


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 22, 2017

RE: Approval of Contract Award for Investment Advisor Services to
PFM Asset Management, LLC
Contract No. 001244

Request for Proposals (RFP) from qualified firms to provide investment advisor services was advertised on January 22, 2017. Responses were received from three (3) firms by the February 23, 2017, deadline for submittal of Technical Proposals. Those firms were Chandler Asset Management, PFM Asset Management and Public Trust Advisors.

The Evaluation Committee met on March 2, 2017, and after reviewing the Technical Proposals shortlisted all three firms. The Committee unanimously agreed to waive the interview process. Opening of the Fee Proposal and Final Ranking was held on March 10, 2017.

The combined scores for the Technical Proposals and Fee Proposals as submitted by each firm were calculated and the result is shown below:

<u>Firm</u>	<u>Total Points</u>	<u>Ranking</u>
PFM Asset Management, LLC	85.86	1
Public Trust Advisors	80.75	2
Chandler Asset Management	76.30	3

The Audit Committee at its April 3, 2017 meeting accepted the ranking and recommended PFM Asset Management, LLC to be awarded the contract.

Board award of the contract to PFM Asset Management, LLC with a not to exceed amount of \$665,000.00 for an initial term of three (3) years is requested.

Reviewed by: 
Lisa Lumbar
Chief Financial Officer

RFP-001244 Committee Meeting March 2, 2017 Minutes

Evaluation Committee for Investment Advisor Services; RFP-001244, held a duly noticed meeting on Thursday, March 2, 2017, commencing at 10:03 a.m. in the Starling Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Lisa Lombard, CFO
Michael Carlisle, Director of Accounting and Finance
Emily Rouse, Accounting Supervisor
Stephen Koontz, Chairman, Finance Committee

Other Attendees:

Aneth Williams, Director of Procurement

Discussion and Motions:

Aneth explained that today's meeting was to shortlist the firms, open the price proposals, if the Committee so desires, and finalize the evaluation, and make a recommendation to be presented to the Finance Committee for recommendation to the Board.

Evaluation Portion:


The committee members individually scored the technical proposals and submitted them to Aneth. Aneth then tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Below are the results:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Chandler Asset Management	248	62
PFM Asset Management, LLC	272	68
Public Trust Advisors	243	60.75

The Committee unanimously agreed to waive the interview process. Opening of the Fee Proposal and Final Ranking will be held on Friday, March 10, 2017 at 9 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

There being no further business to come before the Committee, the meeting was adjourned at 10:30 a.m. These minutes are considered to be the official minutes of the Shortlist meeting by the Evaluation Committee held on Thursday, March 2, 2017.

Submitted by:


Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:


Lisa Lombard, CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
INVESTMENT ADVISOR SERVICES; Contract No. 001244

EVALUATOR	CHANDLER ASSET MANAGEMENT			PFM			PUBLIC TRUST ADVISORS		
	TECHNICAL	PRICE	TECHNICAL	TECHNICAL	PRICE	TECHNICAL	TECHNICAL	PRICE	TECHNICAL
Lisa Lumbard	63			70			63		
Michael Carlisle	63			68			59		
Emily Rouse	67			69			67		
Stephen Koontz	55			65			54		
TOTAL	248			272			243		
AVG. TECH. POINTS	62.00			68.00			60.75		

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
CHANDLER ASSET MGMT		#DIV/0!
PFM		#DIV/0!
PUBLIC TRUST ADVISORS		#DIV/0!

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
CHANDLER ASSET MGMT	62.00	#DIV/0!	#DIV/0!	#DIV/0!
PFM	68.00	#DIV/0!	#DIV/0!	#DIV/0!
PUBLIC TRUST ADVISORS	60.75	#DIV/0!	#DIV/0!	#DIV/0!

Committee Members:

3/2/2017

3/2/2017

3/2/2017

3/2/2017

[Handwritten signatures and dates]

RFP-001244 Final Ranking Committee Meeting March 10, 2017 Minutes

Evaluation Committee for Investment Advisor Services; RFP-001244, held a duly noticed meeting on Friday, March 10, 2017, commencing at 9:05 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Lisa Lumbar, CFO
Michael Carlisle., Director of Accounting and Finance
Emily Rouse, Accounting Supervisor
Stephen Koontz, Chairman, Finance Committee

Other Attendees:

Aneth Williams, Director of Procurement

Discussion and Motions:

Aneth explained that today's meeting was to open the price proposals and finalize the evaluation, and make a recommendation to be presented to the Finance Committee for recommendation to the Board.

Pricing

Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Chandler Asset Management	\$831,000.00	14.30
PFM Asset Management, LLC	\$665,000.00	17.86
Public Trust Advisors	\$594,000.00	20.00

Total Points and Rankings

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Chandler Asset Management	62	14.30	76.30	3
PFM Asset Management, LLC	68	17.86	85.86	1
Public Trust Advisors	60.75	20.00	80.75	2


The Committee will make a recommendation to the Finance Committee at its next meeting on April 3, 2017, to approve the ranking and recommend award of the Contract to the top ranked Proposer, PFM Asset Management LLC. If the top ranked firm is unable to execute a Contract the recommendation of award will go to the second ranked Proposer.

There being no further business to come before the Committee, the meeting was adjourned at 9:30 a.m. These minutes are considered to be the official minutes of the opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Friday, March 10, 2017. J

Submitted by: _____

Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:



Lisa Lumbar, CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
INVESTMENT ADVISOR SERVICES; Contract No. 001244

EVALUATOR	CHANDLER ASSET MANAGEMENT			PUBLIC TRUST ADVISORS		
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Lisa Lumbard	63		63			
Michael Carlisle	63		59			
Emily Rouse	67		67			
Stephen Koontz	55		54			
TOTAL	248		243			
AVG. TECH. POINTS	62.00		60.75			

PRICE PROPOSAL SUMMARY				POINT TOTALS AND FINAL RANKING			
PROPOSER	PROPOSAL AMOUNT	POINT VALUE		PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS
CHANDLER ASSET MGMT	\$831,000.00	14.30		CHANDLER ASSET MGMT	62.00	14.30	76.30
PFM	\$665,000.00	17.86		PFM	60.00	17.86	77.86
PUBLIC TRUST ADVISORS	\$594,000.00	20.00		PUBLIC TRUST ADVISORS	60.75	20.00	80.75

Committee Members:

[Handwritten signatures of committee members]

3/10/2017
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EXHIBIT "A"
INVESTMENT ADVISOR SERVICES
SCOPE OF SERVICES
CONTRACT NO. 001244

This Scope of Services describes the investment advisory services required by CFX for its short-term, medium-term and long-term investment portfolio. The Investment Advisor shall be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 who will act in a fiduciary capacity. The Investment Advisor shall manage the funds in accordance with the laws of the State of Florida and the investment policies and procedures established by CFX. The Investment Advisor will not provide custodial services or security safekeeping.

Specific responsibilities of the Investment Advisor include, but are not necessarily limited to, the following:

- A. Manage on a daily basis CFX's separate investment portfolios pursuant to the specific, stated investment objectives. Obtain and place all orders for the purchase and sale of securities, communicate settlement information to CFX's staff and assist in coordinating security settlement, all in accordance with CFX's Investment Policies and Procedures.
- B. Serve as a general resource to CFX's staff for information, providing advice and training regarding fixed income securities, investments, and treasury management and operations.
- C. Work with CFX's staff to review and update as needed CFX's Investment Policies and Procedures.
- D. Work with CFX's staff to develop cash flow projections to ensure that the investment strategy is consistent with CFX's cash requirements.
- E. Make available daily information on investment activity and the value of portfolios.
- F. Provide weekly reports that show the current market value of the investment portfolio, including cash and money market accounts, along with a detailed description of all the investment holdings at a minimum.
- G. Provide monthly statements on investment activity, earnings and valuation of the investment portfolio. The reports shall include mark-to-market valuations as required by GASB 31 and 40. The Investment Advisor shall also provide monthly reports of investments, including the diversity of investments, duration and compliance with applicable investment policies of CFX and State of Florida statutes.
- H. Provide quarterly investment reports including a description of market conditions, investment strategies employed, performance benchmark data and suggested changes to investment strategy.

- I. When requested, conduct all aspects of the investment program in compliance with the arbitrage and rebate requirements of the U.S. treasury, currently described in Section 148 of the Internal Revenue Code of 1986 as amended and of the related Code of Federal Regulations.
- J. When requested, provide annual and “computation date” calculations of arbitrage earnings for each outstanding bond issue and to keep CFX apprised of any change in arbitrage compliance regulations that may occur during the term of the contract.
- K. Perform services related to investment agreements or structured products, including, but not limited to:
 - 1. Work with CFX to determine appropriate investment opportunities and draw schedules;
 - 2. Create investment agreement or structured product bid specification sheets incorporating CFX’s requirements;
 - 3. When necessary, obtain bond counsel sign-off for nonconforming bidding terms including in the bid specification sheet;
 - 4. Conduct the bidding process;
 - 5. Summarize bid results for the appropriate decision makers among the transaction working group;
 - 6. Facilitate the selection of the winning provider with appropriate team members;
 - 7. Review investment agreement or structured product documents to ensure compliance with term sheet and CFX’s requirements; and
 - 8. Facilitate timely delivery of final document for signature while obtaining specific approval from CFX for any exceptions or waivers of standard policies in the final agreement.

End of Scope of Services

EXHIBIT "B"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
INVESTMENT ADVISOR SERVICES
CONTRACT NO. 1244**

THIS AGREEMENT (the "Agreement"), is made upon the date of the last party's execution below ("Effective Date") by and between the Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida hereinafter the "CFX"), and _____, a _____ corporation, registered and authorized to conduct business in the State of Florida, whose principal address is _____ and who is duly authorized hereinafter the "INVESTMENT ADVISOR."

W I T N E S S E T H

WHEREAS, CFX has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, CFX desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the INVESTMENT ADVISOR; to have the INVESTMENT ADVISOR undertake certain duties and responsibilities; and to perform certain services as INVESTMENT ADVISOR on behalf of CFX, as provided herein; and

WHEREAS, the INVESTMENT ADVISOR is willing to provide such services on the terms and conditions hereinafter set forth and as presented in the proposal dated _____, 2017.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

1. SERVICES OF ADVISOR

(a) The INVESTMENT ADVISOR will provide investment management of the Initial Funds, earnings on the Initial Funds, and such other funds as CFX may from time to time be assigned by written notice to the INVESTMENT ADVISOR (collectively the "Managed Funds"). In connection therewith, the INVESTMENT ADVISOR will provide investment research and supervision of CFX's Managed Funds and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of CFX's Managed Funds. The INVESTMENT ADVISOR shall continuously monitor investment opportunities and evaluate investments of CFX's Managed Funds. The INVESTMENT ADVISOR shall furnish CFX with monthly reports, which include statistical information and the immediately preceding month's results from investments of the Managed Funds. The INVESTMENT ADVISOR shall place all orders for the purchase, sale, loan or exchange of portfolio securities for CFX's account with brokers or dealers recommended by the INVESTMENT ADVISOR or CFX (unless instructed by CFX otherwise), and to that end the INVESTMENT ADVISOR is authorized as agent of CFX to give instructions to the depository designated by CFX as its custodian as to deliveries of securities and payments of cash for the account of CFX. Significant changes to the Managed Funds shall be subject to prior consultation with and approved in writing by CFX before being made by the INVESTMENT ADVISOR. In connection with the selection of such brokers and dealers and the placing of such orders, the INVESTMENT ADVISOR is directed to seek for CFX the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the INVESTMENT ADVISOR by such brokers and dealers. The depository designated by CFX shall have custody of cash, assets and securities of CFX. The INVESTMENT ADVISOR shall not take possession of or act

as custodian for the cash, securities or other assets in the Managed Funds and shall have no responsibility in connection therewith. Authorized investments shall include only those investments, which are currently authorized by the State of Florida, CFX's Investment Policy and bond covenants and as supplemented by such other written instructions as may from time to time be provided by CFX to the INVESTMENT ADVISOR. The INVESTMENT ADVISOR shall be entitled to rely upon CFX's written advice with respect to anticipated drawdowns of Managed Funds. The INVESTMENT ADVISOR will observe the instructions of CFX with respect to broker/dealers who are approved to execute transactions involving CFX's Managed Funds and in the absence of such instructions will engage broker/dealers, which the INVESTMENT ADVISOR reasonably believes to be reputable, qualified and financially sound.

(b) The INVESTMENT ADVISOR will evaluate and advise CFX on the economic aspects of structured investments such as guaranteed investment contracts, forward delivery agreements, and refunding escrow portfolios. At the direction of CFX to be evidenced by a written supplement or work order, the INVESTMENT ADVISOR shall advise CFX on the financial terms of any such structured investment product; shall assist CFX in pricing the product and shall provide its fairness opinion related thereto.

(c) **Exhibit "A"** to CFX's Request for Proposal, entitled "Scope of Services," is attached hereto and incorporated herein by reference.

2. COMPENSATION

(a) For services provided by the INVESTMENT ADVISOR pursuant to Paragraph 1(a) of this Agreement, CFX shall pay the INVESTMENT ADVISOR a monthly fee for the Operating and Reserve Funds based on the average daily Managed Funds under management for such month at an annual rate of __ basis points (____%) for the first \$__ million; __ basis points (____%) for the next \$__ million; and __ basis points (____%) over \$__ million. For

services provided by the INVESTMENT ADVISOR pursuant to Paragraph 1(a) of this Agreement, CFX shall pay the INVESTMENT ADVISOR a monthly fee for the Bond Funds based on the average daily Managed Funds under management for such month at the rate of: first \$___ million, __ basis points (____%); over \$___ million, __ basis points (____%).

(b) Fees for any structured investment services provided pursuant to Paragraph 1(b) of this Agreement shall be as agreed to in writing prior to the INVESTMENT ADVISOR undertaking any specific engagement.

(c) The INVESTMENT ADVISOR will bill CFX monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. CFX shall pay to the INVESTMENT ADVISOR the amount payable pursuant to this Agreement in accordance with the Prompt Payment Act. See Section 218.70, Florida Statutes. The INVESTMENT ADVISOR shall have a documented invoice procedure.

(d) Assets invested by the INVESTMENT ADVISOR under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the INVESTMENT ADVISOR (either a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the INVESTMENT ADVISOR and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(e) If and to the extent that CFX shall request the INVESTMENT ADVISOR to render services other than those to be rendered by the INVESTMENT ADVISOR hereunder, such additional services shall be compensated separately on terms to be agreed upon between the INVESTMENT ADVISOR and CFX.

3. EXPENSES.

(a) The INVESTMENT ADVISOR shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the investments.

(b) Except as expressly provided otherwise herein, CFX shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of CFX's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, fees and expenses of the custodian of the Managed Funds including safekeeping of funds and securities and the keeping of books and accounts.

(c) The INVESTMENT ADVISOR shall pay all travel or expense charges.

(d) There is no minimum annual fee.

4. RESPONSIBILITY OF INVESTMENT ADVISOR

The INVESTMENT ADVISOR hereby represents it is a registered INVESTMENT ADVISOR under the Investment Advisors Act of 1940. The INVESTMENT ADVISOR shall immediately notify CFX if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The INVESTMENT ADVISOR agrees to perform its duties and responsibilities under this Agreement with reasonable care an appropriate level of care and duty generally acceptable to investment advisors performing similar services. The federal securities laws impose penalties under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which CFX or the INVESTMENT ADVISOR may have under any federal securities laws. CFX hereby authorizes the INVESTMENT ADVISOR to sign I.R.S. Form W-9 on behalf of CFX and to

deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

5. CONFLICT OF INTEREST

CFX understands that the INVESTMENT ADVISOR performs investment advisory services for various other clients, which may include investment companies, commingled trust funds and individual portfolios. CFX agrees that the INVESTMENT ADVISOR, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to CFX's Managed Funds accounts, so long as it is the policy of the INVESTMENT ADVISOR, to the extent practical, to allocate investment opportunities to this account over a period of time on a fair and equitable basis relative to other clients. The INVESTMENT ADVISOR shall not have any obligation to purchase, sell or exchange any security for CFX's Managed Funds solely by reason of the fact that the INVESTMENT ADVISOR, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

6. TERM AND TERMINATION

The term of this Agreement shall be for three (3) years from the Effective Date. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the INVESTMENT ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the INVESTMENT ADVISOR with written notice of its intent at least sixty (60) days prior to the expiration of the term of the Agreement and subsequent renewal period.

This Agreement may be terminated by CFX in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by CFX without cause, on not less than thirty (30) days prior written notice to the INVESTMENT ADVISOR. The INVESTMENT ADVISOR may terminate this Agreement immediately upon any material breach of its terms by CFX, or at any time after one year upon sixty (60) days prior written notice.

7. FORCE MAJEURE.

The INVESTMENT ADVISOR shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the INVESTMENT ADVISOR or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility/.

8. SUSPENSIONS, COMPLAINTS

The INVESTMENT ADVISOR shall promptly notify CFX in writing of any complaints or disciplinary actions filed against it, or any investment professional employed by it, who has performed any service with respect to CFX's account in the twenty-four (24) preceding months, by the Securities and Exchange Commission or any other agency or department of the United States, the New York Stock Exchange, any registered securities exchange, the NASD, any Attorney General or any regulatory agency or authority of any State.

9. INDEPENDENT CONTRACTOR

The INVESTMENT ADVISOR, its employees, officers and representatives, shall not be deemed to be employees, agents (except as described in Section 1 hereof), partners, servants, or

joint ventures of CFX by virtue of this Agreement or any actions or services rendered under this Agreement.

10. BOOKS; AUDIT

The INVESTMENT ADVISOR shall maintain appropriate records of all its activities hereunder and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The INVESTMENT ADVISOR shall provide CFX with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, the value of Managed Funds held on the last business day of the month and the average daily balance of Managed Funds for such month. The statement shall be in the format and manner that is mutually agreed upon by the INVESTMENT ADVISOR and CFX.

11. INVESTMENT ADVISOR'S DISCLOSURE STATEMENT

The INVESTMENT ADVISOR warrants that it has delivered to CFX, at least five business days prior to the execution of this Agreement, the INVESTMENT ADVISOR's current Securities and Exchange Commission Form ADV, Part II (the INVESTMENT ADVISOR's disclosure statement).

12. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, INVESTMENT ADVISOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. INVESTMENT ADVISOR shall provide information regarding its employment of such businesses and the percentage of payments made

to such businesses and others. INVESTMENT ADVISOR shall provide an annual report to CFX on or before each anniversary of the Effective Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in INVESTMENT ADVISOR's invoices, and shall be in a form reasonably acceptable to CFX.

13. PUBLIC RECORDS

Notwithstanding the Section entitled "Press Releases," INVESTMENT ADVISOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the INVESTMENT ADVISOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, INVESTMENT ADVISOR agrees to comply with the Public Records Act.

IF THE INVESTMENT ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INVESTMENT ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes, is below.

(1)(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(2)(b). . . . [T]he contractor [shall] comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the INVESTMENT ADVISOR in conjunction with this Agreement, INVESTMENT ADVISOR shall immediately notify the CFX. In the event the INVESTMENT ADVISOR has public records in its possession that are subject to Chapter 119, INVESTMENT ADVISOR shall comply with the Public Records Act. Failure by the INVESTMENT ADVISOR to grant such

public access to public records shall be grounds for immediate unilateral cancellation of this Agreement by CFX or enforcement remedies at CFX's option.

The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

14. PRESS RELEASES

The INVESTMENT ADVISOR agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the term of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The INVESTMENT ADVISOR also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that such data or information is the property of CFX.

15. INSURANCE

The INVESTMENT ADVISOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. The INVESTMENT ADVISOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Agreement execution:

1. Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by INVESTMENT ADVISOR under this Agreement.

2. Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

3. Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4. Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

5. Professional Liability (Errors & Omissions) Insurance Coverage shall have limits of not less than Ten Million Dollars (\$10,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the INVESTMENT ADVISOR.

6. Commercial Crime Insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

7. Fiduciary Liability Insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include contractual liability for commercial general liability, and (d) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. The INVESTMENT ADVISOR shall be responsible for any deductible it may carry. The INVESTMENT ADVISOR asserts that it will not materially alter any of the insurance policies in force and will not reduce any coverage amount below the limits specified herein. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by the INVESTMENT ADVISOR hereunder, the INVESTMENT ADVISOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Compliance with these insurance requirements shall not relieve or limit the INVESTMENT ADVISOR's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the INVESTMENT ADVISOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If the INVESTMENT ADVISOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at the INVESTMENT ADVISOR's expense and deduct such costs from the INVESTMENT ADVISOR payments. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to the INVESTMENT ADVISOR's policies shall be excess insurance, not contributory.

16. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

The INVESTMENT ADVISOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the INVESTMENT ADVISOR, to solicit or secure this Agreement, and that the INVESTMENT ADVISOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

The INVESTMENT ADVISOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. The INVESTMENT ADVISOR acknowledges that it has read CFX's Code of Ethics and, to the extent applicable, the INVESTMENT ADVISOR will comply with CFX's Code of Ethics in connection with performance of the Agreement.

In the performance of the Agreement, the INVESTMENT ADVISOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the contracted services.

The INVESTMENT ADVISOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes, Section 112.313 as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full.

17. NONDISCRIMINATION

INVESTMENT ADVISOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Agreement. Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

18. NOTIFICATION OF CRIMES; PUBLIC ENTITY CRIME INFORMATION

INVESTMENT ADVISOR shall notify CFX if any of INVESTMENT ADVISOR’s personnel who are directly involved with CFX accounts shall be charged with or convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification

shall be made no later than thirty (30) days after the charge or conviction, regardless of whether such conviction is appealed.

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

19. MODIFICATION

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

20. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding on the INVESTMENT ADVISOR and its respective successors and assigns, provided, however, that the rights and obligations of the INVESTMENT ADVISOR may not be assigned without prior written consent of CFX.

21. APPLICABLE LAW; DISPUTE RESOLUTION

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The INVESTMENT ADVISOR and CFX agree

that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

22. EXECUTION AND SEVERABILITY

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

23. JURISDICTIONAL MATTERS; WAIVER OF JURY TRIAL

(a) The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

(b) The parties hereto hereby irrevocably waive trial by jury, and irrevocably waive any objection, including, without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have to the bringing on any such actions or proceeding in Orange County, Florida.

24. HEADINGS DESCRIPTIVE; ENTIRE AGREEMENT

The headings of the several sections and subsections of the Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of the Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the subject matters hereof and thereof and supersedes all prior agreements, representations and understanding related to such subject matters. The Agreement may not be amended except in writing.

25. DOCUMENTED ALIENS

The INVESTMENT ADVISOR warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The INVESTMENT ADVISOR shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that INVESTMENT ADVISOR has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

26. E-VERIFY CLAUSE

The INVESTMENT ADVISOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the INVESTMENT ADVISOR during the term of the Agreement. INVESTMENT ADVISOR shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

27. INSPECTOR GENERAL

The INVESTMENT ADVISOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The INVESTMENT ADVISOR agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

28. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief Financial Officer

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To INVESTMENT ADVISOR: _____

Attn: _____

Attn: _____

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written. This Agreement was awarded by CFX's Board of Directors at its meeting on _____, 2017.

INVESTMENT ADVISOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Attachments:

- A. **Exhibit "A"** to CFX's Request for Proposal, entitled "Scope of Services"
- B. CFX Investment Policy