

Meeting Date
July 12, 2016



AGENDA	
Section	Consent
Item No.	II.C.1

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval: Re: Renewal of Existing Agreement with PFM Asset Management, LLC for Investment Advisor Services (Fiscal Impact: \$100,000)
DEPT/OFFICE:	Central Service Office for County Finance Department

**Requested Action:**  
 It is requested that the Board of County Commissioners approve and authorize the Chairman to execute an Amendment to the Investment Management Services Agreement with PFM Asset Management, LLC which renews the existing Agreement for one year.

**Summary Explanation & Background:**  
 On August 4, 2009, the Board of County Commissioners executed an agreement with PFM Asset Management, LLC for investment management services effective September 1, 2009 through August 31, 2014. The agreement includes a provision that the agreement may be renewed for three (3) one-year renewals at the discretion of the Board of County Commissioners.  
 The current amendment to agreement is for the final (1) one-year renewal with the same terms remaining in force as the original Agreement. The new term shall begin September 1, 2016 and end on August 31, 2017.  
 Fiscal Impact: \$100,000 fixed annual fee is funded from General Government (200500)

**Clerk to the Board Instructions:**

**Exhibits Attached:** Amendment

**Contract /Agreement (If attached):** Reviewed by County Attorney    Yes        No        PR

County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension Teresa Camarata, Central Services Director
Stockton Whitten	Assistant County Manager	<i>Teresa Camarata</i>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

July 13, 2016

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Renewal of Existing Agreement with PFM Asset Management, LLC for Investment Advisor Services

The Board of County Commissioners, in regular session on July 12, 2016, executed an Amendment to the Investment Management Services Agreement with PFM Asset Management, LLC which renews the existing Agreement for one year. Enclosed is the executed Agreement for your action.

**Upon execution by PFM Asset Management, LLC, please return the fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

## AGREEMENT TO EXTEND EXISTING CONTRACT

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of September, 2016 by and between PFM Asset Management LLC, a Delaware limited liability company with an office in Orlando, Florida, hereinafter "PFM" or the "Investment Advisor" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

### WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Service Agreement on September 1, 2009;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time, under the same terms and conditions.

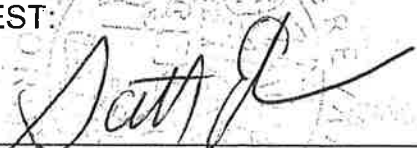
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Agreement between the parties dated September 1, 2009, and extended September 1, 2014 and September 1, 2015, is hereby extended in its term until **August 31, 2017**, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

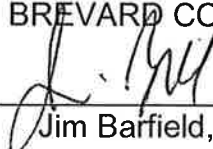
ATTEST:

By

  
\_\_\_\_\_  
Scott Ellis  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By

  
\_\_\_\_\_  
Jim Barfield, Chairman  
Brevard County Commission  
(As approved by the Board on July 12, 2016)

Reviewed for legal form and content:

By

  
\_\_\_\_\_  
Assistant County Attorney

PFM Asset Management LLC

By

\_\_\_\_\_

AGREEMENT TO EXTEND EXISTING CONTRACT

**THIS AGREEMENT** made and entered into this 1st day of September 2015 by and between PFM Asset Management LLC, a Delaware limited liability company with an office in Orlando, Florida, hereinafter "PFM" or the "Investment Advisor" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

**WITNESS ETH:**

WHEREAS, the parties hereto have previously entered into Agreement on September 1, 2009, with an additional 1 year renewal on September 1, 2014;


WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time, under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

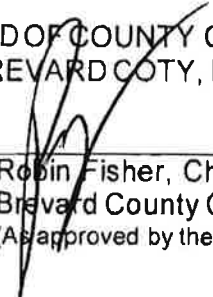
1. That the previous Agreement between the parties dated September 1, 2009 and September 1, 2014 is hereby extended in its term until **August 31, 2016**, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

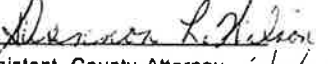
By   
Scott Ellis  
Clerk of the Circuit Court

**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

By   
Robin Fisher, Chairman  
Brevard County Commission  
(As approved by the Board on July 7, 2015)

**PFM Asset Management LLC**

Reviewed for legal form and content:

By   
Assistant County Attorney 6/11/15

By 



**The PFM Group**  
Financial & Investment Advisors

Lincoln Plaza  
Suite 1170  
300 S. Orange Avenue  
Orlando, FL  
32801-3470

407 648-2208  
407-648-1323 fax  
www.pfm.com

August 12, 2015

## Memorandum

**To:** Leslie Rothering  
Brevard County Purchasing Services

**From:** Steven Alexander  
PFM Asset Management LLC

**Re:** Contract Amendments

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As requested, please find enclosed, three (3) fully executed contract amendments between Brevard County and PFM Asset Management LLC, for your recording.

If you have any questions feel free to contact me at (407) 406-5750 or email me at [alexanders@pfm.com](mailto:alexanders@pfm.com).

RECEIVED

AUG 13 2015

Brevard County  
Purchasing Services



July 8, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.D.12., Agreement to Extend Existing Contract with PFM Asset Management, LLC,  
for Investment Advisor Services

The Board of County Commissioners, in regular session on July 7, 2015, executed Amendment to the Investment Management Services Agreement with PFM Asset Management LLC, renewing the existing Agreement for one year. Enclosed is the executed Amendment.

**Upon execution by PFM Asset Management LLC, please return the fully-executed Amendment to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

/af

Encl. (1)

cc: Steve Burdett, County Finance Director  
Contracts Administration

Meeting Date
July 7, 2015



AGENDA	
Section	Consent
Item No.	II D, 12

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Approval: Re: Renewal of Existing Agreement with PFM Asset Management LLC for Investment Advisor Services
<b>DEPT/OFFICE:</b>	County Finance Department

**Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute an Amendment to the Investment Management Services Agreement with PFM Asset Management LLC which renews the existing Agreement for one year.

**Summary Explanation & Background:**

On August 4, 2009, the Board of County Commissioners executed an agreement with PFM Asset Management LLC for investment management services. The agreement includes a provision that the agreement may be renewed for three (3) one-year renewals at the discretion of the Board of County Commissioners.

On May 27, 2014 the Board of County Commissioners extended the original agreement for another year.


The current amendment to the agreement is for a one year renewal with the same terms remaining in force as the original Agreement. The new terms shall begin September 1, 2015 and end on August 31, 2016

Fiscal Impact: \$100,000 fixed annual fee is funded from General Government (200500)

**Clerk to the Board Instruction:** Forward Agreements to Central Services Office upon signature by Chairman

**Exhibits Attached:** Agreement to Extend, Email Committee Recommendation

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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<b>County Manager</b>	<b>Deputy County Manager</b>	<b>Department Director / Extension</b> Steve Burdett County Finance, 637-2002 
Stockton Whitten	Assistant County Manager	

**AGREEMENT TO EXTEND EXISTING CONTRACT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of September 2014 by and between PFM Asset Management LLC, a Delaware limited liability company with an office in Orlando, Florida, hereinafter "PFM" or the "Investment Advisor" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, the parties hereto have previously entered into Agreement on September 1, 2009;


WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time, under the same terms and conditions.

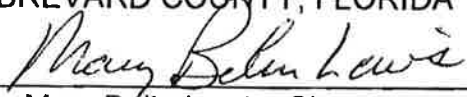
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Agreement between the parties dated September 1, 2009 is hereby extended in its term until **August 31, 2015**, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By   
\_\_\_\_\_  
Scott Ellis  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
By   
\_\_\_\_\_  
Mary Bolin Lewis, Chairman  
Brevard County Commission  
(As approved by the Board on May 27, 2014)

Reviewed for legal form and content:

By  6/12/14  
\_\_\_\_\_  
Assistant County Attorney

PFM Asset Management LLC

By   
\_\_\_\_\_



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

May 28, 2014

**M E M O R A N D U M**

**TO:** Stockton Whitten, County Manager

**RE:** Item II.D.4., Agreement to Extend Existing Contract with PFM Asset Management LLC for Investment Advisor Services

The Board of County Commissioners, in regular session on May 27, 2014, executed Agreement to Extend Existing Contract with PFM Asset Management LLC for investment advisor services, extending the existing Agreement for one year. Enclosed is the original Agreement.

**Upon execution by PFM Asset Management LLC, please return the original Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

**AGREEMENT TO EXTEND EXISTING CONTRACT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of September 2014 by and between PFM Asset Management LLC, a Delaware limited liability company with an office in Orlando, Florida, hereinafter "PFM" or the "Investment Advisor" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, the parties hereto have previously entered into Agreement on September 1, 2009;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time, under the same terms and conditions.


NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Agreement between the parties dated September 1, 2009 is hereby extended in its term until **August 31, 2015**, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By   
\_\_\_\_\_  
Scott Ellis  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
By   
\_\_\_\_\_  
Mary Bolin Lewis, Chairman  
Brevard County Commission  
(As approved by the Board on May 27, 2014)

Reviewed for legal form and content:

By   
\_\_\_\_\_  
Assistant County Attorney

PFM Asset Management LLC

By   
\_\_\_\_\_



RECEIVED  
2009 SEP 15 AM 10:18  
BREVARD COUNTY  
FINANCE DEPT.

September 2, 2009

MEMORANDUM

TO: Steve Stultz, Central Services Director

RE: Item III.C.1., Service Agreement with PFM Asset Management LLC for Investment Management Services

The Board of County Commissioners, in regular session on September 1, 2009, authorized the Chairman to execute the previously approved contract for services with no-cost changes requested by the investment advisor, PFM Asset Management LLC. Enclosed are original and two executed copies of the Service Agreement.

Upon execution of the Agreement by the Investment Advisor, please forward the original document to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Handwritten signature of Tamara Van Fossan in cursive.

Tamara Van Fossan, Deputy Clerk

Encls. (3)

cc: Contracts Administration  
Finance  
Budget

09-08-09 A08:20 IN

## SERVICE AGREEMENT

This Agreement, entered into as of the 1 day of Sept in the year 2009 by and between Brevard County a public agency (hereinafter "The County"), and PFM Asset Management LLC, a Delaware limited liability company with an office in Orlando, Florida, (hereinafter "PFM" or the "Investment Advisor").

### WITNESSETH

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

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

**WHEREAS**, PFM was selected as a result of a Request for Proposals for investment management services; and

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

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

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

#### 1. SERVICES OF THE ADVISOR.

PFM will provide investment management of the Initial Funds and such other funds as the COUNTY may from time to time assign by written notice to PFM (collectively the "Long-Term Core Funds"). In connection therewith, PFM will provide investment research and supervision of the COUNTY's Long-Term Core Funds and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the COUNTY's Long-Term Core Funds assets.

PFM shall continuously monitor investment opportunities and evaluate investments of the COUNTY's Long-Term Core Funds. PFM shall furnish the COUNTY with statistical information and reports with respect to investments of the Long-Term Core Funds. PFM shall provide the County Finance Department and the County Manager's Office monthly reports detailing the "Long Term Core Investment" activity, weighted average maturity, accrued interest by investment type, rating of investment by Standard & Poor's and Moody's. PFM shall also

provide monthly reports including both the "Short Term" and "Long Term" portfolio composition showing the diversity of investments and compliance with applicable investment policies of the County and State of Florida Statutes. PFM will prepare and present Quarterly and an Annual Investment report which shall include both the "Short Term / Bond Proceeds" and "Long Term" portfolio to the County's Investment Committee and to the County Commission.

PFM shall place all orders with brokers or dealers recommended by PFM and/or the COUNTY, and to that end PFM is authorized as agent of the COUNTY to give instructions to the depository designated by the COUNTY as its custodian as to deliveries of securities and payments of cash for the account of the County.

In connection with the selection of such brokers and dealers and the placing of such orders, PFM is directed to seek for the COUNTY 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 PFM by such brokers and dealers.

The depository designated by the COUNTY shall have custody of cash, assets and securities of the COUNTY. PFM shall not take possession of or act as custodian for the cash, securities or other assets in the Long-Term Core 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 Statutes, bond covenants, Board policy, and County Ordinances.

PFM shall be entitled to rely upon the COUNTY's written advice with respect to anticipated draw downs of Long-Term Core Funds. PFM will observe the instructions of the COUNTY with respect to broker/dealers who are approved to execute transactions involving the COUNTY's Long-Term Core Funds and in the absence of such instructions will engage broker/dealers who PFM reasonably believes to be reputable, qualified and financially sound.

PFM shall work with County staff in developing an annual cash flow projection in determining the amount of Long Term Core Investments. PFM will serve as a general resource to County staff on financial market information, providing advice and training regarding fixed income securities, investments, and treasury operations.

## **2. COMPENSATION.**

(a) For services provided by PFM pursuant to this Agreement, the COUNTY shall pay PFM an annual fee, in monthly installments, based on the daily net assets under management at an annual rate of:

<u>Average Assets Under Management</u>	<u>Fees (in Basis Points)</u>
First \$25 million	7 basis points
\$25 million to \$50 million	6 basis points
Over \$50 million	5.5 basis points

The maximum annual fee shall be \$100,000.

The above referenced fees shall remain the same through the term of this Agreement.

(b) PFM will bill the COUNTY monthly for the service performed under this Agreement, said bill to indicate the month for which the payment is requested. The COUNTY shall pay to PFM the amount payable pursuant to this Agreement not later than on the 15<sup>th</sup> day of the month following the month during which PFM's statement was rendered.

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

### **3. EXPENSES.**

(a) PFM 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, the COUNTY shall pay all of its own expenses including, without limitation, taxes, fees and expenses of the COUNTY'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 Long-Term Core Funds including safekeeping of funds and securities and the keeping of books and accounts.

(c) The County reserves the right to deduct from any Investment Advisor invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

### **4. RESPONSIBILITY OF PFM.**

PFM hereby represents it is a registered investment advisor under the Investment Advisors Act of 1940. PFM shall immediately notify the COUNTY if, at any time during the term of this Agreement it is not so registered or if its registration is suspended. PFM agrees to perform its duties and responsibilities under this Agreement with reasonable care. Additionally, PFM will perform its services in compliance with Florida Statutes, Brevard County Board of County Commissioners Investment Policy, and Brevard County Ordinance.

### **5. STANDARDS OF PRUDENCE.**

PFM, as the investment advisor, shall be held to the "Prudent Expert" standard. This standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, PFM shall exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like

capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of the capital.

**6. CONFLICT OF INTEREST.**

The COUNTY understands that PFM performs investment advisory services for various other clients, which may include investment companies and/or commingled trust funds. The COUNTY agrees that PFM 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 COUNTY's Long-Term Core Funds, so long as it is the policy of PFM, 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. PFM shall not have any obligation to purchase, sell or exchange any security for the COUNTY's Long-Term Core Funds solely by reason of the fact that PFM, 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.**

The term of this Agreement shall be from ~~sept~~1, 2009 to ~~Aug~~ 31, 2014. The County shall have the option to renew this agreement for three (3) one-year renewals by giving sixty (60) days prior written intention to PFM. Said renewal options are at the sole option and discretion of the Board of County Commissioners.

**8. INSURANCE.**

The Investment Advisor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Professional Liability Coverage:** In the amount of \$1,000,000 per claim.

e. **Insurance Certificates:** The Investment Advisor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a

form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any cancellation of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. A certificate of insurance evidencing such coverage must be submitted annually to the County at the beginning of each fiscal year. PFM will not materially alter any of the insurance policies currently in force and relied on in this Agreement. Further, PFM will not reduce any coverage below the amounts specified in this Agreement.

**9. TERMINATION.**

If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. The COUNTY may terminate this Agreement, for convenience on not less than thirty (30) days written notice to PFM. PFM may terminate this Agreement for convenience on not less than thirty (30) days written notice to the COUNTY. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for (work completed or services provided) prior to the effective date of termination.

Termination or cancellation of this Agreement shall not relieve PFM of any obligations for any deliverables due or entered into prior to the termination of the Agreement (i.e. reports, statements of accounts, etc. required and not received).

**10. SUSPENSIONS, COMPLAINTS.**

PFM shall promptly notify the COUNTY 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 the COUNTY's account in the 24 preceding months, by the Securities and Exchange Commission of the United States, the New York Stock Exchange, the American Stock Exchange, the Financial Industry Regulatory Authority, any Attorney General or any regulatory agency or authority of any state of the United States, any department or agency or authority of the Government of the United States, or any governmental agency or authority regulating securities of any country in which PFM is doing business.

**11. INDEPENDENT CONTRACTOR.**

Except as described in Paragraph 1, PFM, its employees, officers and representatives, shall not be deemed to be employees, agents, partners, servants, and/or joint ventures of the COUNTY by virtue of this Agreement or any actions or services rendered under this Agreement.

**12. RIGHT TO AUDIT RECORDS.**

In performance of this Agreement, the PFM shall keep books, records, and accounts of all activities related to the Agreement to assist the County to comply with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the PFM in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the PFM for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by PFM or provided to PFM by the County in connection with the activities or services provided by PFM under the terms of this agreement, are public records and PFM agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

**12. BOOKS.**

PFM shall maintain appropriate records of all its activities hereunder. PFM shall provide the COUNTY 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 PFM and the COUNTY.

**13. DISCLOSURE STATEMENT.**

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

**14. MODIFICATION.**

The County reserves the right at its sole discretion to increase, decrease, or delete any portion(s)/part(s) of the services covered under this Agreement at any time.

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 accept as provided for in the first sentence of this paragraph.

**15. SUCCESSORS AND ASSIGNS.**

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

**16. APPLICABLE LAW.**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the COUNTY 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. ATTORNEY'S FEES.**

In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

**18. VENUE.**

Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**19. UNAUTHORIZED ALIEN WORKERS.**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**20. FEDERAL TAX ID NUMBER.**

The Investment Advisor shall provide to the County their Federal Tax ID Number or, if the Investment Advisor is a sole proprietor, a Social Security Number.

**21. EMPLOYMENT.**

The Investment Advisor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

**22. PUBLIC ENTITY CRIMES.**

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a 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 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**23. CONSTRUCTION OF AGREEMENT.**

The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter

of this Agreement.

**24. VALIDITY.**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**25. NOTICE.**

Notice under this agreement shall be given by certified mail or hand delivery as follows: Mark Peterson, Brevard County Finance Department, 400 South Street, Titusville, FL 32780 and Notice shall be given to the PFM by certified mail or hand delivery as follows: Steven Alexander, PFM Asset Management LLC, 300 South Orange Avenue, Suite 1170, Orlando, FL 32801.

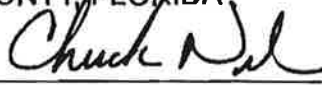
END OF PAGE

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.


ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Chuck Nelson, Chairman

Date: \_\_\_\_\_

Reviewed for legal form and  
content:  8/17/09  
(Assistant) County Attorney

As approved by Board on: September 1, 2009

PFM ASSET MANAGEMENT LLC

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

Date: 9/9/09  
\_\_\_\_\_

STEVE ALEXANDER  
\_\_\_\_\_  
Name & Title, Typed or Printed  
PFM ASSET MANAGEMENT LLC  
\_\_\_\_\_  
Name of Company, Corp., etc.  
300 South Orange Ave, Suite 1170  
\_\_\_\_\_  
Mailing Address  
Orlando FL 32801  
\_\_\_\_\_  
City, State, Zip  
407-648-2208  
\_\_\_\_\_  
Area Code/Telephone Number