

**AMENDMENT  
TO THE  
Administrative Services Agreement  
for Plan Numbers 302315, 301621, 301641, 107221, 106552, 106062**

This Amendment to the October 21, 2020, Administrative Services Agreement (“Agreement”) for Plan number **302315, 301621, 301641, 107221, 106552, 106062** (the “Plans”) is entered by and between **Alachua County, Alachua County Clerk of Court, Alachua County Library District** (“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 Plan 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 change the Compensation and Payment section;

**WHEREAS**, Section 12 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:

**AMENDMENT**

Section 8 of the Agreement is restated in full by replacing it with the following:

8. 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 **0.12%**.

- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.0725%** 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 8(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 8(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(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 8(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 8 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 8 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 **8** 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. The compensation in this Section **8** is also based on the assets of the Plan being invested in **R10** shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

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.

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) \_\_\_\_\_.

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

**ALACHUA COUNTY CLERK OF COURT**

By \_\_\_\_\_  
**Signature / Date**

By \_\_\_\_\_  
**Signature / Date**

By \_\_\_\_\_  
**Ann Prizzia**

By \_\_\_\_\_  
**J.K. Irby, Esq.**

**ALACHUA COUNTY LIBRARY DISTRICT**

By \_\_\_\_\_  
**Signature / Date**

By \_\_\_\_\_  
**Shaney Livingston**

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

By   
Erica McFarquhar  
Authorized Representative