Document Last Updated 2/16/2017

Dated August 22, 2018

EAGLE CAPITAL MANAGEMENT, LLC

(the "Investment Manager")

- and -

City of Marietta Pension Board

(the "Client")

AMENDED AND RESTATED INVESTMENT MANAGEMENT AGREEMENT

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THIS AMENDED AND RESTATED INVESTMENT MANAGEMENT AGREEMENT (the "Agreement") is made effective as of August 22, 2018, between City of Marietta Pension Board (the "Client") and Eagle Capital Management, LLC (the "Investment Manager").

WHEREAS, Client and Investment Manager desire to amend and restate their Investment Manager Agreement, dated February 25, 2009 (attached hereto as **Schedule 1**), in accordance with the terms of this Amended and Restated Investment Management Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereby agree as follows:

1. Appointment of Investment Manager.

The Client appoints the Investment Manager as a discretionary manager of the Investment Account Assets (as defined in paragraph 2.2 below) in accordance with the terms of this Agreement. The Investment Manager accepts the appointment and agrees to manage the Investment Account Assets in accordance with (i) the Investment Manager's "Eagle Capital Management Investment Guidelines" as updated from time to time via written or email notice to the Client and (ii) any additional Investment Guidelines set out in **<u>Exhibit A</u>** to this Agreement as updated from time to time via written or email notice to the Investment Manager (collectively, the "Investment Guidelines"). The services of the Investment Manager are not exclusive and the Investment Manager is free to render similar services to others.

2. Investment Account Assets.

2.1 The Client will appoint an independent custodian or trustee (the "Custodian") and the Investment Account Assets will be held by the Custodian in a segregated account (the "Investment Account"). At no time will the Investment Manager have or take direct or indirect custody of the Investment Account Assets.

2.2 The "Investment Account Assets" will consist of the portfolio of assets entrusted from time to time to the management of the Investment Manager by the Client under this Agreement, being:

i. the cash, stocks, bonds, securities, funds and other investments or property of any kind whatsoever (reasonably acceptable to the Investment Manager); plus

ii. all investments, reinvestments and proceeds of the sale of those assets, including (but not limited to) all dividends, interest and earnings on investments, and all appreciation on and additions to such assets; minus

iii. any losses, expenses, withdrawals and distributions,

The Investment Account Assets will not include, and the Investment Manager will not have responsibility for, any assets of the Client not expressly allocated to the Investment Account under this Agreement, and the Investment Manager will only be responsible for such assets for as long as they remain in the Investment Account.

2.3 The Client may make contributions and withdrawals to the Investment Account by providing an acknowledged written notice to the Investment Manager. Any additions to the Investment Account must be reasonably acceptable to the Investment Manager.

3. Investment Authority.

3.1 Subject to the Investment Guidelines, the Investment Manager will, without obtaining further instructions and in accordance with its own judgment and discretion, sell, retain, exchange or otherwise deal in investments and other assets, subscribe to issues and offers for sale, advise on or execute transactions, effect transactions on any markets, negotiate and execute counterparty and account opening documentation, take all routine or day-to-day decisions and otherwise take any actions, which it considers necessary or desirable in connection with the Investment Account Assets.

4. Fees and Expenses.

4.1 For the Investment Manager's services, the Investment Manager is authorized to charge the Investment Account quarterly with one quarter of the annual fee at the rate outlined in **Exhibit B** (the "Management Fee"). The Management Fee will be calculated on the value of the Investment Account Assets at the end of each quarter and will be payable in arrears; provided that, to the extent that the Client makes a contribution or withdrawal to the Investment Account of an amount in excess of $10 million dollars or 5% of the value of the Investment Account Assets (such an amount being the "Prorated Amount") on any day other than the first day of a calendar quarter, the Management Fee payable in respect of the Prorated Amount will be prorated to reflect the number of days in the calendar quarter that the Prorated Amount formed part of the Investment Account Assets.

4.2 Any and all expenses directly relating to the investment of Investment Account Assets (including, but not limited to, all brokerage, commission and other transaction charges, custodian fees, interest charges, transfer and registration fees and all taxes, including any interest and penalties relating to such expenses), which may be levied or assessed under existing or future laws will, unless otherwise agreed, be charged to and paid out of the Investment Account Assets. The Client will be responsible for any such expenses that are not paid out of the Investment Account Assets.

5. Aggregation and Allocation.

5.1 The Investment Manager will have the authority, but not the obligation, to aggregate purchase or sale orders for the Investment Account Assets with similar orders being made simultaneously for other accounts managed by Investment Manager, or with accounts of the affiliates of the Investment Manager, if in the Investment Manager's reasonable judgment such aggregation will result in an overall economic benefit to the Investment Account considering the advantageous selling or purchase price, brokerage commission and other expenses.

5.2 The Client acknowledges that the determination of such economic benefit to the Investment Account Assets by the Investment Manager is subjective and represents the Investment Manager's evaluation that the Investment Account Assets are benefited by relatively better purchase or sales prices, lower commission expenses and beneficial timing of transactions or a combination of these and other factors.

5.3 In accounting for such aggregated order price, commission and other expenses will be averaged on a per bond or share basis daily.

5.4 It is understood that the Investment Manager performs investment advisory services for various clients and that other accounts and persons advised by the Investment Manager may have different investment objectives or considerations to the Investment Account. As a result, decisions regarding purchases and sales for each management account are made separately and independently in light of the objectives and purposes of each account.

5.5 The Investment Manager will allocate investment opportunities in a manner which it believes to be in the best interests of the accounts involved and in accordance with the Investment Manager's fiduciary responsibilities.

5.6 The Client agrees that the Investment Manager may give advice and take action in the performance of its duties with respect to any of its other clients which differ from action taken with respect to the Investment Account Assets.

6. Broker-Dealer Transactions.

6.1 The Investment Manager will have full authority and discretion to select the broker or dealer who will execute any transaction in respect of the Investment Account. If the Client directs the Investment Manager to execute transactions through one (or more) specific broker(s), the Investment Manager will not be liable for any loss resulting from acceptance of that direction. Nothing shall require the Investment Manager to accept direction to use a broker designated by the Client.

6.2 In the selection of brokers or dealers and the placing of orders, the Investment Manager will attempt to obtain the most favorable price and execution available, except to the extent it may be permitted to pay higher brokerage commissions for brokerage and research services as described below.

6.3 In using its best efforts to obtain favorable price and execution, the Investment Manager may take into account all factors it considers relevant, including, for example, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience, and financial stability of the broker or dealer involved and the quality of service provided by the broker or dealer in other transactions.

6.4 The Investment Manager will not be deemed to have acted unlawfully or to have breached any duty created by this Agreement solely because it caused the Investment Account to pay a broker or dealer who provides brokerage and research services to the Investment Manager a higher commission for carrying out a portfolio investment transaction than another broker or dealer would have charged for that transaction, if the Investment Manager determines in good faith that the commission was reasonable considering the value of the brokerage and research services provided by that broker or dealer. That good faith determination may consider the needs and interests of all accounts managed by the Investment Manager.

6.5 Subject to the foregoing, the Investment Manager may elect to trade the securities through or with any registered brokers or dealers, or through alternate trading systems, or directly with other holders and may use block transactions or consolidate for trading purposes the Investment Account's trades with similar trades being executed for other funds managed by the Investment Manager. However, the Investment Manager, and any firm affiliated with the Investment Manager, may not be the broker, dealer, agent, or principal for any of the Investment Account's security trades without the Investment Manager first notifying the Client in writing via regular or electronic mail.

6.6 The Investment Manager will not be liable for any acts or omissions of any broker or dealer selected by the Investment Manager, as long as the Investment Manager has not acted with gross negligence in its selection or continuance of dealings with a broker or dealer.

7. Voting Rights; Legal Claims.

7.1 The Investment Manager will vote all proxies relating to the Investment Account, but will not be responsible for participation in class action law suits.

8. Investment Manager Representations.

8.1 The Investment Manager acknowledges that it is a fiduciary with respect to the Client and the management of the Investment Account Assets under this Agreement. As such, the Investment Account Assets will be managed by the Investment Manager in the best interests of the Client pursuant to the terms of this Agreement.

8.2 The Investment Manager confirms that it is an investment adviser registered with the United States Securities and Exchange Commission under the Investment Advisers Act of 1940 as amended (the "Advisers Act"). The Client acknowledges receipt of the Investment Manager's current form ADV Part II and Privacy Disclosure Document. The Client has the right to terminate this agreement, without penalty, within five business days after entering if the Investment Manager's form ADV Part II was not received more than 48 hours prior to entering this agreement.

8.3 The Investment Manager warrants that:

i. it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and to carry out all the agreements and transactions within the scope of this Agreement; and

ii. it holds all necessary registrations, licenses and similar instruments under applicable laws to carry out its duties under this Agreement.

8.4 There exists in full force and effect an insurance policy protecting the Investment Manager (and its officers, directors, and employees) against liability or loss for a breach of fiduciary responsibility, errors and omissions and negligent acts by the Investment Manager in connection with its duties under the Agreement, and the coverage limitations of such policy equal or exceeds Five Million Dollars ($5,000,000).

9. Client Representations.

9.1 The Client warrants that it is authorized to enter into this Agreement and perform its obligations in accordance with the terms of this Agreement and has obtained all corporate authorizations and approvals necessary to permit the Investment Manager to carry out its duties and obligations under this Agreement.

9.2 The Client warrants that neither its entry into this Agreement nor into any transactions within the scope of this Agreement will breach in any material respect any law, rule or regulation applicable to the Client.

9.3 The Client understands that, from time to time, the Investment Account Assets may be invested in a "new issue," as defined in the U.S. Financial Industry Regulatory Authority's ("FINRA") Rule 5130 and the Client represents that it is not a restricted person for purposes of participation in new issues. The Client also represents that it is not (i) an executive officer or director of a public company or a covered non-public company for purposes of FINRA Rule 5131(b) (i.e., the "spinning" rule), (ii) a person materially supported by such an officer or director, or (iii) an entity that is more than 25% owned by such an officer or director and/or a person materially supported by such an officer or director. The Client will provide the Investment Manager with immediate written notice, via regular or electronic mail, should the Client determine that it is in breach of this representation and warranty or if its IPO eligibility status has changed.

9.4 The Client (or an advisor or consultant relied upon by the Client) in reaching a decision to seek to enter into this Agreement, has sufficient knowledge and experience in financial, tax and business matters as to enable the Client (or such advisor or consultant) to evaluate the merits and risks of the investment of the Investment Account Assets in accordance with the Investment Guidelines and to make an informed investment decision with respect to such considerations.

9.5 The Client represents that:

i. it is not an entity that would subject the Investment Manager to recordkeeping or other restrictions or requirements under rule 206(4)-5 of the Investment Advisers Act of 1940 (i.e., the "pay to play rule"); and

ii. no fees, bonuses or other compensation are being received by the Client or any of its personnel or related persons in connection with the Client's selection and appointment of the Investment Manager.

9.6 The Client represents and warrants that, to the best of its knowledge, none of:

i. the Client;

ii. any person controlling or controlled by the Client, or if the Client is a privately held entity, any person having a beneficial interest in the Client; or,

iii. any person for whom the Client is acting as agent or nominee in connection with the Investment Account,

is either:

i. a country, territory, individual or entity named on any list maintained by the Office of Foreign Assets Control ("OFAC"), nor is a person or entity prohibited under the OFAC Programs; or

ii. a senior foreign political figure (being a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government, whether elected or not; a current or former senior official of a major non-U.S. political party; or a current or former senior executive of a non-U.S. government-owned commercial enterprise), or any immediate family member or close associate of a senior foreign political figure.

9.7 The Client represents and warrants that it is not:

i. an employee benefit plan, as defined in Section 3(3) of ERISA;

ii. a plan, as that term is used in Section 4975 of the Code, that is subject to Section 4975 of the Code;

iii. a governmental plan or other entity that is subject to any federal, state or local law that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code; or

iv. an entity the assets of which constitute "plan assets" within the meaning of Department of Labor Regulation 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

The Client will provide the Investment Manager with immediate written notice should the Client determine that it is in breach of this representation and warranty. The Client will also provide to the Investment Manager any information that may be necessary for the Investment Manager's enforcement of its anti-money-laundering program.

10. Liability.

10.1 The Investment Manager will not be liable to the Client for any punitive, indirect or consequential damages or for damages that are not reasonably foreseeable, including (but not limited to) damages arising as a result of or in connection with:

i. events or circumstances beyond the Investment Manager's reasonable control including, but not limited to nationalization, expropriation, currency restrictions, act of war or terrorism, riot, revolution, acts of God or other similar events or acts;

ii. errors by the Client or by the Custodian in its instructions to the Investment Manager; or

iii. errors or omissions caused by a securities exchange, clearing system or similar third party securities processing, clearing or settlement system.

10.2 The Investment Manager will not be responsible for the title, validity or genuineness, including good deliverable form, of any property or evidence of title received or delivered by it pursuant to this Agreement and will be held harmless in acting upon any notice, request, consent, certificate or instrument reasonably believed by it to be genuine and to be signed or otherwise given by the proper party or parties.

10.3 No guarantee is given by the Investment Manager as to the performance or profitability of the Investment Account Assets or the success of any investment strategy recommended or used by the Investment Manager.

10.4 The Investment Manager will be entitled to rely and act on professional legal advice on all matters. The Investment Manager will not be liable for any action reasonably taken or omitted based on such professional legal advice so long as the Investment Manager was acting in good faith and selected such legal advisers with due care and informed such legal advisers of all pertinent facts relating to such advice.

11. Valuation.

11.1 The valuation of the Investment Account Assets will be determined by the Client or its Custodian and the Investment Manager will have no responsibility or liability for such valuations. If the Investment Manager disagrees with a particular valuation for purposes of calculating the fee payable to the Investment Manager under Section 4, the parties will negotiate in good faith to resolve that disagreement. The Investment Manager also performs regular reconciliations of the determination of the net asset value of the Investment Account Assets performed by the Custodian and will make the results of those reconciliations available on reasonable request.

12. Termination.

12.1 This Agreement will continue in effect until terminated: (i) at any time by the Client, with reasonable prior notice to permit the orderly processing of the Client's termination request, or (ii) on 30 days' prior notice by the Investment Manager to the Client.

12.2 Notwithstanding the foregoing, the Investment Manager may terminate this Agreement with immediate effect if the Client commits a material breach of this Agreement.

12.3 The Client will pay any accrued but unpaid fee up to and including the date of termination.

13. Reporting.

The Investment Manager will provide the Client with quarterly reports that set out the assets held in the Investment Account. It is understood that custodial records will be the prevailing source for tax information.

14. Books and Records.

The Investment Manager will maintain complete records relating to the provision of investment services under this Agreement for a period of at least five (5) years following each transaction or activity (or in accordance with applicable laws).

15. Confidentiality.

15.1 Each party will treat as confidential and not disclose to third parties (other than attorneys, employees, representatives and accountants who have a need to know in order to perform their respective responsibilities) the terms and conditions of this Agreement and all non-public information and advice given by either party to the other, under or in connection with this Agreement or the parties' activities under this Agreement (the "Confidential Information") unless disclosure is otherwise required by applicable law.

15.2 Neither party will make use of or disclose any Confidential Information of the other party except as expressly authorized in this Agreement or as required by law or legal process, or as part of a routine regulatory examination. Each party's obligations under this Section 15 with respect to the Confidential Information of the other party will extend only to the earlier of (i) such time as the information enters the public domain through no fault of the party seeking to disclaim a confidentiality obligation or; (ii) two (2) years following the termination of this Agreement.

15.3 The Investment Manager may disclose to prospective or existing investors that the Client is a client of the Investment Manager, except that the disclosure may not reveal the investment performance, amount or composition of the Client's Investment Account.

16. Assignment.

16.1 The Investment Manager will not assign (as that term is defined in the Investment Advisers Act of 1940) this Agreement without the prior consent of the Client.

17. Notices.

17.1 Any notice, direction, account reporting, instruction, acknowledgment, or other communication required by this Agreement will be in writing to Client or the Investment Manager, as applicable, at the following addresses:

To the Investment Manager:

Eagle Capital Management, LLC

499 Park Avenue, 17th Floor

New York, NY 10022

Attention: Ravenel B. Curry, III

To the Client:

City of Marietta Pension Board

Marietta City Hall

205 Lawrence Street NE

Marietta, GA 30060

Attention: Pension Board Secretary

The Client hereby authorizes the Investment Manager to deliver all regular account-related presentations, reports, marketing materials, and client notices or regulatory notifications required by this Agreement via electronic mail.

The Client further authorizes the designated authorized persons listed in **Exhibit C** ("**Authorized Persons**"), which may be adjusted from time to time via Client's written or email notice to the Investment Manager, to act on its behalf for purposes of this Agreement.

18. General Provisions.

18.1 This Agreement, together with the Investment Guidelines, constitutes the entire agreement between the parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings (written or oral), and there are no other agreements, understandings, representations or warranties of any kind, expressed or implied, not expressly set forth in this Agreement.

18.2 Except as otherwise expressly provided herein, this Agreement and its Investment Guidelines may not be amended, modified or waived without an agreement in writing signed by each of the parties to this Agreement.

18.3 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, as long as the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

18.4 This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same instrument.

18.5 No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement in respect of any occurrence or event on one occasion will operate as a waiver of any such right, power or remedy in respect of such an occurrence or event on any other occasion. Either party's failure to insist at any time on strict compliance with this Agreement or with any term hereof or any continued course of such conduct on its part will in no event constitute or be considered a waiver by such party of any rights or privileges.

18.6 This Agreement will be construed and interpreted in accordance with the laws of the State of Georgia to the extent not superseded by any federal law. Any legal proceeding arising out of this Agreement will be brought in the federal or state courts for Cobb County in the State of Georgia.

18.7 Investment Manager and Client hereby agree that all controversies which may arise between Investment Manager and Client concerning this Agreement between Investment Manager and Client, may be initially adjudicated via non-binding arbitration. Any arbitration will be held in Atlanta, Georgia, before one neutral arbitrator. In all arbitration cases, unless otherwise agreed by the parties in writing, the neutral arbitrator shall have experience in the area of municipal and/or benefits law.

[Remainder of page left intentionally blank; signature page follows immediately.]

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

EAGLE CAPITAL MANAGEMENT, LLC

By: ______________________

Name: Richard S. Robie III

Title: Chief Operating Officer

City of Marietta Pension Board

By: ______________________

Name: ROBERT B. MOSS

Title: PENSION BOARD CHAIRMAN

City of Marietta

Marietta

205 Lawrence Street
Post Office Box 609
Marietta, Georgia 30061

Motion Signature

File Number: 20170504

Defined Benefit Pension Plan Investment Policy Statement Approval

Motion approving the updated Defined Benefit Pension Plan Investment Policy Statement (IPS) as forwarded by the Pension Board. The update adds a section of the O.C.G.A. that is followed but has not been formally mentioned in the IPS.

The Pension Board decision to recommend passage was approved May 10, 2017, by a vote of 8-0-0, with one member absent.

Date June 14, 2017

R Steve Tumlin, Jr.

R. Steve Tumlin, Jr., Mayor

Stephanie Guy

Stephanie Guy, City Clerk

Investment Policy Statement

City of Marietta/BLW Defined Benefit Pension Plan

May 2017

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FUND DESCRIPTION

Purpose

This Investment Policy Statement has been adopted by the Board of the City of Marietta/BLW Defined Benefit Pension Plan ("Board") to outline the prudent and acceptable investment philosophy of the City of Marietta/BLW Defined Benefit Pension Plan. It will also define the City of Marietta/BLW Defined Benefit Pension Plan's investment management procedures and long-term goals. It is meant to provide a clear understanding between the Board, the Investment Committee, the Investment Consultant and Investment Managers concerning the investment policies and objectives of the Pension Fund.

Fund Leadership (Ordinance 7872)

The pension board shall consist of nine (9) members elected from posts as follows:

Post 1: City Manager or his designee
Post 2: Council Member
Post 3: Council Member
Post 4: General employee representative
Post 5: General employee representative
Post 6: General employee representative
Post 7: General employee representative
Post 8: Police department representative
Post 9: Fire department representative

The police chief and fire chief shall be ex-officio members of the pension board and shall only vote in the absence of the police and fire representatives.

Terms. All members shall be elected as hereinafter provided in November and shall begin service on January 1 for a term of three years.

Selection of council, police, fire and general employee members:

***Council Representative* (Ordinance 7893):** Two (2) members of the council shall serve on the pension board. Effective October 1, 2016, the two members representing council shall be the Chairman of the Personnel/Insurance Committee and the Chairman of the Finance/Investments Committee as provided in Section 1-4-040 V of City Code. If either of the Chairmen or Vice Chairman is unable or declines to serve for any reason, then a member of the applicable committee shall serve in their stead. If a vacancy still exits, then the Mayor with consent of council shall appoint an alternate.

***Police Representative*.** One member of the pension board shall be a representative of the police department. The senior officer in each of the ranks of police deputy chief, police major, police lieutenant, police sergeant, detective and police officer shall serve as a nominating committee for the police department. The highest-ranking officer shall serve as chairman of the nominating committee.

***Fire Representative*.** One member of the pension board shall be a representative of the fire department. The senior officer in each of the ranks of deputy chief, assistant chief, commander, lieutenant, firefighter engineer, and firefighter shall serve as a nominating committee for the fire department. The highest-ranking officer shall serve as a chairman of the nominating committee.

***Election of police and fire representatives*.** The chairperson of each respective nominating committee of police and fire shall call a meeting of the committee in November of the year immediately preceding the termination of the police and fire representatives on January 1 of the next year. The purpose of this meeting will be to nominate three employees from each of the departments of fire and police. The names of the three employees nominated shall be placed on a ballot with space provided for write-ins. The duration of the election period will not exceed ten business days, including period of early voting. Ballots shall be distributed by the nominating committees to all of the employees in the respective departments of police and fire. When used, paper ballots shall be marked in secret and returned to the nominating committee the same day they are distributed. If electronic voting is used, the method must be certified by the Director of Information Technology as maintaining anonymity. Each employee will vote for one candidate and the candidate receiving a plurality of votes shall be the representative of their respective departments to the pension board. If for any reason the duly elected representative of the police or fire departments cannot fulfill his or her office, the respective nominating committee shall call a meeting to designate a replacement for the duration of the vacated membership.

General Employees. Four (4) members of the pension board shall be representatives of the general employees. A nominating committee consisting of the director of human resources, or a designee thereof; two (2) persons appointed by the director of public works, one (1) of whom cannot be in a supervisory position; three (3) persons appointed by the BLW general manager, one (1) of which cannot be in a supervisory position; two (2) persons appointed by the city manager, one (1) of whom cannot be in a supervisory position; one person appointed by the director of parks and recreation shall nominate the candidates for membership on the pension board. The director of human resources, or the designee thereof, shall act as presiding officer of the nominating committee and call a meeting of the committee in the month of November in the year immediately preceding the end of the current member's term. The purpose of this meeting shall be to nominate two (2) candidates for each expiring term of a member of the pension board represented by the general employees. The names of such employees nominated shall be placed on a ballot with space provided for write-ins. The duration of the election period will not exceed ten business days, including periods of early voting. Ballots shall be distributed to all general employees. When used, paper ballots shall be marked in secret and returned to the nominating committee the same day they are distributed. If electronic voting is used, the method must be certified by the Director of Information Technology as maintaining anonymity. Each employee will vote for as many candidates as there are representative seats of the general employees expiring on January 1. The candidates receiving the highest plurality votes for such seats shall be selected as the representatives of the general employees to the pension board. If for any reason for duly elected representative of the general employees cannot fulfill his or her office, the nominating committee shall call a meeting to designate a replacement for the duration of vacated membership.

Officers. The pension board may elect such officers as it deems necessary. The board shall elect a chairperson and a secretary. The chairperson shall preside at meetings of the board, cast a vote on any issue, call meetings as may be necessary, and do all things necessary to carry on the orderly affairs of the board. The chairperson shall be selected by a majority vote of the board for a one-year term. The board shall designate, in writing, a secretary or other representative who shall have full authority to represent the board in all communications with any provider and the city's employees, including elected and appointed members of the governing authority. The secretary shall keep accurate minutes of all meetings of the board, recording those voting for and against any issue. Minutes shall be distributed to each member of the board, the council of the City of Marietta and shall be posted in a prominent place(s) within the City Government Complex.

Legal Assistance. The city attorney or other attorney appointed by the governing authority shall furnish legal advice to the pension board on any issue before it upon which legal advice is sought.

Meetings. The pension board shall meet at least quarterly. Five members of the board (including the chairperson) shall constitute a quorum. The city manager or his designee shall have authority to approve pension, retirement and disability payments pending a meeting of the board.

Rules of procedure. The pension board shall have the authority to promulgate rules and regulations for its internal operation, as well as the approval of payments within its jurisdiction.

Plan Sponsor Details

City of Marietta/BLW Defined Benefit Pension Plan

Federal Tax Identification Number

58-6000616 TEN

Fiscal Year End
June 30th

Key Contacts for the Pension

Board Chairman
Freddy Morgan

City Manager
Bill Bruton

Finance Director
Sam Lady

Secretary to the Board
Director of Human Resources & Risk Management
Davy Godfrey

Contact Information

Marietta City Hall
205 Lawrence St. NE
Marietta, GA 30060
(770)794-5545
(770)794-5567

Actuary

Cavanaugh Macdonald Consulting
3550 Busbee Pkwy, Suite 250
Kennesaw, GA 30144
Edward Koebel EA, MAAA, FCA
edk@cavmacconsulting.com
678-388-1706

Custodian Bank

SunTrust Bank
303 Peachtree Street, Suite 200
Atlanta, GA 30308
Ken Fillman
Ken.Fillman@SunTrust.com
404-827-6567

Investment Consultant

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6000 Poplar Avenue, Suite 325
Memphis, TN 38119
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Ian.janecek@gavionllc.com
Scott Arnwine
Senior Consultant
Scott.arnwine@gavionllc.com

INTRODUCTION

Purpose

This Investment Policy Statement has been adopted by the Board of the City of Marietta/BLW Defined Benefit Pension Plan to outline the prudent and acceptable investment philosophy of the Board, and defines City's investment management procedures and long-term goals. It is meant to provide a clear understanding between the Board, the Investment Consultant and Investment Managers concerning the investment policies and objectives of the Pension Fund.

Justification

The principal reason for developing this long-term investment perspective and for putting it in writing is to protect the Pension Fund from *ad hoc* revisions of a sound long-term perspective. The written investment policy will help maintain a long-term perspective when short-term market movements may be distressing and the conditions seem unfavorable for the attainment of long-term objectives.

The development of this investment policy follows the basic approach underlying financial planning: assessment of the Pension Fund's financial condition, setting of investment objectives, development of a strategy to meet the objectives, implementation of the strategy, regular review of the results and adjustments of the strategy or the implementation as circumstances dictate.

Policy Objectives

The purpose of this Investment Policy Statement (IPS) is to establish a clear understanding regarding the Pension Fund's investment objectives and management practices between the City of Marietta/BLW Defined Benefit Pension Plan, its Investment Consultant and the Investment Managers engaged by the Pension Fund. This Investment Policy Statement will:

1. Establish reasonable expectations, objectives and guidelines for the investment of the assets in the Fund.
2. Create the framework for a well-diversified asset mix that can be expected to generate achievable long-term returns at a level of risk acceptable to the City of Marietta, including:
   - Describing an appropriate risk posture for the investment of the Pension Fund;
   - Specifying broad target asset allocation ranges and constraints;
   - Establishing investment guidelines regarding the selection of investment managers, permissible securities and diversification of assets;
   - Specifying the criteria for evaluating the performance of the Pension Fund's Investment Managers.
3. Ensure this policy and its implementation conforms to OCGA 47-20-82, OCGA 47-20-83 and OCGA 47-20-84.
4. Define the responsibilities of the City of Marietta/BLW Defined Benefit Pension Plan, the Consultant and the Investment Managers.
5. Encourage effective communication between the City of Marietta/BLW Defined Benefit Pension Plan, its Consultant and the Investment Managers.

The investment policies described in this IPS should be dynamic. They should reflect the City of Marietta/BLW Defined Benefit Pension Plan's philosophy and current status regarding the investment of the Pension Fund. These policies will be reviewed and revised periodically to ensure they adequately reflect any changes related to the Pension Fund and capital markets expectations.

Policy Implementation

The following steps were undertaken by the Board, in conjunction and with the assistance of the Consultant:

1. Assess the Pension Fund's financial situation—identify its goals and needs.
2. Determine its tolerance for risk and investment time horizon.
3. Set long term investment objectives.
4. Identify any restrictions on the Fund and its assets, in keeping with all applicable State of Georgia statutes.
5. Determine the asset classes and mix appropriate (the "Asset Allocation") to maximize the likelihood of achieving the investment objectives at an acceptable level of risk, and in keeping with the limitations imposed by the statute.
6. Determine the investment methodology to be used with regard to investment manager selection and retention, rebalancing disciplines, portfolio reviews and reporting, etc.
7. Implement the decisions.

INVESTMENT PHILOSOPHY

The basic tenets under which this Pension Fund will be managed include the following:

1. A recognition of the investment restrictions specified by the State of Georgia in OCGA 47-20-82, OCGA 47-20-83 and OCGA 47-20-84. The Pension Fund shall be managed and overseen by the Board to fully comply with these regulations.
2. Modern Portfolio Theory, as recognized by the 1990 Nobel Prize, will be the primary influence governing the way the portfolio will be structured and how subsequent decisions will be made. The underlying concepts of Modern Portfolio Theory include:
   - Pensions are risk averse. The only acceptable risk is that which is adequately compensated by potential portfolio returns.
   - Traditional equity and bond markets are generally efficient. It is difficult to know ahead of time the next direction of the market as a whole or of any individual security.
   - The portfolio as a whole is more important than an individual security. The appropriate allocation of capital among asset classes: equities (stocks), fixed income (bonds) and cash will have far more influence on long-term portfolio results than the selection of individual securities. Investing for the long term (preferably longer than ten years) becomes critical to investment success because it allows the long-term characteristics of the asset classes to surface.

- For every risk level, there exists an optimal combination of asset classes that will maximize returns. A diverse set of asset classes will be selected to help minimize risk. The proportionality of the mix of asset classes will determine the long-term risk and return characteristics of the portfolio as a whole.
- The study of historical market behavior is used as a technique in modeling expected risk and returns. The selected time frames used in these models can greatly influence projected risks and returns.
- Portfolio risk can be decreased by increasing diversification of the portfolio and by lowering the correlation of market behavior among the asset classes selected. (Correlation is the statistical term for the extent to which two asset classes move in tandem or opposition to one another.)
- Asset diversification spreads the portfolio's investments among different assets to reduce individual investment risk. Asset allocation spreads investments among different classes of assets to reduce market risk. Systematic risk (i.e., market risk, liquidity risk and inflation risk) is common to all securities and cannot be eliminated entirely.

3. Equities offer the potential for higher long-term investment returns than cash or fixed income investments. Equities are also more volatile in their performance. Investors seeking higher rates of return must increase the proportion of equities in their portfolio, while at the same time accepting greater variation of results (including occasional declines in value).
4. Investing globally helps to minimize overall portfolio risk due to the imperfect correlation between economies of the world. Investing globally has also been shown historically to enhance portfolio returns, although there is no guarantee that it will do so in the future.
5. The underlying approach to the management of the Pension Fund shall be to optimize the risk/return relationship appropriate to the Pension Fund's needs and objectives. It will use a globally diverse portfolio of a variety of asset classes using institutional money management firms (investment managers) to invest in selected securities and strategies, and to periodically re-optimize (rebalance).

INVESTMENT OBJECTIVES/GOALS

The Board recognizes the importance of establishing investment performance objectives for the Pension Fund. The objectives establish a basis for judging the effectiveness of the Investment Policy Statement and the performance of the Investment Managers. The objectives are to be specific measurable standards that, when achieved, will ensure a well-funded retirement plan for the City of Marietta Employees. The specific investment return objectives for the Pension Fund shall be as follows:

1. Achieve or exceed the 7.25% actuarial rate of return as determined by the Pension Fund's actuary over a rolling five-year time period;
2. To exceed the rate of Inflation (as measured by the Consumer Price Index) by 3% over a rolling three-year time period;
3. To exceed the return of a balanced Market Index comprised of the Standard and Poor's 500 stock index and the Barclays US Aggregate Bond index in the proportions

equal to allowable limits as outlined in the Georgia State Legal Codes OCGA 47-20-82, OCGA 47-20-83 and 47-20-84;

4. For each engaged Investment Manager, realize an investment return, net of all fees, that exceeds their assigned benchmark(s) and the median of their peer group over a rolling five-year time horizon.

TIME HORIZON

This Investment Policy Statement assumes a long-term investment time horizon of ten years. Capital values do fluctuate over shorter periods and the Board recognizes that the possibility of capital loss does exist. However, historical asset class return data suggest that the risk of principal loss over a holding period of at least three to five years can be minimized with the asset diversification mix employed under this Investment Policy Statement.

RISK TOLERANCE

Investment theory and historical capital market return data suggest that, over long periods of time, there is a relationship between the level of risk assumed and the level of return that can be expected in an investment program. In general, higher risk (e.g., volatility of return) is associated with higher return.

Given this relationship between risk and return, a fundamental step in determining the investment policy for the Pension Fund is the determination of an appropriate risk tolerance. While the overall level of risk is governed in total by statutory constraints, within those constraints the City of Marietta/BLW Defined Benefit Pension Plan' risk tolerance is dictated by:

- Financial ability to accept risk within the investment program, and;
- Willingness to accept return volatility.

Taking these two factors into account, the Board rates the City of Marietta/BLW Defined Benefit Pension Plan' risk tolerance as moderate between bond and stock volatility, which historically falls between a 5% to 15% standard deviation, with an 8% to 10% target. The Board recognizes the difficulty of achieving the Fund's investment and financial objectives over the short run in light of the uncertainties of markets, and it accepts the volatility that will be experienced in order to achieve the Fund's long-term objectives. Accordingly, the Board will tolerate infrequent, very moderate negative returns through a market cycle according to each investment style. However, the overall effect of this Policy should be to minimize total volatility while maximizing total portfolio returns through diversification.

ASSET ALLOCATION

Investment Policy Mix

OCGA 47-20-82/83/84 provides guidance for investment policy on the basis of cost of securities when acquired for the portfolio. The following limits on the policy mix (target allocations are shown in the attached appendix) are established to comply with that guidance on a long-term basis.

Asset Class		Minimum	Maximum	Target
1. Equity		**20.0%**	**55.0%**	
	A. Large Cap	10.0%	55.0%	
	B. Small-Mid Cap	0.0%	30.0%	
	C. International	0.0%	10.0%	
	D. Public Real Estate (REITS)	0.0%	15.0%	
2. Fixed		**15.0%**	**80.0%**	
	A. Investment Grade	15.0%	80.0%	
	B. International	0.0%	7.5%	
3. Alternatives		**0.0%**	**15.0%**	
	A. Convertible Bonds	0.0%	15.0%	

Permitted Security Types

1. Stocks, Bonds, Marketable Fixed Income Securities, Money Market Funds.
2. Separately Managed Accounts, Unitized Trusts-Commingled Trusts, Mutual Funds, Closed-End Funds.
3. Individual Stocks, as long as they are traded on a major U.S. or International Exchanges.
4. Individual Bonds, as long as they traded on a major U.S. or International exchange.

Categories of Approved Investment Securities

All Investment Managers shall manage their assigned portfolios to comply with Georgia State Legal Codes OCGA 47-20-83 and 47-20-84.

1. Marketable securities issued by, or guaranteed by the governments of the U.S. or Canada.

2. Marketable securities issued by U.S. and non-U.S. based companies, subject to the issuer's market capitalization and financial strength as specified in paragraphs (1), (11) and (12) of OCGA 47-20-83.
3. Mortgage-Backed and Asset-Backed fixed income securities subject to certain credit rating and purpose restrictions as detailed in paragraphs (9), (13) and (15) of OCGA 47-20-83.
4. Non-U.S. government and corporate issued equity and debt securities are allowed subject to the restrictions contained in paragraphs (1), (7) and (10) of OCGA 47-20-83, and paragraph (b) of OCGA 47-20-84.

Rebalancing Procedures

At least quarterly, the City of Marietta/BLW Defined Benefit Pension Plan Board, in conjunction with its Consultant, will review asset levels for each of the asset classes, Investment Managers and strategies, and determine if assets should or must be moved in order to remain within the prescribed Investment Policy limits or to achieve improved performance in the portfolio. On occasions when such moves are warranted, the Investment Consultant will prepare recommendations and rationale for presentation to the Board for their approval and subsequent directions to the City of Marietta/BLW Defined Benefit Pension Plan staff for execution.

Annual Review

At least once each year, the City of Marietta/BLW Defined Benefit Pension Plan, in conjunction with the Investment Consultant, will undertake to review the above asset classes, targets and ranges with respect for expected future performance, taking into consideration capital market expectations and economic forecasts. If warranted, the Consultant will prepare recommendations and rationale for revisions to this Investment Policy Statement to reflect a new Policy Mix for approval by the Board, and subsequent directions to the City of Marietta/BLW Defined Benefit Pension Plan staff for execution.

SELECTION/RETENTION CRITERIA FOR INVESTMENTS

Investment Manager Selection

Assets of the Fund will be managed by Registered Investment Advisers (RIAs) selected by the Board in conjunction with recommendations of the Investment Consultant. Investment Managers will serve as fiduciaries to the Fund and be responsible for prudent and careful selection of securities within their investment mandates.

Investment Managers shall be chosen using the following general criteria:

1. Past performance, considered relative to other investment managers having the same investment objective. Consideration shall be given to both performance rankings over various time frames and consistency of performance.
2. Investment return history is compliant with professional standards, (GIPS) and audited by a qualified audit firm.

3. Costs are comparable to other investment managers with comparable objectives and investment styles, and product structures.
4. Service commitment by the Investment Manager to serve the Fund through effective and honest communications.
5. Size of the proposed investment mandate, relative to the Investment Manager's existing size and capacity.
6. Length of time the Investment Manager has been in existence and length of time the strategy has been under the direction of the current portfolio manager(s), and whether or not there have been material changes in the Investment Manager's organization and personnel.
7. Organizational leadership and commitment of the firm to the portfolio management team.
8. Financial strength of the firm and its ownership stability.
9. Historical return volatility and downside risk of each proposed investment.
10. Complementary perspective to other asset strategies in the Fund.
11. Likelihood of future investment success, compared to other investment managers in consideration.

While the above criteria are definitive in nature, it must be emphasized that these criteria constitute a guideline, and, in the course of evaluating an Investment Manager, other criteria may come to light that is of such a compelling nature as to outweigh certain elements of the above for purposes of selection or de-selection.

Cash Equivalent Vehicles

The City of Marietta/BLW Defined Benefit Pension Plan's objective is to maintain a minimal cash balance and when possible to be fully invested. All cash equivalent investments shall be pooled investment vehicles, such as money market funds, where the Fund's share price is intended to remain constant and the Fund's yield is comparable with the current risk-free rate of return.

Cash Equivalent vehicles shall comply with the OCGA 47-20-83 and 47-20-84.

Fixed Income and Equity Investment Manager Selection and Retention

All Investment Managers shall invest their assigned assets of the Fund in full compliance with the Georgia State Codes 47-20-83 and 47-20-84.

1. Any selected Investment Manager shall invest in vehicles such as: a commingled account, a separate account or a mutual fund.
2. The investment management fees charged by the Investment Manager should be less than the average of their peers in the same investment strategy and structure.
3. The Investment Manager should have an investment track record of no less than three years in the strategy under consideration.
4. The Investment Manager's average annualized return, net of portfolio expenses, over a three-year time period or more, should be in the top half (top

third is the target) of the returns generated by other comparable investment managers as compiled by leading national databases.

5. The Investment Manager will incur investment downside risk no more than 20% above that incurred by comparable investment managers with the same investment objective, as measured by the product composite's "downside standard deviation" over a two-year period.

Once selected, should any engaged Investment Manager's performance fall below the 75th percentile of comparable managers in a large peer universe for a period of two years, the selected Investment Manager will be placed on probation for the subsequent twelve months. If, over the subsequent year, the Investment Manager's average return for the applicable three-year period remains below the 75th percentile, the City of Marietta/BLW Defined Benefit Pension Plan, in conjunction with the Consultant, will make a determination as to whether the Investment Manager's mandate continues to be a prudent and appropriate investment.

Otherwise the Fund's Trustees may place any Investment Manager on probation, or terminate any Investment Manager for any reason they determine to be in the best interest of the Fund.

The City of Marietta/BLW Defined Benefit Pension Plan recognizes that all investments go through cycles and, therefore, there will be periods of time in which the investment objectives are not met or when specific Investment Managers fail to meet their expected performance targets. Recognizing that no Investment Manager is perfect all the time and that good years help to make up for bad ones, the City of Marietta/BLW Defined Benefit Pension Plan acknowledges the principle that Investment Managers must be given an opportunity to make up for poor periods. Unless there are extenuating circumstances, patience will often prove appropriate when performance has been disappointing.

The City of Marietta/BLW Defined Benefit Pension Plan staff and the Investment Consultant shall evaluate the organizational health of each Investment Manager at least annually. The evaluations shall consider the organizational stability and leadership depth of the firm, its investment processes and the operations. Investment Managers will be obligated to report organizational changes within their leadership, ownership and/or in their investment process promptly to the Investment Consultant. The City of Marietta/BLW Defined Benefit Pension Plan shall consider the stability and discipline within each Investment Manager and make investment manager changes when they determine such changes may be in the best interest of the Fund. As a matter of course, the Consultant and the Investment Managers shall keep the City of Marietta/BLW Defined Benefit Pension Plan apprised of any material changes in their outlook, recommended investment strategy and tactics.

Any material event that affects the ownership of the Investment Consultant or the Investment Manager or the management of the assets must be reported immediately to the City of Marietta/BLW Defined Benefit Pension Plan.

Frequency of Review

Reports

1. The Consultant shall arrange for the Investment Managers to provide the City of Marietta/BLW Defined Benefit Pension Plan with a report each month that shows the market values and returns for the assets under their management.

2. The Consultant shall provide no less frequently than on a monthly basis and within 15 business days within the end of each such month a performance report that meets the requirements of the City of Marietta/BLW Defined Benefit Pension Plan.
3. Each quarter, the Consultant and each Investment Manager shall prepare comprehensive performance reports that accurately report the investment performance of the Fund and each underlying portfolio. The quarterly reports will also include a review of the factors that contributed to the reported performance, and a review of economic and market behavior and conditions.

Duties and Responsibilities

The Investment Manager(s)

The Investment Managers are expected to manage their assigned asset style mandates in a manner consistent with this Investment Policy Statement, with their specific policy found in the appendix, and in accordance with the Georgia State Codes (OCGA 47-20-82, 47-20-83 and 47-20-84), Federal law and the Uniform Prudent Investor Act.

The Investment Managers shall:

1. Have full discretion with respect to market timing and security selection.
2. Employ internal controls to assure that the investments will be managed in compliance with all controlling statutes and regulations.
3. Have stated guidelines to establish minimum expectations.
4. Within thirty days of the end of the calendar quarter, provide to the City of Marietta/BLW Defined Benefit Pension Plan and its Consultant a statement indicating:
    a. The portfolio composition at cost and market value by sector.
    b. All individually-named securities and their respective market values.
    c. All cash transactions, including any transfers of Fund assets.
    d. Adherence to the Investment Policy.
    e. A list of any securities not in compliance with the list of security restrictions.
    f. A copy of their proxy voting record for the previous quarter.
5. Each year, provide a copy of their proxy voting policies and procedures.
6. Each year, provide to the Board and the Investment Consultant a copy of Section II of the Investment Manager's Form ADV (registration form filed with the SEC each year).
7. Be expected to produce on request documentation in support of buy, sell and hold decisions.

The Consultant

The Consultant is expected to consult on the Fund in a manner consistent with this Investment Policy Statement and in accordance with the Georgia State Codes, (OCGA 47-20-82, OCGA 47-20-83 and 47-20-84) and Federal law and the Uniform Prudent Investor Act. The Consultant is a Registered Investment Adviser and shall act as the Investment Consultant to the City of Marietta/BLW Defined Benefit Pension Plan until the City of Marietta/BLW Defined Benefit Pension Plan decides otherwise.

The Consultant shall be responsible for:

1. Designing, recommending and implementing an appropriate asset allocation plan consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
2. Recommending an appropriate custodian to safeguard the Fund's assets.
3. Recommending Investment Managers within each asset category.
4. Providing each Investment Manager with a current copy of the IPS.
5. Write manager specific policies as necessary.
6. Monitoring the performance of all selected Investment Managers.
7. Recommending changes to any of the above.
8. Periodically reviewing the suitability of the Fund's investments for the City of Marietta/BLW Defined Benefit Pension Plan.
9. Preparing and presenting appropriate performance reports.

The Consultant will not take title to any assets, nor shall the Consultant exercise discretionary control over any of the Fund's assets. The Consultant shall be responsible only for making recommendations to the City of Marietta/BLW Defined Benefit Pension Plan and to carry out its responsibilities as directed by the City of Marietta/BLW Defined Benefit Pension Plan.

City of Marietta/BLW Defined Benefit Pension Plan

The City of Marietta/BLW Defined Benefit Pension Plan shall be responsible for:

1. The oversight of the Fund.
2. Defining the investment objectives and policies of the Fund.
3. Directing its Consultant to make changes in the Investment Policy, and to oversee and to approve or disapprove the Consultant's recommendations with regard to policy, guidelines, objectives, Investment Manager searches, monitoring and performance oversight on a timely basis.
4. The City of Marietta/BLW Defined Benefit Pension Plan shall provide the Consultant with all relevant information on the City of Marietta/BLW Defined Benefit Pension Plan's financial conditions and risk tolerances, and shall notify the Consultant promptly of any changes to this information.

ADOPTION

Adopted by the below signed:

City of Marietta/BLW Defined Benefit Pension Plan

Freddy L Morgan

By: Freddy Morgan, Chairman, Pension Board

R Steve Tumlin Jr.

By: R. Steve Tumlin, Mayor

Stephanie Guy

By: Stephanie Guy, City Clerk

Date: 6-14-17

Approved as to Form:

By: Doug Haynie, City Attorney

Date: 6-14-17

APPENDIX

Allocation target ranges are provided to accommodate fluctuations in market value while providing guidance to the City of Marietta/BLW Defined Benefit Pension Plan and its Consultant regarding the appropriate mix of assets relative to portfolio performance, current capital market expectations and economic conditions. The following policy mix is established to comply with the guidance of OCGA 47-20-82/83/84 on a long-term basis while providing the greatest potential for the portfolio to achieve its investment objectives.

Asset Class		Minimum	Maximum	Target
1. Equity		**20.0%**	**55.0%**	**50.0%**
	A. Large Cap	10.0%	55.0%	
	B. Small-Mid Cap	0.0%	30.0%	
	C. International	0.0%	10.0%	
	D. Public Real Estate (REITS)	0.0%	15.0%	
2. Fixed		**15.0%**	**80.0%**	**40.0%**
	A. Investment Grade	15.0%	80.0%	
	B. International	0.0%	7.5%	
3. Alternatives		**0.0%**	**15.0%**	**10.0%**
	A. Convertible Bonds	0.0%	15.0%	

Date Recommended: May 10, 2017

City of Marietta/BLW Defined Benefit Pension Plan

By: Freddy Morgan, Chairman, Pension Board

Freddy L Morgan

EXHIBIT B

EAGLE CAPITAL MANAGEMENT FEE SCHEDULE

- 1.0% on the Client's first $5 million of Investment Account Assets
- 0.75% on amounts above $5 million

Is this account related to other existing Eagle Accounts? **YES ☐ NO ☒**

The account is related to the following accounts:

EXHIBIT C

PART A: LIST OF AUTHORIZED PERSONS

DATE: 8/22/2018

The Client hereby authorizes the below-designated authorized persons to act on its behalf with respect to this Agreement.

[Insert names and signature specimens of Authorized Persons below.]

Authorized Person Name(s)	**Signature(s)**
Sam Lady	[signature]
Robert Moss	Robert B. Moss

PART B: PAPERLESS REGULATORY NOTICES AND ACCOUNT REPORTING

Notifications and client correspondence may be sent to the following primary email contact address:

Email Address: slady@mariettaga.gov