

## INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 21 day of May, 2019, by and between RAYTOWN C-2 SCHOOL DISTRICT, a Missouri public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in St. Louis, Missouri (hereinafter the "Advisor").

### WITNESSETH

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

**WHEREAS**, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

**WHEREAS**, the Client desires to have the Advisor perform arbitrage rebate calculation services in connection with the Advisor's management of proceeds of tax-exempt or tax-advantaged bonds (the "Bonds") under this Agreement; provided that, such services shall be provided with respect to a series of the Bonds only if 100% of the proceeds of such series of Bonds is invested as Managed Funds pursuant to this Agreement; such services will not be provided with respect to a series of Bonds if only a portion of the proceeds of such Bonds is invested as Managed Funds pursuant hereto; and

**WHEREAS**, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

## **1. SERVICES OF ADVISOR.**

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to U.S. Bank National Association, as the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client 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 Advisor by such brokers and dealers.

Upon request, the Advisor will provide non-discretionary investment advisory services to the Client and will assist the Client in directly purchasing non-negotiable Certificates of Deposit ("CDs"), which are intended to be fully insured by the Federal Deposit Insurance Corporation ("FDIC"), for the Client's account directly from the issuers of such CDs or through such brokers as the Advisor selects. At the request of the Client, the Advisor will timely advise the Client of CDs available to satisfy the Client's requirements. The Advisor and the Client agree that all CDs acquired by the Client hereunder shall be approved in advance of purchase by an authorized representative of the Client. Each CD will be issued by the financial institution in book-entry form and the book-entry registration shall be maintained by the financial institution. A safekeeping receipt or copy of the CD will be provided by the financial institution and will be retained by the Advisor as evidence of the deposit. Purchases of such CDs shall be conditioned upon the Client establishing and opening an account with a local government investment pool or registered investment company for which the Advisor serves as investment advisor and transfer agent (either, a "Pool"). The Client's purchase of CDs will be funded from the designated account of the Client in the Pool (the "Pool Account"). The Client authorizes the Advisor, in its capacity as transfer agent of the Pool, to redeem shares in the Pool Account, and the Client authorizes the Pool's custodian

to wire cash from the Pool Account to financial institutions that will issue CDs being purchased by the Client. All principal and interest from a matured CD will be credited to the Pool Account promptly upon receipt. The Advisor shall not take possession of cash or securities in the Pool Account and shall have no responsibility in connection therewith. The Client acknowledges financial institutions from which CDs are purchased may be small in size and may not be rated by national credit rating organizations. The CDs will not be collateralized. Hence there will be reliance on federal deposit insurance and it is crucial that the Client's CDs be fully covered by FDIC insurance. The Client understands that (i) the CDs in amounts above applicable FDIC insurance limits are not insured, (ii) substantially all of the credit research performed by the Advisor will relate to the eligibility/applicability of FDIC insurance to the CDs, and (iii) in determining FDIC insurance limits, Federal regulations provide that all amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means in a financial institution regardless of the source, will be combined in determining the insurance limit. The Advisor will maintain records of all CDs purchased by the Client hereunder to assist the Client in maintaining CDs within applicable insurance limits, but the Advisor is not responsible for the effects on FDIC insurance limits of deposits made directly by the Client or through other arrangements. It is the Client's sole responsibility to determine that deposits made directly by the Client outside of this Agreement or through other arrangements outside of this Agreement do not cause the CDs purchased by the Client hereunder to exceed the insurance limit. The Advisor will not monitor deposits made directly by the Client or through other arrangements and the Client agrees the Advisor has no responsibility therefor. FDIC-insured CDs are generally not negotiable and not liquid. Substantial penalties may apply if the Client makes an early redemption. The Client authorizes the Advisor to charge the Pool Account for the advisory fee relating to CDs and authorizes the custodian of the Pool to disburse funds from such Pool Account for the payment of the advisory fee relating to CDs.

The Custodian shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will

engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

## **2. PREPARATION OF ARBITRAGE REBATE REPORTS.**

(a) The Advisor shall maintain records of all transactions in the Managed Funds as may be required by the Internal Revenue Code of 1986, as amended (the "Code") and applicable U.S. Treasury regulations with regard to proceeds of the Bonds invested pursuant to this Agreement. The Advisor will calculate the amount of rebate liability with respect to the Bonds as of the end of each bond year (or other appropriate period) and as of the final maturity, redemption of or other retirement of the Bonds (each such date referred to herein as a "Calculation Date") for as long as the Advisor is retained under this Agreement to provide such arbitrage rebate calculation services, applying the Regulations in effect on such Calculation Date. The Advisor will provide the following services: (i) calculation of the amount of rebate liability with respect to the Bonds as of each Calculation Date, and (ii) delivery of schedules reflecting such rebate liability calculation and the assumptions involved.

(b) The Client undertakes to provide or cause to be provided to the Advisor all relevant data, as requested from time to time, with respect to each Calculation Date within 15 days after each such date and the Client agrees to cooperate with all reasonable requests in connection therewith. In addition, the Client agrees to cooperate with all reasonable requests from the Advisor for Bond related information including, but not limited to, the Official Statement; Bond Resolution; Non-Arbitrage Certificate; IRS Form 8038, 8038-G, or 8038-B; any closing order or receipt; and Verification Report. This information will be necessary in order to identify the amount of "gross proceeds" (as that term is used in the Code) of the Bonds subject to the rebate requirement, investment income thereon and applicable yields on the Bonds and on such investments in order to calculate the rebate liability of the Client with respect to the Bonds as of the Calculation Date. The Advisor is not being engaged to duplicate work performed by any prior rebate calculation agent, to independently determine whether there were "prohibited payments" or "imputed receipts" within the meaning of the Regulations or to perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds, and the Advisor will be entitled to rely entirely on information provided by or at the direction of the Client without independent verification of such information. The Advisor is also not being engaged to audit or review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for the rebate liability to the extent set forth in this Agreement, and the Advisor shall be under no obligation to consider any information obtained by the Advisor pursuant to this Agreement for any purpose other than determining such rebate liability.

### 3. COMPENSATION.

(a) (i) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management (excluding daily net assets invested in certificates of deposit) according to the schedule below:

<u>Average Assets Under Management</u>	<u>Fees</u>
Initial \$25 Million	10 basis points (0.10%)
Next \$25 Million	8 basis points (0.08%)

(ii) With respect to the purchase of CDs for the Managed Funds as provided in Section 1 hereof, the Client shall pay the Advisor, an annual fee at a rate equal to 15 basis points (0.15%) per annum, applied against the principal amount of each CD purchased; such fee includes fees incurred by the Advisor to third parties in connection with such purchase.

(b) (i) The Advisor shall prepare an invoice for the investment management fee (excluding the investment management fee for CDs) and shall submit it to the Client for approval. Unless instructed otherwise within 15 calendar days of the postmark on the invoice, the Client authorizes the Advisor to charge such invoice to the Pool Account and instructs the Pool custodian to disburse funds from that account for the payment of the fees to the Advisor. If sufficient funds are not available, the Client agrees to compensate the Advisor from other sources within 30 calendar days of the postmark date. If the Advisor shall serve for less than the whole month, the compensation shall be pro-rated.

(ii) With respect to the payment of the investment management fee for CDs, the Client authorizes the Advisor to charge the Pool Account for the management fee and authorizes the Pool custodian to disburse funds from the Pool Account for the payment of the management fee to the Advisor using one of the methods selected below:

- The entire management fee will be deducted from the Pool Account upon settlement of the CD (refundable pro rata in the event of an early withdrawal); or
- The monthly amount of the management fee will be deducted from the Pool Account after the close of each month.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a Pool (as such term is defined in Section 1 hereof), 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 Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

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

#### **4. EXPENSES.**

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, executive and supervisory personnel for managing the Managed Funds, and fees and expenses of the Custodian.

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

#### **5. REGISTERED ADVISOR; DUTY OF CARE.**

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client 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.

#### **6. ADVISOR'S OTHER CLIENTS.**

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the 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 the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the 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.

**7. TERM.**

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice to the Advisor by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice to the Client.

**8. FORCE MAJEURE.**

The 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 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, or mechanical or other malfunction.

**9. DISCIPLINARY ACTIONS.**

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

**10. INDEPENDENT CONTRACTOR.**

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

**11. BOOKS.**

The Advisor shall maintain records of all transactions in the Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

**12. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.**

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

**13. 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.

**14. SUCCESSORS AND ASSIGNS.**

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

**15. NOTICE.**

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

Raytown C-2 School District  
6608 Raytown Road  
Raytown, MO 64133  
Attn: Jaqueline Vernon



Advisor's Address

PFM Asset Management LLC  
77 West Port Plaza  
Suite 220  
St. Louis, MO 63146  
Attn: Jason Glidden

With copy to:

PFM Asset Management LLC  
1735 Market Street  
43<sup>rd</sup> Floor  
Philadelphia, PA 19103  
Attn: Controller

**16. APPLICABLE LAW.**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Missouri. The Advisor and the Client 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.

**17. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

**PFM ASSET MANAGEMENT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Director

**RAYTOWN C-2 SCHOOL DISTRICT**

By: *ST* \_\_\_\_\_

Name: STEVE A. SHEPHERD

Title: ASSOC. S-PT.