Administrative Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, February 10, 2020 **4:30 PM** **Council Chambers**
206 E. Third St.

REGULAR AGENDA

1. **Approval of January 13, 2020 Administrative Committee Minutes (ACTION ITEM) - Laurie M. Hopkins**

   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. **Kenworthy Request for Waiver of Prohibition of Serving Beer and/or Wine for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code 23-1011B. and 23-1307A. (ACTION ITEM) - Gary J. Riedner**

   Christine Gilmore, Executive Director of Kenworthy Performing Arts Centre, is in the process of obtaining a beer and wine license through the State of Idaho. Idaho Code § 23-1011B and 23-1307A, prohibits any business from selling beer and/or wine for on-premises consumption within three hundred feet (300’) of any church, school or any other place or worship, unless the City Council approves waiver of the requirement. The Kenworthy Performing Arts Centre is located within 300 feet of a place of worship, Christ Church, Nuart Theater. Attached is the request for waiver from the Kenworthy Performing Arts Centre, a copy of Idaho Code § 23-1011B and 23-1307, a map of the area, as well as support letters from Christ Church and the Pritchard Gallery.

   PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling beer and/or wine for on-premises consumption within three hundred feet (300’) of any church, school or any other place or worship and recommend approval or denial of the waiver, or provide staff further direction.

3. **Investment RFP Contract Acceptance (ACTION ITEM) - Sarah Banks / Gary J. Riedner**

   On November 16, 2019 the City published a solicitation for Statements of Qualifications (SOQ’s) from investment firms to provide investment management services for the City of Moscow. The attached memo from the City Supervisor provides a background of the City's investment policy, and the process of selecting an investment consultant, including the participation of the City's Investment Advisory Committee in recommending Moreton Asset Management as the City's investment consultant.

   The attached Statement of Qualifications, Agreement for Discretionary Asset Management and Resolution 2010-02 (the City's Investment Policy), are presented for Administrative Committee review and recommendation.

PROPOSED ACTIONS: Review the attached Agreement for Discretionary Asset Management and recommend for approval, or provide staff further direction.

REPORTS

Police Services Facility Project Update - Bill Belknap

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Administrative Committee

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, January 13, 2020 **4:30 PM** **Council Chambers 206 E. Third St.**

REGULAR AGENDA

The meeting was called to order at 4:30 p.m.

PRESENT: Art Bettge, Anne Zabala, Maureen Laflin
OTHER: Mayor Bill Lambert, Gina Taruscio, Brandy Sullivan
STAFF: Jen Pfiffner, Bill Belknap, Tyler Palmer, Caylee Birge

1. **Selection of Committee Chair and Vice Chair (ACTION ITEM)**
   Nominate incoming Administrative Committee Chair and Vice Chair.

   ACTION: Approve Committee Chair and Vice Chair.

Zabala was selected as Chair and Laflin as Vice Chair.

2. **Approval of the November 25, 2019 Administrative Committee Minutes (ACTION ITEM) - Caylee Birge**
   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

The minutes were approved as presented.

3. **Ordinance Amending Title 6, Chapters 2, 3, and 4 of Moscow City Code Regarding Mobile Home and Recreational Vehicle Parks (ACTION ITEM) - Bill Belknap**
   On November 23, 2018, the Community Development Department received a letter from Mr. Gary Lester, requesting that the Planning and Zoning Commission review and potentially remove the 6-month stay limitation for Recreational Vehicles (RVs) within the City of Moscow. The Commission discussed Mr. Lester's request at their January 9, 2019 and February 13, 2019 meetings and directed staff to prepare a code amendment to eliminate the 6-month stay limitation and provide greater opportunities for tiny houses within mobile home parks. After review of the existing RV park and mobile home park ordinances, it was determined that the codes have not been updated since the early 80's. Therefore, the code amendment was expanded to include the mobile home park chapters, which have been updated in order to align the chapters with current State and Federal definitions and reorganized for ease of use. On December 11, 2019, the Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming January 21, 2020 meeting.

   PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming January 21, 2020 meeting; or provide staff further direction.

Belknap introduced the item as written above and provided details on the changes and updates. A tiny home on a chassis and wheels is considered an RV and unless on a foundation, would not be covered by the building code. The City did adopt an appendix for building tiny home on a foundation that allows greater leniency in building standards.

The Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

MAC and Arts Department Strategic Planning Report - Megan Cherry

The report was postponed to the next meeting.

ADJOURN

The meeting was closed at 4:46 p.m.

Committee Staff Report

DATE: Monday, February 10, 2020

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S) OTHER RESOURCES

Mia Bautista, Laurie Hopkins, City Clerk

AGENDA ITEM TITLE

Kenworthy Request for Waiver of Prohibition of Serving Beer and/or Wine for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code 23-1011B. and 23-1307A. (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Christine Gilmore, Executive Director of Kenworthy Performing Arts Centre, is in the process of obtaining a beer and wine license through the State of Idaho. Idaho Code § 23-1011B and 23-1307A, prohibits any business from selling beer and/or wine for on-premises consumption within three hundred feet (300’) of any church, school or any other place or worship, unless the City Council approves waiver of the requirement. The Kenworthy Performing Arts Centre is located within 300 feet of a place of worship, Christ Church, Nuart Theater. Attached is the request for waiver from the Kenworthy Performing Arts Centre, a copy of Idaho Code § 23-1011B and 23-1307, a map of the area, as well as support letters from Christ Church and the Pritchard Gallery.

STAFF RECOMMENDATION

No recommendation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling beer and/or wine for on-premises consumption within three hundred feet (300’) of any church, school or any other place or worship and recommend approval or denial of the waiver, or provide staff further direction.

FISCAL IMPACT

Revenue from alcohol license.

PERSONNEL IMPACT

Staff time to process license.

ATTACHMENTS

1. Letter of appeal Kenworthy beer and wine 0220
2. Idaho Code Section 23-1011B
3. Idaho Code Section 23-1307A
4. Map-Kenworthy alcohol license 300ft appeal 0220
5. Prichard Letter of Support for Kenworthy beer wine license 0220
6. Christ Church Letter of Support for Kenworthy beer wine license 0220

KENWORTHY
PERFORMING ARTS CENTRE

February 4, 2020

Anne Zabala, Chair
City Council, Administrative Committee
City of Moscow
206 E 3rd Street
Moscow, ID 83843

Dear Anne, Maureen, and Art;

On behalf of the Kenworthy Performing Arts Centre Board of Directors I write to you to request a waiver from Idaho Code 23-913, which prohibits the retail sale of alcohol within 300 feet of a public school or church.

On March 15, 2019 Governor Little signed into effect amendments to House Bill 157 allowing for the sale of beer and wine on premise at a movie theater. Specifically the amendment states:

> (7) In any movie theater that is allowed to sell beer or wine for con-8sumption on the premises pursuant to a valid license and which movie theater9had a license that was valid and not suspended or revoked on January 1, 2006,10 <u>or any other theater or movie theater built prior to January 1, 1950, and listed on the national register of historic places.</u>

To that end the Kenworthy Performing Arts Centre is in process of obtaining a license for on-premise sales and consumption of beer and wine. Adding this amenity to our event offerings will further support the Kenworthy mission by providing an additional, untapped revenue stream that will in turn be invested back into the historic space and cultural presence in Moscow. Additionally, please find enclosed letters from our friends and neighbors expressing their support of this addition to the Kenworthy Performing Arts Centre.

Thank you for your consideration.

Sincerely,

Christine Gilmore

Christine Gilmore
Executive Director

PO Box 8126
Moscow, Idaho
208-882-4127
director@kenworthy.org

Idaho Statutes

TITLE 23
ALCOHOLIC BEVERAGES
CHAPTER 10
BEER

23-1011B. BARS OR TAVERNS NOT ALLOWED NEAR CHURCHES OR SCHOOLS — EXCEPTIONS. No license shall be issued for any place where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.

History:

[23-1011B, added 1978, ch. 349, sec. 1, p. 913.]

How current is this law?

Search the Idaho Statutes and Constitution

Idaho Statutes

TITLE 23
ALCOHOLIC BEVERAGES
CHAPTER 13
COUNTY OPTION KITCHEN AND TABLE WINE ACT

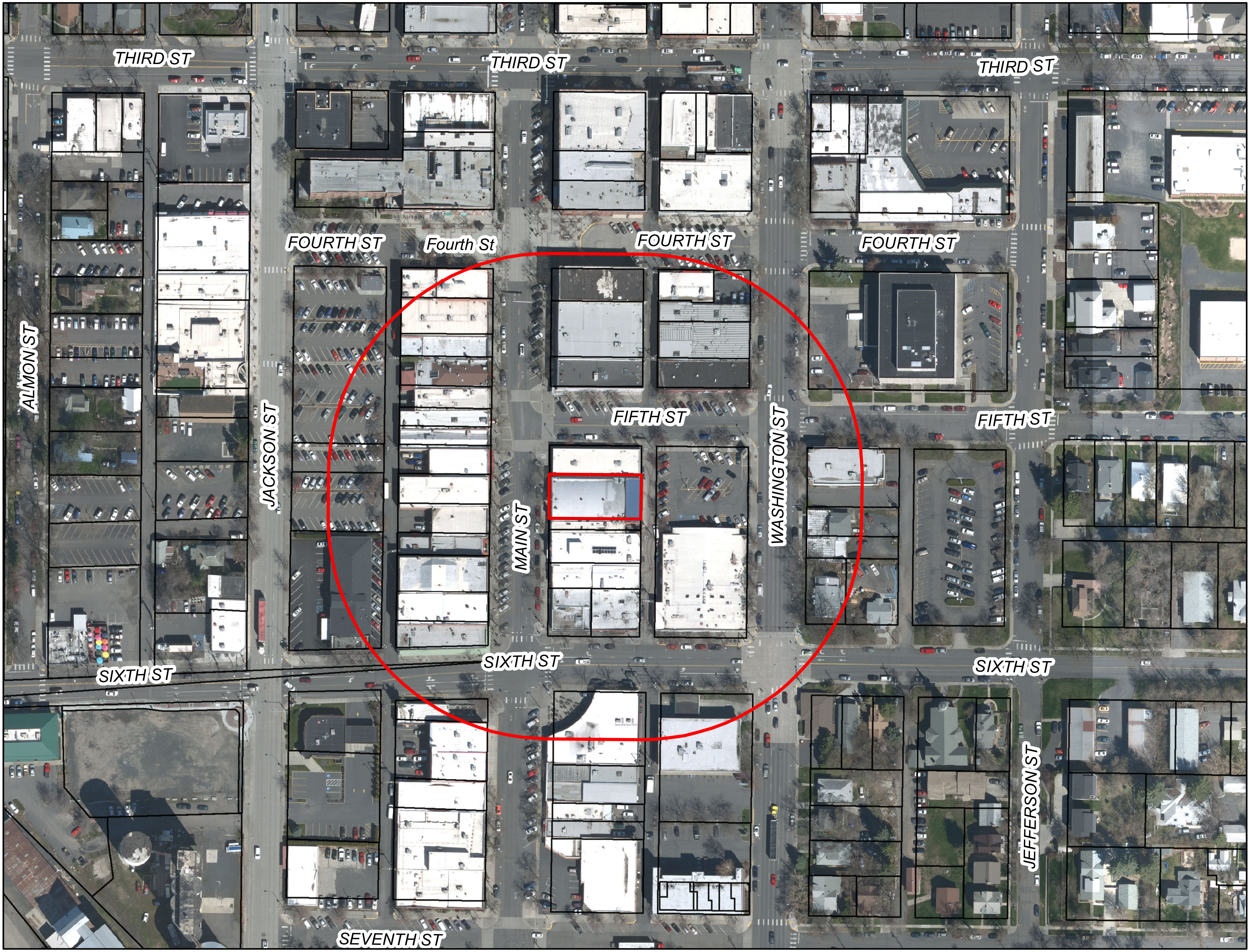
23-1307A. WINE BY THE DRINK ESTABLISHMENT NOT ALLOWED NEAR CHURCHES OR SCHOOLS — EXCEPTIONS. No wine by the drink license shall be issued for any place, where wine is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except (that) with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area, but subsequent to licensing came therein.

History:

[23-1307A, added 1978, ch. 349, sec. 2, p. 913.]

How current is this law?

Search the Idaho Statutes and Constitution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FIFTH ST
FIFTH ST
SIXTH ST
SIXTH ST
SIXTH ST
JEFFERSON ST
SEVENTH ST

theprichard

February 4, 2020

Re: Beer & Wine Application
Kenworthy Performing Arts Centre
508 S Main Street
Moscow, ID 83843

Dear Moscow City Council,

This letter is support of the application by the Kenworthy Performing Arts Centre, located at 508 S Main Street, Moscow, ID 83843.

As an arts and cultural venue in Moscow, it is important to be effect, as well as efficient. With this permit the Kenworthy can direct its organizational activities toward carrying out its mission in the community. Likewise, it will assist in maintaining consistent legal standards to operate according to best practices and be trusted member of a vibrant downtown. The University of Idaho Prichard Art Gallery supports the Kenworthy's application.

Sincerely,

Roger H.D. Rowley

Roger H.D. Rowley, Director

February 5, 2020

To whom it may concern:

Christ Church supports the decision to grant the Kenworthy Performing Arts Centre, located at 508 S. Main Street, Moscow, Idaho 83843, a beer and wine license.

Cordially,

Pastor Douglas Wilson

Christ Church
Nuart Theater
516 S. Main St.
Moscow, Idaho 83843

COMMITTEE STAFF REPORT

DATE: Monday, February 10, 2020

RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Investment RFP Contract Acceptance (ACTION ITEM) - Sarah Banks / Gary J. Riedner

DESCRIPTION

On November 16, 2019 the City published a solicitation for Statements of Qualifications (SOQ’s) from investment firms to provide investment management services for the City of Moscow. The attached memo from the City Supervisor provides a background of the City's investment policy, and the process of selecting an investment consultant, including the participation of the City's Investment Advisory Committee in recommending Moreton Asset Management as the City's investment consultant.

The attached Statement of Qualifications, Agreement for Discretionary Asset Management and Resolution 2010-02 (the City's Investment Policy), are presented for Administrative Committee review and recommendation.

STAFF RECOMMENDATION

Review the attached Agreement for Discretionary Asset Management and recommend for approval.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review the attached Agreement for Discretionary Asset Management and recommend for approval, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-Investment Consultant.2.7.2020
2. Moreton Response for Solicitation of SOQ
3. AMA - City of Moscow_Redacted

MEMORANDUM

To: Mayor and City Council

From: Gary J. Riedner, City Supervisor

c: Sarah L. Banks, Finance Director

Date: February 7, 2020

Re: Investment Consultant Agreement

The City Council adopted an investment policy on January 19, 2010, through Resolution 2010-02. That policy states that The City's Finance Director is responsible for the investment of the City's funds, within the guidelines set out by Idaho law and according to Prudent Investor standards. The investment policy also describes the types of investments which shall guide the Finance Director's investment decisions.

The Finance Director and the City Supervisor convened an Investment Advisory Committee which included Joy Fischer, Executive Director of the University of Idaho Foundation; Ron Smith, former Financial Vice President of the University of Idaho and financial consultant to Lewis-Clark State College and the City of Moscow; Brian Foisy, Vice President of Finance and Administration at the University of Idaho; Sarah L.Banks, Finance Director; Renee Tack, Assistant Finance Director; and Gary J. Riedner, City Supervisor. This group assisted in the preparation of a solicitation for Statements of Qualifications (SOQ) for investment management services to assist the Finance Director.

The SOQ was issued on November 16, 2019, and closed on December 9, 2019. Fourteen responses were received, from which four firms were selected for interviews. The Investment Advisory conducted interviews of the candidate firms on January 9, 2020. The Investment Advisory Committee recommended Moreton Asset Management from Salt Lake City, Utah as the recommended firm. The Finance Director, conducted reference interviews with some of the firm's clients, including Idaho municipalities.

Attached is a Discretionary Management Agreement which is presented for City Council consideration and approval. The Agreement requires that all investments shall be made in accordance with Idaho law and the City's investment policy. The Agreement also states that all investment decisions will be approved by the Finance Director, unless the Finance Director directs otherwise. Fees for Moreton's management services varies with the amount of funds under management, ranging from a maximum of 1.5% per year to .9% per year, the fee decreasing as the investment amount increases.

One of the services which is included in Moreton's Agreement is assistance with the review of the City's current investment policy, which shall take place immediately upon approval of the Agreement. If modifications are recommended, those changes will be brought forth to City Council for approval.

A. Responder's company information.

1. Year organized;

   Moreton Asset Management was founded on October 7, 2004 and has been in business 15 years.

2. Location of corporate headquarters;

   101 South 200 East, Suite 300
   Salt Lake City, UT 84111

3. Type of clientele (defined by industry and percentage of portfolio);

   Total Assets Under Management: $1.89 Billion

   Municipalities: 72% (Cities 43%, Counties 18%, Special Districts 7%, School Districts 7%)
   Credit Unions: 8%
   Corporations: 11%
   Non-profits: 9%

4. Number of staff (i.e., investment-related staff only) dedicated to providing public-sector investment advisor services;

   Five

5. Number of offices maintained by Responders;

   Two

6. Related organizations (e.g. parent company, affiliates); and

   Moreton Asset Management is an affiliate of Moreton & Company, an insurance broker with the same principal address as Moreton Asset Management. Moreton & Company was founded in 1910 and has offices in Salt Lake City, Denver, and Boise with approximately 240 employees. Moreton & Company currently services over 200 public entity clients. Moreton Asset Management and Moreton & Company are separate entities and separately owned.

7. Discussion of any past or present litigation or regulatory actions against Responder's firm or its principals or senior management.

   None

B. The qualifications of your firm and its ability to provide investments management services.

1. List those individuals (and a short biography) of those who will be directly responsible for the management of the City's account;

Jason Williams, Managing Partner, 801-869-4203 (office), 801-647-1632 (cell), jason@moretonadvisors.com

Jason has 18 years of capital market experience with trading, sales, and fixed-income markets. Prior experience includes serving as Portfolio Manager with Contango Capital Advisors Fixed-Income team, Senior Portfolio Manager and Vice President at Zions Bank Liquid Asset Management overseeing $1.8 billion in assets, and Senior Financial Representative with Fidelity Investments. Jason has a bachelor's degree in political science with a minor in economics from Brigham Young University and an MBA from the University of New Hampshire. He is Series 7, 24, 63, and 66 licensed.

Andy Robbins, Managing Partner, 801-869-4201 (office), 801-755-8054 (cell), andy@moretonadvisors.com
Andy has 17 years of experience managing fixed-income portfolios for institutional clients. Prior experience includes serving as Portfolio Manager with Contango Capital Advisors Fixed-Income team and Portfolio Manager at Zions Bank Liquid Asset Management. Andy specializes in administration, oversight and compliance of the account. Andy has a bachelor's degree in finance from Brigham Young University as well as an MBA from Brigham Young University. He is Series 7, 24, 63, and 66 licensed.

Jordan Hansen, Managing Partner, 801-869-4202 (office), 801-455-5887 (cell), jordan@moretonadvisors.com
Jordan has 12 years of experience managing fixed-income portfolios for institutional clients. Prior experience includes serving as Portfolio Manager with Contango Capital Advisors Fixed-Income team and Portfolio Manager at Zions Bank Liquid Asset Management. Jordan will lead the trading that occurs for the City of Moscow account. Jordan has a bachelor's degree in finance from the University of Utah and an MBA from Westminster College. He is Series 7, 24, 53, and 66 licensed.

Ben Sehy, Managing Director, 801-869-4204 (office), 801-598-3430 (cell), ben@moretonadvisors.com
Ben has 9 years of experience buying and selling fixed-income securities for institutional clients. Prior experience includes serving as Sales Representative/Broker for Zions Direct and Zions Bank Capital Markets. Ben has a bachelor's degree in finance from Westminster College and an MBA from the University of Utah. He is Series 7, 63, and 65 licensed.

Dawn Dachenhausen, Portfolio Manager, 801-869-4209 (office), 801-712-8767 (cell) dawn@moretonadvisors.com
Dawn has over 15 years of experience in the investment advisory industry, most recently working with municipal clients as an advisor with Utah Retirement Systems. Dawn has a bachelor's degree in finance from Brigham Young University and she is currently in the Master of Finance program at the University of Utah. Dawn is Series 7 and 66 licensed and has been part of the firm since 2018.

2. Please specify the number of years each individual listed above has managed funds for Idaho municipalities, (i.e., experience managing funds under Idaho Code Section 50-1013);

Jason Williams – 17 Years
Andy Robbins – 16 Years
Jordan Hansen – 11 years
Ben Sehy – 7 Years
Dawn Dachenhausen – 1 year

3. Discussion of investment philosophy and process, including a discussion on diversity of investment institution, industry and maturity length; and

Moreton Asset Management's investment philosophy is built on the "separately managed account" (SMA) concept of customization. Each client is unique regarding risk tolerance, liquidity needs, goals and expectations, etc. We strive to match our investment experience and resources with our clients' specific portfolio investment policy and needs. Because of our independence, we are not beholden to matching product or platforms to our clients. Many of our competitors that are attached to banks or large brokerage houses will push product. We view our independence as a great strength for our clients. We have worked with many institutional clients over the years who thought they were receiving sound investment advice from a large broker or bank only to find out later that their advisor is in the business of underwriting securities and moving products.

We believe in investment principles such as dollar cost averaging, bond laddering, investment policy discipline, and fee transparency. We often remind our clients to not change who they are just because market conditions have changed or because interest rates are low.

Moreton Asset Management takes an active approach to a traditional passive investment philosophy. We will match maturities with future cash needs and combine this with active identification of spreads of asset classes available, steepness in the yield curve, sector allocation, and rollout trade/swap opportunities.

We analyze current and future projected interest rates to identify value in portfolios for our clients across all approved asset classes. We strive to diversify our clients' investment portfolio while targeting sectors that provide the best safety, relative value, and yield.

Preservation of principal is a guiding tenant in our investment decision making process. We will invest within the confines of the stated investment policy but may be more conservative than allowed because of what we see in the market. We watch the allocation of investments in the other parts of a client portfolio (example: state pool) and look to balance and diversify the portfolio.

We manage liquidity for our clients by structuring laddered portfolios, investing in securities that have an active secondary market, and by remaining in regular contact with our clients to ensure we are aware of any upcoming liquidity needs.

The investment strategies we recommend include:

- Laddering the portfolio with regularly maturing securities. This provides both dollar cost averaging and a regular flow of available liquidity for the account to protect against rapid changes in interest rates.

- Targeting specific maturity dates. This is made possible through regular communication between the portfolio managers and the client, and simple planning. Each time our portfolio managers meet with the City, they will ask about upcoming liquidity needs. We will use projected spending schedules and its estimated cost to purchase securities that will mature at or around the date those funds will be needed. This reduces the amount of lower yielding 'buffer' funds (money markets, etc.) that would be needed in the account and helps to maximize yield.

- Roll out trades: This practice involves purchasing securities from specific issuers with the intent to sell them at a gain later. This is particularly effective for fixed-rate securities that are purchased with a term between 13-15 months final maturity. Because 2a-7 funds have a 13-month maximum maturity, market demand for securities increases once they fall inside that 13-month threshold.

4. Discussion of Responder's customer service philosophy.

We combine face to face client meetings with best in class online based investment reporting. At Moreton Asset Management we believe it is invaluable for our portfolio managers to meet one-on-one with each client 3-4 times per year. It is common in our industry to employ the use of a 'middle man' who meets with the client and then relates his/her conversation to the portfolio manager. Our portfolio managers meet directly with clients. The best way to demonstrate this to the City of Moscow is to provide references. Please ask our clients how often they see their portfolio managers. Our portfolio managers will rotate with at least two attending each account review. We rotate portfolio managers in order to get your city fully acquainted with the whole team.

Moreton Asset Management invests considerable time and effort into our client relationships. Our goal is two-fold: first, to help our clients meet their primary objectives regarding safety, liquidity, and yield, and second, to ensure our clients are meeting regulatory demands. Our team has significant experience helping clients navigate Idaho Code Section 50-1013. We provide reporting, investment policy, and updates in satisfying these requirements as part of our customer service offering.

For the majority of our local government clients, managing their investment portfolio is not their primary job. We view our role as pivotal in helping the busy Treasurer and Finance Director to be successful. We spend time and effort on the qualitative aspects of managing a portfolio as well as the quantitative. Examples of this are assisting our clients to prepare executive summary reports, handling accounting software setup, responding to auditors and presenting periodically at finance committee meetings or city council. If a Treasurer or Finance Director can be relieved from bidding on bonds or reconciling accounts, etc., they are free to perform the other important functions of their job. If we can do this, we have succeeded. Our team's structure is flat, this way, if a team member is out of the office meeting with clients, another team member can respond or answer the phone immediately when a client emails or calls in.

C. Relevant experience with other similar municipal organizations.

Include three (3) specific references the City may contact (Clients most similar to City in type and size of business and similar services requested are recommended).

Ammon City, ID
Jennifer Belfield, Treasurer
208-346-7258
jbelfield@ci.ammon.id.us

Nampa, ID
Doug Racine, Finance Director
208-468-5737
racined@cityofnamps.us

Rexburg, ID
Matt Neilson, Finance Director
208-372-2343
Matt.neilson@rexburg.org

D. Reporting, portfolio evaluation and review of accounts.

1. Briefly discuss performance measurement capabilities;

   We have access to over 500 indices and benchmarks that we track in the performance section of our reporting platform. Our portfolio managers will make a benchmark recommendation to the City of Moscow after it is determined which strategy and allocation mix will be implemented. In addition to different indices as a benchmark, many of Moreton Asset Management's government clients use the corresponding state pool as their portfolio benchmark. Our firm's customized state pool comparison measures interest earned both in percentage and dollar terms in comparison with the selected state pool.

2. Frequency of reporting to clients (e.g. monthly, quarterly);

   Our reporting capabilities are unique and a major reason that our clients trust us to assist them in managing their investment portfolios. Our reporting is customizable. Financials, transaction reports, earnings, holdings reports, etc. can be obtained at any time during the month via our secure web-based reporting platform. These reports are all exportable to Excel or PDF format. Monthly statements are available in both Excel and PDF format for download.

3. Form of Responder's reports (please provide sample); reports must include all transaction amounts, transaction dates, account numbers and balances, and performance compared to an applicable benchmark;

   Please see Tab 1

4. Frequency of portfolio evaluation;

   Monthly, the portfolio management team meets together, and reviews notes from the last portfolio review of each client. The portfolio management team analyzes upcoming maturities, overall allocations, duration, concentrations, etc. A 'purchase' list detailing the needs of each client portfolio is created and used to make investment decisions throughout the month.

Daily the portfolios are being monitored for maturities on un-invested cash and reinvestment opportunities, credit updates, concentration limits, interest rate environment strategies, etc. Also, our portfolio manager team reads the market news, participates in conference calls with economists from various investment firms across the nation, and conducts yield curve spread analysis to help formulate ongoing strategy for our client's portfolios.

If a maturity is on the horizon in the client's portfolio, we first make sure that we review the client's investment policy in addition to any notes made at our most recent account review or call with the client. This ensures that any investment selected will be appropriate and compliant within the account. Then the portfolio managers discuss the client's current portfolio allocation, maturity buckets, duration, overall safety, liquidity and yield. Once the managers decide which type of security and the maturity range of the security, a search is conducted to find the security.

5. Frequency of account review by Responder's firm and willingness to meet with City management to make recommendations and discuss performance; and

   Portfolio managers will meet in-person with city staff at the City of Moscow offices on at least a quarterly basis. In the quarterly face-to-face meetings, we will review our performance and earned interest comparison versus benchmarks, discuss liquidity needs, credit analysis of the portfolio. We will review the economy and the current interest rate environment while reviewing key portfolio statistics (executive summary).

6. Discuss the selection process of the safekeeping bank/institution that will hold investments while invested by Responder.

   Moreton Asset Management takes the angle of the custodian being completely independent from the asset manager. We would provide a recommendation based off a combination of cost, safety, customer service, and enhanced reporting. We do have ongoing contracts with custodians that we have negotiated low pricing with, as our clients have just under two billion in assets custodied. We are able to pass on the savings of low custody costs to our clients.

E. Recommended changes to City's investment policy.

- Changing the maximum maturity of any security purchased in the portfolio from 15 years to 5 years.

- Adding concentration limits to corporate bonds. Allowing no more than 5% of the portfolio to be invested in any single corporate issuer and allowing no more than 30% of the portfolio be in invested in corporate bonds.

- Changing the minimum number of competitive bids required when purchasing a bond from two to at least three. Also, requiring at least three bids when selling a bond.

1. Effect on Responder's fees, if any;

   We do not charge additional fees for recommended changes to the investment policy and we would continue to review and make recommendations to the City of Moscow's investment policy if and when the need arises in the future. We recommend an annual investment policy review which can be helpful as changes can be made to Idaho State Code 50-1013 and adjustments can be necessary as the City's objectives and internal guidelines may change.

2. Rational for recommendations; and

   Moreton Asset Management recommends changing the maximum maturity of securities held in the portfolio from 15 to 5 years because most cities like Moscow are not able to cash forecast past 5 years, as it is difficult to plan for projects past 5 years and the financial situation of the city can change dramatically. Also, investing in 15-year securities exposes Moscow to substantial interest rate risk, liquidity risk and credit risk.

   Allowing no more than 5% of the portfolio to be invested in a corporate issuer increases corporate issuer diversification and mitigates the amount of principal loss in the event of a bond default. Allowing no more than 30% of the portfolio be invested in corporate bonds reduces credit risk in the portfolio.

   Changing the competitive bidding process from at least two bids to at least three bids is recommended by the GFOA. Moreton Asset Management always gets at least three bids and often will get up to eight to ten bids. At least three bids creates greater transparency when shopping bonds which can save thousands of dollars for the City of Moscow.

3. Pros and cons of recommended changes.

   Changing the maturity limit of the portfolio from 15 to 5 years, in addition to building a 5-year ladder, is highly beneficial as it helps protect the City of Moscow's portfolio by mitigating interest rate risk, liquidity risk, and longer-term credit risk. A negative scenario of changing from a 15 year to a 5 year maximum would be in an environment when rates are at the highest level before entering a long-term cycle of a declining interest rates. In this scenario, locking in 15 year bonds at the height of the interest rate cycle could be beneficial. Although, this strategy would involve perfect timing and the ability to predict the future perfectly instead of adhering to time proven principles of portfolio management.

   Limiting corporate bond exposure increases the level of safety of principal to the portfolio but would also decrease the yield performance in the portfolio in most interest rate environments.

   Although it takes additional work and time to get multiple bids when purchasing bonds, changing the number of competitive bids from at least two to three would allow for more bond transparency which helps keep bonds prices lower and brokers more competitive.

F. Insurance

Provide proof of ability to comply with Insurance and Bond Requirements as listed on Exhibit "B".

Please see Tab 2

G. Research and investment decisions.

1. Provide research methods and resources (external and internal); and

As an independent firm, Moreton is not tied to any specific research, therefore Moreton Asset Management has several outside resources it uses to conduct credit research internally by the portfolio management team. Resources include Bloomberg, SNL DataTrac, Insight Economics, Contingent Macro, and Clearwater Analytics portfolio monitoring. Through Bloomberg we prepare historical analysis on the markets and individual securities and attempt to forecast future changes. Our firm compares the FOMC Dot Plot with the future rate hike/cut probabilities to help guide our investment decisions.

Our portfolio managers have several risk monitoring tools including: Issuer Concentration, Security Type, Sector, Industry Sub-Sector, Industry Group Industry Subgroup, Credit Rating, Duration, Market Cap, Asset Class, Credit Events, Index Comparison, Shock Analysis, Risk Comparison, VaR, Historical Trends, Historical Exposure, and Cash Flow Forecast.

All our portfolios are subject to a complex credit analysis on a monthly basis performed by our firm. This is done by compiling all credit ratings on each security in a portfolio (Moody's, S&P, DBRS, and Fitch) and weighting the credit rating with the lowest rating heaviest. We combine credit ratings from all sources and screen them with additional analysis performed by members. For our clients that operate within government state statutes, this has been an effective approach in ensuring the safety of investments.

We also participate in monthly conference calls of independent, regional, and national investment firms. Moreton receives additional research and ratings reports through many of our broker-dealer and money market/mutual fund relationships. These reports allow the firm to conduct both a macro analysis on broader industry segments as well as micro analysis on the credit worthiness of individual firms.

Discussion of investment decision-making process (committee, portfolio manager, external investment managers, etc.).

The portfolios are managed in house by our team of five portfolio managers. Before our portfolio management teams selects an investment, we first make sure that we review the clients' investment policy in addition to any notes made at our most recent account review or call with the client. This ensures that any investment selected will be appropriate and compliant within the account.

Second, we review any liquidity needs the client may have and ensure the portfolio addresses these needs. This includes future bond payments as well as any other expenditure of funds. We will also check the portfolio for issuer and sector concentration limits, credit quality, and duration in order to determine areas where the client can benefit from additional purchases.

Next, our firm targets specific maturity ranges that will best fit the needs within the portfolio. We target possible investments that meet the investment objectives of the City of Moscow while targeting securities with maturities on the steep part of the yield curve. We analyze spreads of different security types to determine the best value for purchase. As we find an investment that is suitable with regards to preservation of principal, liquidity, yield, and maturity, we will then purchase it. Once a security has been purchased, it is loaded onto our reporting platform where we continue to track the security and are notified automatically if any changes are made to credit ratings.

Lastly, we consider both current income and total return for each purchase. For the majority of our public sector clients, we follow a buy and hold to maturity strategy. In some instances, we recommend the sale of securities that have appreciated in value that are close to maturity to enhance total return.

H. Fees.

1. Indicate all fees involved for each of the services Responder offers;

   Moreton Asset Management charges one flat fee. Fees are 100% inclusive of all costs including third party custody, trading, brokerage, wire, and all management costs. The City of Moscow will not be charged another fee.

2. Include a breakout of the initial and ongoing consulting fees and management fees as a percentage of the dollar value of the assets. Also list a termination of service fee, if applicable;

   Fees for the City of Moscow will be discounted from Moreton Asset Management's standard fee schedule (described in the attached wrap fee brochure). The basis points charged depend upon the assets under management. The fee schedule for the City of Moscow is as follows:

   <u>Assets Under Management: Percentage Charged</u>
   $0 to $10 million: 0.15%
   $10 to $20 million: 0.12.5%
   $20 to $40 million: 0.10%
   $40 million or above: 0.09%

   Moreton Asset Management's contract is month to month and there is no termination fee.

   Fees are flat (not tiered), so each level referenced above is a breakpoint. For example, if the balance managed is $15 million, the entire balance of $15 million is charged at the 12.5 basis point level. The fee schedule is fixed and would not change throughout the duration of the contract. An estimate of fees charged on $15 million would be: $15,000,000 * .00125 = $18,750 per year.

3. Discuss the frequency in which such fees will be evaluated and the maximum amount of any increase to be expected; and

   Fees are welcomed to be evaluated any time at the client's request. Fees will never increase. We feel that our current fee structure is appropriate given our high service levels and overall product suite. However, we do not want to lose a client's business solely over fees and will adjust fees as needed to be competitive.

4. If Responder's firm uses a Wrap program, please include a copy of brochure.

   Please See Tab 3

I. Other Services

1. Please address any alternative or additional services that Responder is capable of providing that may be of benefit to City.

   Moreton & Company is a recognized insurance leader and risk manager, offering the best in employee benefit design and cost- effective program implementation. Moreton & Company is the Intermountain West's largest, most diversified, independent insurance brokerage firm, with more than 240 professionals with offices in Utah, Idaho, and Colorado.

2. Discuss Responder's experience in rendering such services.

   Moreton & Company was Founded in 1910 and has been in business for 109 years.

Moreton Asset Management, LLC

Discretionary Asset Management Agreement

This Asset Management Agreement ("Agreement") is entered into between and agreed to by **City of Moscow, a Municipal Corporation of the State of Idaho** ("Client") and Moreton Asset Management, LLC ("Moreton"), a registered investment adviser located at 101 South 200 East, Suite 300, Salt Lake City, UT 84111. By executing this Agreement, Client retains Moreton to provide the services described in this Agreement.

1. **Asset Management Services.** The asset management services of Moreton are provided to the account(s) of Client. Client shall deliver funds to a qualified Custodian, which shall be placed in, and hereafter referred to as the ("Account"). The asset management services involve Moreton providing Client with continuous and ongoing supervision over the Account. Client will appoint Moreton as its investment adviser of record of the Account. The Account will consist only of separate account(s) held by qualified custodian under the name of Client. The qualified custodian will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Client's beneficial interest in a security does not represent an undivided interest in all the securities held by the qualified custodian, but rather represents a direct and beneficial interest in the securities which comprise the Account. At least quarterly, Client will receive an account statement from the qualified custodian of the Account detailing transactions in the Account.

Upon appointment as an investment adviser of the Account, Moreton will obtain from Client information to determine Client's financial situation, investment objectives and risk tolerance. A specific Investment Policy Statement (IPS) is crafted for Client and focuses on Client's specific goals and objectives. As described in the IPS, Client may impose reasonable restrictions on the management of the Account, including the ability to instruct Moreton not to purchase certain securities on behalf of Client. The Account will be managed by Moreton, in accordance with the instructions listed in the IPS, on the basis of Client's financial and tax situation, investment objectives and risk tolerance. Moreton will actively monitor the Account and provide advice to Client regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

Client will timely notify Moreton of any changes to Client's financial situation or investment objectives or if Client wants to impose and/or modify any reasonable restrictions on the management of Client's Account. At least annually, Moreton will contact Client to determine whether Client's financial situation, investment objectives or risk tolerance have changed, or if Client wants to impose and/or modify any reasonable restrictions on the management of Account. Moreton will be reasonably available to consult with Client relative to the status of the Account. Client understands that the asset management services provided under this Agreement do **not** include financial planning, consulting or any other similar services.

2. **Investment Discretion & Trading Authority.** Unless otherwise indicated in Addendum I or the Investment Policy Statement (IPS), Client grants Moreton discretionary authority to make all decisions to buy, sell or hold securities, cash or other investments for the Account in the sole discretion of Moreton without first consulting with Client. Client also grants Moreton the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes Moreton to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of Moreton's authority under this Agreement.

3. **Brokerage Practices.** Moreton does not maintain custody of client assets. Custody of Client assets shall be maintained by a Custodian of Client's choosing. Unless indicated otherwise by Client in Addendum I, Client will establish and maintain Account at U.S. Bank N.A., and Moreton will settle trades through US Bank as the qualified custodian.

Client authorizes Moreton to select brokers and dealers to execute Client's securities transactions. If required by a regulatory body to which Client is subject, Moreton will only use brokers and dealers on the Certified Dealers list required by such regulating body in effecting securities transactions in the Client's Account. Moreton will not be responsible for losses of any type caused by reason of acts of omissions of any broker or dealer.

4. **Block Trading Policy.** Moreton is authorized in its discretion (but is not obligated) to aggregate, batch or combine purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of Moreton. Moreton will endeavor to process all Account transactions in a timely manner, but Moreton neither represents nor warrants that any such transaction will be processed or effected by the qualified custodian or broker-dealer on the same day as requested.

5. **Reports.** Client will receive statements of Account from the qualified custodian at least quarterly. Additionally, Moreton may provide position or performance reports for the Account each month and upon Client's request. Such statements will be provided online via a login ID and password.

Client is strongly urged to compare any reports received from Moreton against Client's Account statements received from the qualified custodian. If there is ever a discrepancy between the online statement Moreton provides, and the statement the custodian provides, the custodial statement will serve as the official statement. Discrepancies between reports received from Moreton and the statements received from the qualified custodian should be reported immediately to Moreton and the qualified custodian.

6. **Cash Management.** Temporary cash balances in accounts administered by qualified custodian may be invested automatically each day in a short-term investment alternative ("Sweep Vehicle") such as a Money Market Fund, consistent with an account's investment objectives and IPS. Client acknowledges receipt of the Sweep Vehicle's most current fund prospectus.

7. **Fees.** Investment advisory fees of Moreton are charged based on a percentage of assets under management, billed in arrears on a monthly basis and calculated based on the average daily balance of the Account during the previous billing period. Fees are prorated based on the number of days service is provided during each billing period. If asset management services are commenced in the middle of the billing period, then at the start of the next calendar month, Account will be charged the prorated fee for the remainder of the billing period.

Fees charged by Moreton may vary among its clients based on such factors as: referring source, the type of client (corporation, municipality, individual, etc.), the complexity of the client's situation, the composition of the client's account, pre-existing relationships, related accounts, competitive environment, market conditions, the potential for additional account deposits, custody location, the total amount of Client assets under management, and other reasons Moreton deems appropriate.

The annual fee for asset management services under this Agreement is based upon the fee schedule listed below. Clients are charged a flat (not tiered) fee based on the amount of assets under management. The following is our standard annual fee schedule:

Amount of Assets Under Management	Annual Fees
$5,000,001 - $10,000,000	0.250%
$10,000,001 - $20,000,000	0.200%
$20,000,001 - $40,000,000	0.175%
$40,000,001 - $100,000,000	0.150%
$100,000,001 and above	0.125%

If Account is to be charged fees on a fee schedule other than described above, Client will initial below:

______ **Customized Fee Schedule.** Moreton will charge management fees using the fee schedule found in Addendum I. The reason for the customized fee schedule will be described and acknowledged by Client and Moreton.
Fees charged by Moreton under this Agreement will not be based on the capital gains or the capital appreciation of Client's Account(s). Moreton believes that its annual fee is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. However, Moreton's annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs.

Client grants Moreton the authority to have fees automatically deducted from the Account by the qualified custodian. Management fees (as described above) will be reported in the monthly statement. Billing statements will be supplied by Moreton upon request from Client. At least quarterly, Client will receive account statements from the qualified custodian of Account detailing transactions in Account, including investment advisory fees charged. Client should review the Account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Client is not separately charged for transaction charges associated with trade execution. All transaction ticket fees charged by the qualified custodian for the Account will be included in the fee for asset management services charged by Moreton. Transaction ticket fees are charged directly to Moreton by the qualified custodian for the Account.

Moreton will not receive any portion of such commissions or fees from the qualified custodian or Client. In addition, Client may incur certain charges imposed by third parties other than Moreton in connection with investments made through the Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by Moreton are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment company security's prospectus.

8. **Solicitor Arrangement.** If Client was introduced to Moreton through an unaffiliated solicitor ("Solicitor"), Moreton may pay that Solicitor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940 and any applicable state law.

The referral fee will be paid solely from the compensation of Moreton as defined in this Agreement, and will not result in any additional charge to Client. Solicitor is compensated to refer Client to Moreton in accordance with the approved practices of Moreton, distribute to Client all required disclosures, review and complete all necessary forms and applications with Client, obtain all appropriate Client signatures, and provide continuing contact to Client concerning investment advisory services of Moreton. Solicitor does **not** have authority to accept investment advisory agreements on behalf of Advisor, to collect or receive payment in his own name for any investment advisory agreement nor provide investment advice or manage assets on behalf of Moreton. All investment advisory agreements related to services provided by Moreton are subject to acceptance by Moreton.

If Client was introduced to Moreton through Solicitor, Client hereby acknowledges receipt of Solicitor's Disclosure Statement which disclosed the terms of the solicitor arrangement between Moreton and Solicitor and the compensation to be received by Solicitor from Moreton.

9. **Account Valuation.** For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ at the closing price will be valued on the valuation date, on the principal market where the securities are traded. Other securities or investments in the Account will be valued in a manner that Moreton believes in good faith reflects the fair market value.

10. **Client's Responsibilities.** Client recognizes the value and usefulness of the services of Moreton will depend upon the accuracy and completeness of the information that Client provides to Moreton, upon Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide Moreton all requested information and required documents that Moreton may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. Moreton will not be responsible for the verification of the information and documentation provided by Client. Client will notify Moreton in writing of any material change to Client's circumstances or investment objectives.

11. **Non-Exclusive Relationship.** Client acknowledges and agrees that Moreton may manage investments for other clients and may give other clients advice or take actions for them, for Moreton accounts, or for accounts of persons related to Moreton that is different from the advice Moreton gives Client or actions Moreton takes for Client. Moreton is not obligated to buy, sell, or recommend for Client any security or other investment that Moreton may buy, sell, or recommend for any other clients, for Moreton's accounts or for the accounts of persons related to Moreton.

Conflicts may arise in the allocation of investment opportunities among accounts that Moreton manages. Moreton will seek to allocate investment opportunities believed appropriate for Client's account and other accounts advised by Moreton among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to Moreton's attention will be allocated in any particular manner. If Moreton obtains material, non-public information about a security or its issuer that Moreton may not lawfully use or disclose, Moreton will have no obligation to disclose the information to Client or use it for Client's benefit.

12. **Basis of Advice.** Client acknowledges that Moreton obtains information from a wide variety of publicly available sources. Moreton does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Moreton are based upon the judgment of Moreton. Moreton cannot guarantee the results of its recommendations.

13. **Risk.** Moreton cannot guarantee the future performance of the Account, promise any specific level of performance or promise that Moreton's investment decisions, strategies or overall management of the Account will be successful. The price of securities can and will fluctuate. Securities held in the Account are not deposits or obligations of, or guaranteed by Moreton or any of its affiliates; nor federally insured by the FDIC, the Federal Reserve Board or any other federal, state, or municipal governmental entity.

    The investment recommendations and any decisions of Moreton on behalf of Client are subject to investment risk, various market, currency, economic, political and business risks, including the possible loss of principal. Additional risks may include trading or execution-related risks (such as illiquidity or wide bid/ask spreads within the bond market when buying or selling), bond structure characteristics (such as calls and puts, which may lead to early retirement or extension of an issue), convexity (the risk that the life expectancy of a bond may change in response to interest rate fluctuations). In supervising the Account, Moreton will not consider any other securities, cash or other investments of Client unless Client has told Moreton to do so in Client's written instructions to Moreton. Client acknowledges that the Account is designed for long-term investments and that asset withdrawals may impair achievement of Client's investment objectives.

    Except as may otherwise be provided by law, Moreton will not be liable to Client for any loss (i) that Client may suffer as a result of Moreton's good faith decisions or actions where Moreton exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use, (ii) caused by following Client's instructions, or (iii) caused by the qualified custodian, any broker or dealer to which Moreton directs transactions for the Account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws. Client acknowledges and understands the above-stated risks.

14. **Proxy Voting.** Moreton will vote proxies on behalf of Client unless Client indicates in writing that it will handle the voting of proxies. Moreton is not required to communicate or deliver to Client any notices to stockholders, proxies, financial statements or other literature received in connection with any asset placed in the Account, unless directed by Client in writing.

15. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.

16. **Client Conflicts.** If this Agreement is between Moreton and related or joint clients (i.e. husband and wife, life partners, etc.), Moreton's services will be based upon the joint goals communicated by Client to Moreton. Moreton will be permitted to rely upon instructions from either party with respect to disposition of the Account, unless and until such reliance is revoked in writing to Moreton. Moreton will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients. Client affirms that any securities placed under Moreton's management are and will remain free from any lien, charge or other encumbrance unless Moreton is notified in writing. Client agrees to indemnify Moreton against any claim or liability, including attorney's fees Moreton may incur in acting in reliance upon these representations and warranties.

17. **Confidentiality.** Unless otherwise agreed to in writing or as required by regulation, Moreton will exercise due diligence and care with respect to keeping confidential all Client information, including nonpublic personal information. Moreton may use companies that are not Moreton affiliates to perform services on behalf of clients. These companies may be given client information in any manner other than to provide products and services requested by Moreton clients. Moreton and its members will maintain and use such confidential information in accordance with Moreton's Privacy Policy, which has been provided to Client.

Client understands that Moreton is allowed to share nonpublic personal and financial information with its affiliate companies to provide financial products and services to Client unless otherwise directed by Client in writing. Moreton may share Client's nonpublic personal and financial information with affiliates in order to perform the investment advisory services as agreed upon by Client.

18. **Client Death or Disability.** Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Moreton.

19. **Termination.** The services will terminate within 30 days of either party providing written notice of termination to the other party. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Moreton to you.

20. **Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, faxed, sent by telecopy or e-mail, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Moreton should be sent to the main address of Moreton. All notices or communications to Client will be sent to the address last provided by Client.

Client's verbal instructions or notices to Moreton are deemed acceptable if either: Client sends Moreton a written confirmation of the verbal instructions within one business day of Moreton's receipt of such verbal instruction, OR Client fails to object to Moreton's own written (email, fax, or mail) confirmation of the verbal instruction or notice within five business days of Moreton's receipt of such verbal instructions. Furthermore, Moreton's recorded entry of any written or verbal instructions from Client or Client's Authorized Representative shall be considered proof of giving such instructions.

21. **Applicable Law.** This Agreement will be construed under the laws of the State of Idaho. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 or any rule thereunder. If Client is subject to any state-specific regulations or Acts, Moreton agrees that all investments must adhere to the requirements of such regulation or Act. Client accepts responsibility to notify Moreton that Account is subject to such regulation.

22. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

23. **Amendments.** Moreton will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective upon Client's mutual agreement.

24. **Representations.** Moreton represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit this Agreement.

25. **Counterparts.** This agreement may be executed in one or more counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

26. **Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client acknowledges receipt of the Form ADV Part 2A Disclosure Brochure of Moreton and the Schedule H Wrap Fee Brochure. The appropriate disclosure documents were delivered to Client at least 48 hours prior to Client entering into any written advisory contract with Moreton, OR such disclosure documents were delivered to Client at the time of entering into the Agreement, in which case, Client has the right to terminate this contract without penalty within five business days after entering into this contract. For purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, any other provision of this contract notwithstanding. Client also acknowledges receipt of the Privacy Policy Notice of Moreton as required by the Gramm-Leach-Bliley

Act of 1999 and the Moreton Asset Management Business Continuity Plan. Client acknowledges that in order to comply with the PATRIOT Act and other governmental regulations, Moreton will ask Client for copies driver's licenses, social security numbers, and other identifying documentation.

27. **Electronic Delivery.** Client authorizes Moreton to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from Moreton, via electronic mail and/or via Moreton's website www.MoretonAdvisors.com. Updated filings and notices are available at the bottom of the home page of Moreton's website via the link 'Privacy Policy/Filings'. Information and documents provided by Moreton will include, but are not necessarily limited to, Form ADV updates and offers, Moreton's annual Privacy Policy Notice, and other written communications from Moreton. Moreton may receive, via electronic means, Client's consent to assignment of this Agreement. When using electronic delivery, Moreton will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may notify Moreton in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.

28. **Litigation and Arbitration.** Client may select the forum and method of dispute resolution, including arbitration, mediation, or litigation in any state or federal court.

29. **Tax Certification.** Client certifies that: 1) Client's correct Taxpayer or Employer Identification Number is as stated below, or 2) Client is not subject to backup withholding as Client is exempt, or has not been notified to the contrary by the Internal Revenue Service (IRS) because of failure to report all interest or dividends, or the IRS has notified Client that he/she is no longer subject to backup withholding.

30. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This agreement becomes effective on the date Moreton receives and accepts an executed copy of this Agreement signed by Client and will remain in effect until terminated as described in this Agreement.

ACCEPTED BY: Client

____
Client Signature

Sarah L. Banks, Finance Director
Client Name and Title

____
Date

ACCEPTED BY: Moreton Asset Management

____
Advisor Signature

Andy Robbins
Advisor Name

____
Date

Addendum I
Accounts Under Management

In accordance with the Asset Management Agreement ("Agreement") executed on the date indicated below, Client hereby instructs Moreton to provide asset management services for the Account. If the assets of the Account are to be custodied with an agent other than U.S. Bank N.A., OR if the advisory fees to be charged are calculated using a non-standard fee schedule, Client will indicate below.

Discretionary Trading:

Until specifically allowed and directed by the client, all trades will be made on a non-discretionary basis, and must be approved by the client before trades are finalized. Client retains option to change the account in the future to allow for Moreton to engage in discretionary trading on behalf of Client, and will notify Moreton if and when this change occurs.

Brokerage Practices:

Client retains the right and authority to select and/or change Custodian(s) during the terms of this Agreement.

Customized (non-standard) Fee Schedule: Moreton will charge investment management fees based upon the fee schedule described below:

$0 to $10 million;	15 bps
$10 to $20 million;	12.5 bps
$20 to $40 million;	10 bps
$40 million and over;	9 bps

*Describe reason for customized fee schedule: competitive environment, fee matching to similar clients (peers)

* * * * * * * *

CERTIFICATIONS

Client Signature: ______________________________ Date: ______________

Advisor Signature: ______________________________ Date: ______________

Moreton Asset Management, LLC

PRIVACY PLEDGE AND NOTIFICATION

Moreton Asset Management, LLC (Moreton) respects your right to privacy. We have always been committed to secure the confidentiality and integrity of your personal information. The information we collect and the extent to which we use it will vary depending on the service involved. We are proud of our privacy practices and want our current and prospective clients to understand what information we collect and how we use it.

Terms you should know:

Personal (public) information:

- information such as your name, address, phone number, place of employment, items that you would find in a phonebook or on the internet.

Non - Public information:

- information such as your Social Security number, date of birth, phone number if unlisted, income, financial situation, information given by you when opening an account, applying for a loan or financial planning.

Affiliated company is:

- Companies related by common ownership or control, our affiliated companies are Moreton & Co. and Moreton Capital Markets, LLC.

Non-Affiliated/third party company is:

- Companies not related by common ownership or control, they could be your insurance carrier, your broker/dealer, a company that prints statements or does a company's payroll.

Why We Collect Your Information

We gather information about you:

- to help us understand what your financial needs are now and in the future
- for financial planning, suitability, insurance coverage for you personally or for your business
- to know who you are and thereby prevent unauthorized access to your information
- design and improve services we offer
- to comply with the laws and regulations that governs us.

What Information We Collect

The information we collect varies depending on the products and services you request and may include:

- information about your identity, such as your name, address, social security number, birth date
- information such as your income, financial and retirement goals, beneficiaries
- information about your company, your employees and partners
- third-party reports, such as motor vehicle records, demographic and/or medical information, if relevant to your product or service
- information about your transactions with us, our affiliates, or others

How We Collect Your Information

We collect information about you, for example, from the following sources:

- information we receive from you on applications or other related forms and statements
- information your employer, benefit plan sponsor, or association may provide
- information from our affiliates, your broker/dealer, your insurance carrier or medical provider

Do We Share Your Personal and/or Non-Public Information

All financial companies need to share client information to run their everyday business, the following describes what information is shared and why:

- We **do share** your personal information with our affiliates (Moreton & Co. and Capital Markets, Moreton Business Solutions, Moreton Retirement Partners) for our everyday business purposes. (Your *non-public information* is shared only with your approval)

- We **do share** your personal and non-public information with non-affiliated third parties such as your securities broker/dealer, your insurance carrier, insurance wholesalers for insurance underwriting, your attorney or tax consultant for financial planning.
- We **do not share** personal or non-public information about our former clients except as permitted by Law.
- We **do not share or sell** your personal information to non-affiliated companies or third parties to market their products to you.

Moreover, we will not release information about our clients or former clients unless one of the following conditions is met:

- We receive your prior written consent.
- We believe the recipient to be you or your authorized representative.
- We are required by law to release information to the recipient.

We only use information about you to help us better serve your investment needs or to suggest services that may be of interest to you.

Confidentiality and Security

We maintain physical, electronic and procedural safeguards to guard your personal account information. We also restrict access to your personal and financial data to authorized Moreton Asset Management, LLC associates who have a need for these records. We require all non-affiliated organizations to conform to our privacy standards and are contractually obligated to keep the information provided confidential and used as requested. Furthermore, we will continue to adhere to the privacy policies and practices described in this notice even after your account is closed or becomes inactive.

MORETON ASSET MANAGEMENT Customer Identification Program Notice:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth and identification number. For a non-citizen the identification number would include the taxpayer identification number, passport number, and country of issuance, alien identification number, or government-issued identification showing nationality, residence, and photograph of you. We may ask to see your driver's license or other identifying documents. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

To Contact Us

For questions regarding our privacy policy, please contact us at 801-869-4200, fax at 801-869-4204, or via email at Team@MoretonAdvisors.com.

-- cut here and return if you are opting out --

Opt-Out Option

As a Moreton client, you have choices about who we share your information with. As you consider this, we encourage you to make choices that enable us to provide you with services that help you meet your financial needs**. PLEASE SIGN BELOW TO VALIDATE YOU HAVE READ AND RECEIVED THIS POLICY AND RETURN TO MORETON ASSET MANAGEMENT AT 101 S 200 E, Suite 300, SALT LAKE CITY, UT 84111.** If an opt-out is being requested, please check the appropriate boxes below.

I would like to Opt-out of the sharing of my personal information with: **(check those that apply)**

Moreton Asset Mgt. affiliates (Moreton & Co., Moreton Wealth Advisors, Moreton Capital Markets, Moreton Business Solutions, Moreton Retirement Partners) -

☐ Marketing

Non-affiliated/third parties –

☐ Broker/dealer
☐ Insurance carrier
☐ Attorney or tax consultant
☐ Insurance wholesalers for underwriting

Signature ____________________ Date ____________________

Sarah L. Banks / Finance Director
Print Name

City of Moscow
Customer/Entity Name

Custody Account Application — Institution — CIP Exempt

usbank

Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)
• Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule
• Transfer authorization form (if applicable)

Return to: ria.newaccounts@usbank.com

Please complete every section.

Account Owner Information

Entity Name: City of Moscow

Account title (If different than name above):

Address: 206 E. Third Street

City, State, Zip: Moscow, ID 83843

Tax I.D.: 82-6000227

Designated Agent (Advisor Name): Moreton Asset Management

NAICS Code: 921110
www.census.gov/eos/www/naics

Phone number (required): 208-883-7016 (To be used for disbursement authorization, see agreement section 11.7)

Are there other DBA or trade names used for the same legal entity? ☐ YES ☑ NO

If yes, please provide names:

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership

3 Exempt payee code (if any) (*see bottom of page 5 for code listing)*

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

☑ Other (see instructions) government entity

What is the ownership structure of the entity?

☐ Privately Held ☑ Majority Owned by Government ☐ Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

☐ Wholly Owned Subsidiary of Publically Traded Parent Company

If a publically traded entity or a wholly owned subsidiary of a publicly traded parent, what exchange is the company listed on?

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☑ YES ☐ NO
   If no, please submit a W-8 BEN and state the Customer's country of residence or principal registration:
2. Is the entity headquartered outside the United States? ☐ YES ☑ NO If YES, what country is it located in:
3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☑ NO
   If yes, list addresses

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Customer.
   city government

   Geographic Footprint.
   City of Moscow, ID
2. Purpose (Please provide the reason the Customer is establishing the custody and investment account).
   Is this an operational account? ☐ YES ☑ NO (An operational account is defined as an account used for daily operations of the entity.)
   investments
3. Entity's annual revenue. ($) 39.8 million
4. Entity's primary source of revenue. tax revenues

Customer Background and Anticipated Activity (cont.)

5. From where will initial and ongoing funding for this account originate: (Answer all that apply):
   - ☑ Domestic predecessor bank trustee or custodian: name of institution ______
   - ☐ Domestic predecessor broker/dealer custodian: name of institution ______
   - ☐ Foreign predecessor bank or broker/dealer: name of institution ______
   - ☐ N/A - Initial Funding - no existing assets held elsewhere ______
   - ☐ Other, explain ______

6. Method of initial and ongoing funding for this account to be transmitted by. (Check all that apply):
   ☑ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee
   ☐ Foreign wire transfer ☐ Other, explain

7. a) Number of cash transactions in and out of the account, per year ______ ☑ N/A

   b) Dollar range of cash transactions. $ ______ - ______ ☑ N/A

   c) Method of disbursements. Check all that apply. ☑ Wire ☐ Check ☑ ACH ☐ Transfer to another U.S. Bank account ☐ N/A

   d) Will any disbursements be sent outside the United States? ☐ YES ☑ NO
   If YES, please list countries: ______

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. *Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.*

☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.

☑ **First In First Out ("FIFO")** – Shares are sold from tax lots having the earliest federal tax acquisition date.

☐ **Last In First Out ("LIFO")** – Shares are sold from tax lots having the most recent federal tax acquisition date.

☐ **Highest Federal Cost First Out ("HIFO")** – Shares are sold from tax lots having the highest federal tax cost per share.

☐ **Lowest Federal Cost First Out ("LOFO")** – Shares are sold from tax lots having the lowest federal tax cost per share.

☐ **Specify Tax Lot** – Shares are sold from tax lots that you specify.

☐ **Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.

☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

☐ First American Government Obligations Fund	Class Y
☐ First American Prime Obligations Fund	Class Y
☐ First American Tax-Free Obligations Fund	Class Y
☐ First American Treasury Obligations Fund	Class Y
☑ (other mutual fund's ticker symbol) FGXXX	Class x
☐ U.S. BANK NON-INTEREST BEARING DEPOSIT ACCOUNT	

If the foregoing does not designate one and only one open-end investment company registered under the Investment Company Act of 1940 (a "Mutual Fund"), then Customer is deemed to have designated the U.S. Bank Non-Interest Bearing Deposit Sweep.

If a Mutual Fund is designated, Customer hereby acknowledges that it has received the prospectus for the designated Mutual Fund.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

☐ consent to Disclosure
☑ objection to Disclosure

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

Name: Sarah L. Banks   Phone Number: 208-883-7016
Email: sbanks@ci.moscow.id.us

Statement Frequency: ☑ Monthly ☐ Quarterly ☐ Annually   Delivery Method: ☑ Print ☐ Online Only

Name: Phone Number:
Email:

Statement Frequency: ☐ Monthly ☐ Quarterly ☐ Annually   Delivery Method: ☐ Print ☐ Online Only

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf. Customer must provide CIP documentation (a copy of A Government issued photo ID) for all authorized individuals names below.

Name/Title	Signature
Sarah Lynn Banks / Finance Director	
Renee Arlene Tack / Assistant Finance Director	
Julie Ann Fry / Treasury Mgt Coordinator	
Gary James Riedner / City Supervisor	

Agreement and Signature

By signing this Application, I hereby:

a) acknowledge receipt of a copy of this Application, and the Custody Agreement

b) acknowledge that the Custody Agreement is incorporated herein by reference

c) agree to the terms and conditions of this application and Custody Agreement

d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested

e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)	Sarah Banks	Signature	
Title (please print)	Finance Director	Date	

To Be Completed By U.S. Bank

Signer's Name (please print)		Signature	
Title (please print)		Date	

The following codes identify payees that are exempt from backup withholding:

1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 – The United States or any of its agencies or instrumentalities
3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 – A corporation
6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 – A futures commission merchant registered with the Commodity Futures Trading Commission
8 – A real estate investment trust
9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
10 – A common trust fund operated by a bank under section 584(a)
11 – A financial institution
12 – A middleman known in the investment community as a nominee or custodian
13 – A trust exempt from tax under section 664 or described in section 4947

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, Fair Value Measurement and Application.

1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.5 "CFR" means the Code of Federal Regulations.

1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.7 "Code" means the Internal Revenue Code of 1986, as amended.

1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.9 "DTC" means the Depository Trust Company.

1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time

1.12"Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.

1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.

1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.

1.16 "IRS" means the Internal Revenue Service.

1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.

1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).

1.20 "SEC" means the United States Securities and Exchange Commission.

1.21 "State" means the State of Idaho.

1.22 “Statement Recipient” means Customer and anyone else Customer so designates.

1.23 “Sub-account” means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.

2.2 Establishment of Account.

2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.

2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.2.2.1 Customer holds good and valid legal title to all Assets.

2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 Customer has designated the frequency of Account statements in the Application.

4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5. Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.

5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.

5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.

5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.

5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

5.7 Distribute Assets as set forth herein.

5.8 Safe-keep Assets as set forth herein.

5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.

5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.

5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor. (ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

10.2.2 Act as trustee of the Assets.

10.2.3 Act as custodian of any assets other than the Assets.

10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

10.2.5 Provide Investment Advice.

10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

10.2.12 Monitor agents hired by Customer.

10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

11.1 Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.

11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.

11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.

11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

11.7 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

SECTION 12: FEES AND EXPENSES

12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.

12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: INDEMNIFICATION

13.1 Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this

Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, bad faith, or material breach of this Agreement. Regardless of any determination relating to Bank's conduct, Customer agrees to indemnify, hold harmless, and release Bank from any Claim relating to (i) the action or inaction of the Designated Agent, or (ii) any action taken or omitted by Bank in reliance on any information, instruction, or direction provided by the Designated Agent. The foregoing provisions shall survive the Indemnified Person's termination as such and the termination of this Agreement.

13.2 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.

13.3 No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

13.4 Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 14: TERMINATION

14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3 Complete Agreement; Amendment.

15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.3. Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.

15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: SWEEP DIRECTION

16.1. Customer's Sweep Direction has been made in the Application.

16.2 If a First American Fund is identified above, Customer hereby acknowledges and confirms that Customer understands the following information about the First American Funds:

16.2.1 The open-end investment companies registered under the Investment Company Act of 1940 in the First American Funds, Inc. family (the "First American Funds") are distributed and underwritten by Bank's affiliate, Quasar Distributors, LLC.

16.2.2 Bank's affiliate, U.S. Bancorp Asset Management, Inc., serves as the funds' investment advisor and provides shareholder services. Bank provides custody services to the funds, and Bank's affiliate, U.S. Bancorp Fund Services, LLC, provides accounting, administration, and transfer-agent services.

16.2.3 Compensation paid to Bank and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses.

16.2.4 Shares of registered investment companies are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

16.3 This authorization and direction shall continue in effect with respect to the identified fund should the fund be merged with or into another fund.

16.4 If the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT is identified above, Customer hereby acknowledges that uninvested cash is swept to the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT, a non-interest bearing deposit account at U.S. Bank National Association. Customer acknowledges that (i) the U.S. BANK IT&C CLIENTS NON- INTEREST BEARING ACCOUNT is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash in the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits.

SECTION 17: PATRIOT ACT

17.1 By signing above, Customer acknowledges that they have received the following important information:

17.1 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

17.1.2 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

Mutual Fund Compensation Disclosure

U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA), Quasar Distributors, LLC (Quasar) and U.S. Bancorp Fund Services, LLC (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

A conflict of interest exists when USBNA is a trustee or agent with investment authority for an account and invests account assets in funds from which USBNA receives compensation. USBNA manages such conflicts and receives the fees in accordance with applicable state and federal laws.

FIRST AMERICAN FUNDS, INC. MONEY MARKET FUNDS: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include acting as investment advisor to the funds and/or providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services. U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank also receives fees from the funds for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses.

U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. If you have the authority to direct U.S. Bank with regard to investments in your account, you authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated Fund Name	Gross Advisory Fees	Gross Other Fees & Expenses Received By U.S. Bank					Net Fees & Expenses Received By U.S. Bank				
FIRST AMERICAN FUNDS	Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%	0.15%	0.15%	0.25%	0.40%	N/A	0.14%	0.20%	0.30%	0.45%	N/A
Retail Prime Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.15%	0.25%	0.40%	0.70%	N/A	0.20%	0.30%	0.45%	0.75%
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.20%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A	0.14%	0.24%	0.39%	0.69%	N/A	0.20%	0.30%	0.45%	0.75%

Fees and expenses above may be found in the fund prospectuses.

FIDELITY AND FEDERATED MONEY MARKET MUTUAL FUNDS: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 50 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund Name	Fund Name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

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Investment products and services are:

NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

Continued on next page

NUVEEN MUTUAL FUNDS: Firstar Capital Corporation (Firstar Capital), an affiliate of U.S. Bancorp, holds a less-than-10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firstar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment Holdings, LLC, under the terms of the sale. If U.S. Bank exercises investment discretion over the assets of an irrevocable trust or ERISA or IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

OTHER MUTUAL FUNDS: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), distribution and principal underwriter services provided by Quasar (fee rates for these services may be up to 95 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 15 basis points on account assets invested in the Nuveen Mutual Funds. However, U.S. Bank will receive no shareholder service compensation for Nuveen Mutual Fund holdings in ERISA or IRA accounts, Nuveen will retain these fees.

If U.S. Bank exercises investment discretion over the assets of an account governed by the Employee Retirement Income Security Act, or which is an Individual Retirement Account under the Internal Revenue Code Section 408, which invests in a mutual fund for which U.S. Bank provides services for a fee, then U.S. Bank refunds to that account the fees received from that mutual fund.

OTHER IMPORTANT INFORMATION: Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions.

U.S. Bank is responsible to vote the proxies of mutual funds held in certain client accounts. U.S. Bank has engaged Institutional Shareholders Services Inc. (ISS) to vote the proxies of certain mutual funds it is affiliated with, or for which an independent fiduciary is required by applicable law, regulator action or as otherwise desirable. In these situations, ISS will use its discretion to vote the proxies as an independent fiduciary. For more information, including whether U.S. Bank has engaged ISS to vote the proxies of a certain mutual fund, contact your Portfolio Manager or a member of your relationship team.

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USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. First American Funds, Inc. are distributed by Quasar, an affiliate of the investment advisor. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM or Quasar.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact your Portfolio Manager or a member of your relationship team.

www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Information as of December 2017

ACCESS TO ONLINE REPORTING SYSTEM

The individuals indicated below are granted online access to www.MoretonAdvisors.com. Access via a login ID and password, includes monthly statements, current and historical transactional information, balances, positions, and other information pertaining to the following Moreton Asset Management, LLC account(s):

Account Name(s): City of Moscow

Account Number(s): [redacted]

Printed Name	Title	Email Address	Phone #
Sarah Lynn Banks	Finance Director	sbanks@ci.moscow.id.us	208-883-7016
Renee Arlene Tack	Asst. Fin Director	rtack@ci.moscow.id.us	208-883-7024
Julie Ann Fry	Treasury Mgt Coordinator	juliefry@ci.moscow.id.us	208-883-7020
Gary James Riedner	City Supervisor	griedner@ci.moscow.id.us	208-883-7006

AUTHORIZED SIGNATURE

DATE

Sarah Lynn Banks / Finance Director

NAME / TITLE