

CITY CLERK ORIGINAL

C-10052
06/23/2015

INVESTMENT ADVISORY AGREEMENT

PUBLIC TRUST ADVISORS, LLC

This Investment Advisory Agreement (the "Agreement") is entered into as of the June 23rd day of 2015 (the "Effective Date"), by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the "Investment Manager") and The City of Glendale (the "Client").

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, Investment Manager and Client agree as follows:

1. Appointment as Investment Manager.

Client appoints Investment Manager, and Investment Manager accepts such appointment, to act as exclusive investment adviser with respect to the assets placed by Client under the Investment Manager's supervision (collectively, the "Account" or "Accounts").

2. Investment Manager Services.

(a) Subject to the Investment Policy Statement (as defined below), the Investment Manager, commencing on the Effective Date, shall, on a discretionary basis, have the authority to invest, reinvest or otherwise manage the assets in the Account, including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians to deliver funds or securities for the purpose of effecting transactions. The Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax or other general administrative services with respect to the Account. Any special restrictions or limitations to the above (if applicable) are outlined in Addendum A, as a supplement to and incorporated into this Agreement.

(b) In furtherance of this Agreement, including but not limited to Section 2(a) above, and except for the express limitations contained herein, including Addendum A, and in the Investment Policy Statement, Client hereby designates and appoints Public Trust as the Client's Investment Manager.

3. Investment Guidelines, Investment Policy Statement.

The investment manager agrees to manage the Clients assets within the Account or Accounts in accordance with the Client's Investment Policy Statement, which is attached as Addendum B and incorporated into this Agreement. The Investment Policy Statement contains written investment guidelines and restrictions for the management of the Account. Investment Manager shall make investment decisions in accordance, and consistent with, the Investment Policy Statement. Client may provide the Investment Manager an amended Investment Policy Statement at any time, from time to time, and the Investment Manager shall implement such amended Investment Policy Statement as soon as practicable. Notwithstanding the preceding, in no event will the Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment

Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which it is subject; provided that Investment Manager shall give Client prompt written notice of such determination.

4. Custody of Assets.

(a) Investment Manager shall not hold or have custody or possession of any cash, securities or other properties of Client or assets of the Account unless agreed under separate arrangement by the Investment Manager and the Client. Custodians designated by Client (the "**Designated Custodians**") shall have the responsibility to consummate any and all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the assets, securities, funds, and other properties comprising the Account.

(b) Client agrees to promptly furnish, or to cause the Designated Custodians to promptly furnish, to Investment Manager all data and information Investment Manager may reasonably request to render the services described in this Agreement.

(c) The Client shall instruct the Designated Custodians to (i) carry out all transactions directed, in writing or electronically, by the Investment Manager, (ii) confirm, in writing or electronically, all completed transactions to the Investment Manager and (iii) cooperate with the Investment Manager in its performance under this Agreement.

(d) The Client will provide the Investment Manager with a certificate certifying the names and specimen signatures of the individuals who are authorized to act on behalf of the Client and Designated Custodians. The Investment Manager will be fully protected in relying upon any notice, instruction, direction, or communication that has been executed by an individual who is authorized to act on behalf of the Client or Designated Custodians.

5. Management Fee and Expenses.

The compensation of the Investment Manager shall be calculated based on the Client's average daily market value plus accrued interest of the assets under management and based on the number of days in the month and year for the specified billing cycle. The fees shall be based in accordance with the schedule of fees below. To the extent Designated Custodian consents, Client authorizes the Investment Manager to submit the Client's management fee invoice to the Designated Custodian and shall authorize the Designated Custodian to pay Investment Manager's fees directly from Client's Account monthly in arrears. The Client will receive a copy of the management fee invoice for the specified billing period. In the event Designated Custodian does not consent to the foregoing, Investment Manager shall submit monthly invoices to Client, who shall remit payment within 30 days.

- a. Year One - All assets under management - 3.49 basis points or 0.0349%
- b. Years Two through Five - All assets under management - 3.40 basis points or 0.0340%
- c. Annual minimum fee of \$40,000.00 (monthly fee of \$3,333.33) applies to all years.

- d. Annual minimum fee is not in addition to the asset based fee, however provides an annual minimum in the event that assets under management decrease dramatically.

6. Track Record.

The Investment Manager shall have the right to acknowledge and use, without disclosing Client's identify, the track record of (i) the Account from the Effective Date until the Termination Date and (ii) the Client's investment assets. During the term of this Agreement and for such period thereafter that Investment Manager continues to show any such track record, and for a period of at least the period shown in any such track period plus six years thereafter, the Client shall make available, and/or make reasonable efforts to cause the Designated Custodians to make available, to the Investment Manager, at the Investment Manager's sole expense, all information reasonably necessary for the Investment Manager to compile, verify and to use these track records; provided such information shall not be unreasonably burdensome to the Client (other than pursuant to the satisfaction of applicable law or regulation). The Investment Manager shall defend and indemnify and hold the Client harmless for any claims that arise or relate in any way from the Investment Manager's use of such information.

7. Term and Termination.

(a) The term of this Agreement commences upon the Effective Date and continues for a two-year initial period. The Client may, at its option, by action of the City Manager or designee, and with the approval of the Investment Manager, extend the term of this Agreement an addition three years, renewable on an annual basis. Investment Manager will be notified in writing by the Client of its intent to extend the Agreement at least 30 calendar days prior to the expiration of the original or any renewal period.

(b) Termination for Convenience. Agreement shall terminate at the Client's discretion any time provided the Client has provided the Investment Manager at least 90 days' prior written notice or at the Investment Manager's discretion any time provided the Investment Manager has provided the Client at least 90 days' prior written notice.

(c) Termination for Cause. Client may terminate this Agreement for cause if Investment Manager fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

8. Contributions and Withdrawals.

The Client shall determine what assets will be transferred to or from the Account from time to time and shall promptly notify the Investment Manager, in writing, of its determinations in this regard, prior to doing so. The Client shall provide the Investment Manager with reasonable written notice of all withdrawals and contributions.

9. Other Clients; Allocation; Other Disclosures.

Client acknowledges that he/she has received prior to, or contemporaneously with, entering into this Agreement: (i) the Investment Managers' current SEC Form ADV, Part 2A (ADV Part 2A); and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of the Investment Managers' Privacy Policy (collectively, the "Disclosure Documents"). Client further

acknowledges that he/she has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith and has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement.

Client acknowledges that the Investment Manager may give advice and take action with respect to other clients that may differ from advice given or the timing or nature of action taken with respect to Client.

10. Brokerage Fees; Account Transactions.

Except as specified in the Investment Policy Statement, the Client hereby agrees that the Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. The Investment Manager will seek "best execution," as described more fully in the ADV Part IIA, for any such transactions.

11. Client's Representations and Warranties.

The Client represents, warrants, and agrees that:

(a) the Client's execution, delivery, and performance of this Agreement do not violate or conflict with any agreement or obligation to which the Client is a party or by which the Client or its property is bound, whether arising by contract, operation of law, or otherwise;

(b) this Agreement has been duly authorized by all appropriate action of the Client and when executed and delivered will be a legal, valid, and binding agreement of the Client;

(c) this Agreement constitutes an arms-length agreement between the Client and the Investment Manager, and the Client understands the method of compensation provided for herein and its risks;

(d) it has received and read a copy of the Investment Managers' ADV Part 2A and Privacy Policy.

12. Investment Manager's Representations and Warranties.

The Investment Manager represents, warrants, and agrees that:

(a) it is duly incorporated, validly existing, and in good standing (to the extent any representation as to good standing can be made under applicable law) under the laws of its jurisdiction of organization;

(b) the Investment Manager's execution, delivery, and performance of this Agreement do not violate or conflict with any agreement or obligation to which the Investment Manager is a party or by which the Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise;

(c) this Agreement has been duly authorized by all appropriate action of the Investment Manager and when executed and delivered will be a legal, valid, and binding agreement of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, and the Investment Manager will deliver to the Client such evidence of such authority as the Client may reasonably require, whether by way of a certified resolution or otherwise;

(d) as of the date of this Agreement, the Investment Manager is a registered investment adviser under the Investment Advisers Act of 1940, as it may be amended from time to time, ("Advisers Act"), and at all times that this Agreement is in effect, the Investment Manager shall be either registered or exempt from such registration;

(e) neither the Investment Manager nor its affiliates are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that could give rise to such an order, judgment or decree; and

(f) the foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Investment Manager promptly will notify the Client of such event and of any resulting untruths or inaccuracies.

13. Standard of Care; Professional Liability Insurance

(a) It is agreed that the standard of care applicable to Investment Adviser under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. . Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state securities laws.

14. Anti-Money Laundering.

(a) The Client understands and agrees that the Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), available at <http://www.treas.gov/ofac>, as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Investment Manager, after being specifically notified by the Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in USA PATRIOT Act) (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

(b) **The Client represents, warrants, and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with it, a Prohibited Person.**

15. Agency Transactions.

The Client acknowledges that it is aware and understands that the Investment Manager or its affiliates may effect agency transactions between their respective advisory clients, which may include the Account, provided, with respect to any such agency transaction, neither the Investment Manager nor any of its affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act. Furthermore, the Client prospectively authorizes the Investment Manager and any of its affiliates to effect such agency transactions involving the Account.

16. Indemnification. To the extent allowed by law, Investment Manager shall defend, indemnify, and hold harmless the Client of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or part, by the negligent or willful acts or omissions of Investment Manager or any of its owners, officers, directors agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Investment Manager from and against any and all claims. It is agreed that Investment Manager will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Investment manager agrees to waive all rights of subrogation against the Client of Glendale, its officers, officials, agents, employees, and volunteers for losses arising from the work performed by Investment Manager for the Client of Glendale.

17. Insurance. For the duration of the term of this Agreement, Investment Manager shall procure and maintain insurance against claims for professional liability and injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work performed pursuant to this Agreement. Such insurance shall cover Investment Manager, its agent(s), representative(s), employee(s) and any subcontractors.

(a) **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits of no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) **Automobile Liability:** Insurance covering any auto (Code 1), or if Investment Manager has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

(c) **Professional Liability (Errors and Omissions) Insurance** for liability arising out of, or in connection with, the performance of all required services under an agreement with the Client of Glendale, equal to the policy limits, but not less than **\$10,000,000** per claim and **\$10,000** aggregate, unless otherwise indicated by the Client.

(d) **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

18. Other Insurance Provisions. The insurance policies must contain, or be endorsed to contain, the following insurance provisions:

- (a) Additional Insured Status: **The Client, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies with respect to liability arising out of work or operations performed by or on behalf of Investment Manager including materials, parts, or equipment furnished in connection with such work or operations.
- (b) Primary Coverage: For any claims related to this Project, **the Investment Manager's insurance coverage shall be primary insurance** with respect to the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees or volunteers shall be in excess of the Investment Manager's insurance and shall not contribute with it.
- (c) Notice of Cancellation: Each insurance policy shall provide that coverage shall not be canceled, except with notice to the Client.
- (d) Waiver of Subrogation: **Investment Manager hereby agrees to waive any right to subrogation which any insurer of Investment Manager may acquire** against the Client by virtue of the payment of any loss under such insurance. Investment Manager agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the Investment Manager, its employees, agent(s) and subcontractor(s).
- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.
- (f) Verification of Coverage: Investment Manager shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements must be received by the Client (Contract Administrator) and approved before work commences. However, failure to obtain, submit or secure the Client's approval of the required insurance policies, certificates or endorsements prior to the Client's agreement that work may commence shall not waive the Investment Manager's obligations to obtain and verify insurance coverage as otherwise required. The Client reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term of this Agreement.
- Investment Manager's failure to obtain, submit or secure the Client's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Investment manager to comply with the terms and conditions of this Agreement, including any schedule for performance or completion of the services under this Agreement.
- (g) Subcontractors. Investment Manager shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- (h) Special Risk or Circumstances. The Client reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior

experienced, insurer, coverage or other circumstances unique to the Investment Manager, the services provided by Investment Manager or the insurer.

19. General Provisions.

(a) *Notice.* Unless otherwise specified herein, all notices, instructions, and any advice in connection with transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received by hand, by email (if confirmed by reply email or by telephone), or by facsimile as follows:

If to the Investment Manager:

Public Trust Advisors, LLC
999 18th Street, Suite 1230
Denver, CO 80202

If to the Client:

Director of Finance and Technology
City of Glendale
5850 West Glendale Avenue, Suite 302
Glendale, Arizona 85301

With copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

Either party hereto may, from time to time by notice in writing served upon the other as set forth above designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction.* This Agreement will be governed by and interpreted in accordance with the laws of the state of Arizona, without regard to the conflicts of laws principles thereof. The Investment Manager and the Client agree that any dispute, controversy or action, whether equitable or legal, shall be brought in either a state or federal court located in Phoenix, Arizona and the parties to this Agreement unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in either jurisdiction.

(c) *Severability.* Each section of this Agreement and any and every provision therein shall be severable from every other section of the Agreement and any and every provision thereof, and the invalidity or unenforceability of any section or provision by any court shall not affect the validity of any other section or provision of this Agreement and such remaining provisions shall remain and continue to be in full force and effect.

(d) *Entire Agreement.* This Agreement and all attached exhibits and documents, as well as Client's Request for Proposal (RFP 15-53), along with any addendums and the Investment Adviser's

response thereto, which are incorporated herein, embodies the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any exhibit or attachment hereto or any document incorporated herein, the provisions of this Agreement shall control.

(e) *Amendment.* This Agreement, including the exhibits hereto, may not be amended unless such Amendment is in writing and signed by the parties sought to be bound. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

(f) *Force Majeure.* Notwithstanding anything in this Agreement to the contrary, neither party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such party or its agents, including but not limited to nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Account's property; or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or acts of God.

(g) *Waivers.* No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(h) *Titles or Headings.* Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor.* The Investment Manager represents and warrants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations, including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager, including the Primary Account Manager and its other employees.

(j) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) *Additional Documents.* The Investment Manager and the Client agree to execute such additional documents, and to perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

(l) *Cumulative Remedies.* The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

(m) *Assignment.* This Agreement may not be assigned by Client without the prior written consent of the Investment Manager, and this Agreement may not be assigned by the Investment Manager without the prior written consent of the Client, provided (i) the Investment Manager may assign this Agreement to an entity controlled by the Investment Manager or its general partner without the consent of the Client; and (ii) the Client may assign its interests, indirectly or directly, to any entity controlled by Client without the consent of the Investment Manager. Notwithstanding the foregoing, an assignment shall not be made without giving a least 30 days prior written notice to the other party regardless of whether consent to the assignment is required.

(n) *No Waiver.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws.

20. Required Arizona Provisions.

(a) Immigration Compliance

(i) Investment Manager, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

(ii) Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

(iii) Client retains the legal right to inspect the papers of Investment Manager or subcontractor employee who performs work under this Agreement to ensure that Investment Manager or any subcontractor is compliant with the warranty under subsection (A) above.

(iv) Client may conduct random inspections, and upon request of the Client, Investment Manager shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Investment Manager agrees to keep papers and records available for inspection by the Client during normal business hours and will cooperate with Client in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

(v) Investment Manager agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the Client. Investment Manager also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Client.

(vi) Investment Manager's warranty and obligations under this Section I to the Client are continuing throughout the term of this Agreement or until such time as the Client determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

(vii) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

21. Cancellation.

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

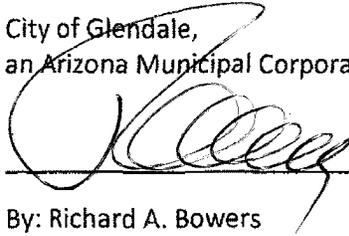
22. Non-Discrimination.

Investment Manager must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Investment Manager will require any Sub-contractor to be bound to the same requirements as stated within this section. Investment Manager, and on behalf of any subcontractors, warrants compliance with this section.

(Signatures on the following page)

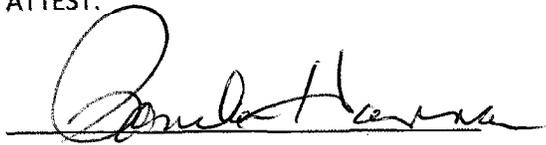
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

City of Glendale,
an Arizona Municipal Corporation



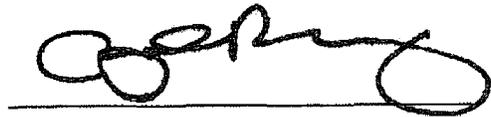
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Public Trust Advisors, LLC,
a Colorado limited liability company



By: Chas DeBow

Its: Managing Director

ADDENDUM A

Non-Discretionary Investment Management Services

THIS ADDENDUM A to the Investment Advisory Agreement ("Agreement"), dated 6/23/15, by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the "Investment Manager") and the City of Glendale (the "Client") shall modify the Agreement as set forth below. All capitalizations herein shall have the same meanings as in the Agreement.

This Agreement is effective as of the date set forth above and remains in effect until terminated pursuant to Section 7 of the Agreement.

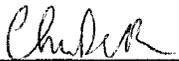
Investment Manager Services as outlined in Section 2(a) of the Agreement are amended as follows:

Subject to the Investment Policy Statement (as defined below), the Investment Manager, commencing on the Effective Date, shall, on a non-discretionary basis, direct and make recommendations regarding the assets in the Account but will only do so upon the Client's specific request and with the Client's prior consent. For the avoidance of doubt, the Investment Manager will have no supervisory or discretionary responsibilities with regard to the Account. However, upon the Client's request and with the Client's prior consent in writing, the Client may instruct the Investment Manager to supervise and manage the investments of the Account on a discretionary basis, subject to the Client's Investment Policy Statement, and to invest, reinvest or otherwise manage the assets in the Account including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians to deliver funds or securities for the purpose of effecting transactions.

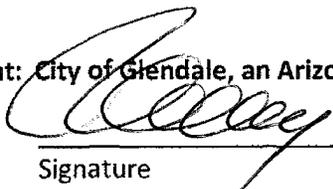
COMPLETE AGREEMENT

THIS ADDENDUM A comprises a part of the original Investment Advisory Agreement and should be attached for the Client and Investment Manager's records.

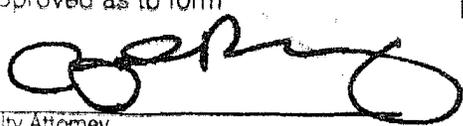
Public Trust Advisors, LLC, a Colorado limited liability company

By:  Date: 6/11/15
Signature
Name: Chris DeBow Title: Managing Director

Client: City of Glendale, an Arizona Municipal Corporation

By:  Date: 6-25-15
Signature
Name: Richard A. Bowers Title: Acting City Manager

Investment Advisory Services
ATTEST: 
City Clerk

Approved as to form

City Attorney

ADDENDUM B

City of Glendale Investment Policy (Revised January 15, 2014)
(Attached)

INVESTMENT POLICY FOR THE CITY OF GLENDALE
(REVISED JANUARY 15, 2014)

The City of Glendale, Arizona was incorporated June 18, 1910, under the provisions of Article 13, Sections 1 through 6 of the Constitution of Arizona and Title 9 of the Arizona Revised Statutes. The City is a home rule municipality operating under its City Charter and City Code. It is governed by a Mayor elected at large, and six district council members. The City operates under a Council-Manager government.

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management of the investment funds of the City of Glendale.

This Policy was adopted by Ordinance of the City Council of Glendale, Arizona on March 12, 1996 and most recently amended on February 22, 2005. This Policy replaces all previous Investment Policies or Resolutions pertaining to the cash management or investment of City funds.

SCOPE

The provisions of this Investment Policy shall apply to cash and securities of the City of Glendale (hereinafter referred to as "the City"), the Municipal Property Corporation Fund assets, and assets of restricted trust and escrow funds. Included under the provisions of this Policy are financial assets of General Operating Funds, Special Revenue Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds, Permanent Funds, and any other funds not specifically excluded. Section 9-453(B) of the Arizona Revised Statutes (A.R.S.) sets general investment policy for a "Cemetery maintenance fund." Therefore, the City's Cemetery Perpetual Care Permanent Fund is specifically excluded from this Investment Policy. Also excluded are Anti-racketeering Revolving (RICO) Funds established by Sections 13-2314.01 or 13-2314.03 of A.R.S. When bond proceeds are invested, the permitted investments provision of the bond indenture shall take precedence over this Investment Policy upon approval by the Chief Financial Officer (Finance Director.)

In order to make effective use of the City's cash resources, all cash except for excluded funds, restricted and special accounts shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be allocated to the various funds in accordance with internal allocation policies.

INVESTMENT OBJECTIVES

The City conducts all investment activity in conformance with cited City, State and Federal requirements in effect at the time of such investment activity. The City's principal investment objectives are:

- Stewardship in the protection and preservation of investment principal.
- Maintenance of sufficient liquidity to meet anticipated disbursements.
- Efficient management of funds available for investment.
- Attainment of an acceptable market rate of return for investment earnings.
- Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY AND INTERNAL CONTROLS

The City Council has the ultimate authority for the investment of City monies, as outlined in Article VI, Section 15 of the City Charter. Responsibility for the investment of all temporarily idle funds has been delegated to the Finance Director (Chief Financial Officer) in Chapter 2, Section 2-186 in the City Code. The Finance Director may delegate the authority to invest temporarily idle funds to additional City finance personnel. All other investment responsibilities not delegated by the City Council to the Finance Director are the responsibility of the Treasurer, as outlined in Article IV, Section 3 of the City Charter. A list of the names of persons authorized to conduct investment transactions on behalf of the City is included as Annex 1 to this Investment Policy.

PRUDENCE AND INDEMNIFICATION

The standard of prudence to be used for managing the City's assets is the "prudent person" rule which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses are inevitable in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security before maturity can be in the best long-term interest of the City.

Personnel acting in accordance with this Investment Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit, market, and liquidity risks.

ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest they have in financial institutions that conduct business with the City and they shall subordinate their personal investment transactions to those of the City. Employees shall comply with the City Manager's Directives relating to conflicts of interest.

AUTHORIZED INVESTMENTS AND TRANSACTIONS

Arizona Revised Statutes (A.R.S.) Title 35 Chapter 2, Handling of Public Funds, governs the investing of funds for public entities in the State of Arizona. A.R.S. 35-321, definition #11 provides charter cities the option of operating under Article 2.1, Money Management, of Title 35 Chapter 2. The City of Glendale is a charter city and chooses to operate under Article 2.1.

All investments for the City of Glendale shall be made in accordance with A.R.S. Title 35 as follows: A.R.S. 35-323, et seq., Investing of public monies; bidding, security and other requirements; A.R.S. 35-324, et seq., Investment of trust funds, loan of securities, sale of permanent endowment securities; A.R.S. 35-325, et seq., Servicing bank of public monies; A.R.S. 35-326, et seq., Local government investment pool; and A.R.S. 35-327 Treasurer, duties, safekeeping of securities, warrants of financial officers, earnings, exemptions. Any revisions or extensions of these sections of A.R.S. will be assumed to be part of this Investment Policy immediately upon being enacted. Only the following types of securities and transactions shall be eligible for use by the City:

1. U. S. Treasury Obligations: Treasury Bills, Treasury Notes, and Treasury Bonds with a final maturity not exceeding three years from the date of trade settlement and U.S. Treasury Strips (book-entry U.S. Treasury Securities whose coupon has been removed) with maturities not exceeding three years from the date of trade settlement.
2. Federal Instrumentality Securities: Debentures, discount notes, step-up and callable securities with a final maturity not exceeding three years from the date of trade settlement issued by the following only: Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), Federal Home Loan Bank (FHLB), and Federal Home Loan Mortgage Corporation (FHLMC).
3. Prime Commercial Paper issued on U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of trade settlement which is rated at least A-1 by Standard and Poor's, P-1 by Moody's, or F1 by Fitch at the time of purchase by each service which rates

the commercial paper. If the commercial paper issuer has senior debt outstanding, the senior debt must be rated by each service that publishes a rating on the issuer of at least A+ by Standard and Poor's, A1 by Moody's, or A+ by Fitch. (Senior debt is defined as the most senior secured or unsecured debt of the issuer with an original maturity exceeding one year.) The aggregate amount of securities purchased from any one Commercial Paper or Corporate bond issuer shall not exceed 10% of the City's combined portfolios at the time of purchase.

4. Repurchase Agreements with a termination date of 180 days or less collateralized by U. S. Treasury Securities listed in 1 above with maturities of the collateral not exceeding ten years. For the purpose of this section, the term "collateral" shall mean "purchased securities" under the terms of the PSA Master Repurchase Agreement as modified. A copy of the City's approved Master Repurchase Agreement with Annex is included as Annex II to this Policy.
 - The collateral shall have an original minimum market value (including accrued interest) of 102 percent of the dollar value of the transaction. If collateralized value drops below 101 percent it will immediately be restored to 102 percent.
 - Collateral shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.
 - Repurchase Agreements shall be entered into only with primary dealers reporting to the Federal Reserve Bank of New York or City approved depository banks, who have executed an approved Master Repurchase Agreement with the City. The Finance Director shall maintain a list of the broker/dealers who have executed a Master Repurchase Agreement with the City.
 - Approved counterparties to repurchase agreements shall have at least a short-term debt rating of A-1 or the equivalent and a long-term debt rating of A or the equivalent.
5. Pooled Investment Funds established by the State Treasurer pursuant to A.R.S. 35-326.
6. Time Certificates of Deposit with a maturity not exceeding one year which have been bid and awarded in accordance with A.R.S. 35-323 in City approved depository banks. Certificates of Deposit in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

7. Interest Bearing Savings Accounts in City approved depository banks. Deposits in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.
8. Bonds or Other Evidences of Indebtedness of the State of Arizona, or any of its Counties, Incorporated Cities or Towns or School Districts with a final maturity not to exceed one year from the date of trade settlement which meet the standards outlined below:
 - Bond Anticipation Notes (BANs), Revenue Anticipation Notes (RANs), Tax Anticipation Notes (TANs), Tax and Revenue Anticipation Notes (TRANs), or Variable Rate Demand Bonds (VRDBs) which, at the time of purchase, are rated MIG1 or VMIG1 by Moody's and/or P-1 by Standard and Poor's.
 - Municipal bonds or notes which are general obligation bonds which are rated Aa2 or better by Moody's or AA or better by Standard and Poor's; or revenue bonds which are rated Aa2 or better by Moody's or AA or better by Standard and Poor's; general obligation or revenue bonds that are insured by MBIA, AMBAC Indemnity Corporation, or FGIC (as long as MBIA, AMBAC and FGIC maintain their AAA rating), or are escrowed to maturity in U.S. Treasury collateral.
9. Corporate bonds, debentures and notes with a final maturity not exceeding three years from the date of trade settlement that are issued by corporations organized and doing business in the United States and that are rated A or better by Standard and Poor's, A2 by Moody's, or A by Fitch by each service that rates the issue. The aggregate amount of securities purchased from any one Commercial Paper or Corporate bond issuer shall not exceed 10% of the City's combined portfolios at the time of purchase.

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's anticipated cash flow needs. The Finance Director may establish diversification guidelines as market conditions warrant.

INVESTMENT MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, investments shall be matched to anticipated cash flow requirements. The Finance Director shall maintain sufficient liquidity in the portfolio to meet anticipated disbursements. Investments shall be limited to

maturities not exceeding three years from the date of trade settlement. In the case of callable securities, the final maturity date of the security shall not exceed three years from the date of trade settlement.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with broker/dealers who have been authorized by the City. Whenever possible, at least two broker/dealers or issuers shall be contacted for each transaction and their bid and offering shall be recorded. Federal Instrumentality discount notes bought through dealers at the "window" need not be competitively transacted.

If the City is offered a security for which there is no other readily competitive offering, authorized City finance personnel shall maintain a record of quotations for comparable, alternative securities with similar maturity dates.

SELECTION OF DEPOSITORY AND CUSTODIAL BANKS

The Finance Department shall maintain a list of commercial banks, which are approved to provide depository, custodial and other banking services for the City. To be considered eligible, a bank must be a member of the FDIC, must qualify as a depository of public funds in the State of Arizona, as defined in A.R.S. 35-321. Banks that in the judgment of the Finance Director no longer offer adequate safety to the City, shall be removed from the list.

CONSIDERATIONS FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS ACTING AS BROKER DEALERS

The Finance Department shall maintain a list of broker/dealers and financial institutions which are approved for investment purposes, and securities shall be purchased only from those authorized firms. To be eligible for authorization, a firm must be recognized as a Primary Dealer by the Federal Reserve Bank of New York. Non-primary broker/dealers may be utilized for the purchase and sale of securities listed in the Authorized Investments and Transactions section of this policy once due diligence has been completed and the Finance Director has given approval. In addition, overnight Repurchase Agreements may be transacted with the City's depository bank.

Broker/dealers and other financial institutions will be selected by the Finance Director based on their expertise of public cash management and their ability to provide services for the City's account. Approved broker/dealer representatives and the firm they represent shall be licensed to do business in the State of Arizona and as such are subject to the provisions of the Arizona Revised Statutes.

In addition, each broker/dealer must complete and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. Authorized broker/dealers shall also attest in writing that they have received a copy of this Policy. A list of authorized broker/dealers

is included in Annex III to this Policy. The Finance Director shall maintain a file of each approved broker/dealer's most recent Broker/Dealer Information Request form.

The City may purchase commercial paper from direct issuers as long as they meet the criteria outlined in item 3 of the Authorized Investments and Transactions section of this Investment Policy.

SAFEKEEPING AND CUSTODY

The City shall approve one or more financial institutions to provide safekeeping and custodial services for the City. To be eligible for designation as the City's safekeeping and custodian bank, a financial institution shall meet the criteria described in the Selection of Depository and Custodial Banks Section of this Policy. The City shall execute a written Safekeeping Agreement with each custodian bank, prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

It is the intent of the City that all purchased securities be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a City approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All fed wireable book entry securities owned by the City shall be evidenced by a safekeeping receipt, issued to the City by the custodian bank stating that the securities are held in the Federal Reserve system in a customer account for the custodian bank which names the City as "customer."

All securities which are eligible for delivery through the Depository Trust Company shall be held in the custodian bank's DTC participant account and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the DTC for the City as customer.

All non-book entry (physical delivery) securities shall be held by the custodian bank or the bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City.

REPORTING REQUIREMENTS

A periodic report shall be prepared and submitted by the Deputy Finance Director to the Chief Financial Officer, which will list the cost and current fair value of investments held by the City, in accordance with Governmental Accounting Standards Board Statement No. 31. The report shall include a summary of investment earnings and performance results during the period. A record shall be maintained by the City of all bids and offerings for security transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated final maturity. All securities holding reports shall disclose the final maturity as well as the next call date of each callable security held. For callable securities which are purchased "priced to the next call date" and have an overwhelming probability of being called on the next call date, the weighted average maturity as well as yield shall be calculated using the next call date.

PERFORMANCE REVIEW

The Deputy Finance Director over Accounting shall present to the Chief Financial Officer, at least quarterly, a review of the portfolio and a comparison between the portfolio's total return and the established investment objectives.

The Finance Department shall periodically establish a set of benchmark yields for the City's investments based on "comparative rates of return". When comparing the performance of the City's portfolio, all fees involved with the investment management of the portfolio should be included in the computation of the portfolio's rate of return.

POLICY REVISIONS

This Investment Policy will be reviewed annually by the Finance Director and may be amended by the City Council as conditions warrant. The data contained in the Annexes to this document may be updated by the Finance Director as necessary, provided the changes in no way affect the substance or intent of this Policy.

This Investment Policy was adopted by Council Ordinance on March 12, 1996 and most recently amended by Resolution on February 22, 2005.

ANNEX I

AUTHORIZED PERSONNEL

The following City personnel are authorized to conduct investment transactions on behalf of the City of Glendale:

Julianne Loyd
Steve Szymanski
Lisette Camacho
Vicki Rios
Tom Duensing

Revised January 15, 2014

ANNEX II

PSA MASTER REPURCHASE AGREEMENT AND ANNEX

The City of Glendale has adopted the following Annex to become a part of the PSA/The Bond Market Trade Association 1996 version of the Master Repurchase Agreement to be used for all Repurchase Agreement transactions entered into by the City:

Supplemental Terms and Conditions

Addition to Section 3. Initiation; Confirmation; Termination

(d) The parties agree that for any transaction hereunder which is "terminable on demand", the Repurchase Date shall be the earlier of the demand or the 364th day following the Purchase Date and that any transaction not otherwise terminated shall terminate on the 364th day following the Purchase Date, or in the event the 364th day is not a Business Day (as hereinafter defined), on the last Business Day preceding the 364th day.

Addition to Section 4. Margin Maintenance

(g) Seller and Buyer hereby agree that the established percentage referred to as the Seller's Margin Amount shall be equal to at least 102% of the Purchase Price. Purchased Securities must be transferred to Buyer if such Purchased Securities are U.S. Treasury Bills, Notes, or Bonds.

(h) Unless otherwise specifically agreed to by the Buyer, Seller will be required to transfer Purchased Securities which are U.S. Treasury Bills, Notes, or Bonds and all such Purchased Securities shall have maturity dates of ten (10) years or less from the Purchase Date. Furthermore, all Purchased Securities must be wireable, utilizing the book entry system of the Federal Reserve Bank, unless otherwise specifically agreed to by the Buyer.

Addition to Section 6. Security Interest

All Transactions entered into by the Buyer with approved counterparties are deemed to be purchases and sales of securities and are not loans.

Addition to Section 8. Segregation of Purchased Securities

All Purchased Securities must be transferred to Buyer by Seller on a delivery versus payment (DVP) basis, and in no case may Purchased Securities remain in the custody of the Seller or its agent.

Strike boxed paragraph titled "Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities".

Addition to Section 9. Substitution

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 a.m. (New York time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (New York time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under subparagraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

(e) Securities substituted by the Seller to the Buyer will be of the same type as the Purchased Securities for which they are substituted, i.e.: U.S. Treasury Securities will be substituted for U.S. Treasury Securities.

Definitions.

For purposes of the Agreement and this Annex II, the following terms shall have the following meanings:

(a) "Margin Notice Deadline", means 10:00 a.m. New York time.

(b) "Close of Business in the relevant market" shall mean that time of each business day after which the security Fedwire no longer settles transactions.

(c) "Business Day" or "business day", with respect to any Transaction hereunder means: a day on which regular trading may occur in the principal market for the Purchased Securities subject to such Transaction.

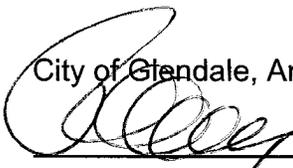
Additional Representations.

In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, (a) Seller represents and warrants to Buyer that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (including any substituted or Additional Purchased Securities) to Buyer in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Purchase Date, and (b) Buyer represents and warrants to Seller that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (after adjustment for any substituted or Additional Purchased Securities) to Seller in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Repurchase Date.

Name of broker/dealer

City of Glendale, Arizona

By: _____

By:  _____

Title: _____

Title: Acting City Manager

Date: _____

Date: 6-25-15

ANNEX III

APPROVED BROKER/DEALERS

The following broker/dealers and financial institutions are approved for investment purposes for the City of Glendale:

Citigroup Global Markets
J.P. Morgan Securities Inc.
Jefferies LLC.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mizuho Securities USA Inc.
Morgan Keegan & Company
Morgan Stanley Smith Barney
RBC Capital Markets
UBS Financial Services Inc.
Wells Fargo Securities
Wunderlich Securities

Revised January 15, 2014