

**INVESTMENT MANAGEMENT AGREEMENT**

AGREEMENT made as of this 26<sup>th</sup> day of August, 2017, by and between Board of County Commissioners of the County of Tulsa on behalf of the Tulsa County Employees' Retirement System (hereinafter referred to as the "Client"), and Denver Investment Advisors LLC, doing business as Denver Investments (hereinafter referred to as the "Investment Manager") shall supersede the agreement dated April 3, 1995.

**WITNESSETH:**

WHEREAS the Client desires to grant the Investment Manager the authority to manage Client's investment portfolio (hereinafter referred to as the "Fund") upon the terms and conditions set forth below;

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

**Section 1  
MANAGEMENT SERVICES AND AUTHORITY**

The Client appoints the Investment Manager as the Client's agent with respect to the Fund with full authority to buy, sell, and trade in stocks, bonds and any other securities, and to otherwise direct the investment of the Fund subject to such limitations as the Client may impose by notice in writing for the Client's account and in the Client's name. The Investment Manager, as agent with respect to the Fund, when it deems appropriate, without prior consultations with the Client may (a) buy, sell, exchange, convert and otherwise trade in any stocks, bonds and other securities including money market instruments, and (b) place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as the Investment Manager may select.

**Section 2  
PROCEDURE**

All transactions will be consummated by payment to, or delivery by, the Client or such Custodian(s) of the Fund as the Client shall appoint in writing for such purpose, of all cash and/or securities due to or from the Fund. The Investment Manager shall not act as Custodian of the Fund but may issue such instructions to the Client and/or the Custodian as may be appropriate in connection with the settlement of transactions initiated by the Investment Manager pursuant to Section 1 hereof.

The Investment Manager will be responsible for giving or withholding all security holder consents or authorizations; making all elections in connection with any mergers, acquisitions, reorganizations, consolidations, dissolutions, recapitalizations, refinancings or tender offers; and exercising or abstaining from exercising any subscription, conversion and other rights and options which may affect Client's account.

The Client will instruct the Custodian to provide the Investment Manager with such periodic reports concerning the status of the Fund as the Investment Manager may reasonably request.

The Investment Manager shall have full and complete discretion to establish brokerage accounts and

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execute transactions through one or more securities brokers and dealers as the Investment Manager may select, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio management capabilities of the Investment Manager, and the value of an ongoing relationship of the Investment Manager with such brokers and dealers) without having to demonstrate that such factors are a direct benefit to the Fund.

Consistent with seeking to obtain best execution, transactions for Client's account may be directed to brokers in return for research services furnished to the Investment Manager by them. This research generally will be used to service all of the Investment Manager's clients, but brokerage commissions paid by the Client may be used to pay for research that is not used in managing the Client's account. The Investment Manager may, in its discretion, cause the Client through the Client's account to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where the Investment Manager determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

The Investment Manager shall not be liable to the Client for any act or omission of any broker, dealer or the Custodian.

### **Section 3 APPRAISAL OF ACCOUNT**

The Investment Manager will provide the Client with an appraisal of the Fund from time to time, as the parties shall agree upon. Such appraisal shall be in the form of a written summary of assets of the Fund on the appraisal date. Securities traded on a national securities exchange shall be valued at the last reported closing prices on such exchange. Securities traded over-the-counter will be valued at the last known bid price. Other securities and all other assets will be valued in a manner determined in good faith by the Investment Manager to reflect its fair market value. The Investment Manager provides no assurances that the valuation used in the account appraisal will be the price which a client can execute a trade.

### **Section 4 PERFORMANCE CALCULATION**

The starting date for performance calculation will begin the month-end following 30 days after the funds have become available for investment, or at an otherwise agreed to date. Specifically, April 30, 1995 will be the inception date for performance calculation, and all calculations will conform to this date.

## FEES

The fees the Client will pay for the Investment Manager's services will be a percentage based upon the market values of all managed assets in the Client's account on the last trading day of each calendar quarter, as determined by the account's Custodian. The Investment Manager shall be paid in accordance with the fee schedule attached hereto as Exhibit "A" and made a part hereof by this reference. If the Client account is invested in registered investment companies, the Client is also subject to any fees charged by the mutual fund. Investment Manager does not include assets invested in shares of its proprietary mutual funds in calculating the value of the Client's account for purposes of computing fees.

## Section 6 AMENDMENT AND TERMINATION

TERM, This Agreement shall be in effect from the date of execution through June 30, 2018 and may be renewed for subsequent one-year terms by mutual agreement of the parties. At any time and from time to time, this Agreement may be amended in whole or in part by written instrument executed by the parties hereto. In addition, the Client may terminate this Agreement without penalty within five (5) business days of executing this Agreement; provided, however, that any investment action taken by Investment Manager prior to the effective date of such termination shall be at Client's risk.

Either party to this Agreement may terminate this Agreement upon giving the other party written notice of termination at least thirty (30) days prior to the effective date of such termination. In the event of termination, and within a reasonable time after the effective date of such termination, the Investment Manager shall render to the Client a final accounting of its transactions. The termination of this Agreement shall not affect or preclude the consummation of any transactions that were initiated by the Investment Manager prior to the effective date of such termination.

## Section 7 VOTING OF PORTFOLIO SECURITIES (Please initial as applicable)

Client hereby reserves to itself the authority to vote all proxies. The Investment Manager will not vote proxies on behalf of the Client. Client represents that this reservation of voting rights to itself is duly authorized, and if applicable, is consistent with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and applicable plan documents.

Client authorizes Investment Manager to vote proxies for securities held in Client's account. The Investment Manager will comply with its proxy voting policies and procedures ("Proxy Policy") with respect to the researching, voting and recording of proxy ballots solicited by or with respect to the issuers of securities in which assets of the Client account may be invested from time to time. The Investment Manager has the authority to engage a service provider to assist with functions related to voting Client proxies. Investment Manager is authorized and directed to instruct the Client's Custodian to forward promptly to the Investment Manager, or its proxy service provider, copies of all proxies and shareholder communications relating to securities held in the Client's account (other than materials relating to legal proceedings). Client agrees that the Investment Manager will not be responsible with regard to voting of proxies if the Investment Manager or its proxy service provider has not received such proxies or related shareholder communications on a timely basis.

Client may obtain a copy of Investment Manager's Proxy Policy and information about how the Investment Manager voted with respect to Client securities by contacting the Investment Manager at the address listed below in Section 17 or by calling 303 312-5000.

## **Section 8 FIDUCIARY AND OTHER RESPONSIBILITIES**

The Investment Manager shall carry out its duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. For Clients subject to ERISA, the Investment Manager has been appointed under Section 402(c) (3) of ERISA and the Investment Manager's actions shall at all times be subject to the entirety of such Act. The Investment Manager, by execution of this Agreement, acknowledges that it is a fiduciary with respect to the Fund.

The Investment Manager acknowledges that it is an investment manager:

- (a) who is registered as an investment advisor under the Investment Advisors Act of 1940;
- (b) who is registered as an investment advisor with the U.S. Securities and Exchange Commission; and
- (c) for Clients subject to ERISA, who is an Investment Manager as defined in Section 3 (38) of ERISA

The Investment Manager acknowledges that it will maintain such status during the term of this Agreement and shall notify the Client at the first instance of any events that may affect or that have affected such status.

## **Section 9 LEGAL MATTERS**

The Investment Manager will not advise the Client or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held for the Client's account or the issuers of those securities.

## **Section 10 SERVICE TO OTHER CLIENTS**

It is understood that the Investment Manager performs investment advisory services for various clients. The Client agrees that the Investment Manager may give advice and take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Fund, so long as it is the Investment Manager's policy, to the extent practical, to allocate investment opportunities to the Fund over a period of time on a fair and equitable basis relative to other clients. It is understood that the Investment Manager shall not have any obligation to purchase or sell, or to recommend for purchase or sale, on behalf of the Fund, any security which the Investment Manager, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of the Investment Manager such transaction or investment appears unsuitable, impractical or undesirable for the Fund.

If the Investment Manager decides to purchase or sell the same securities for the Client and for other clients at about the same time, the Investment Manager may combine the Client's order with orders of other clients to allow the Investment Manager to negotiate better prices or lower commission rates and other transaction charges than the Investment Manager could get for the Client's order alone. However, the Investment Manager is under no obligation to combine such orders. The Investment Manager will allocate securities so purchased or sold, as well as the expenses incurred in the transaction, in the manner that the Investment Manager considers to be equitable and consistent with the Investment Manager's fiduciary obligations to the Client and the Investment Manager's other clients, however Client acknowledges that Investment Manager is not required to assure equality of treatment among all clients in connection with every trade.

**Section 11**  
**INVESTMENT OBJECTIVES AND RESTRICTIONS**

It will be the Client's responsibility to advise the Investment Manager in writing of the investment objectives of the Fund and of any changes or modifications therein, as well as any specific investment restrictions applicable thereto and to give the Investment Manager prompt written notice if the Client deems any investment recommended or made for the Fund to be in violation of such objectives or restrictions. Unless the Client notifies the Investment Manager in writing of specific restrictions, the investments recommended for, or made in behalf of, the Fund shall be deemed not to be restricted under the current or future laws of any state or by virtue of the terms of any other contract or instrument purporting to bind the Client or the Investment Manager.

**Section 12**  
**SEVERABILITY**

Each provision of this Agreement is intended to be severable from the other so that if any provision or term hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remaining provisions and terms hereof.

**Section 13**  
**ADDITIONAL REPRESENTATIONS BY CLIENT**

By execution of this Agreement, the Client represents, acknowledges and agrees that:

1. The terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise.
2. If the Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when so executed and delivered will be binding upon the Client in accordance with its terms, and (b) the Client will deliver to the Investment Manager such evidence of such authority as the Investment Manager may reasonably require, whether by way of a certified resolution or otherwise.
3. Employment of Investment Manager, including the right to make decisions with respect to the voting of proxies, if granted, is authorized by, has been accomplished in accordance with, and does not violate the documents governing the account.

4. For Clients subject to ERISA, it is a "named fiduciary" with respect to control or management of the assets of the account.
5. Investment Manager's investment strategy is appropriate for the account's assets.
6. Investment Manager may use Client's name within its marketing materials as a representative client.
7. All investments are subject to different degrees of risk and Investment Manager has made no representations as to the investment results of the services provided hereunder.
8. Client receives account statements directly from Custodian on at least a quarterly basis.
9. [    ] If marked, Client is subject to ERISA.

**Section 14  
RECEIPT OF INFORMATION**

The Client hereby acknowledges and by this reference represents and warrants that the Client has received a current copy of Part II A and B of the Investment Manager's Form ADV as filed with the U.S. Securities and Exchange Commission at least forty-eight (48) hours before entering into this Agreement.

**Section 15  
ASSIGNMENT**

This Agreement may not be assigned by either party except with the prior written consent of the other party.

**Section 16  
CONSTRUCTION**

The laws of the State of Oklahoma shall govern this Agreement, except to the extent superseded by federal law.

**Section 17**  
**NOTICES AND OTHER COMMUNICATIONS**

Client consents to the following with respect to the delivery of all communications and documents and understands that consent may be revoked at any time by providing written notice to the Investment Manager.

Investment Manager is authorized to send notices or other communications required to be given under this agreement or by law (such as Form ADV and privacy information) in person, by U.S. mail, by overnight mail, by facsimile transmission, by electronic mail, by web site or other internet postings, or by other widely-used electronic medium. Client agrees to provide Investment Manager with the specific contact information, including email addresses, and to update those promptly if they change. All notices or deliveries required or desired to be given hereunder shall be delivered or mailed:

To the Investment Manager at:

<b>Mailing Address</b>	<b>Street Address</b>
Denver Investments	Denver Investments
P.O. Box 17487	Republic Plaza
Denver, Colorado 80217	370 17th Street, 50th Floor
	Denver, CO 80202

To the Client at:

**Mailing Address:**  
Tulsa County Clerk  
Attn: Michael Willis  
500 S. Denver Ave., Room 120  
Tulsa, OK 74103

**Section 18**  
**CONFIDENTIALITY**

The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for the Investment Manager to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

IN WITNESS WHEREOF, the Client and the Investment Manager have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CLIENT: Board of County Commissioners of the County of Tulsa on behalf of the Tulsa County Employees' Retirement System

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

INVESTMENT MANAGER: Denver Investment Advisors LLC

By: *Kenneth A. Harris*

Kenneth A. Harris  
Partner, Director of Fixed Income Portfolio Management

*Ned M. Fields*  
**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**



**EXHIBIT "A"**

**Investment Management Fee Schedule**

**for:**

**Tulsa County Employees' Retirement System**

**Name of Investment Style:**

**Intermediate Fixed Income**

**0.225% on the Market Value of Assets**

**Fees will be invoiced. Fees are billed and paid quarterly in arrears and are based on the market value of assets, as determined by the account's Custodian. Market value is defined as the ending fair market value of the account on the last day of each respective calendar quarter, subject to pro-rata adjustment to cash flows into or out of the account.**

**EXHIBIT "B"**

**[Include current Form ADV Part 2 A and B]**