

**SECOND AMENDMENT TO
ADDENDUM TO CLIENT AGREEMENT
MORGAN STANLEY AND CITY OF STAMFORD**

THIS AMENDMENT TO THE ADDENDUM TO THE CLIENT AGREEMENT, is entered into this _____, day of _____, 2024, by and between the **CITY OF STAMFORD** (hereinafter the “Client”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by David R. Martin, its duly authorized Mayor, and **MORGAN STANLEY SMITH BARNEY LLC**, a foreign (DE) limited liability company with a principal place of business located at 2000 Westchester Ave., Purchase, New York, and acting herein by David Swartz its duly authorized Managing Director.

WITNESSETH

WHEREAS, MSSB and the Client entered into a Client Agreement dated August 14, 2014;

WHEREAS, MSSB and the Client executed an Addendum to that Client Agreement on April 17, 2018;

WHEREAS, MSSB and the Client executed an Addendum to that Client Agreement on July 29, 2021;

WHEREAS, the Client solicited Request for Proposals No. 2024.0195 for Investment Advisory Services (hereinafter “RFP No. 2024.0195”);

WHEREAS, MSSB submitted a Proposal to the Client in response to RFP No. 2024.0195; and

WHEREAS, the Client has accepted MSSB’s Proposal for said services.

NOW, THEREFORE, THE CLIENT AND MSSB hereby agree that the July 29, 2021, Addendum to the August 14, 2014, Client Agreement shall be amended as follows:

26. SCOPE OF SERVICES. MSSB shall provide to the Client all those services set forth in:

Exhibit A – RFP No. 2024.0195, issued November 19, 2023;

Exhibit A-1 – The City’s Addendum No 1 to its RFP 2024.0195, dated December 11, 2023, and

Exhibit B – MSSB’s Proposal, dated December 14, 2023;

all attached hereto and hereby made a part hereof as if fully set forth herein;

27. COMPENSATION. The following fee schedule is based on the Client's expected assets under management:

Morgan Stanley – Investment Advisory Fee 0.070%

Quoted fee is an annualized percentage rate. Advisory are charged monthly. Investment Advisory fee includes all Morgan Stanley's advisory services including:

- Portfolio construction, investment selection, and strategy monitoring
- Performance and strategy reporting and analytics
- Clearwater Analytics monitoring
- Liquidity and cashflow analysis
- Strategy review and investment commentary
- Conference calls, Zoom meetings, and in-person reviews (monthly/quarterly)

28. TIME OF COMMENCEMENT; TERM. Notwithstanding any provision of the Client Agreement and the Account Application, MSSB shall commence the work hereunder on April 17, 2024. This Agreement shall continue in full force and effect for three (3) years thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for two (2), additional one-year periods provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed five (5) years.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Witness


By: _____
Caroline Simmons, Mayor

Witness

Date: _____

**MORGAN STANLEY SMITH BARNEY
LLC**

Witness



Witness
JOSEPH F. VARGA MBSB, VP

By: 
Managing Director David SWARTZ

Date: Sept. 5, 2021

Approved as to Form:

Approved as to Insurance:

Elizabeth Turner
Asst. Corporation Counsel

David Villalva [HK (1)] [JD (MF2)]
Risk Manager

Date: _____

Date: _____