

**CITY OF CLEARWATER EMPLOYEES’
PENSION FUND AND
THE BANK OF NEW YORK MELLON
ADDENDUM TO PARTICIPATION AGREEMENT**

WHEREAS, THE BANK OF NEW YORK MELLON, in its capacity as trustee of any bank-maintained collective fund in which the Fiduciary (as defined below) invests (“Trustee”), and the Board of Trustees of the City of Clearwater Employees’ Pension Fund (“Fiduciary”), have entered into a participation agreement dated _____; and

WHEREAS, the parties wish to add and/or amend certain items as set forth in the participation agreement; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is covenanted and agreed as follows:

1. The Trustee and the Fiduciary agree that the participation agreement and this amendment to the agreement shall be governed by the laws of the State of New York. Jurisdiction and venue for any disputes shall be in the Circuit Court, Pinellas County, or the United States District Court, Middle District of Florida.
2. Trustee agrees to maintain cyber liability insurance in the amount of Five Million (\$5,000,000.00) Dollars and Trustee shall name the Fiduciary as and additional insured. Trustee agrees to timely notify the Fiduciary of any change to the cyber insurance policy.
3. PUBLIC RECORDS. In accordance with the provisions of Chapter 119.0701(2), Florida Statutes, Trustee must comply with public records laws, specifically to:

- i. Keep and maintain public records required by the Fiduciary to perform the service.
- ii. Upon request from the Fiduciary's custodian of public records, provide the Fiduciary with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- iii. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Trustee does not transfer the records to the Fiduciary.
- iv. Upon completion of the Agreement, transfer, at no cost to the Fiduciary, all public records in possession of the Trustee or keep and maintain public records required by the Fiduciary to perform the service. If the Trustee transfers all public records to the Fiduciary upon completion of the Agreement, the Trustee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. If the Trustee keeps and maintain public records upon completion of the Agreement, the Trustee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Fiduciary, upon request from the Fiduciary's custodian of public records, in a format that is compatible with the information technology systems of the Fiduciary.

IF THE TRUSTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRUSTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**ROSEMARY CALL, CITY CLERK
CUSTODIAN OF PUBLIC RECORDS
CITY OF CLEARWATER EMPLOYEES' PENSION PLAN
600 CLEVELAND ST.
6TH FLOOR
CLEARWATER, FLORIDA 33756
PHONE: (727) 562-4090**

4. **FLORIDA LAW.**

A. Section 448.095 Florida Statutes. The Trustee agrees to register and use the E-Verify system to verify the work authorization status of all employees hired on and after the date of this agreement. Additionally, the Trustee agrees to require any subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized person.

B. Public Entity Crimes Bill Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Trustee confirms that it is not a convicted vendor subject to these restrictions.

5. Section 112.662, Florida Statutes. Under Section 112.662, Florida Statutes, the Trustee is required to make investment decisions based only on pecuniary factors, as defined in Section 112.662, Florida Statutes. To the extent applicable, Trustee will not knowingly take any action that will cause the Fiduciary to not comply with Section 112.662, Florida Statutes.

A. Any written communication made by Trustee to a company in which Trustee invests public funds on behalf of the Fiduciary must include the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company's shareholders to the interest of another entity; or advocates for the interest of an entity other than the company's shareholders:

“The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the State of Florida.”

This Agreement may be unilaterally terminated at the option of the Fiduciary if the Trustee does not include the disclaimer as required.

6. Section 787.06(13), Florida Statutes. In consideration of the laws, regulations and public policies of the State of Florida applicable to the Fiduciary as a governmental entity of the State of Florida, the Trustee hereby represents that it does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes, as certified by the attached affidavit.

7. All of the terms of the original participation agreement shall remain in full force and effect.

INWITNESS WHEREOF, the parties hereto have executed this Addendum by their respective authorized representatives on the dates indicated below.

**BOARD OF TRUSTEES OF THE CITY OF BANK OF NEW YORK MELLON, in its
CLEARWATER EMPLOYES' PENSION FUND capacity as trustee**

_____	By: _____
As Chair	Title: _____
_____	Date: _____
As Secretary	

Date:	