GAINESVILLE

Retirement Plan A Meeting Agenda
Tuesday, August 23, 2022, 10:00 AM
Administration Building, Board Room
300 Henry Ward Way
Chairman or Vice Chairman Presides

UPDATES

- Election — LaDana Bruce

EXECUTIVE SESSION

REGULAR BUSINESS

- Approve Authorized Signers — Denise Jordan
- Distribution of Contributions Report
- New Benefits Report
- SEAS Contract Renewal
- Minutes from June 7, 2022 Meeting — LaDana Bruce

NEW BUSINESS

- GAPPT Rate Change
- Reitree Appointment — Tommy Hunt

PRESENTATIONS

REPORTS

- Segal Updates-Jeff Swanson

ADJOURNMENT

Final:

Retirement Plan A
2023 Election Calendar

This election period will address the following positions:

- **Department of Water Representative-Danny Ingram**
- **Retiree Representative-Vacant**
- **All Employee Representative-Tommy Hunt**
- **Police Department Representative – Margaret Johnson**

The calendar is as follows:

TASK	IMPORTANT DATES
First day for nominations	9/6/2022
Last day for nominations	9/27/2022
Qualified Candidates Posted	10/3/2022
Absentee Voting Period	10/10/2022-10/17/2022
Advance Voting Downtown Conference Room Location TBD Time TBD	10/24/2022
Election Location TBD Time TBD	11/1/2022

Dates to conduct a Run-off Election will be provided if applicable.

Nominations may be submitted by qualified participants enrolled in the Plan as of September 6, 2022. Qualified participants entering Retirement Plan A on or after the first day of Absentee Voting will not be eligible to vote. *Proper identification must be shown during Advance and Election Day voting*. Qualified participants submitting Absentee Ballots must sign the Electors Oath issued with the ballot.

Questions regarding the election process should be submitted to LaDana Bruce, Retirement Manager, via email to lbruce@gainesvillega.gov or Extension 4940.

Posted:

cc: Administrators – Police and Fire Departments
Official Bulletin Board
Departmental Bulletin Board
Gainesville.org/employees

GAINESVILLE

CITY OF GAINESVILLE

Retirement Plan A Agenda Request

Item Created:	July 28, 2022
Date Submitted:	July 28, 2022
Final Approval Date:	August 22, 2022
Presenter:	Denise Jordan, City Clerk
Item of Business:	Approve Authorized Signers
Meeting Date:	August 23, 2022

Purpose of Request:
The purpose of this request is to present and approve updated authorized signers for Retirement Plan A.

Facts & Issues / History & Background:
The form was updated to include an authorized signer for contracts. This will bring clarity to this responsibility.

Department Recommendation:
Adopt the authorized signers list as presented.

Department Director:

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. Authorized Signers Checklist 2018-04-10
2. Authorized Signer Form 2022

CITY OF GAINESVILLE RETIREMENT PLAN A

Authorized Signers Checklist

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

SIGNATURE	[illegible]	[illegible]	Janeann Allison	Karen Rojas	[illegible]
Date	4-10-18	04-10-18	4-10-2018	4.10.2018	4-13-18

KEY

X Full priviledge to authorize transaction

** Inquiry priviledge only

Signatures and levels of authorization were approved on April 10, 2018 **and remain in effect until further notice.**

Denise O. Jordan

Denise Jordan, City Clerk/Secretary to the Board

4/17/18

Date

CITY OF GAINESVILLE RETIREMENT PLAN A

Authorized Signers Checklist

Duties/Task	City Manager Bryan Lackey	Board Chairman Tommy Hunt	Chief Financial Officer Jeremy Perry	Administrative Services Director Janeann Allison	Retirement Manager LaDana Bruce	Payroll Specialist Jennifer Horner
Benefits Payments	N/A	X	X	X	**	**
Distributions (Refunds)	N/A	X	X	X	**	**
Quarterly Management Fee Payments	N/A	X	X	X	**	**
Wires and Transfers	N/A	X	X	X	X	X
Insurance Changes	N/A	X	X	X	X	X
Execute Contracts	X	N/A	X	N/A	N/A	N/A

SIGNATURE						
Date						

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

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

LaDana Bruce, Retirement Manager

Date

CITY OF GAINESVILLE

Retirement Plan A Agenda Request

Item Created: August 18, 2022

Date Submitted: August 19, 2022

Final Approval Date: August 22, 2022

Presenter:

Item of Business: New Benefits Report

Meeting Date: August 23, 2022

Purpose of Request:
To provide a report of new retirement benefits processed between 06/01/2022 - 07/31/2022.

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. New Benefits Report to the Board 8-23-2022

RETIREMENT PLAN A
NEW BENEFITS PAYMENT REPORT
June 7, 2022

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION				SERVICE	
				TYPE	AMOUNT	START DATE	SPOUSAL OPTION	Years of Service	TOTAL - CREDITED (Includes Conv Sick)
2	Kenneth Green	CED	6/9/2022	Normal	[redacted]	7/1/2022	No	15.9	15.9
3	Joel Altherr	DWR	6/10/2022	Normal		7/1/2022	No	15.1	15.1
4	Joe Morrow	DWR	6/27/2022	Normal		7/1/2022	No	15	15
				Total	$ 6,477.82				

SPECIAL REPORTS

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION				
				TYPE	Amount	START DATE	SPOUSAL OPTION	
1	James Thompson		6/19/2022	Deceased	N/A			(No Spousal Benefit)

CITY OF GAINESVILLE

Retirement Plan A Agenda Request

Item Created: August 19, 2022

Date Submitted: August 19, 2022

Final Approval Date: August 22, 2022

Presenter:

Item of Business: SEAS Contract Renewal

Meeting Date: August 23, 2022

Purpose of Request:
Review/renew SEAS contract

Facts & Issues / History & Background:
See changes noted on redlined document attached.

Department Recommendation:

Department Director:
Janeann Allison

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. GV SEAS Agreeement 10-9-08

AGREEMENT FOR INVESTMENT CONSULTING AND RELATED PERFORMANCE MONITORING SERVICES

THIS AGREEMENT entered into this ___ day of ______________, 2022 and retroactively effective from the 1st day of July, 2022 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 a fiduciary under applicable law with respect to the Plan for the services provided pursuant to the terms of this Agreement.
2. Consultant is an investment adviser registered with the Securities Exchange Commission as defined in the Investment Advisers Act of 1940, as amended.
3. 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
4. Consultant will make all calculations according to the American Banking Institute method of calculating time-weighted rates of return.

G. 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 $1 million dollars, Errors and Omissions Insurance of at least $1 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: ___________________________

Address:
c/o Jeffrey Swanson, President
190 Ottley Drive NE Ste B2A
Atlanta, GA 20224

CITY OF GAINESVILLE, GEORGIA RETIREMENT PLAN A BOARD OF TRUSTEES

By: ______________________________

Address:
c/o Ms. LaDana Bruce, Retirement Manager
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 8 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.

C: Gainesville GA Contract Revised 2022

AGREEMENT FOR INVESTMENT CONSULTING AND RELATED PERFORMANCE MONITORING SERVICES

THIS AGREEMENT entered into this ___ day of ______________, 2022 and retroactively effective from the 1st day of July, 2022 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").

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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 a fiduciary under applicable law with respect to the Plan for the services provided pursuant to the terms of this Agreement.
2. Consultant is an investment adviser registered with the Securities Exchange Commission as defined in the Investment Advisers Act of 1940, as amended.
3. 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
4. Consultant will make all calculations according to the American Banking Institute method of calculating time-weighted rates of return.

G. FEES TO CONSULTANT

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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 $1 million dollars, Errors and Omissions Insurance of at least $1 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.

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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.	**CITY OF GAINESVILLE, GEORGIA RETIREMENT PLAN A BOARD OF TRUSTEES**
By: _________________________	By: ____________________________
Address: c/o Jeffrey Swanson, President 190 Ottley Drive NE Ste B2A Atlanta, GA 20224	Address: c/o Ms. LaDana Bruce, Retirement Manager City of Gainesville, GA P.O. Box 2496 Gainesville, GA 30503

Deleted: Senior Consultant

Deleted: Denise Jordan, City Clerk

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EXHIBIT A – FEES TO CONSULTANT

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C: Gainesville GA Contract Revised 2022

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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:¶

¶

<#> 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. ¶

¶

<#>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. ¶

¶

<#>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.¶

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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.

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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.

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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: [signature] 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: [signature]

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.

CITY OF GAINESVILLE

Retirement Plan A Agenda Request

Item Created:	August 22, 2022
Date Submitted:	August 22, 2022
Final Approval Date:	August 22, 2022
Presenter:	LaDana Bruce, Retirement Manager
Item of Business:	Minutes from June 7, 2022 Meeting
Meeting Date:	August 23, 2022

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

Facts & Issues / History & Background:
Draft minutes were distributed via email to the Board and Ex-Officio Members for comments/corrections .

Department Recommendation:
Adopt the minutes accepting edits as presented.

Department Director:
Janeann Allison

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. RPA Minutes 6-7-2022

BOARD MEMBERS PRESENT: Tommy Hunt, Danny Ingram, Jordan Green, Denise Jordan, Margaret Johnson, Jason Justice (via Zoom)
EX-OFFICIO MEMBERS PRESENT: Jeremy Perry, Janeann Allison
EX-OFFICIO MEMBERS ABSENT: Bryan Lackey
OTHERS PRESENT: LaDana Bruce

Chairman Tommy Hunt called the meeting to order at 10:03 AM and served as the presiding officer.

PRESENTATIONS:

Portfolio Update and Rebalancing
Jeff Swanson joined the meeting via Zoom to present the Quarterly Performance Report. Jeff recommended that we raise $5,000,000 for capital calls.

Motion to accept the recommendation to rebalance by increasing the Receipts and Disbursement account ($5,000,000), decreasing the Allspring Growth fund ($2,000,000), decreasing the PIMCO Investment Grade fund ($2,000,000) and decreasing the PIMCO Total Return fund ($1,000,000) as presented.

Motion made by Jordan Green
Motion seconded by Margaret Johnson
Votes favoring the motion: Green, Johnson, Hunt, Ingram, and Jordan
Abstained due to attendance via Zoom: Justice

UPDATES:

Proposed Amendment to Plan A Document Addressing Vacancies
Tommy Hunt expressed difficulties in working with Principal specifically Karl Hutchinson. Jeff Swanson, Jeremy Perry, LaDana Bruce, and Janeann Allison confirmed Karl's lack of communication. Janeann will contact Karl's supervisor to discuss the possibility of a conference call.

Jeff Swanson exited the meeting.

Tommy Hunt reviewed the Retirement Plan A Document Amendment Board Member Vacancy to be presented to City Council June 7, 2022.

Denise Jordan stated that a review of the election process should begin in order to plan for any possible policy updates at the August RPA Board Meeting. LaDana Bruce will distribute the current policy to all members for review.

LaDana Bruce provided a reminder about Georgia Association of Public Pension Trustees' Eighth Annual Trustee School to be held in Athens, GA, September 19-21, 2022.

REGULAR BUSINESS:

Minutes: February 8, 2022
LaDana Bruce presented the minutes from the February 8, 2022 RPA Board Meeting.

Motion to accept the minutes as presented.

Motion made by Danny Ingram
Motion seconded by Margaret Johnson

Votes favoring the motion: Ingram, Johnson, Jordan, Hunt, and Green
Abstained due to attendance via Zoom: Justice

Minutes: April 12, 2022
LaDana Bruce presented the minutes from the April 12, 2022 RPA Board Meeting.

Denise Jordan and Margaret Johnson requested edits to the minutes.

Motion to table the minutes as presented.

Motion made by Denise Jordan
Motion seconded by Margaret Johnson

Votes favoring the motion: Ingram, Johnson, Jordan, Hunt, and Green
Abstained due to attendance via Zoom: Justice

Minutes: May 27, 2022 Called Meeting
LaDana Bruce presented the minutes from the May 27, 2022 Called RPA Board Meeting.

Motion to accept the minutes as presented.

Motion made by Jordan Green
Motion seconded by Danny Ingram

Votes favoring the motion: Green, Ingram, Jordan, Johnson, and Hunt
Abstained due to attendance via Zoom: Justice

Minutes: December 14, 2021 Executive Session
LaDana Bruce presented the executive session minutes from the December 14, 2021 RPA Board Meeting.

Tommy Hunt requested an edit to the date should be corrected from 2022 to 2021 on the minutes.

Motion to accept the minutes with the edit.

Motion made by Margaret Johnson
Motion seconded by Denise Jordan

Votes favoring the motion: Johnson, Jordan, Hunt, Ingram
Abstained due to attendance via Zoom: Justice

Abstained due to absence from 12/14/2021 Executive Session: Green

Minutes: February 8, 2022 Executive Session
LaDana Bruce presented the executive session minutes from the February 8, 2022 RPA Board Meeting.

Motion to accept the minutes as presented.

Motion made by Danny Ingram
Motion seconded by Denise Jordan

Votes favoring the motion: Ingram, Jordan, Hunt, Johnson, Green
Abstained due to attendance via Zoom: Justice

Minutes: April 12, 2022 Executive Session
LaDana Bruce presented the executive session minutes from the April 12, 2022 RPA Board Meeting.

Tommy Hunt requested an edit to correct a typo on the minutes.

Motion to accept the minutes as presented.
Motion made by Danny Ingram.
Motion retracted by Danny Ingram

Motion to accept the minutes with the edit.

Motion made by Jordan Green
Motion seconded by Margaret Johnson

Votes favoring the motion: Green, Johnson, Hunt, Ingram, Jordan
Abstained due to attendance via Zoom: Justice

EXECUTIVE SESSION:

Chairman Tommy Hunt requested an Executive Session to discuss personnel matters.

Motion to close the meeting to enter an Executive Session to discuss personnel matters at 10:43 a.m.

Motion made by Margaret Johnson
Motion seconded by Danny Ingram
Votes favoring the motion: Johnson, Ingram, Hunt, Green, Jordan
Abstained due to attendance via Zoom: Justice

BOARD MEMBERS PRESENT: Tommy Hunt, Danny Ingram, Jordan Green, Denise Jordan, Margaret Johnson, Jason Justice (via Zoom)
EX-OFFICIO MEMBERS PRESENT: Jeremy Perry, Janeann Allison
EX-OFFICIO MEMBERS ABSENT: Bryan Lackey
OTHERS PRESENT: LaDana Bruce

Motion to close the Executive Session and to continue the meeting at 10:46 AM.

Motion made by Board Member Jordan Green
Motion seconded by Board Member Margaret Johnson
Votes favoring the motion: Hunt, Ingram, Jordan
Abstained due to attendance via Zoom: Justice

OTHER BUSINESS:

Disbursement Report
LaDana Bruce presented the Disbursement Report.

Motion to accept the report as presented.

Motion made by Danny Ingram
Motion seconded by Jordan Green

Votes favoring the motion: Ingram, Green, Hunt, Jordan, Johnson
Abstained due to attendance via Zoom: Justice

Benefits Report
LaDana Bruce presented the Benefits Report.

Motion to accept the report as presented.

Motion made by Margaret Johnson
Motion seconded by Denise Jordan

Votes favoring the motion: Johnson, Jordan, Hunt, Green, Ingram
Abstained due to attendance via Zoom: Justice

Jason Justice provided a reminder about actuarial service contract with Segal and meetings with other providers. LaDana Bruce will send all members Segal's current contract.

Denise Jordan requests a list of all voting eligible retirees. Janeann Alison and LaDana Bruce will compile a list and distribute to board members.

ADJOURNMENT: 11:03 A.M.

/lb

Tommy Hunt, Chairman

LaDana Bruce, Secretary to the Board

2023 PLAN SPONSOR | EMERITUS RATES

GEORGIA ASSOCIATION OF PUBLIC PENSION TRUSTEES

Effective November 1, 2022

PLAN SPONSOR | EMERITUS MEMBERSHIP

The GAPPT membership period runs from April 1st through March 31st.

PLAN SPONSOR MEMBERSHIP

Individual Membership $30.00

Organizational Membership *(up to 5 members)* $125.00

Each Additional Member $25.00

EMERITUS MEMBERSHIP *(Individuals Only)* $20.00

PLAN SPONSOR | EMERITUS EVENT RATES

FOURTEENTH ANNUAL CONFERENCE: March 20-23, 2023 | Legacy Lodge | Buford, Georgia

Plan Sponsor | Emeritus Member Registration $299.00

Plan Sponsor | Emeritus Non-Member Registration $399.00

Guest Registration $169.00

GAPPT NIGHT WITH THE ATLANTA BRAVES: TBD | Truist Field | Atlanta, Georgia

(This a member event only.)

Plan Sponsor | Emeritus Member Registration $30.00

Guest Registration $30.00

NINTH ANNUAL TRUSTEE SCHOOL: September 18-20, 2023 | Classic Center | Athens, Georgia

Plan Sponsor | Emeritus Member Registration $159.00

Plan Sponsor | Emeritus Non-Member Registration $219.00

CERTIFIED RETIREMENT PLAN FIDUCIARY™ DESIGNATION

CRPF™ RECERTIFICATION: Active Designation $30.00

CRPF™ RECERTIFICATION: Lapsed Designation $35.00

GAPPT|CLASSROOM: ONLINE EDUCATION

Member Rate $50.00

Non-Member Rate $100.00

For planning purposes only. Rates may change without notice.

Please refer to www.gappt.org for membership qualifications, benefits, and event details. Membership dues and CRPF™ recertification fees are nonrefundable. A late fee will be added to event registrations submitted within three weeks of the event date. Please refer to an event's cancellation policy regarding refunds and any processing fees. Additional charges may apply for optional conference networking activities.

CITY OF GAINESVILLE

Retirement Plan A Agenda Request

Item Created: August 18, 2022

Date Submitted: August 19, 2022

Final Approval Date: August 22, 2022

Presenter:

Item of Business: Segal Updates-Jeff Swanson

Meeting Date: August 23, 2022

Purpose of Request:
The purpose of this request is to allow Southeastern Advisory Services to present an update to the Board.

Facts & Issues / History & Background:

Department Recommendation:

Department Director:

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
None