"Investment Policy"); and

AN ORDINANCE 2016-03-10-0210

AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXPOOL *PRIME* LOCAL GOVERNMENT INVESTMENT POOL; DESIGNATING ACCOUNT REPRESENTATIVES FOR THE CITY'S ACCOUNTS; AND AUTHORIZING EXECUTION AND SUBMISSION OF RELEVANT DOCUMENTS.

WHEREAS, in accordance with the requirements of Chapter 2256 of the Texas Government Code, the Public Funds Investment Act (the "Act"), the City Council on September 17, 2015, pursuant to Ordinance No. 2015-09-17-0809, approved an Investment Policy of the City for use in Fiscal Year 2016 (the

WHEREAS, the Act and the Investment Policy authorize the investment of City funds in a constant dollar local government investment pool that meets all requirements specified in the Act and the Investment Policy if such investment is authorized by Ordinance adopted by the City Council; and

WHEREAS, the City is a local government or state agency of the State of Texas and is empowered to delegate to public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, pursuant to Ordinance No. 2012-03-29-0224, passed and approved on March 29, 2012, the City's participation in the TexPool Local Government Investment Pools ("TexPool") was authorized; and

WHEREAS, TexPool also operates and makes available to eligible entities (of which the City is one) participation in the TexPool *Prime* Local Investment Pool; and

WHEREAS, City Staff recommended to the City's Investment Committee on February 16, 2016, that the City's participation in the TexPool *Prime* Local Government Investment Pool be authorized; and

WHEREAS, upon consideration of this recommendation and after deliberations on the matter, the Investment Committee accepted the recommendation and also recommended that the City Council authorize the City's participation in the TexPool *Prime* Local Government Investment Pool; and

WHEREAS, upon consideration of all of the foregoing and of the recommendation of the Investment Committee, and after deliberations on the matter, the City Council desires to accept the Investment Committee recommendation and authorize the City's participation in the TexPool *Prime* Local Government Investment Pool; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City's participation in the TexPool *Prime* Local Government Investment Pool is hereby authorized.

SECTION 2. The Chief Financial Officer or his Designee or the Finance Director or his Designee is hereby authorized to execute a *TexPool Investment Pools Participation Agreement* ("Participation Agreement") that is substantially in accordance with the terms and conditions set forth in **Exhibit 1**,

which is attached hereto and made a part hereof for all purposes, and to submit it to TexPool Local Government Investment Pools.

SECTION 3. Each of the individuals identified by name and title in the attached Exhibit 2, which is made a part hereof for all purposes, is hereby designated as authorized representatives of the City ("Authorized Representatives") and are each authorized to transmit City funds for investment in the TexPool Prime Local Government Investment Pools and is further authorized to withdraw City funds from the TexPool Prime Local Government Investment Pool from time to time, to issue letters of instruction with regard to City funds in the TexPool Prime Local Government Investment Pool, and to take any and all other actions deemed necessary or appropriate for the investment or withdrawal of City funds in or from the TexPool Prime Local Government Investment Pool. Each Authorized Representative is hereby authorized to affix his or her signature in the appropriate place on Exhibit 2 in connection with submission of documents to TexPool Local Government Investment Pools. Each Authorized Representative shall also provide his or her Phone/Fax/Email information to TexPool Local Government Investment Pools as part of the City's execution and submission of the Participation Agreement.

The Chief Financial Officer and the City Clerk are each authorized to execute a copy of **Exhibit 2** on behalf of the City, and to submit it to TexPool Local Investment Pools as part of the City's execution and submission of the Participation Agreement.

In the event it becomes necessary for any reason to replace one or more of the Authorized Representatives, the Chief Financial Officer or the Director of Finance is hereby authorized to appoint the replacement(s) without further action of the City Council.

SECTION 4. Actions authorized by the adoption of this Ordinance will have no direct impact to the City. Fees payable by the City to TexPool *Prime* Local Government & Investment Pool will be deducted from interest earned on funds invested with TexPool *Prime* Local Government & Investment Pool. Therefore, no fiscal language is necessary in this Ordinance.

SECTION 5. This Ordinance is effective upon passage by eight affirmative votes; otherwise, this Ordinance is effective on the tenth (10th) day after passage hereof.

PASSED and APPROVED this 10th day of March, 2016.

Ivy R. Taylor

TŢĘST:

ticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

| Agenda Item: | 26 (in consent vote: 5, 7, 8, 9, 10, 12, 14, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28) | | | | | | |
|--------------------|--|----------------|-----|-----|-------------------------------|-------------|--------|
| Date: | 03/10/2016 | | | | | | |
| Time: | 09:15:21 AM | | 9 | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing the City to enter into an agreement with TexPool to further utilize Local Government Investment Pool Services including TexPool Prime. [Ben Gorzell, Jr., Chief Financial Officer, Troy Elliott, Director of Finance] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ivy R. Taylor | Mayor | х | | | 1 | | |
| Roberto C. Treviño | District 1 | | х | | | | |
| Alan Warrick | District 2 | | х | | 135000136100 to 65201 600 600 | | |
| Rebecca Viagran | District 3 | <i>y</i> | x | | | | |
| Rey Saldaña | District 4 | | х | | | | |
| Shirley Gonzales | District 5 | х | | | | | |
| Ray Lopez | District 6 | | х | | | 11 (410 420 | |
| Cris Medina | District 7 | 0 | х | | | | |
| Ron Nirenberg | District 8 | | х | | 9 | | |
| Joe Krier | District 9 | | х | | | | х |
| Michael Gallagher | District 10 | . 4 | х | | 9 8 | х | |

EXHIBIT 1



TexPool Investment Pools Participation Agreement

PREAMBLE

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

ARTICLE L DEFINITIONS

- "Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.
- "Authorized Investments" shall mean those investments which are authorized by the Investment Act (as berein defined) for investment of public funds.
- "Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.
- "Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.
- "Board" shall mean the advisory board provided for in the Investment Act (as defined below),
- "Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.
- "Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.
- "Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.
- "Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.
- "Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.
- "Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

ARTICLE II. GENERAL ADMINISTRATION

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.
- Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.
- Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

ARTICLE III. PARTICIPATION REQUIREMENTS

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

ARTICLE IV. INVESTMENTS

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

ARTICLE V. FEES, EXPENSES AND REPORTS

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

ARTICLE VI. MISCELLANEOUS

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

| o the | Participant: | | |
|-------|------------------|-----|------|
| | Participant Name | | 15 % |
| | Address | | |
| | City, State, Zip | | |
| | Telephone | Fax | |

To Trust Company with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company Attn: TexPool Investment Pools Rusk State Office Building 208 East 10th Street Austin, TX 78701 Telephone: (512) 463-3716

Telephone: (512) 463-3716 FAX No.: (512) 463-0823 To TexPool Investment Pools with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services C/O Federated Investors Inc. 1001 Texas Ave., Suite 1400 Houston, TX 77002

Telsphone: 1-866-839-7665 (1-866-TEX-POOL) FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is:

_______. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notifies, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

| PARTICIPANT | TEXAS TREASURY SAFEKEEPING TRUST COMPANY |
|--|--|
| | Comptroller of Public Accounts |
| Signature | Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |
| | |
| | |
| | CERTIFICATE OF INCUMBENCY |
| The preceding signatory is a d | uly appointed, acting, and qualified officer of the Participant, who, in the |
| capacity set forth above is authorized t | o execute this Agreement. |
| IN WITNESS WHEREOF, I | have duly executed this certificate as of the day of, |
| | Signature |
| | Printed Name |
| | Title |
| | |
| OFFICIAL SEAL | |

ORIGINALS REQUIRED

Page 7

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| | Primary*** | | | | |
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| institution and the account of Participant Services. I under deduct from the Designated or contains an insufficient b Texas until such smounts de *** If you have multiple wir represent primary instruction to mother set of instructions | lesignated above ("Designated a ratand that the Trust Company or Account or from subsequent de alsoce to allow deduction for an sposited in error are repaid. Like ring instructions attached to the na by checking the appropriate is please call a Participant Service assust be executed by two cur- | Account"). I agree that this carries the right to discorpositis made to the Design nounts deposited in error, revise, I authorize State States ame account you must abox. Trades placed via Electroscoriative. | a suthorization may be withing ACH electronic tra- nated Account all amount. I agree that State Street I rect Bank to credit all am elect the applicable instru DOEsnet or the VRU will | ifidrawn with at least 45-cinsfer without advance not a deposited in error. In the Bank may withdrawn in error to counts withdrawn in error to actions for that transaction, always be sent to the principal or th | Indicate if instructions referenced ary instructions. If you need funds wi |
| As a current Authorized | Representative, I certify that | the above information | is both true and corre | ci. | |
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| Authorized Representative S | Signature *Printed* | Name | Title | | Date |
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TexPool Participant Services • Federated Investors Inc 1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com Phone 1-866-839-7665 • Fax 1-866-839-3291

EXHIBIT 2

EXHIBIT 2 CITY OF SAN ANTONIO AUTHORIZED REPRESENTATIVES FOR TEXPOOL PRIME LOCAL GOVERNMENT INVESTMENT POOLS ACTIONS

| NAME: Ben Gorzell, Jr. | TITLE: Chief Financial Officer |
|--|---|
| Phone/Fax/Email: (210) 207-8652 / (210) | 207-0290 / ben.gorzell@sanantonio.com |
| SIGNATURE: | _ |
| | |
| NAME: Troy Elliott Phone/Fax/Email: (210) 207-8604 / (210) | TITLE: Director of Finance 207-4072 / troy.elliott@sanantonio.gov |
| SIGNATURE: | |
| | TITLE: Assistant Director of Finance |
| Phone/Fax/Email: (210) 207-8632 / (210) | 207-4072 / margaret.villegas@sanantonio.gov |
| SIGNATURE: | |
| NAME: Cappi Arriola Phone/Fax/Email: (210) 207-8637 / (210) | TITLE: Financial Management Administrator 207-7774 / cappi.arriola@sanantonio.gov |
| SIGNATURE: | |
| | TITLE: Financial Manager 207-7774 / alejandro.tijerina@sanantonio.gov |
| SIGNATURE: | _ |
| | TITLE: Investment Officer 207-7774 / carlos.esparzajr@sanantonio.gov |
| SIGNATURE. | |

RKN 03/10/16 Item No. 26 NAME: Yamin Aguilar **TITLE:** Investment Officer Phone/Fax/Email: (210) 207-6687 / (210) 207-7774 / yamin.aguilar@sanantonio.gov SIGNATURE: Name of Participant: **CITY OF SAN ANTONIO** Signed: Signature Ben Gorzell, Jr. Printed Chief Financial Officer
Title Attest: Signature Leticia M. Vacek **Printed**

> City Clerk Title

> > **CITY SEAL**