fee agreement. Such compensation and fees may be paid from the Account if not paid by the Client within thirty (30) days after the Custodian mails a written invoice to the Client.

7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the Custodian and the Client. It may be terminated at any time by either the Custodian or the Client upon thirty (30) days' written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, the Custodian shall deliver the assets of the Account to the successor custodian appointed by the Client and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Client or to the successor custodian. In the event that the Client fails to appoint a successor custodian within ninety (90) days following receipt of the Custodian's notice of termination, the Custodian may, in its sole discretion and at the expense of the Client, petition any court of competent jurisdiction for the appointment of a successor custodian or for other appropriate relief, and any such resulting appointment shall be binding upon all the parties.

8. Authorized Persons. The Client shall furnish to the Custodian a written certification of the names and specimen signatures of individuals authorized to communicate with the Custodian on behalf of the Account. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons, including Trustee(s), or any Investment Manager(s). Wells Fargo shall be fully protected in assuming that there has been no change until so advised by the Client.

9. Notices. Notice to the Custodian shall be directed and mailed as follows:

Monique Etheridge
Wells Fargo Bank, N.A.
Wells Fargo Institutional Retirement and Trust
I 360 Interstate North Parkway, Suite 500
Atlanta, GA 30339

Notice to the City of Gainesville Employees' Retirement Plan A shall be directed and mailed as follows:

City Clerk Denise Jordan
P.O. Box 2496
Gainesville, Georgia 30503

10. Written Direction. If a provision of this agreement requires that a communication or document be provided to the Wells Fargo in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if the Wells Fargo reasonably believes such communication or document has been signed, sent or presented (as applicable) by any person or entity authorized

to act on behalf of the Employer or Trustee. If this agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. Wells Fargo will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall Wells Fargo incur any liability in executing instructions from any person or entity authorized to act on behalf of the Employer or Trustee prior to receipt by it of notice of the revocation of the written authority of such person or entity.

11. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.

12. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.

13. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.

14. Governing Law. Arbitration will not be allowed for any actions under this Agreement. This Agreement will be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflict of laws provisions. The parties hereby submit to the jurisdiction of the Georgia Courts and Wells Fargo agrees to maintain a registered agent for service of process in the State of Georgia. The parties agree that any action brought against the other party arising out of or relating to this Agreement must be filed in the Superior Court of Hall County, Georgia, unless said Court does not have proper subject matter or personal jurisdiction over the action or parties.

15. Successors and Assigns. This Agreement shall bind the successors and assigns of the Client and shall bind the successors and assigns of the Custodian.

16. Effective Date. This Agreement shall be effective on March 15, 2014.

17. This Agreement consist of this Agreement, Separate Fee Agreement, Form(s), Licensor's Certificate of Insurance and Business License, and all modifications issued hereto and from the inception of this Agreement. These documents form the Agreement and all are as fully a part of this Agreement as if attached to this Agreement and repeated herein. A City of Gainesville Vendor Application Packet shall be completed and accepted by the City of Gainesville and shall remain current by the Licensor throughout the term of the Agreement.

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

Client: City of Gainesville, Georgia

APPROVED TO FORM

James E. Palmour III

James E. Palmour, III
City Attorney

By:
Its: City Manager

By: Denise O. Jordan
Its: City Clerk

CITY OF GAINESVILLE
GEORGIA
CHARTERED 1821

Custodian: WELLS FARGO BANK, N.A.

By: Monique Etheridge
Its: Vice President & Relationship Manager

July 21, 2015

Edmund Emerson III
(404) 504-7677
eemerson@mmmlaw.com
http://www.mmmlaw.com

VIA ELECTRONIC MAIL

Mr. David Frazier
Chairman
City of Gainesville Retirement Plan A Board
300 Henry Ward Way
Suite 300
Gainesville, GA 30501

Re: Engagement of Morris, Manning & Martin, LLP

Dear David:

Thank you for the opportunity to perform legal services for the City of Gainesville in connection with the Retirement Plan A Legal Services and such future matters that we mutually agree to undertake.

It is our practice to confirm in writing the terms of our engagement on behalf of each client and to explain the billing and payment arrangement with respect to our services. These terms are discussed in this letter and in the enclosed Statement of Client Policies, which we ask you to read carefully. The enclosed Statement of Client Policies is a part of this engagement letter and provides additional terms of our engagement. Please note that the Statement of Client Policies includes our agreement to arbitrate rather than litigate any claims or disputes relating to attorneys' fees.

I will be the primary day-to-day contact on this engagement. My discounted hourly rate for this engagement will be $425. My associates will be working on the file with me. Their discounted hourly rates will be $350 and $250. For this engagement, at least one of us will attend 2 Retirement Plan A Board meetings per year at no charge. If our engagement changes or we undertake new matters for you at your request, the terms set forth in this letter and the enclosed Statement of Client Policies will continue to apply.

After you have reviewed this letter and the enclosed Statement of Client Policies, please sign this letter to indicate your agreement to the terms of our engagement. Please return the signed copy of this letter to my attention via email at eemerson@mmmlaw.com or by fax at 404.365.9532 so that we may commence work. If you do not return a signed copy of this letter to us, but nonetheless request that we perform legal services, it is agreed that the terms of this letter and the enclosed Statement of Client Policies will govern our work.

Mr. David Frazier
City of Gainesville
July 21, 2015
Page 2

I appreciate the confidence you have placed in me and look forward to working with you. If you have any questions about our representation, please do not hesitate to call me.

Very truly yours,

MORRIS, MANNING & MARTIN, LLP

Edmund Emerson III

EEIII:cz
Enclosure

ACCEPTED AND AGREED this
18th day of August, 2015

CITY OF GAINESVILLE

By: Melody N. Marlowe
Name: Melody N. Marlowe
Title: Interim City Manager

FEIN: 58-6000581

Approved as to Form:

Tamer E. Palmer

City Attorney, City of Gainesville

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

ATTEST:

Denise O. Jordan

City Clerk, City of Gainesville

9555899 v1

STATEMENT OF CLIENT POLICIES

This Statement of Client Policies accompanies the engagement letter and sets forth other terms of our engagement.

OUR FIRM'S FUNCTIONS. We will perform legal services relating to the matters requested by you as modified from time to time by you or your authorized representative. We will assign personnel, including lawyers and legal assistants, as we determine to be necessary to perform our services for you. This Statement of Client Policies and our engagement letter will govern all services provided by us for you

If you are an entity, our representation of you does not include acting as counsel for any other entity, including any entity in which you hold equity or any of your direct or indirect subsidiaries, affiliates, parent entities, entities under common control with you, or other related entities, unless such additional representation is separately and clearly undertaken by us. Further, if you are an entity, our representation of you does not include acting as counsel for any of your direct or indirect equityholders, employees, officers, directors, family members or other related persons (together with your direct or indirect subsidiaries, affiliates, parent entities, entities under common control with you, or other related entities, your "Affiliates"). If you are an individual, our representation of you does not include acting as counsel to any of your family members or any trusts or other entities in which you directly or indirectly own equity or other interests unless we have an engagement letter with each such family member or entity. For purposes of this Agreement, the term "Affiliate" shall mean (i) any such entity in which you hold equity or any of your direct or indirect subsidiaries, affiliates, parent entities, entities under common control with you, (ii) any of your direct or indirect equityholders, employees, officers, directors, family members or other related persons and (iii) your family members or any trusts or other entities in which you directly or indirectly own equity or other interests. For instance, from time to time in the course of our engagement, we may be asked to review certain issues that may affect your officers, directors, managers, partners, family members or other Affiliate and to give advice with respect to such matters. Although we may review these issues and may be compensated for these services, this does not constitute our undertaking to represent any of these persons individually. If, in the future, we mutually agree to expand our representation to include any Affiliates, it is agreed that the terms, conditions and consents contained herein shall apply to such representation(s).

Please be advised that our firm does not provide accounting or financial advisory services, and we specifically disclaim any obligation to advise you of the accounting treatment or financial results related to our representation. We recommend that you obtain accounting and financial advice from licensed professionals in those fields.

Unless otherwise agreed in writing, our representation of you is not opened ended and shall terminate when we stop performing legal services on a particular matter.

CLIENT'S FUNCTIONS. You agree to pay us on a timely basis for the performance of our legal services and to pay all expenses incurred in connection with those services. Unless otherwise agreed in writing, you agree that payment for our services and expenses is not contingent on the outcome of the case, the closing of the transaction, or the funding of the client. You also agree to provide all information that is reasonably available to you to aid us in representing you.

AUTHORIZATION AND DECISION-MAKING. You authorize us to take all actions that we deem advisable on your behalf in performing services for you. We shall exercise our independent professional judgment in our representation of you, including the latitude to grant or request extensions of a reasonable duration without advance permission. We agree to notify you of significant developments and to consult with you in advance regarding significant decisions relating to those developments. Nothing shall divest us of our rights under Georgia law to the work product created by our lawyers.

FEES. Our fees for services rendered are based primarily on the hourly rates in effect for each lawyer and legal assistant. Timekeeping is approximate and is not precise. Upon request, we will furnish our current schedule of hourly billing rates. Our fees will begin to accrue when we first provide advice or other legal services, without regard to the date of, or your execution of, our engagement letter.

Hourly rates are adjusted at least annually, usually effective on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We generally issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let us know at any time if more detailed information is needed on our invoices.

EXPENSES. In addition to fees for legal services rendered, you agree to pay for costs and expenses incurred in connection with our representation of you. Our firm's costs and expenses may reflect, in some cases, amounts in excess of our direct costs (e.g., a portion of administrative costs allocated to the charge). Such costs and expenses include, but are not limited to, electronic discovery vendors, photocopies, long-distance telephone calls and faxes, courier services, postage, court reporters, recording, filing and certification costs and fees, overtime clerical assistance, expert advice and expert witnesses, Lexis, Westlaw, Information America or other computer database searches, patent, trademark, trade name and other searches, and docketing charges. Upon your prior authorization, you authorize us to retain and agree to pay the fees and expenses of those other persons or entities that we engage to perform necessary services, if any. You authorize us to direct these service providers to render statements for their services directly to you or to us.

FEE DEPOSITS. Any "retainer" or fee deposit made to our firm, whether at the inception of the engagement or at any other time, (collectively, "Fee Deposit") (a) may be deposited, in our sole discretion, into any of our firm's accounts (*e.g.*, general account, escrow account, operating account, etc.), at any time and from time to time, and (b) may be applied by us, in whole or in part, (i) to the final statement for fees and expenses, or (ii) in our sole discretion, to satisfy current invoices (immediately upon invoice issuance) or any past due invoices. If we request that you replenish or increase the Fee Deposit balance, you agree to do so immediately upon our request, and we reserve the right to suspend services until the Fee Deposit is so replenished or increased

TYPE OF BILLING STATEMENT. Generally, unless otherwise agreed, we will send you a monthly statement of our fees and expenses; however, our failure to send you a monthly statement from time to time will not affect your obligation to pay our fees and expenses. At your option, such statement may be generalized or detailed. The generalized statement will indicate total fees for legal work performed and the total expenses incurred for the period covered. In the alternative, the statement will show the attorney or legal assistant who worked on the matter, the services performed, the estimated time incurred on the service rendered (to the nearest 10th of an hour), the total fee amount, and total expenses due.

PAYMENT. You agree to pay in full each statement for services rendered and expenses incurred no later than 60 calendar days following the date of any statement. You agree to the amount of the statement unless you object in writing within 30 days of its receipt. We reserve the right to add a charge of 1.5 percent (1.5%) per month for any statement that is not paid within 60 days. Such charge will begin to run on the 61st day following the date of the statement and continues to the date of the payment in full.

ESTIMATES. From time to time you may ask us for estimates of fees and expenses for the services that we will perform. We will provide such estimates, but we cannot guarantee that the actual fees and costs will not be higher than the estimated amounts because legal matters often involve unexpected issues and developments that take time and effort to resolve. We always strive to provide our services on a basis that is reasonable under the circumstances. At your request, we will discuss with you the progress of any matter and the costs incurred and anticipated to be incurred.

CONFLICTING ENGAGEMENT. In the course of representing multiple clients, we may withdraw from representing any of the multiple clients to the extent such withdrawal would be permitted or required under the Georgia Rules of Professional Conduct of the State Bar of Georgia or any other applicable ethics or court rules.

USE OF MMM LOGO. You agree not to use the Morris, Manning & Martin, LLP logo or service mark or list Morris, Manning & Martin, LLP as your counsel in any marketing efforts, website, presentation materials, or otherwise, without our express written permission.

CLIENT FILES. After our engagement has concluded and upon payment of any amounts you owe our firm, you may request the return of your files. We may make copies of the materials and you agree to pay the copying charges. If you do not request a return of your files, we will retain your files for four (4) years and we reserve the right after that time to dispose of your files.

TERMINATION OF REPRESENTATION. You may terminate our representation at any time; however, you agree in the event of such termination to pay us, within 30 days of our request, any amounts you owe our firm through the date of termination and in the course of effecting the transition of your representation to other counsel. You agree to give us timely written notification of such termination.

We may withdraw from representing you at any time subject to the reasons permitted or required under the Georgia Rules of Professional Conduct of the State Bar of Georgia or any other applicable ethical rules or court rules. We may also withdraw from the representation of you if our statements are not timely paid. We will notify you in writing of our withdrawal. In the event of such withdrawal, you agree to pay us within 30 days following such withdrawal for all legal services rendered and expenses incurred.

TRANSITION UPON TERMINATION. Upon termination of this representation for any reason, either by you or by us, we agree to cooperate with any successor counsel designated by you in order to accommodate a smooth transition of the representation. However, to the extent that any fees for legal services rendered or expenses incurred remain unpaid, we may assert our attorneys' lien to the extent provided by law.

DISPUTE RESOLUTION. We further agree that any claim, dispute, or controversy arising from our representation of you which relates to our right to attorneys' fees and/or related expenses, regardless of the amount, may be submitted for meditation or to the State Bar of Georgia Fee Arbitration Program ("Program") for resolution as agreed to by both parties, and we both agree to be bound by the result.

MORRIS, MANNING & MARTIN, LLP

PRIVACY NOTICE
AND
NOTICE OF INFORMATION PRACTICES

Morris, Manning & Martin, LLP and its affiliates listed at the end of this Notice (collectively, the "Firm ") respect you and your right to privacy. We want you to know about our Firm's policies and procedures for protecting the privacy of your nonpublic personal information that we receive, and your rights regarding such information.

This Notice explains our policies and practices as of July 1, 2001, regarding the nonpublic personal information about individuals who are clients of the Firm contained in our records in accordance with the Gramm-Leach-Bliley Act ("GLBA") and the Privacy of Consumer Financial Information Regulation promulgated by the Federal Trade Commission pursuant to GLBA. Furthermore, as you may know, the Firm and its lawyers are required under state bar ethics rules to maintain the confidentiality of our clients' confidences. We reserve the right to amend, modify or supplement our privacy policy at any time in accordance with applicable law. If we make changes to our privacy policy we will provide you with a copy of a revised Notice as required by applicable law. This Notice applies to individuals who are current and former clients of the Firm to whom we provide or have provided personal tax advice, personal tax return preparation services, or real estate settlement services.

This Notice and Privacy Policy described herein do not apply to your relationships with other financial services providers that are not affiliated with the Firm, such as your accountant, financial advisors or other lawyers or law firms that may represent you. Their privacy policies and information practices govern how they collect, use and disclose information about you.

1. What Kind of Information We Collect About You

We collect nonpublic personal information about you from the following sources:

- Information provided by you directly to us, such as your address, social security number, income, expenses, assets and liabilities; and
- Information that we receive from nonaffiliated third parties, such as your accountant, financial advisors, and lender.

2. What We Do With Information We Collect About You

We may disclose information about you to our affiliates and use that information for purposes related to our providing services to you. Generally, we will not disclose the nonpublic information about you in our records to any organization not affiliated with the Firm without your prior authorization. However, as required or permitted by law, we may disclose your information in our records to certain nonaffiliated third parties. For example, the Internal Revenue Code, as well as certain rules and regulations promulgated thereunder, require us to disclose to the Internal Revenue Service, payments that are made to you in certain types of real estate transactions in which we perform services and, subject to our ethical obligations to preserve our client's confidences under state bar rules and to rules applicable to the discovery of attorney-client privileged communications and attorney work product, we may be required to disclose certain information about you in response to a subpoena or other discovery request made in a litigation matter.

3. Who Has Access To Your Information In Our Records

We maintain appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your nonpublic personal information contained in our records. Access to such information is restricted to individuals who need to know the information to service your account or to provide products and services to you. We will educate our employees about the terms of this Notice and the importance of confidentiality and consumer privacy. Employees who gain unauthorized access to your nonpublic personal information in our records or otherwise violate our privacy policy will be subject to our disciplinary process, which may include termination of employment.

The Firm's Privacy Notice and Notice of Information Practices is provided on behalf of the following companies:

Morris, Manning & Martin, LLP
Dogwood Title and Abstract Co.

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/10/2018

Presenter: David Frazier

Item of Business: Annual Review of Investment Policy

Meeting Date: 1/16/2018

Purpose of Request:
The purpose of this request is to determine if the Investment Policy needs to be updated.

History/Background:
The last investment policy was adopted on August 8, 2017 with a June 30, 2017 effective date.

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:

ATTACHMENTS:

Description	Type
Investment Policy	Policy

INVESTMENT POLICY STATEMENT

Purpose:
The purpose of this policy is to establish guidelines related to the investments of the Plan with the greatest expected investment return, and the resulting positive impact on asset values, funded status, and benefits, without exceeding a prudent level of risk.

Additional Authority:

Georgia Code Title 47
Retirement Plan A Plan Document

Scope:
Applies to Retirement Plan A Board

Responsible Party:
Retirement Plan A Chair

POLICY

I. Policy Statement

The Board of Trustees (the "Board") of the City of Gainesville Employees' Retirement System Plan A (the "Plan") has established this Statement of Investment Policy (the "Policy"). This Policy has been identified by the Board as having the greatest expected investment return, and the resulting positive impact on asset values, funded status, and benefits, without exceeding a prudent level of risk. The Board determined this Policy after evaluating the implications of increased investment return versus increased variability of return for a number of potential investment policies with varying commitments to stocks and bonds.

This Policy is intended to complement the investment guidelines provided in all Title 47 of the Georgia Code and any local ordinances. The purpose of this Statement is to:

A. Provide the investment manager a more accurate understanding of the Trustees' investment objectives and,

B. Indicate the criteria by which the investment manager's performance will be evaluated.

II. Procedure

A. Georgia Law Compliance

All investments permitted under the Policy shall be subject to the Georgia Public Retirement Systems Investment Authority Law, Georgia Code Section 47-20-80 *et seq.*, and all investment managers shall invest Plan assets only in authorized investments permitted by such Law. Generally, any restrictive provision in this Policy will be based upon market value instead of historical cost as to individual security positions and asset allocations amongst common stocks, fixed income and cash reserves. However, pursuant to Georgia Code Section 47-20-82(c), any investment limitation under the Public Retirement Systems Investment Authority Law based upon the amount of the Plan's assets is determined on the basis of the assets' aggregate historical cost.

B. Investment Manager Selection and Responsibilities

1. The Board, supported by the Investment Consultant, shall select appropriate money management experts to invest Plan assets. This selection process shall include the creation of specific search criteria by the Board and the Investment Consultant. Completion and documentation of the due diligence review of potential candidates, as well as the interview process, will be performed by the Investment Consultant. Candidates must pass an on-site due diligence review before contracts are signed.

2. Investment managers must meet the following minimum criteria:

   a. Registered Investment Advisor as defined in the 1940 Investment Advisors Act or be a qualified bank or insurance company affiliate.
   b. Provide historical quarterly performance data that complies with the parameters established in each search and the investment strategy under consideration.
   c. Demonstrate financial and professional staff stability and provide requisite historical company information.

3. Investment managers shall have the following duties and responsibilities:

   a. Within the guidelines and restrictions set forth herein, it is the intention of the Board to give the investment manager full investment discretion, with respect to assets under its management. The investment manager shall discharge its responsibilities in the same manner as it would if the Plan were governed by the fiduciary responsibility provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Although the Board acknowledges that ERISA does not apply to a governmental plan, it hereby imposes the fiduciary provisions of ERISA upon the investment manager whose performance shall conform to the statutory provisions, rules, regulations, interpretations and case law of ERISA. The investment manager shall acknowledge, in writing, that it is a named fiduciary of the Plan with respect to the assets under its management.

b. The investment manager is expected to provide any reasonable information requested by the Board. At a minimum, each manager shall provide a quarterly report detailing their investment activity, the portfolio's current value, and any changes in investment philosophy or strategy.
c. The investment manager is expected to meet with the Board at least once per year. A designated representative will meet with the Board, as requested.
d. Unless otherwise provided by the Custodian, the investment manager will monitor portfolio activity to minimize un-invested cash balances.
e. The investment manager shall be responsible only for those assets under its management.
f. It will be the responsibility of the investment manager to review the monthly valuations provided by the Custodian and to note, in writing, any significant discrepancies from the valuations provided in their own reports.

C. General Objectives

The primary investment objective of the Plan is to achieve the absolute return objective (as defined below). The secondary objective is to achieve moderate long-term real growth of the assets while minimizing the volatility of returns.

To achieve these objectives, the Board seeks to create a conservative, well diversified and balanced portfolio of asset classes managed in separate account, mutual funds, or commingled funds. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the stated investment guidelines.

D. Investment Objectives

Investment objectives are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk. Most investment styles require a full market cycle to allow an investment manager to demonstrate his abilities. A full market cycle is generally defined as a three to five-year time period. As a result, performance objectives will be measured over three to five year periods. Monitoring shorter periods may be used to determine the trend of performance premiums or deficiencies.

The specific investment objectives of the Plan are as follows:

1. Absolute Return Objective: The goal of the Plan shall be to achieve an average annual rate of return greater than **7.25%** over the longer term. This absolute return objective will be evaluated in the context of the prevailing investment market conditions.

2. Market Return Objective: In order to provide a reference of fund return and risk relative to a similar basket of passive assets, the Board has developed a "Target Index". The Plan's objective is to achieve a rate of return over the long term (3 to 5 years), which exceeds the return of a Target Index.

The Target Index is defined as a **45%** investment in the Russell 1000 Stock Index, a **10%** investment in the Russell 2000 Stock Index, a **5%** investment in the Consumer Price Index plus 3.0% (CPI+3.0%), a **5%** investment in the NCREIF property index and a **35%** investment in the Bloomberg Barclays Aggregate Bond Index.

3. Peer Return Objective: It is expected that the total rate of return earned by the Plan and the returns earned by the stock and bond portions of the portfolio will each rank above in the top 50% when compared to a representative universe of other, similarly managed portfolios.

4. Volatility: The volatility of the Plan's total returns is expected to be similar to that of the Target Index and will be evaluated accordingly.

The above investment objectives have been established for the entire Plan. The specific investment objectives for each investment manager will be outlined in addenda to this overall Policy.

E. Asset Allocation

The Board has established investment guidelines for the Plan with the intention of complying with the investment restrictions of Title 47 of the Georgia Code. To implement this strategy, the Board has chosen to hire one or more professional investment managers, mutual funds or commingled funds. Specific assignments and additional guidelines for each investment manager will be outlined in addenda to this overall Policy. The Board has adopted the following asset allocation structure for the Plan:

Target Allocation				**Stated Benchmarks**
Large Cap Domestic Equity	45%			Russell 3000 / 1000
Small-Mid Cap Domestic Stock	10%			Russell 2000 / 2500
Total Equity	***55%***			
Fixed Income Absolute Return	35% 5%			Bloomberg Barclays Bond Benchmarks CPI+3%
Real Estate	5%			NCREIF Property Index
Total Fixed Income & Equivalents	***45%***			
Cash	0%			T-bills

Because the financial markets are dynamic, the Board recognizes that a rigid asset allocation would be both impractical and, to some degree, undesirable under various possible market conditions. Therefore, the allocation of the Plan's total assets may vary from time to time, without being considered an exception to this Policy.

F. Investment Guidelines

In accordance with the policies established by the Board, the assets of the Plan that may be managed in separate account shall be invested in a diversified portfolio of investments including mutual funds, commingled funds, equity, fixed income, and money market securities, provided they meet the following criteria:

1. Total Equity Limitations

    a. Investments in equity securities (or funds representing equity exposure) shall be limited to no more than **55%** (at cost value) of the Plan's total asset value. Pursuant to Section 47-20-82(c) of the Georgia Code, any investment limitation based upon the Plan's assets shall relate to such assets on the basis of the assets aggregate historical cost. Should the Plan become out of compliance with this guideline, there shall be a two-year period granted to come into compliance; provided, however, that during such one-year period, the Plan shall not increase the percentage of its assets invested in equity securities [Georgia Code Section 47-20-84(c)].
    b. Total investments in equity securities (or funds representing equity exposure) shall be limited to no more than **70%** (at market valuation) of the Plan's total asset value. This Board-imposed guideline will trigger rebalancing of the portfolio whenever the total equity securities or equity funds exceed this allowable market limitation. Pursuant to Title 47 of the Georgia Code, investment limits are determined at historical cost. However, in order to control portfolio risk and diversification, it is the Board's intention to rebalance the assets based on market valuation.

2. Investment Guidelines for Separate Account Equity Management

    a. No more than **20%** of the equity securities are to be invested in small or mid-cap stocks (SMID). Small and mid-cap stocks are defined as those companies whose market capitalization is less than $2 billion dollars.
    b. Direct Investment in Micro-cap stocks are prohibited. Micro-cap stocks are defined as those securities with market capitalization less than $100 million dollars [Georgia Code Section 47-20-83(a)(1)]. Any security held in separate account whose market capitalization falls below $100 million dollars should be sold at the earliest beneficial opportunity.
    c. Direct investment in equity investments shall be limited to fully and easily negotiable equity securities.
    d. No more than **5%** at cost value of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer.

e. Direct investment in shares of stock in those corporations whose stock has been publicly traded for less than one year are limited to **15%** of the equity portfolio.
f. Equity securities may be managed through the purchase of open-ended mutual funds or commingled funds permitted by Georgia Code Section 47-20- 83(23) and (24). The Board implicitly accepts the policy of a mutual fund or commingled fund when it makes a direct investment. When mutual funds or commingled funds are utilized, the Board shall endeavor to select those funds that, in aggregate, comply with the guidelines herein.

3. Investment Guidelines for Separate Account Fixed Income Management

a. The fixed income portfolio shall comply with the following guidelines:
(1) The average credit quality of the bond portfolio shall be **"A"** or higher.
(2) The duration of the fixed income portfolio should be less than **135%** of the duration of the market index. The market index is defined as the Bloomberg Barclays Aggregate Bond Index.
b. Direct investments in all corporate fixed income securities shall be limited to:
(1) Those obligations listed as investment grade or higher by a nationally recognized rating agency [Georgia Code Section 47-20-83(a)(1)]. The Board defines investment grade as those securities rated "BAA" or higher by Moodys' or "BBB" or higher by Standard & Poor's rating services. Fixed income securities, which are downgraded below the minimum rating, shall be sold at the earliest beneficial opportunity. In the case of split ratings, the higher rating shall apply.
(2) Securities issued by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
(3) No more than **5%** at cost of an investment managers' total fixed income portfolio shall be invested in the securities of any single corporate issuer.
c. Collateralized Mortgage Obligations (CMOs) shall be limited to **15%** of the market value of the investment managers' total fixed income portfolio. Residential private security CMOs are prohibited. Agency CMOs may be purchased without restriction up to the **15%** limitation.
d. Futures contracts may be used on a non-levered basis for duration adjustment and yield curve positioning purposes.
e. There is no limit imposed on investments in fixed income securities issued directly by the United States Government or any agency or instrumentality thereof.
f. Fixed income securities may be managed through the purchase of open-ended mutual funds or commingled funds. The Board implicitly accepts the policy of a mutual fund or commingled fund when it makes a direct investment. When mutual funds or commingled funds are utilized, the Board shall endeavor to select those funds that, in aggregate, comply with the guidelines herein.

4. Cash Equivalent Securities

a. The investment manager may invest only in the following short-term investment vehicles:
   (1) The money market or STIF provided by the Plan's custodian.
   (2) Direct obligations of the United States Government with a maturity of one year or less.
   (3) Commercial Paper with a maturity of 270 days or less that is rated A-1 or higher by Standard & Poor's or P-1 or higher by Moody's.
   (4) Bankers Acceptances issued by the largest 50 banks in the United States (in terms of total assets).

5. Mutual Funds / Comingled Funds

The Board, supported by the Investment Consultant, may also select mutual funds and commingled funds and collective investment trusts permitted by Georgia Code Section 47-20- 83(23) and (24). The Board recognizes and accepts that commingled and mutual fund investments will be dictated by the investment policies, guidelines and private placement memorandums of those funds and that no additional constraints may be imposed on them. The decision to make a direct investment in any fund vehicle will only be made by the Board after a thorough review of the policies of the governing documents of those funds and after it has been determined that those policies are appropriate and materially consistent with the investment objectives. Accordingly, the investment restrictions enumerated herein for separate account portfolios do not apply to any portfolios managed in commingled or mutual fund structure.

6. Investment Guidelines for Real Estate Managers

a. Generally, investments in domestic real estate may only be made through investments in REITs permitted by Georgia Section 47-20-83(22), mutual funds, commingled funds and collective investment trusts permitted by Georgia Code Section 47-20-83(24).
b. Real estate investments shall be made through participation in diversified commingled funds of domestic real properties. These funds shall be broadly diversified as to property type and geography.
c. Investments in such real estate investments shall not exceed **20%** (at market valuation) of the value of the total Plan assets.
d. Experienced and professional real property investment managers shall manage all real estate investments.
e. All investment managers for real estate investments shall adhere to the restrictions imposed by Georgia law.

7. Prohibited Securities

Only those derivative securities expressly described herein are permissible. Venture capital, trading on margin and short selling are prohibited unless otherwise stated in an investment managers' addendum to this Policy.

8. Review of Policy

It is the intention of the Board of Trustees of the City of Gainesville Employees' Retirement System Plan A to review this Policy and its addenda periodically to amend it to reflect any changes in philosophy or objectives. However, if at any time the investment manager believes that the specific objectives defined herein cannot be met or that these guidelines unnecessarily constrict performance, the Board shall be so notified in writing.

8-12-17

Chairman, Board of Trustees
City of City of Gainesville Employees' Retirement System Plan A

Date

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/4/2018

Presenter: Janeann Allison

Item of Business: Retirements

Meeting Date: 1/16/2018

Purpose of Request:
To provide a report of new retirement benefits processed as of 01/04/18.

History/Background:

Facts & Issues for Consideration:
New benefit payments processed as of 01/04/18.

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
Q1 18 Retirement Report	Backup Material

RETIREMENT PLAN A
1/16/18 NEW BENEFITS PAYMENT REPORT

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	AMOUNT	START DATE	SPOUSAL OPTION
1	Law, Marlita	PD	8/28/2017	Normal Retirement		9/1/2017	N
2	Henderson, Matthew	DWR	10/6/2017	Normal Retirement		11/1/2017	Y
3	Britte, Joseph G.	PD	11/30/2017	Early		12/1/2017	N
	TOTAL				**$ 11,173.60**		
	This report covers Q4 2017 and Q1 2018						
	SPECIAL REPORTS						

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	Amount	START DATE	
1							
2							
3							
4							
	TOTAL						

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/4/2018

Presenter: Janeann Allison

Item of Business: Disbursements

Meeting Date: 1/16/2018

Purpose of Request:
To provide a report of all disbursements since September 2017 and to seek the Board's approval of the disbursements as presented.

History/Background:

Facts & Issues for Consideration:
Disbursements processed since September 2017.

Department Recommendation:
To approve the disbursements as presented.

Department Director:
Janeann Allison

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
	Disbursement Report	Report

RETIREMENT PLAN A 1/16/18

DISBURSEMENT REPORT

	Employee Name	Department	Termination Date	Distribution Processed	Contributions	Vested	Death Benefit	Lump Sum	Rollover	Lump Sum & Rollover
1	Swift, Haley	DWR	7/21/2017	9/20/2017						
2	Ramos, Jerry	HR	9/1/2017	9/14/2017						
3	Collier, Phillip	PW	8/31/2017	9/20/2017						
4	McDaniel, Karen	HR	9/8/2017	9/21/2017						
5	Buffington, Jordan	PD	9/20/2017	10/4/2017						
6	Russell Jr., Allen Robert	PD	9/29/2017	10/20/2017						
7	Finney, Kevin	DWR	8/15/2016	10/20/2017						
8	Samples, Nicholas	DWR	10/6/2017	10/31/2017						
9	Bryan, Brandon	PD	10/15/2017	11/7/2017						
10	Galvan, Graciela	PD	11/2/2017	11/29/2017						
11										
	TOTAL				**$121,948.21**					

This report quarter 4 2017 and Quarter 1 2018

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 1/4/2018

Presenter: Janeann Allison

Item of Business: Option to Repay Contributions upon Reemployment Report

Meeting Date: 1/16/2018

Purpose of Request:
To provide Board with Option to Repay Contributions upon Reemployment updates.

History/Background:

Facts & Issues for Consideration:
1.Kelly Olson was rehired on 7/31/17 and has until 7/31/18 to repay contribution.
2.Arlinda Hopwood was rehired on 7/3/17 and has until 7/3/18 to repay contributions.
3.Eddie Martinez was rehired on 2/13/17 and has until 2/13/18 to repay contributions.
4. April Trammell was rehired on 9/11/17 and has until 9/11/18 to repay contributions.
5. Brian Buffington did not repay contributions by the deadline of 3/15/17.
6. Mark Adams did not repay contributions by the deadline of 11/9/16.

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

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 1/8/2018

Presenter: Denise Jordan

Item of Business: Minutes: November 14, 2017 RPA Board Meeting

Meeting Date: 1/16/2018

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

History/Background:
A draft copy of the minutes was distributed via email to the Board Members and Ex-Officio Members to review and submit comments/corrections.

Facts & Issues for Consideration:

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
David Frazier, Chairman

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: 1/10/2018

Presenter: Denise Jordan

Item of Business: December 6, 2017 Called RPA Board Meeting

Meeting Date: 1/16/2018

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

History/Background:
The draft minutes were distributed via email to the Board Members and Ex-Officio Members to review and provide comments/corrections.

Facts & Issues for Consideration:

Department Recommendation:
Approve the minutes accepting 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: 1/6/2018

Presenter: Tommy Hunt

Item of Business: RPA Information Sessions Follow Up Discussion

Meeting Date: 1/16/2018

Purpose of Request:
Board Member Tommy Hunt to present employee concerns and questions brought to his attention during the information sessions.

History/Background:
Board Member Tommy Hunt presented 15 information sessions across all City Departments. During those sessions a few concerns were raised. Mr. Hunt desires the opportunity to bring this information to the Board's attention.

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

AGENDAREQUEST

Date Submitted: 1/6/2018

Presenter: Tommy Hunt

Item of Business: Early Retirement Penalty

Meeting Date: 1/16/2018

Purpose of Request:
The purpose of this request is to ask the Actuary to provide the Board with costs involved with reducing the penalty for early retirement for the Plan A2 and A3 tiers.

History/Background:
This was brought to my attention by several non-vested employees. They believe the penalty of 5% is too high and have asked me to bring it before the Board.

Facts & Issues for Consideration:
A written motion with further detail for consideration will be provided at the meeting.

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:

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 1/11/2018

Presenter: Denise Jordan

Item of Business: 2018 GAPPT Trustee School

Meeting Date: 1/16/2018

Purpose of Request:
The purpose of this request is to provide information about the upcoming GAPPT (Georgia Association of Public Pension Trustees) training in Macon scheduled for March 19 - 22, 2018, to provide the timeline for receiving required information and confirm who will attend.

History/Background:

Facts & Issues for Consideration:

Planning schedule:

- 01/31/18 - Last day to confirm attendance
- 02/13/18 - TAF available for signatures
- 02/23/18 - Approved TAF returned to Clerk's Office
- 02/26/18 - TAF processed in New World
- 03/09/18 - Travel packets available for release

Department Recommendation:

Department Director:
David Frazier

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

Amount Requested:

Source of Funds:
Retirement Plan A Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
2018 GAPPT School Itinerary	Backup Material

Georgia Association of Public Pension Trustees - Fifth Annual Trustee School			
Monday, March 19, 2018			
Session Time	**Basic**	**Advanced**	**Continuing Education**
9:00 am - 10:00 am	**Basic/Advanced Course Registration and Breakfast**		
10:00 am - 10:50 am	**Day in the Life of a Trustee** (1B & 2B) **Jeff Boucek,** Segal Marco Advisors, **Tim Milligan**, GA Firefighters' Pension Fund, *Moderator:* **Peggy Taylor**, Atlanta Capital Management	**Ethics and Fiduciary Responsibility** (1A) **Angela Nixon,** Benefits Law Group	
10:55 am - 11:45 am		**Creating an Effective Investment Policy Statement** (2A) **Jon Breth,** AndCo Consulting	
11:45 am - 12:00 pm	**Morning Refreshment Break**		**Continuing Education Course Registration**
12:00 pm - 12:50 pm	**Trustee Responsibility** (3B) **Kathy Solley,** Nelson Mullins	**Actuarial Assumptions and Their Impacts** (3A) **David Harris,** Nyhart	
12:50 pm - 1:45 pm	**Lunch**		
1:45 pm - 2:35 pm	**Georgia State Law & Public Pensions** (4B) **David Will,** GA Firefighters' Pension Fund	**Building an Equity Portfolio** (4A) **Grant Duncan,** Brandes	**Economic and Investment Update** (1CE) **TBD**
2:40 pm - 3:30 pm	**Plan Administration** (5B) **Scott Baur,** Resource Centers	**International Investment Options** (5A) **Viraj "Raj" Patel,** Fiduciary Trust	**Alternatives for Managing Unfunded Liability** (2CE) **Eric Atwater,** Aon Hewitt
3:30 pm - 3:45 pm	**Afternoon Refreshment Break**		
3:45 pm - 4:35 pm	**Your Actuary** (6B) **Ed Koebel,** Cavanaugh Macdonald	**Active and Passive Investing: Understanding the Differences** (6A) **Greg White,** Investment Performance Services	**The Most Important Things to Ask Your Investment Manager and Consultant at EVERY Meeting** (3CE) **Brian Monroe,** Sawgrass
4:40 pm - 5:30 pm	**Basics on Developing an Investment Policy Statement** (7B) **Tom Nolte,** BMO Global Asset Management	**Building a Bond Portfolio** (7A) **Ryan O'Malley,** Sage Advisory	**(Third Party Administrator Session-TBD)** (4CE) **Darrell Thompson,** Foster & Foster
5:30 pm - 6:30 pm	**Cocktail Reception**		
6:30 pm - 8:00 pm	**Hospitality Room and Study Hall**		

Tuesday, March 20, 2018			
Session Time	**Basic**	**Advanced**	**Continuing Education**
8:00 am - 9:00 am	**Breakfast**		
9:00 am - 9:50 am	**Pension Fundamentals** (8B) **Harold Small,** FiduciaryVest	**Challenges and Opportunities in Alternative Investments** (8A) **Ian Janacek,** Gavion **Jim Meynard,** WP Global	**Current Legal Climate and Legislative Environment** (5CE) **Ed Emerson,** Morris, Manning & Martin
9:55 am - 10:45 am	**Your Consultant** (9B) **Scott Owens,** Graystone Consulting	**Manager Selection** (9A) **Allison Corbally,** Public Financial Management	**Current Updates and Trends in Securities Litigation: A Panel Discussion** (6CE) **Don Broggi**, Scott + Scott **Rhonda Cavagnaro**, Saxena White
10:45 am - 11:00 am	**Morning Refreshment Break**		
11:00 am - 11:50 am	**The Markets, The Exchanges, The Fed** (10B) **David Griffin,** Atlanta Retirement Partners	**Evaluating Manager Performance** (10A) **John Krimmel,** NEPC	**Real Estate Session (TBD)** (7CE) **Jaclyn Weinman**, J. P. Morgan
11:55 am - 12:45 pm	**Introduction to Stocks** (11B) **Brian Casey,** Cohen & Steers Capital Management	**Attributes of Rebalancing** (11A) **Chad Smith,** Morgan Stanley	**Disability: Understanding the Process** (8CE) **Ed Emerson,** Morris, Manning & Martin **Davy Godfrey,** City of Marietta
12:45 pm - 1:45 pm	**Lunch**		
1:45 pm - 2:35 pm	**Introduction to Bonds** (12B) **Beth Baron,** Richmond Capital	**Managing Risk** (12A) **Kweku Obed,** Marquette Associates	**Disaster Planning: How to Prepare Your Plan for the Unimaginable** (9CE) **Bob Milie,** City of Savannah **Michaela Thompson,** GA Ports Authority
2:40 pm - 3:30 pm	**Asset Allocation, Diversification and Rebalancing** (13B) **Peggy Taylor,** Atlanta Capital Management	**Finding Alpha** (13A) **Mike Dirstine,** Amundi Pioneer	**Georgia Senate on Venture Capital** (10CE) **Lisa Calhoun,** Valor Ventures
3:30 pm - 3:45 pm	**Afternoon Refreshment Break**		
3:45 pm - 4:35 pm	**Introduction to Alternatives** (14B) **Valentine Whittaker**, SchroderAdveq	**Defined Contribution Session (TBD)** (14A) **Kay Heyel,** AndCo Consulting	**The Cost of Returns: An In-Depth Look at Institutional Investment Fees** (11CE) **Brian Smith,** Callan
4:40 pm - 5:30 pm	**Basic Course Review Session**	**Advanced Course Review Session**	**A Conversation with Your Colleagues** (12CE) **Charlotte Cagle,** City of East Point **Mike Ludwiczak**, Gwinnett County **Morgan Wurst**, GA Firefighters' Pension Fund
5:30 pm - 6:30 pm	**Cocktail Reception**		
6:30 pm - 8:00 pm	**Hospitality Room and Study Hall**		

Wednesday, March 21, 2018			
Session Time	Basic	Advanced	Continuing Education
7:30 am - 9:30 am	Continental Breakfast		
8:00 am - 10:00 am	Basic Course Test	Advanced Course Test	
10:00 am - 11:00 am	Program Committee Trustee School Recap Meeting		

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 12/27/2017

Presenter: Matt Hamby

Item of Business: Results of the Actuarial Request for Information

Meeting Date: 1/16/2018

Purpose of Request:
Review of the Actuarial Request for Information Results

History/Background:
It was determined that a Request for Information was needed to evaluate our current level of actuarial service and current pricing to ensure that we are still in line with other actuarial service providers.

Facts & Issues for Consideration:

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