

**SECOND AMENDMENT
to the Administrative Services Agreement
for Plan Numbers 300269, 109729 for the City of Clearwater**

This Second Amendment to the September 20, 2018, Administrative Services Agreement (“Agreement”) for Plan numbers 300269, 109729 (the “Plans”) is entered by and between City of Clearwater (“Employer”) and The International City Management Association Retirement Corporation doing business as MissionSquare Retirement (“MissionSquare”), effective as of the date of execution by the Employer below (“Execution Date”).

WHEREAS, the Employer sponsors the Plans on behalf of its eligible employees and retirees;

WHEREAS, the Employer entered the Agreement to engage MissionSquare to provide administrative services and investments for the Plan under the terms specified in the Agreement;

WHEREAS, the parties wish to amend the Agreement to (example change the Compensation and Payment section and Term section);

WHEREAS, Section 11(a) of the Agreement provides that the Agreement may be amended pursuant to a written instrument signed by the parties.

NOW, THEREFORE, the Agreement is hereby amended as follows:

FIRST

Section 7 of the Agreement is restated in full by replacing it with the following:

7. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.039%**.

- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.039%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 7(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account (an unallocated plan account, which may also be known as a "plan level expense account") described in section 7(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 7(a) above in excess of the Revenue Requirement specified in subsection 7(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan

funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 7(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party investment options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure documents for the individual investment option and referenced in the MissionSquare Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **7** are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement and the use of the MissionSquare PLUS Fund as the sole stable value fund.

The compensation and payment in this Section **7** will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Second Amendment to the Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade

via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

SECOND

Section 10 of the Agreement is restated in full by replacing it with the following:

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date of **June 1, 2024, to May 31, 2029**, however, that the Employer may terminate this Agreement prior to the end of the term with **90 days** following such written notice of the Employer's intentional to terminate the Agreement. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

THIRD

References to "VT III Vantagepoint Funds" shall mean the "MissionSquare Funds of VantageTrust", and references to the "VT PLUS Fund" shall mean the "MissionSquare PLUS Fund".

FOURTH

References to the "VT Disclosures" shall be replaced with "MissionSquare Disclosures", which shall denote the principal disclosure documents for the MissionSquare Funds of VantageTrust, which documents are the Disclosure Memorandum and the Fact Sheets for the funds.

FIFTH

Material terms of the Agreement are unchanged, unless MissionSquare has notified Employer of a change to the Agreement prior to the execution of this Amendment.

SIXTH

Exhibit A of the Agreement is restated in full by replacing it with the following:

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.

(q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

In all other material respects, the Agreement is hereby ratified and affirmed.

IN WITNESS WHEREOF, Employer has caused this Amendment to be executed by its duly authorized officer as of this day, (please enter date) _____.

CITY OF CLEARWATER

Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk

**THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION doing business as
MISSIONSQUARE RETIREMENT**

By 

Erica McFarquhar
Assistant Secretary