

1 **AGREEMENT FOR INVESTMENT ADVISORY AND REPORTING SERVICES**

2 This agreement is dated October 20, 2020, for reference purposes only and is between the
3 County of Fresno, a political subdivision of the State of California (“COUNTY”), and FHN Financial Main
4 Street Advisors LLC, a Nevada limited liability corporation authorized to do business in California, whose
5 address is 10655 Park Run Drive, Suite 120, Las Vegas, NV 89144 (“CONTRACTOR”).

6 **Recitals**

7 A. The COUNTY Board of Supervisors (“Board”) has delegated to the COUNTY Auditor-
8 Controller/Treasurer-Tax Collector (“Treasurer”) authority to invest and reinvest the funds of the County of
9 Fresno Treasury Investment Pool (“Pool”). The Board has renewed that delegation annually but is not
10 required to do so.

11 B. Public monies of the COUNTY and certain other public agencies that are not required for
12 immediate needs are invested in securities as provided in the Treasurer’s Treasury Investment Policy
13 (“Investment Policy”). California State law requires the Treasurer to invest with the care, skill, prudence, and
14 diligence under the circumstances then prevailing, including but not limited to, the general economic
15 conditions and anticipated needs of the COUNTY and those other agencies, that a prudent person acting in
16 a like capacity and familiarity with those matters would use in the conduct of funds of a like character and
17 with like aims, to safeguard the principal and maintain the liquidity needs of the COUNTY and those other
18 agencies. (Cal. Gov. Code, § 53600.3.)

19 C. In connection with that fiduciary responsibility, the Treasurer is interested in advisory
20 services in relation to all aspects of investing and maintaining the Pool, as well as analytical reporting for
21 the Pool, which includes verification of compliance with California state law and the Investment Policy. For
22 that reason, the COUNTY on June 12, 2020, issued Request for Proposal No. 20-062 for Investment
23 Advisory and Reporting Services for the County of Fresno Treasury Investment Pool, and on June 24,
24 2020, issued Addendum No. 1 to that Request for Proposal (collectively, “RFP”).

25 D. On July 15, 2020, the CONTRACTOR responded to the RFP in writing (“Response”). The
26 CONTRACTOR represents that it is qualified to provide the services requested by the Treasurer in the
27 RFP.

28 E. The COUNTY, in reliance on all of the representations, warranties, and statements of fact

1 provided by the CONTRACTOR in the Response, desires to engage the CONTRACTOR to provide
2 services according to the terms of this agreement.

3 **The parties therefore agree as follows:**

4 1. SERVICES

5 CONTRACTOR agrees to provide, and COUNTY agrees to receive the services
6 described in the Scope of Services attached as Exhibit A to this agreement.

7 From time to time, the Treasurer may also request certain additional services not
8 provided in Exhibit A ("Optional Services"). Before authorizing Optional Services, the Treasurer will request,
9 and the CONTRACTOR shall provide, a written quote for the cost of the Optional Services identified by the
10 Treasurer. Upon written approval signed by the Treasurer to proceed with Optional Services, the
11 CONTRACTOR shall perform those services according to the terms of the written request, subject to the
12 terms of this agreement.

13 2. TERM

14 This agreement is effective on January 1, 2021, through December 31, 2023. The
15 term of this agreement may be extended for a maximum of two additional one-year periods upon written
16 approval of both parties no later than 30 days before the first day of the next 12-month extension period.
17 The Treasurer is authorized to execute such written approval on behalf of COUNTY based on
18 CONTRACTOR's satisfactory performance. The extension of this agreement by COUNTY is not a waiver
19 or compromise of any default or breach of this agreement by CONTRACTOR existing at the time of the
20 extension whether or not known to COUNTY.

21 3. TERMINATION

22 A. Non-Allocation of Funds - The terms of this agreement, and the services to be
23 provided under it, are contingent on the approval of funds by the appropriating government agency. If
24 sufficient funds are not allocated, the services provided may be modified, or this agreement may be
25 terminated, by the COUNTY at any time by giving the CONTRACTOR thirty (30) days advance written
26 notice of termination.

27 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
28 agreement in whole or in part, where in the determination of the COUNTY there is:

- 1 1) An illegal or improper use of funds;
- 2 2) A failure to comply with any term of this agreement;
- 3 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4 4) Improperly performed service.

5 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
6 breach of this agreement or any default which may then exist on the part of the CONTRACTOR. Neither
7 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
8 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
9 COUNTY of any funds disbursed to the CONTRACTOR under this agreement, which in the judgment of the
10 COUNTY were not expended in accordance with the terms of this agreement. The CONTRACTOR shall
11 promptly refund any such funds upon demand. The parties' rights and obligations under this paragraph
12 survive the termination of this agreement.

13 C. Without Cause - Under circumstances other than those set forth above, the
14 COUNTY may terminate this agreement by giving the CONTRACTOR thirty (30) days advance written
15 notice of termination.

16 4. COMPENSATION/INVOICING: COUNTY agrees to pay to CONTRACTOR and
17 CONTRACTOR agrees to receive as compensation \$64,000.00 per year for the first year, excluding
18 Optional Services, and \$72,000.00 per year for the second and third years, excluding Optional Services. If
19 the term of this agreement is extended as provided in section 2 of this agreement, COUNTY agrees to pay
20 to CONTRACTOR and CONTRACTOR agrees to receive as compensation \$72,000 for each year in which
21 the term of the agreement is extended, excluding Optional Services. For Optional Services, COUNTY
22 agrees to pay to CONTRACTOR no more than \$20,000 in the aggregate over the term of this agreement,
23 including both extension periods under section 2 of this agreement. CONTRACTOR shall submit quarterly
24 invoices to the Treasurer.

25 In any event, total compensation paid to CONTRACTOR under this agreement shall
26 not exceed \$372,000.00. CONTRACTOR shall bear all expenses incidental to its performance of services
27 under this agreement.

28 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations

1 assumed by CONTRACTOR under this agreement, it is mutually understood and agreed that
2 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
3 times be acting and performing as an independent contractor, and shall act in an independent capacity and
4 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
5 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
6 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
7 this agreement so as to verify that CONTRACTOR is performing its obligations subject to the terms of this
8 agreement.

9 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
10 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject of
11 those laws, rules, and regulations.

12 Because of its status as an independent contractor, CONTRACTOR shall have
13 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
14 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
15 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
16 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
17 Security withholding and all other regulations governing such matters. It is acknowledged that during the
18 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
19 to this Agreement.

20 6. MODIFICATION: Except as provided in section 3.A., this agreement may not be
21 modified except by another written agreement that is signed by both parties.

22 7. NON-ASSIGNMENT: Neither party may assign rights or delegate its obligations under
23 this agreement without the prior written consent of the other party.

24 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
25 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
26 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
27 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this
28 agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or

1 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure
2 to perform, of CONTRACTOR, its officers, agents, or employees under this agreement. The provisions of
3 this section 8 survive the termination of this agreement.

4 9. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
6 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
7 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
8 arrangement or Joint Powers Agreement (JPA), throughout the term of the agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000)
11 per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on
12 a per occurrence basis. COUNTY may require specific coverages including completed operations, products
13 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
14 insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this Agreement.

19 C. Professional Liability

20 Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per
21 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 D. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

24 Additional Requirements Relating to Insurance

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
26 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
27 insured, but only insofar as the operations under this agreement are concerned. Such coverage for
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
2 provided under CONTRACTOR's policies described in this agreement. This insurance shall not be
3 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

4 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
5 employees any amounts paid by the policy of worker's compensation insurance required by this
6 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
7 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
8 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

9 Within Thirty (30) days from the date CONTRACTOR signs and executes this agreement,
10 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
11 foregoing policies, as required by this agreement, to the County of Fresno, Auditor-Controller/Treasurer
12 Tax-Collector, 2281 Tulare Street, Fresno, CA 93721, stating that such insurance coverages have been
13 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
14 responsible for any premiums on the policies; that such Commercial General Liability insurance names the
15 County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but
16 only insofar as the operations under this agreement are concerned; that such coverage for additional
17 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
18 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
19 provided under CONTRACTOR's policies described in this agreement; and that this insurance shall not be
20 cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as provided in
22 this agreement, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
23 agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of California,
25 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
26 FSC VII or better.

27 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
28 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination

1 all of its records and data with respect to the matters covered by this agreement. The CONTRACTOR shall,
2 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
3 necessary to ensure CONTRACTOR'S compliance with the terms of this agreement.

4 If compensation paid under this agreement exceeds ten thousand dollars (\$10,000.00),
5 CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three
6 (3) years after final payment under this agreement (Cal. Gov. Code § 8546.7).

7 The CONTRACTOR'S obligations under this section 10 survive the termination of this agreement.

8 11. NOTICES: The persons and their addresses having authority to give and receive
9 notices under this agreement include the following:

10 COUNTY

11 County of Fresno
12 Attn: Treasurer
13 PO Box 1247
14 Fresno, CA 93715

CONTRACTOR

FHN Financial Main Street Advisors LLC
10655 Park Run Drive, Suite 120
Las Vegas, NV 89144

15 All notices between the COUNTY and the CONTRACTOR provided for or permitted
16 under this agreement must be in writing and delivered either by personal service, by first-class United
17 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
18 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
19 United States mail is effective three COUNTY business days after deposit in the United States mail,
20 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
21 is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery
22 fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
23 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
24 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
25 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
26 record of the completed transmission. For all claims arising out of or related to this agreement, nothing in
27 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
28 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the California
Government Code, beginning with section 810).

1 12. JURISDICTION, VENUE, AND GOVERNING LAW: This agreement is signed and
2 performed in Fresno County, California. CONTRACTOR hereby consents to the jurisdiction of the Superior
3 Court of the State of California for actions arising from or related to this agreement, and, subject to the
4 Government Claims Act, all such actions must be brought and maintained in the Fresno County Superior
5 Court. The laws of the State of California govern all matters arising from or related to this agreement.

6 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

7 This provision is only applicable if the CONTRACTOR is operating as a corporation
8 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR
9 changes its status to operate as a corporation.

10 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
11 transactions that they are a party to while CONTRACTOR is providing goods or performing services
12 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
13 is a party and in which one or more of its directors has a material financial interest. Members of the
14 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
15 signing a Self-Dealing Transaction Disclosure Form, a copy of which is attached as Exhibit B to this
16 agreement, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
17 immediately after.

18 14. NONDISCRIMINATION: During the performance of this agreement, CONTRACTOR
19 shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services,
20 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
21 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
22 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal
23 statutes and regulation.

24 15. NO WAIVER: Payment, waiver, or discharge by COUNTY of any liability or obligation
25 of CONTRACTOR under this agreement on any one or more occasions is not a waiver of performance of
26 any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any
27 obligation on any other occasion.

28 16. NO THIRD-PARTY BENEFICIARIES: This agreement does not and is not intended to

1 create any rights or obligations for any person or entity except for the parties to this agreement.

2 17. HEADINGS: The headings and section titles in this agreement are for convenience
3 only and are not part of this agreement.

4 18. SEVERABILITY: If anything in this agreement is found by a court of competent
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this agreement remains in effect, and
6 the parties shall make best efforts to replace the unlawful or unenforceable part of this agreement with
7 lawful and enforceable terms intended to accomplish the parties' original intent.

8 19. CONSTRUCTION: The final form of this agreement is the result of the parties'
9 combined efforts. If anything in this agreement is found by a court of competent jurisdiction to be
10 ambiguous, that ambiguity shall not be resolved by construing the terms of this agreement against either
11 party.

12 20. COUNTERPARTS: This agreement may be signed in counterparts, each of which is
13 an original, and all of which together constitute this agreement.

14 21. ENTIRE AGREEMENT: This agreement, including all of its exhibits, constitutes the
15 entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter of this
16 agreement and supersedes all previous agreement negotiations, proposals, commitments, writings,
17 advertisements, publications, and understandings of any nature whatsoever unless expressly included in
18 this agreement. If there are any conflicts between the documents which constitute this agreement, those
19 conflicts shall be resolved by giving precedence in the following order of priority: (1) the text of this
20 agreement (excluding Exhibit A, Scope of Services); (2) Exhibit A, Scope of Services.

21 22. AUTHORIZED SIGNATURE: CONTRACTOR represents and warrants to COUNTY
22 that:

23 A. CONTRACTOR is duly authorized and empowered to sign and perform its
24 obligations under this agreement.

25 B. The individual signing this agreement on behalf of CONTRACTOR is duly
26 authorized to do so and their signature on this agreement legally binds CONTRACTOR to the terms of this
27 agreement.

28 The parties are signing this agreement on the date stated in the introductory paragraph.

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CONTRACTOR

Rick Phillips

(Authorized Signature)

RICK PHILLIPS, PRESIDENT

Print Name & Title

10655 PARK RUN DR. #120

LAS VEGAS, NV 89144

Mailing Address

COUNTY OF FRESNO

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:

Rosa Cruz

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:

Account No.:

Exhibit A

SCOPE OF SERVICES

The words "COUNTY," "CONTRACTOR," "Investment Policy," "Pool," and "Response" have the same meanings in this exhibit as they do in the body of the Agreement for Investment Advisory and Reporting Services to which this exhibit is attached as Exhibit A.

The CONTRACTOR understands and acknowledges that the COUNTY has relied on representations and statements of fact in the Response, including but not limited to those appearing in the "Scope of Work" of the Response. CONTRACTOR expressly warrants that those representations and statements of fact are true and that the COUNTY may rely on them.

A. Advisory Services:

1. **Recommendations for portfolio strategies and optimizations.** CONTRACTOR shall communicate recommendations for portfolio strategies and optimizations to the COUNTY's investment team (as identified by the COUNTY). Those recommendations may be given in writing or orally in person or by telephone or teleconference. If the CONTRACTOR gives an oral recommendation, the COUNTY may request written confirmation of that recommendation, and the CONTRACTOR shall provide it promptly. CONTRACTOR shall utilize its analysts, strategists, and economists to develop prudent strategies to enhance returns as market conditions change. CONTRACTOR shall monitor cash flow needs, sector relationships (i.e., agency yields versus corporate yields), and expected interest rate changes to position the portfolio to improve performance
2. **Monitor and report on regulatory changes.** CONTRACTOR shall monitor and report to the COUNTY on regulatory changes relevant to the matters covered by this agreement by working with various governmental industry groups, including but not limited to the California State Treasurer's California Debt and Investment Advisory Commission (CDIAC).
3. **Monitor and report on economic outlook and events.** CONTRACTOR shall monitor and report to the COUNTY regarding the economic outlook for and events affecting the COUNTY. CONTRACTOR shall include the COUNTY's investment team in CONTRACTOR's distribution lists for daily, weekly, monthly, quarterly, and annual written reports in substantially the form as the samples provided in the reports section of the Response. CONTRACTOR shall send daily economic and market information, as well as a "Economic Weekly and Fixed Income Weekly" in substantially the form as the samples provided in the reports section of the Response. CONTRACTOR shall include the COUNTY's investment team in its monthly conference call.
4. **Credit and risk analysis.** CONTRACTOR shall provide credit and risk analysis by utilizing a robust proprietary credit analysis and monitoring process to evaluate the wherewithal of an entity to repay its principal and interest obligations. CONTRACTOR shall provide credit strategy reports for approved issuers in substantially the form as the sample provided in the reports section of the Response. CONTRACTOR shall evaluate companies individually, then within their industry sector, and then at the macroeconomic level to assess

Exhibit A

creditworthiness. The credit review process shall include analyzing the following: general current and forecasted economic conditions; specific industry trends; current and forecasted earnings reports; financial statements; price and volatility trends of issuer's fixed income and equity securities; credit default swaps (debt insurance); news alerts, stories and releases; rating agency actions and outlooks.

5. **Assistance with cashflow development and optimization.** CONTRACTOR shall provide assistance with cash flow development and optimization, which assistance may include but is not limited to reviewing forecasts, reviewing the format of the cash flow model, and optimizing cash flow formulas. CONTRACTOR shall work with COUNTY to develop a cash flow model or to fine tune the COUNTY's current cash flow model. CONTRACTOR shall evaluate the COUNTY's cash flow model and, if needed, offer suggestions for enhancement of the model.
6. **Monitor and report on Pool compliance with the California Government Code and the Investment Policy.** CONTRACTOR shall monitor and report to COUNTY on Pool compliance with the California Government Code and the Investment Policy by receiving daily transactions from the COUNTY and inputting that information into CONTRACTOR's specific compliance matrix for the COUNTY. The compliance matrix shall be programmed with the COUNTY's specific guidelines.
7. **Assistance with new and existing technology.** CONTRACTOR shall provide assistance with new and existing technology by first evaluating the COUNTY's current technology and systems, and then providing a cost/benefit analysis of current and proposed technology changes.
8. **Custom analytical tools.** CONTRACTOR shall evaluate the COUNTY's needs and use, as appropriate, custom analytical tools (such as SymPro, Bloomberg, Yield Book, proprietary Excel Linked Bloomberg worksheets, and the Credit Strategies model) to enhance CONTRACTOR's analysis and reporting to COUNTY.
9. **Assistance in working with Broker/Dealers.** CONTRACTOR shall assist COUNTY in working with broker/dealers by helping with the COUNTY's broker/dealer approval process and the annual review process required by the Investment Policy.
10. **Recommendations regarding the Investment Policy.** CONTRACTOR shall provide annual recommendations regarding the Investment Policy, no later than October 1 of each year during the term of the agreement.
11. **Assistance with benchmarking development and review.** CONTRACTOR shall provide assistance with benchmarking development review. CONTRACTOR shall meet with COUNTY staff to further analyze cash flow, portfolio turnover, and long-term sector allocation to develop the benchmarks. CONTRACTOR shall then create a custom benchmark to compare the performance of the COUNTY's portfolios to the benchmark to measure the generation of a market rate of return.

Exhibit A

B. Reporting Services:

1. **Daily (compliance, markets, trends, strategies, etc.).** CONTRACTOR shall provide COUNTY with daily reporting services, including a written Daily Portfolio Update that includes holdings, prices, ratings, yields, and compliance, and that is in substantially the form as the sample provided in the reports section of the Response. CONTRACTOR shall provide daily economic analysis, market trends, and strategies in writing to COUNTY's investment team. CONTRACTOR shall be available to further discuss strategy and markets.
2. **Weekly (market information and outlook, portfolio analysis, etc.).** CONTRACTOR shall provide COUNTY with weekly reporting services including FHN Financial Economics Weekly, and FHN Financial Fixed Income Weekly in substantially the form as the samples provided in the reports section of the Response. CONTRACTOR shall also provide a Weekly Portfolio Update, similar to the Daily Portfolio Update, but displaying any trades that were made that week.
3. **Monthly (credit analysis, portfolio performance, strategy review, etc.).** CONTRACTOR shall provide COUNTY with monthly reporting services including a monthly conference call to discuss the markets, economy, and the County's portfolio, with special attention to the two primary portfolio risks, namely interest rate risk and credit risk; asset allocation; cash flow, and non-government issuers. CONTRACTOR shall also provide a full monthly report in substantially the form as the sample provided in the reports section of the Response.
4. **Quarterly (more in-depth reviews of Credit, Strategy, Portfolio, etc.).** CONTRACTOR shall provide more in-depth quarterly reviews of credit, strategy, portfolio, etc., which reviews shall be similar to the full monthly report mentioned above, but will also include a more in-depth credit review of the County's non-government issuers, analyzing the portfolio bond by bond, sector by sector, and then at the portfolio level.

C. Comprehensive Quarterly Report:

1. **Evaluate and value all securities quarterly.** For purposes of the comprehensive quarterly report, CONTRACTOR shall evaluate and value all securities quarterly by using its analytical systems, specifically by reviewing each security's return, earnings, amortization, credit ratings changes, and other important factors.
2. **Evaluate portfolio for compliance with Investment Policy and California Government Code.** For purposes of the comprehensive quarterly report, CONTRACTOR shall evaluate the COUNTY's portfolio for compliance with the Investment Policy and California Government Code by presenting the information in a table as shown in the County's current quarterly report, and also graphically.

Exhibit A

3. **Provide market analysis and portfolio analytics.** For purposes of the comprehensive quarterly report, CONTRACTOR shall provide market analysis and portfolio analytics that analyze the portfolio bond by bond, sector by sector, and then at the portfolio level.
4. **Customize report for distribution to Fresno County Treasury Oversight Committee, the Board of Supervisors, and participants of the Pool.** CONTRACTOR shall provide customized quarterly reports for distribution to the Fresno County Treasury Oversight Committee, the Board of Supervisors, and participants of the Pool (which include the COUNTY and certain other public agencies).
5. **Provide bound hard copies and an electronic version of the report (the report should be completed within 5 days of receiving final information from the County).** CONTRACTOR shall provide bound hard copies and an electronic version of the quarterly report within 5 days of receiving final information from the County.

D. Meetings:

1. **Attendance in-person or via teleconferencing, at the County's annual Treasury Oversight Committee meeting.** CONTRACTOR shall attend the COUNTY's annual Treasury Oversight Committee meeting, either in person or by teleconference, as requested by the COUNTY.
2. **Annual portfolio review.** After the conclusion of each COUNTY fiscal year during the term of this agreement, CONTRACTOR shall conduct an annual portfolio review to discuss all aspects of the investment program.

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____