

**AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING
AND ADVISORY SERVICES**

THIS AGREEMENT entered into this 25 day of MAY, 2016, between **BOGDAHN CONSULTING, LLC, D/B/A THE BOGDAHN GROUP** (hereinafter referred to as "Consultant"), and the **CITY OF MARIETTA SUPPLEMENTAL PENSION RETIREMENT PLAN** (hereinafter referred to as "Client").

WITNESSETH:

WHEREAS, Consultant is in the business of providing investment performance monitoring and advisory services; and

WHEREAS, Client is vested with the authority and responsibility for the investment and administration of the assets of the City of Marietta Supplemental Pension Retirement Plan (hereinafter referred to as the "Plan"), and;

WHEREAS, Client desires Consultant to provide investment performance monitoring and advisory services with respect to the Plan;

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

A. SERVICES OF CONSULTANT

Consultant shall provide the following services to Client as shown below:

1. Develop investment policy statement and provide periodic review and maintenance as appropriate.
2. Calculate individual investment manager performance quarterly and provide written and verbal summary reports.
3. Monitor and report on investment manager compliance to investment policy statement on a quarterly basis.
4. Recommend and perform replacement manager/fund evaluations as necessary and appropriate.
5. Provide overall economic context for discussion and evaluation of quarterly results.
6. Conduct regular industry fee benchmarking surveys to ensure competitive cost for value.

7. Design, distribute, collect and evaluate request for proposal (RFP) responses for recordkeeping and administration services as appropriate.
8. Facilitate the vendor review and selection process for plan related service providers, including finalist interviews.
9. Assist with provider scope of work definition, negotiation of fees and contracts.
10. Provide ongoing educational services to the Pension Board on relevant topics.
11. Review employee education strategy for fit with demographics and Plan goals.
12. Serve the Pension Board as a resource for defined contribution strategy and decision making.

B. RESPONSIBILITIES OF CLIENT

Client agrees to provide or cause its accountants, trustees, investment managers and legal advisors to provide information regarding income, investment performance, and other pertinent matters relating to the Plan as requested by Consultant from time to time. Client, through its authorized representatives, also agrees to communicate the Plan's needs and goals to Consultant and to keep Consultant informed of changes in Client's situation, needs and goals. Consultant shall not be required to verify any information obtained from Client, Client's or Plan's accountants, actuaries, trustees, investment managers and legal advisors and is expressly authorized to rely thereon.

C. CONFIDENTIALITY

All information and advice furnished by either party to the other, including their authorized representatives, agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law; however, Client authorizes Consultant to use Client's name as a reference to other prospective clients. Consultant is further given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Consultant to Client's investment manager and Client's attorney.

D. BASIS OF ADVICE

Client acknowledges that Consultant obtains information from a wide variety of publicly available sources and certain private sources. The advice provided by Consultant to Client is based upon its analysis of such information.

E. REPRESENTATIONS OF CONSULTANT

Consultant hereby represents that:

1. Consultant is currently registered with the Securities Exchange Commission as an investment advisor under the Investment Advisors Act of 1940.
2. Consultant is not the Client's investment manager nor is Consultant in any way compensated by nor does Consultant have any affiliation with any Plan investment manager. Client or their designee shall vote proxies with respect to the Plan's assets, and Consultant shall not have authority to vote such proxies and will be expressly precluded from voting such proxies. Consultant will not be expected or required to take any action other than the rendering of investment-related advice with respect to lawsuits involving securities presently or formerly held in the Plan, or the issuers thereof, including actions involving bankruptcy. In the case of class action suits involving issuers held in the Plan, as required by law or on Client's behalf, Adviser may provide information about the Account to third parties for purposes of participating in any settlements.
3. Consultant will make all calculations according to industry standard methods of calculating time weighted rates of return.
4. Consultant will not receive any form of compensation, either direct or indirect, from any source in conjunction with, or as a result of, performance of its services under this Agreement other than as outlined in Section F.

F. FEES TO CONSULTANT

In consideration of the services rendered by Consultant, the Client shall pay an all-inclusive annual fee of \$25,000, billed quarterly in arrears. This fee will be paid through standard payment authorized by the Client directly from the recordkeeper of the Plan. This fee includes all services described in Section A. Should Client be dissatisfied with the services performed by Consultant during the first 12 months of this Agreement, Consultant will refund to Client all fees paid during that period.

G. TERMINATION


Client shall have the right to terminate this Agreement at any time upon written notice to Consultant. Consultant may terminate this Agreement at any time on ninety (90) days written notice. Charges in either case, if any, for services completed will be prorated based on the fees as set forth in Section F. No other termination fee will be charged for termination of this Agreement.

H. MISCELLANEOUS

1. This Agreement shall be applicable only to the services individually prepared for Client. It shall not relate to any advice given by any person or persons not specifically designated by Consultant in writing to perform such services. By execution of this agreement, the Consultant acknowledges that it is a fiduciary of the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA").
2. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
3. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreement, oral or written.
4. This Agreement may be amended or revised only by an instrument in writing signed by Client and Consultant.
5. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Georgia.
6. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
7. This Agreement shall become effective upon execution.
8. Client acknowledges receipt of Consultant's ADV Part 2 and Privacy Notice and authorizes Consultant to deliver all future required disclosures electronically.

IN WITNESS WHEREOF, the Client has signed duplicates hereof, and Consultant had caused its corporate name to be signed to said duplicates by its proper officers thereunder duly authorized on the day and in the year first above written.

**BOGDAHN CONSULTING, LLC
D/B/A THE BOGDAHN GROUP**

By: 

As: Executive Director

Date: 5.25.16

**CITY OF MARIETTA
SUPPLEMENTAL PENSION
RETIREMENT PLAN**

By: Freddy L Morgan

As: Pension Board Chairman

Date: 5-24-16