

Agent Manager Delegation Agreement

Whereas, the City/Town/retirement committee of _____ (“Trustee”) wishes to delegate Investment Policy Statement (“IPS”) investment management functions to Name of firm (“Agent Manager”), and

Whereas, the Trustee, in order to reinforce the above delegation of functions, requires the Agent Manager to confirm that each of its affiliates, owners, partners and the Agent Manager itself has:

- NO conflicts of interest,
- NO compensation other than disclosed, and
- NO other form of revenue sharing, marketing costs, or other such benefits.

Therefore, the Agent Manager accepts this delegation as laid out in the IPS. The Agent Manager exercises this delegation under the Prudent Investor laws of Colorado regardless of its disclosures or Trustee’s acknowledgements.

By accepting the Trustee’s delegation, the Agent Manager acknowledges that it is subject to the laws of Colorado.

The Agent Manager accepts and incorporates the following:

Loyalty, CRS§15-1.1-105

The Agent Manager shall choose investment options solely in the interest of the beneficiaries.

Investment Costs, CRS§15-1.1-107

In choosing investment options, the Agent Manager may only incur costs that are appropriate and reasonable in relation to the assets and the purposes of the trust (as documented in the IPS).

Delegation of investment and management functions, CRS§15-1.1-109

In performing a delegated function, the Agent Manager owes a duty to the trust to exercise reasonable care to comply with the terms of the delegation.

The Agent Manager acknowledges the above Trustee delegation without reservation.

Dated this _____ day of _____, 2022.

Agent Manager

Trustee

Name _____

Name _____

Title _____

Title _____