

THE WAYNE COUNTY EMPLOYEES' RETIREMENT SYSTEM

REQUEST FOR PROPOSAL

INVESTMENT CONSULTANT FOR 401(a) DEFINED CONTRIBUTION PLAN AND 457(b) DEFERRED COMPENSATION PLAN

ISSUE DATE: March 19, 2018

RESPONSE DEADLINE: April 20, 2018 at 3:00 p.m. EST.

Wayne County Employees' Retirement System
Investment Consultant RFP
28 W. Adams, Suite 1900
Detroit, MI 48226

CONTACT: Robert J. Grden, Executive Director
Email: rgrden@waynecounty.com
Anwar Hussein, Compliance Officer
Email: ahussein@waynecounty.com

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THE WAYNE COUNTY EMPLOYEES' RETIREMENT SYSTEM

REQUEST FOR PROPOSAL (RFP)

FOR QUALIFIED FIRMS TO PROVIDE INVESTMENT CONSULTING SERVICES

I. INVITATION

The Retirement Commission of the Wayne County Employees' Retirement System ("Retirement Commission") is responsible for the administration and management of the Wayne County Employees' Retirement System, including a 401(a) Defined Contribution Plan and 457(b) Deferred Compensation Plan (the "Plans"). The Retirement Commission is inviting the submission of proposals from qualified investment consulting firms ("Consultant" or "Respondent") to provide consulting services to the Retirement Commission for the Plans. The purpose of this RFP is to solicit proposals from qualified respondents who can review the existing 401 and 457 framework, design and implement a work plan to maximize efficiency and provide all of the services outlined in the Scope of Services contained herein. The Investment Consultant will serve as a fiduciary to the Retirement Commission and provide objective, third-party advice and counsel that will enable the Retirement Commission to make well-informed and well-educated decisions regarding administration of the Plans. The initial term of the agreement is anticipated to be five (5) years. We also intend on issuing an RFP for a firm to provide education and overall financial wellness advice to all of our Members, Participants and Beneficiaries. We anticipate the successful Respondent to assist in reviewing the record keepers currently serving the Plans.

II. BACKGROUND

Defined Contribution 401(a) Plan

This Defined Contribution Plan ("DC Plan") is a 401(a) Multiple Employer Plan, covering employees from Wayne County, Wayne County Airport Authority and Wayne County Third Circuit Court. Participation in a Defined Contribution or Defined Benefit Retirement Plan is mandatory and the Wayne County Retirement Plan documents, as amended by applicable collective bargaining agreements, designate which plan a participant must enter. The Retirement Commission oversees the entire administration of the Plans.

The current DC Plan Consultant is the Sterling Institutional Group of UBS and the current record keeper is Prudential. UBS attends quarterly Retirement Commission meetings and present reports on the entire DC Plan and for each plan sponsor (Wayne County and the Wayne County Airport Authority). UBS annually reviews the Retirement Commission's Investment Policy Statement and provides investment monitoring services,

year over year plan demographic changes and updates concerning any initiatives or meetings that happened in the quarter. The participants direct the investment decisions for their own account and have the option to enroll in a self-directed broker plan that is limited to 20% of the participants account balance. There are currently two plans with several sub plans under each plan. As of March 1, 2018:

Defined Contribution Plan (Plan 4)

Total Participants: 1,564

Total Plan Assets: \$343,014,813.08

Hybrid Plan (Plan 5/6)

Total Participants: 1,903

Total Plan Assets: \$89,264,801.14

Deferred Compensation 457(b) Plan

The Wayne County 457 Plan (“457 Plan”), an eligible deferred compensation plan within the meaning of Section 457(b) of the IRC of a state or local government as described in Section 457(e)(1)(A) of the Code. As of March 1, 2018:

Deferred Compensation Plan 457(b)

Total Participants: 4,401

Total Plan Assets: \$217,668,371.65

The 457 Plan currently has three service providers and one frozen service provider offering investment consulting services. As of March 1, 2018, the 457 Plan participants and assets are divided as follows:

MassMutual

Participants: 2532

Plan Assets: \$156,298,682.03

Voya Financial

Participants: 1015

Plan Assets: \$46,414,131.06

AXA Equitable

Participants: 438

Plan Assets: \$13,849,279.16

GC Financial

Participants: 33

Plan Assets: \$1,106,279.40

III. PROPOSAL SPECIFICATIONS

a. Response Deadline

A sealed and complete Response to this RFP must be delivered on or before April 20, 2018 at 3:00 p.m. EST. Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal. Sealed proposals must be in the actual possession of the WCERS on or prior to the exact date and time indicated above. The WCERS timestamp shall be the official time. Any Response delivered after the Response deadline may not be considered. Faxed and e-mailed transmissions are not acceptable. Twelve hardcopies and a pdf file on electronic copy of the Response are to be placed in a sealed package clearly marked and sent to:

The Wayne County Employees' Retirement System
Investment Consultant RFP
Attn: Robert J. Grden
28 W. Adams, Suite 1900
Detroit, MI 48226

The Response must be accompanied by a completed copy of the Representations and Warranties form, signed by an individual who is authorized to bind the firm contractually.

The Response must contain the following parts in this order:

1. Cover page
2. Signed Representations and Warranties form
3. Work Plan (with examples)
4. Fee Proposal and Response to Standard Form Contract
5. References
6. Completed Consultant Questionnaire

The proposal cover page must include: a) the firm name, address, and telephone/fax numbers; b) the name, title or position, and email address of the primary contact for this RFP; and c) an affirmative statement to the effect that the Response is a firm and irrevocable offer of the firm that will remain valid for a period of one hundred eighty (180) days. Failure to follow this format will be considered a fatal defect and grounds for disqualification.

b. Questions Relating to this RFP

There will be no pre-proposal meeting concerning this RFP. All questions must be directed to Executive Director, Robert Grden, or the Compliance Officer, Anwar Hussein, in writing. They can be reached at rgrden@waynecounty.com and ahussein@waynecounty.com, respectively. Email is the exclusive method of communication. Please include RFP question in the subject line of all emails to ensure a response.

c. Right to Approve or Reject Personnel Engaged

A good working relationship with well-qualified individuals is essential to the success of this engagement. Therefore, key personnel assigned to the engagement with the Retirement Commission may be changed if those personnel leave the firm, are promoted, or assigned to another office. This includes the primary consultant, engagement partners, managers, other supervisory staff, and specialists assigned to the project. If this happens, the consultant shall promptly notify the Retirement Commission of any such changes. These personnel changes may happen for other reasons, with the express prior written permission of the Retirement Commission. However, in either case, the Retirement Commission retains the right to approve or reject replacements or terminate the relationship at any time for any reason.

d. Quiet Period

All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this RFP must be made only through the Retirement Contact noted above. No contact regarding this document with other Wayne County Employees' Retirement System employees or Retirement Commission Members is permitted, and shall be grounds for disqualification. An exception to this rule applies to firms who currently do business with the Retirement Commission, but any contact made by such firm(s) with persons must be limited to that business, must not relate to this RFP, and Respondent must disclose the contact (with a detailed summary of the interaction) to the Retirement Commission's legal counsel, VanOverbeke, Michaud & Timmony, P.C. attention Robert Abb, Esq.

IV. SCOPE OF SERVICES

By submitting a response to this RFP, the Investment Consultant represents and acknowledges in writing that it is qualified and willing to provide the Scope of Services listed herein. Please note that the order of the services listed does not relate to importance.

The successful Respondent (Consultant) shall be required to provide the following services for the proposed fee:

1. General Investment Advice

The Consultant will provide objective, third-party advice and counsel that will enable the Retirement Commission to make well-informed and well-educated decisions regarding the selection of investments for the Retirement System's Plans. Specifically, the Consultant will assist with monitoring compliance with the Retirement Commission's IPS, will assist and oversee changes to Plan Design, and will assist the Retirement Commission review other service providers (i.e., record keepers). The Consultant shall report to the Retirement Commission through the Executive Director.

2. Review of Investment Lineup

- a) Assist the Retirement Commission in the development and review of performance standards and guidelines with which the Retirement Commission can measure each investment manager's progress;
- b) Review of investment lineup for appropriateness of performance and fund fees/expense;
- c) Create and maintain a Watch List for investment funds that are not meeting certain objectives as defined in the Retirement Commission's Investment Policy Statement and provide appropriate recommendations to the Retirement Commission concerning the Watch List;
- d) Determine if investment options offered are optimum choices given the considerations for diversification, risk, and return;
- e) Provide a cost analysis of the Plans' expenses to compare actual investment expenses to those offered by competitors; and

- f) Assist in continuously negotiating contractual terms including expenses of Service Providers and offer alternative recommendations.

3. Review of Plan Service Providers and Fees

- a) Identify additional revenue from fund fees and/or reduce expenses to participants;
- b) Provide a report identifying all fees Service Providers receive from mutual fund groups;
- c) Verify all fees paid to Service Providers, including fees paid on investment manager's proprietary and non-proprietary funds;
- d) Verify that there is no difference in quarterly yield between the Service Provider's proprietary and non-proprietary funds due to the receipt of revenue reimbursement currently received from the Service Provider; and
- e) Verify that the current annual Service Provider administration fee does not contain a "surcharge" to make up for the revenue reimbursement amount Service Providers are providing to the Retirement Commission.

4. Review the Plan's Investment Policy Statement (IPS)

- a) Initial review soundness and effectiveness of the IPS in terms of addition, removal and retention of the mutual funds and investment products in the Plan;
- b) Ensure well defined procedures in the IPS are in place for the review, maintenance, and monitoring of investment funds;
- c) Provide recommendations to ensure that all interested parties are fulfilling their respective fiduciary responsibilities; and
- d) Annual review of the IPS at the Retirement Commission's Policy Committee's April meeting.

5. Investment Manager Search

Assist the Retirement Commission in its due diligence, search and Retirement Commission interviews for new investment manager(s) utilizing the appropriate data base as needed for funds that need to be replaced due to non-compliance with IPS.

6. Meeting Attendance

The primary consultant assigned to this account must attend quarterly meetings as requested by the Retirement Commission; an annual meeting schedule is provided by retirement staff at the beginning of each calendar year but is subject to change if conflicts should arise. The primary consultant may be required to attend monthly or committee meetings on an as needed basis.

7. General Consulting Services

Provide general consulting services as requested by the Retirement Commission.

8. Performance Monitoring & Reporting

Monitor the performance of the investment manager(s) against approved benchmarks to provide the Retirement Commission with separate quarterly and annual reports for Wayne County, Wayne County Airport Authority and a combined report. Provide quarterly reports for www.wcers.org with fund performance and fees.

9. Fee Benchmarking

Provide the Retirement Commission with fee benchmarking analysis for government plans of comparable asset size and participants.

10. Conflicts

Consultant agrees to report quarterly to the Retirement Commission on all potential conflicts including participants that have transferred assets, including rollovers, to their firm or a subsidiary of the firm regardless of the assigned Consultant.

11. Recordkeeping Service Assistance

The Consultant agrees to assist with drafting an RFP for Recordkeeping services if needed. They also agree to assist the Retirement Commission in evaluating the proposals. The Consultant shall not select the recordkeeping firm.

12. Plan Design

- a) Assist the Retirement Commission review Plan documents and ensure compliance with state and federal laws and regulations.
- b) Assist with drafting Summary Plan Documents.
- c) Complete the tasks identified in the Work Plan contained herein.
- d) Advise on any potential deficiencies and monitor record keeper for compliance with Plan provisions, their contract with the Retirement Commission, and state and federal laws.

13. Regulatory Guidance

The Consultant agrees to monitor and track any changes in state and federal legislation and regulations (IRS, DOL, etc.) that may impact the WCERS and disseminate said information to the Retirement Commission in a timely fashion.

V. WORK PLAN

Submit a prototype work plan/timeline to accomplish the scope of the engagement. The work plan must include time estimates for each significant segment of the work and the related staff assigned to each segment. Where possible, specific individuals must be named and their titles provided. Specifically describe each process and explain the use of specialists or outside assistance as well as your expected involvement of Retirement Commission staff. The work plan must identify key personnel assigned, major task descriptions, work products and expected results.

At a minimum, the Work Plan must include a detailed plan for how the Consultant will assist with completing the following tasks:

1. Conduct an Initial Plan Review that includes: reviewing the current processes, policies, and procedures followed by the Retirement Commission, the contract Provider(s) currently administering the Plans; review the current plan documents, trust agreement, and vendor agreements; analyze the current Provider arrangement, operationally and from a cost perspective;
2. Present findings to the Retirement Commission;
3. Present New Plan Design [not a simple revision] proposal to the Retirement Commission with recommendations including, but not limited to, how to restructure the Plans to minimize and reduce fees and costs;
4. Assist with the preparation and review of an RFP for record keeping services;
5. Oversee record keeper transition, if necessary; and
6. Assist with the review of an RFP for education services.

Additionally, please provide at least two examples of similar work plans your firm has designed and implemented for similar clients. Please also note which members of your staff worked on the listed projects and whether you anticipate their involvement with WCERS.

VI. FEES AND CONTRACT

- a. Provide the fixed dollar fee for all of the services proposed by your firm. Your fee quote must cover all services to be performed outlined in the Scope of Services, including travel and other out-of-pocket expenses associated with the performance of the project.
- b. The Retirement Commission's standard contract is attached. Either affirmatively state that you will agree to the terms and conditions contained therein or specifically state what objections you have and what provisions you would want included/removed. We anticipate an initial term of five (5) years. Failure to either accept the standard contract or provide detailed objections/suggestions will be considered a fatal defect.

VII. CONSULTANT QUESTIONNAIRE

Please provide responses to the following questions. Responses must repeat the question and be answered in order. Limit each response to no more than one-half page.

A. FIRM

- i. Provide the name of the firm, primary contact person's name, office address, telephone and facsimile numbers and contact email address of the proposing firm. Provide the firm's other office locations; the number of employees in each office and describe the functions of and/or services provided by each office. State which office(s) would provide services to the Retirement Commission if the firm is selected.
- ii. Describe the firm's history including the year it was first established, the year it began providing investment consulting services, and the year it began providing investment consulting services to tax-exempt clients and public retirement plans.
- iii. List the current owners of the firm in descending order of percentage ownership. Attach a chart showing the current ownership structure including any parent, affiliated, and/or subsidiary company, and any business partners. Indicate if consulting personnel in the firm are employed by or perform work for any parent, affiliate, and/or subsidiary company or business partner.
- iv. Further describe your investment consulting line of business and explain how that line interrelates with other business functions carried out by the firm.
- v. Attach the firm's organizational chart and describe the relationship among the components and the consultant personnel. Indicate if any consulting personnel also perform work for any other component of the firm.
- vi. Within the past five (5) years, have there been any changes in ownership, legal or financial restructuring, or personnel reorganizations? Are any contemplated changes in the Firm's structures anticipated, such as mergers, acquisitions, spin-offs, or strategic alliances? If the answer to any of these questions is yes, please explain.
- vii. References: Provide the names of clients, contact person, telephone number and assets under advisement for:
 1. Three current public retirement plan clients with at least \$10 million of assets that have used the firm's investment consulting services for at least five (5) years;
 2. All investment consulting clients that have terminated their relationship

with the firm within the last five (5) calendar years, and provide the reason for termination.

3. Three defined contribution plan clients you have performed provider searches and due diligence reporting for within the past five (5) years.

viii. Please describe your quality assurance procedures.

- ix. Provide the name and assets under advisement of each Michigan public plan client for which the firm has provided full-retainer investment consulting services during the last five (5) years.
- x. Provide a breakdown of the type of clients such as public funds, corporations, foundations, etc., to whom the firm provides services.
- xi. What percentage of your clients utilize managers, investment funds, brokerage services or other service providers from whom your Firm receives fees or commissions?
- xii. Describe the various types of insurance and indemnification provided to protect clients of service(s) proposed, including *(be sure to include carrier, amount of policy coverage, annual limits, and deductible)*:
 - Errors and omissions
 - Professional liability
 - Fiduciary insurance

B. LICENSING, REGISTRATION AND LEGAL REQUIREMENTS

1. Provide a complete copy of the firm's most recent Form ADV Part I, Part 2A and 2B along with all accompanying schedules including annual financial reports filed with the SEC. Any material changes since the filing must be included.
2. Provide evidence of licensing and registration compliance for your firm, the consultant and any individual who might provide advice to the Retirement Commission.

C. PERSONNEL

1. State the number of investment consultants in the firm. What is the number of investment research analysts in your firm?
2. List the name and office location of the primary consultant who will be responsible for the Retirement Commission account, and attach a biography including educational qualifications, years of institutional consulting experience, years of Michigan public plan consulting experience, and total years with the firm.

3. Identify and explain the role of any analysts or other personnel who would be involved with servicing this account, including their location, education and investment experience.

D. SERVICES

1. List all of the firm's services provided to institutional clients. List special services that the firm has provided to meet other needs of clients and/or services unique to the firm.
2. Briefly summarize the firm's philosophy relating to the consultant's relationship with its clients, the clients' staff and investment managers.
3. Describe the firm's research, analysis and due diligence service, include the following information:
 - Approach to and due diligence for evaluating investment managers;
 - Include descriptions of the development and maintenance of your database;
 - Other information maintained on each;
 - Manner by which information is obtained;
 - How often is information updated;
4. Type of database used including number of years of usable data on managers and tracking of clients, and whether the database is proprietary or purchased from an affiliated entity, or an non-affiliated vendor;
5. Provide a list of fees and services investment managers must pay and subscribe to before the manager can be included in the firm's manager database or searches;
6. The number of investment managers have made final presentations to your clients from the total search database;
7. The criteria used to make DC provider/manager recommendations; and
8. How long a typical search take from start to finish.

E. STANDARDS OF CONDUCT

1. Does the firm, its principals, or any affiliate, own any part of a money management firm, broker-dealer, or other organization that sells services to institutional investors and/or SEC registered investment advisors? If so, identify the firm(s) and describe the relationship. Does your Firm include affiliated firms in its search process or recommend any affiliated investment managers to clients?
2. Is the firm owned, in whole or in part, by a money management firm or firms? Has the firm received loans from any money management firms, their

subsidiaries, or principals? Does the firm manage money for the parent or affiliate? Does the firm's parent or affiliate manage money for the firm? Do you have any formal or informal business relationships with investment managers or other service providers to public retirement plans? If so, please explain.

3. Does the firm, its principals or any affiliate have any strategic alliance with any broker or investment management firm? If yes, please disclose with whom and describe the nature of the alliance.
4. Has the firm, its principals or any affiliate ever: (a) been the focus of a non-routine Securities and Exchange Commission (SEC) inquiry or investigation or a similar inquiry or investigation from any similar federal, state or self-regulatory body or organization, (b) been a party to any litigation concerning fiduciary responsibility or other investment related matters, or (c) submitted a claim to your errors & omission, fiduciary liability and/or fidelity bond insurance carrier(s)? If yes to any, please provide details.
5. Are there any potential conflicts of interest your firm would have in providing services to the Retirement Commission? If yes, please explain. If no, please affirmatively state that there are no conflicts of interest.
6. Within the last five years, has the firm, an officer, or a principal or consultant been involved in litigation or other legal proceedings relating to the firm's investment consulting assignments? If so, please provide an explanation and indicate the current status or disposition.
7. Does the firm hold or sponsor client conferences? If yes, please describe such events occurring in the last year, their usual frequency, and whether the costs of such events are borne by your firm, money managers or event attendees.
8. Does the firm or any firm personnel receive finder's fees from any affiliated entity, investment manager, or third party? If yes, please explain. Does the firm pay any finder's fees to any affiliated entity, investment manager, employee or third party?

VIII. TERMS AND CONDITIONS

1. The Retirement Commission makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all of the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of the Retirement Commission and the data contained or referenced herein. The Retirement Commission does not anticipate updating or otherwise revising the RFP. However, this RFP may be withdrawn, modified, or re-circulated at any time at the sole discretion of The

Retirement Commission.

2. The Retirement Commission reserves the right, at its sole discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures, to change and alter any and all criteria, to terminate discussions, to accept or reject any Response, in whole or in part, to negotiate modifications or revisions to a Response, to negotiate with any one or more respondents to the RFP and take any other action or no action it deems prudent.
3. The Retirement Commission is not and will not be under any obligation to accept, review or consider any Response to the RFP, and is not and will not be under any obligation to accept the lowest offer submitted or any offer at all. The Retirement Commission is not and will not be under any obligation to any recipient of, or any respondent to, the RFP except as expressly stated in any binding agreement ultimately entered into with one or more parties, either as part of this RFP process, or otherwise.
4. This RFP is not an offer but a request to receive qualifications and proposals of potential firms. Respondents agree and will affirmatively state that the contents of their Responses are valid for 180 days from the date of submission. The Retirement Commission will not be liable for any cost associated with the Response and will not reimburse any respondents for any costs. Expenses related to the production of a Response to this RFP are the sole responsibility of the Respondent.
5. Any Response submitted will become the property of the Retirement Commission. The Retirement Commission reserves the right to retain all Responses submitted, and to use any information contained in a Response except as otherwise prohibited by law. All Responses and the contents thereof will be deemed to be public record open to public inspection after the conclusion of the RFP process and award and execution of a contract, if any; provided that all proprietary information, "trade secret", if clearly marked as such, will not be disclosed except as required by law.
6. If Consultant is selected for an interview, the primary consultant assigned to the account must attend.

IX. PROPOSAL EVALUATIONS

All written submissions that conform to the requirements outlined in this RFP will be reviewed and evaluated by the Retirement Commission's Audit Committee. The Retirement Commission, in its sole discretion, reserves the right to interview any, all or none of the Consultants submitting qualifications. The Retirement Commission may skip the interview phase and directly enter into a contract with any submitter based solely on written responses received pursuant to this RFP process.

The Consultant will be selected based on:

1. Responses to the specific points outlined in the RFP;
2. Experience in providing similar Deferred Compensation and Defined Contribution consulting services to similar clients;
3. Information gathered from the references;
4. Interview or Presentation (if necessary); and
5. Fee proposal.

Based upon the above criteria, the Audit Committee will make a recommendation to the Retirement Commission.

Any attempt by a Respondent or anyone affiliated with the Respondent or acting on their behalf to initiate contact with any member of the Retirement Commission or Retirement System staff, other than the designated contacts, shall disqualify the Respondent from further consideration. An exception to this rule applies to firms who currently do business with the Retirement Commission, but any contact made by such firm(s) with persons must be limited to that business, must not relate to this RFP, and Respondent must disclose the contact (with a detailed summary of the interaction) to the Retirement Commission's legal counsel, VanOverbeke, Michaud & Timmony, P.C. attention Robert Abb, Esq.

X. REPRESENTATIONS AND WARRANTIES FORM

All respondents are required to submit an executed copy of the Representations and Warranties as an attachment to their proposal. By signing this form, the Consultant affirmatively represents and warrants that it meets all of the minimum qualifications listed below:

1. The Consultant has submitted a complete response to this RFP and answered all of the questions posed herein truthfully.
2. The Consultant is be a firm capable and qualified to serve as investment consultant for the Plans and has experience with clients having plan assets of at least \$250 million.
3. The Consultant is a firm capable assisting the Retirement Commission issue request for proposals and evaluating responses for selection of 457(b) and 401(a) record keepers.
4. The Consultant is qualified and capable of providing the services listed in the Scope of Services for the proposed fee.
5. The Consultant either has no conflicts of interest or has disclosed all conflicts of interest.
6. The Consultant employs a professional team or department that is dedicated to investment manager research and analysis.
7. The primary consultant assigned to this account has a minimum of five (5) years of experience providing domestic and international investment consulting services to public and/or private defined contribution plans.
8. As of January 1, 2018, the firm has been in business at least five (5) years.
9. The Consultant declares and acknowledges that it is registered with the Securities and Exchange Commission ("SEC") as an investment advisor under the Investment Advisers Act of 1940, and that its representatives are qualified to serve as Consultant and are aware of and familiar with the provisions of Public Act 314 of 1965, as amended ("Act 314"), MCL 38.1132 et seq. The Consultant agrees that it is an investment fiduciary providing investment advice for a fee, and declares that it shall carry out its duties and responsibilities with respect to this Agreement consistent with the applicable provisions of Act 314. The Consultant shall discharge its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of its own affairs or of an enterprise of a like character and with like aims.
10. The Consultant warrants that it has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents or examinations required by

federal, state and local government or governmental authorities.

11. The Consultant warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Retirement Commission or any of its board members, officers, employees, commission members, elected officials or agents, or any third party except as disclosed to the Retirement Commission with its response to this RFP or otherwise, including, but not limited to, a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

12. The Consultant carries Fiduciary Liability Insurance and Professional Liability/Malpractice/Errors and Omissions Insurance at its own cost.

Name:

Date

Firm

Title

CHAPTER 2 – DEFINED CONTRIBUTION PLAN INVESTMENT POLICY STATEMENT

SECTION 4:201 - STATEMENT OF PURPOSE

1) This statement establishes policies adopted by the Retirement Commission (as hereinafter defined) for the investment of the assets of the Wayne County Defined Contribution Plans (hereinafter referred to as “the Plan”). It identifies the investment goals and objectives of the Plans, sets the decision-making process for selecting investments, and specifies the measuring tools for ongoing evaluation in accordance with the Plan’s investment objectives (hereinafter referred to as the “Investment Policy”).

2) The purpose of this Investment Policy is to:

- a. Ensure the Plan offers an appropriate menu of investment funds that will meet the industry best practices of investment diversification and risk.
- b. Establish a process for prudently monitoring and evaluating the performance and risk of each investment fund option.

3) The Investment Policy will be used as the basis for future investment performance measurement and evaluations. It will be reviewed not less frequently than bi-annually by the Retirement Commission and updated as the Plan’s goals and objectives change.

SECTION 4:202 - OVERALL PHILOSOPHY

1) The Plan was established to provide savings and retirement benefits for employees participating in the Plan. It is a participant directed defined contribution Plan. The Plan provides a vehicle for employees to save for retirement through payroll deductions, employer contributions, and investment earnings. The Plan is structured to take advantage of tax regulations that allow for the tax-deferred accumulation of earnings and asset growth.

SECTION 4:203 - STATEMENT OF RESPONSIBILITIES

1) The following parties associated with the Plan shall discharge their respective responsibilities in accordance with all applicable fiduciary standards as follows: (1) in the sole interest of the Plans participants and beneficiaries; (2) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

a. Retirement Commission: The members of the Retirement Commission are responsible for overseeing the Plan, including the investment of the Plan assets. The members of the Retirement Commission are Plan fiduciaries and supervise the investment of the assets of the Plan and make decisions concerning investment options available under the Plans. The Retirement Commission has authority to select funds and/or investment managers. Its decisions may be, but are not required to be, based on the recommendations of the Plan’s Investment Advisor(s).

b. Fund and/or Investment Managers: The fund and/or investment managers are delegated the responsibility of investing and managing the Plans assets in accordance with Section 402(c) of ERISA and all applicable law. Each fund and/or investment manager must either be (1) registered under the Investment Company Act of 1940, (2) registered under the Investment Advisors Act of 1940, (3) a bank, as defined in that Act, (4) an insurance company qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of Fund assets, or, (5) such other person or organization authorized by applicable law or regulation to function as an investment manager.

c. Trustee: The Trustee of the Plan is charged with the responsibility of safekeeping the securities, collection and disbursement of the Plan assets, and periodic accounting statements.

d. Recordkeeper: The recordkeeper's responsibilities include, but are not limited to, the following: maintaining participant records, administering participant directions, reporting to the Plan sponsor, reporting to Plan participants, allocating contributions, administering loans, and preparing the required regulatory documents, all in compliance with the provisions of the Plan.

e. Plan Investment Advisor: The Plan Investment Advisor is charged with the responsibility of advising the Retirement Commission on investment policy, the selection of fund and/or investment managers, providing performance analysis and monitoring services, in addition to other responsibilities as may be agreed to between the Plan and the Plan Investment Advisor.

SECTION 4:204 - STATEMENT OF INVESTMENT PHILOSOPHY

1) The overall investment objective of the Plan is to offer participants investment funds that provide diversification and cover the risk/return spectrum, in order that they may invest on a long-term basis for retirement.

2) Investment Managers are responsible for making all investment decisions on a discretionary basis regarding assets placed under their jurisdiction, and will be accountable for achieving their investment objectives. Such discretion shall include decisions to buy, hold, and sell securities in amounts and proportions that are reflective of the investment funds stated investment strategy.

3) Plan participants are responsible for selecting from the investment funds offered by the Plan, whichever option or options they deem appropriate to meet their own retirement savings objectives. As such, each participant is responsible for reviewing the available material related to each fund's characteristics before participating in the Plan. Plan participants are permitted to change their investment selections daily.

SECTION 4:205 - DECISION MAKING PROCESS

1) Plan participants make their own decisions when directing the investment of their current contributions and accumulated account balances among the investment options offered per the Plan provisions. Members and Participants bear the risk of investment results derived from both the default options and the strategies they select.

2) A participant's appropriate asset mix depends on numerous factors including, for example: participants' objectives; participants' time horizon and length of time before retirement; tolerance for volatility risk; accumulation objectives; retirement income replacement objectives, and other assets. It is the participant's responsibility to reallocate assets among investment funds as personal circumstances change.

3) Information will be made available to participants regarding various investment funds offered and the basic principles of investing, to help address the factors mentioned above. However, the dissemination of such information alone does not constitute advice to participants. Plan participants are responsible for establishing financial goals for themselves and minimizing their risks by diversification. Although the Plan provides an array of investment options that permit diversification, as well as a self-directed investment option, participants should seek appropriate independent financial advice as they deem necessary.

4) To assist the participants with their investment task, the Plan has adopted two methods of assistance, the GoalMaker Portfolios through Prudential Retirement and individual education through the Plans' licensed advisors at UBS Financial Services, Inc. GoalMaker is an asset allocation tool that assists the participants with investment choices based on investment time horizon and risk. Additionally, all employees have unlimited individual meeting time available with licensed individuals of

UBS Financial to discuss their personal investment situations.

5) The Plan has been structured to enable the participant to structure his/her own portfolio. This is done through either a set investment menu that is monitored by the Retirement Commission or through a window of self-directed investment choices. The self-directed investment account is limited to an initial funding of 20% of the participant's Plan balance at the time the self-directed brokerage account is established. Ongoing contributions are also limited to 20%.

6) Plan participants investing in the self-directed account assume all risk of the investment. The Retirement Commission does not monitor the investments available or selected by participants in the self-directed accounts.

SECTION 4:206 - PLAN STRUCTURE AND INVESTMENT FUNDS

1) A primary objective of the Plan is to offer participants investment choices to cover a broad range of individual investment objectives consistent with retirement planning. The investment style of each investment fund should be unique from the others, should have a specific investment objective, and should identify and control risk at a level appropriate for the expected return of the fund. The characteristics of each investment fund should be communicated to the participants.

2) Using investment funds participants will be able to gain exposure to various asset classes. The Retirement Commission is responsible for determining which asset classes will be represented in the Plan. Annually, the Retirement Commission will review which asset classes are being offered to participants, and if it is necessary to add or remove asset classes, either actively managed or passively managed.

3) Appendix A provides a list of the asset classes and investment funds that are currently represented in the Plan. Changes made to the Plan Structure and investment funds by the Retirement Commission are to be considered authorization for the revision of the Appendix accordingly by the Plan's Investment Advisor. The Executive Director shall publish the revised Appendix within the subsequent thirty (30) days.

SECTION 4:207 - INVESTMENT FUNDS, GOALS AND OBJECTIVES

A. Core Investment Funds

1) The overall investment goal for each *actively managed* investment fund in the Core Investment menu (Fixed Income, Balanced, U.S. and Non-U.S. Equity, Real Estate) is to equal or exceed the target benchmark, net of fees, and to rank within the top 40% of funds in the peer group for the trailing three-years and top 40% of funds within the peer group for the trailing five- years.

2) The risk criteria for selecting funds will be measured by Standard Deviation. Additional risk measures will be considered, such as upside/downside capture ratios and Sharpe ratios. A fund's risk versus its peer group average will be considered.

3) Both the Core and Non-Core (see Section 4:207 B) investment fund's review and considerations include many additional factors to those listed. The fund analysis includes, but is not limited to fund management interviews, considerable portfolio holdings analysis, performance consistency, Modern Portfolio Theory analytics, and fund expense ratio.

4) Index funds should be within 50 basis points of the index they are designed to replicate. This comparison should be measured against trailing 3-year and 5-year periods. In instances where an index is changed, the comparison should be made on a going-forward basis.

5) Appendix A covers the specific investment objective, benchmark and universe for each investment fund offered through the Plan. As changes or additions occur with the investment menu, Appendix A will be updated to reflect the changes by the Plan's Investment Advisor.

B. Non-Core Investment Funds

1) The overall investment goal for each actively managed investment fund in the Non-Core Investment Menu (such as long/short equity, real return, real asset, managed futures, market neutral, multi alternative, non-traditional bond, world allocation, conservative or moderate allocation, absolute return, etc.) is to equal or exceed the target benchmark, net of fees, and to rank within the top 40% of funds in the peer group for the trailing three-years and top 40% of funds within the peer group for the trailing five-years is to have less than 75% of the standard deviation of the Standard & Poor's 500 Index over both a 3-year and 5-year time frame. Manager tenure with the managed investment fund must be at least three years. There may be circumstances where a fund is added to the menu without a track record of three or five years.

2) Additional criteria to be considered are by example, but not limited to:

- a. If a fund has maintained a positive rate of return over a five-year market cycle
- b. The ratio of an investment's capture of the Standard & Poor's 500 Index's upside movements is more than it's capture of downside movements (>1)
- c. How the fund is correlated with the Core Investment funds in the investment menu
- d. A fund may demonstrate some or all additional criteria

SECTION 4:208 - INVESTMENT PERFORMANCE REVIEW AND EVALUATION

1) The Retirement Commission will evaluate the investment results of the investment funds at least quarterly. Performance comparisons will be made against a representative performance universe and market indices set forth in Appendix A.

2) The Retirement Commission, with the assistance of the Plan's Investment Advisor, shall periodically review the qualitative developments of each investment manager. This evaluation should include, but is not limited to: changes in ownership, personnel turnover, adherence to investment style and philosophy, and any other qualities or attributes that the Retirement Commission or the Plan's Investment Advisor deems appropriate.

3) In addition to the previously mentioned evaluation procedures, the Retirement Commission shall maintain a "Watch List" for investment funds that are not meeting certain objectives. Criteria for the Watch List, by example, but not limited to, are:

4) When a fund has violated any of the following measures:

- a. Stated peer group investment standard (rank within the top 40% of funds in the peer group for three-years and top 40% of funds within the peer group for five years)
- b. If a fund is in the bottom 10% of funds within the peer group for one year (at the Plan Advisor's recommendation)
- c. A significant event occurs such as a change in the portfolio manager change in fund family or style drift, after the fund is placed on a Watch List.

5) The Watch List is guided by the following parameters:

(a) Under the guidelines of the Watch List it is intended that a fund may be removed from the Watch List when its peer group percentile ranking improves to the top 40% versus an appropriate style universe in two of the following three time frames: one-, three- or five-years.

A fund can be removed from the Watch List without attaining these levels if other conditions, as listed below, outweigh these factors.

(b) The standard length of time a fund may remain on the Watch List is one year. During that period the fund will be reviewed to determine if it should be removed or remain in the investment menu. If deemed appropriate, after review of additional criteria named below, a fund may remain on the Watch List for a longer period. A fund may be removed from the Watch List and investment menu in less than a period of one year if the Investment Advisor or Retirement Commission deems it appropriate and documents its' rationale.

(c) Other examples of fund review criteria beyond those contained in the Investment Policy Statement that may determine a fund's status on the Watch List include, but are not limited to: relative performance on an absolute basis, performance related to its index, qualitative issues, alternative fund availability, style drift or non-investment related circumstances.

d) If a fund does not perform as expected and/or fails to meet its stated objective, the fund is subject to replacement. The Retirement Commission has the authority to make decisions concerning replacement or additional funds. Should a fund need replacement, the Retirement Commission shall identify an appropriate replacement fund based on the investment advisor(s) search and move participant assets to the replacement fund, allowing for adequate time and written notification to participants.

SECTION 4:209 - POLICY CHANGES

1) The Plan's Investment Advisor shall advise the Retirement Commission of any restrictions within this Investment Policy Statement which may prevent an investment manager from obtaining its objectives and goals as set forth herein. Any violation of the investment guidelines or other sections of this Investment Policy Statement discovered by the Plan's Investment Advisor in the preparation of its regular performance review shall be reported immediately to the Retirement Commission and discussed at their next regularly scheduled meeting.

W.C.E.R.S. Policy – Wayne County Defined Contribution Investment Policy Statement	
Category: Board Governance	
Date Adopted: May 2003	Date Amended: 6/26/2017
Legal Review By: VanOverbeke, Michaud & Timmony, P.C.	Date Reviewed: 4/20/2017

APPENDIX A

Following is a broad list of the asset classes that are currently represented in the Plan or may be represented in the future. In the case of those asset classes that are represented, the corresponding investment fund is listed. The asset classes are listed from least aggressive to most aggressive.

Asset Classes

Stable Value
Fixed Income
Fixed Income
Fixed Income
Balanced/Asset Allocation
Balance/Asset Allocation
Large Cap Value
Large Cap Core
Large Cap Core
Large Cap Growth
Mid Cap Value
Mid Cap Core
Mid Cap Growth
Small Cap Value
Small Cap Core
Small Cap Growth
Global Equity
Foreign Large Value
Foreign Large Blend
Foreign Large Growth
Real Asset
Real Estate

Investment Funds

Prudential Guaranteed Income Fund
Metropolitan West Total Ret Bond M
Dimensional Five Year Global
Loomis Sayles Strategic Income Fund Y
American Funds Balanced R4
Vanguard Balanced Index
Northpointe Large Cap Value Instl
JP Morgan US Equity Sel
Dryden S&P 500 Index Fund
American Funds Growth Fund R4
MFS Mid Cap Value R4
Vanguard Mid Cap Index Fund Instl
Mid Cap Growth/Artisan Partners
Columbia Small Cap Value II R4
Vanguard Small Cap Index Instl
Loomis Sayles Small Growth Instl
MFS Global Equity R4
T Rowe Price Intl Growth & Income Adv
Thornburg International Value R6
Oppenheimer Intl Growth Y
Principal Diversified Real Asset Instl
Virtus Real Estate Securities I

The following is a description of each investment fund offered to participants and the objectives for each fund:

Prudential Guaranteed Income Fund

This fund offers safety of principal and an attractive rate of return. This fund offers predictability of investment return, protection of principal from the "ups" and "downs" of the capital markets and improved earnings power versus short-term or money market investments.

Objective: The fund seeks to provide competitive yields relative to comparable guaranteed fixed income investment funds.

Investment Strategy: A "buy and hold" philosophy, coupled with a policy of dollar-cost averaging, provides reduced interest rate volatility and, over the long term, produces a return which tracks the yield of 5-year Treasury notes.

Guidelines: Principal and interest are fully guaranteed by Prudential Retirement Insurance and Annuity Company (PRIAC). The guaranteed interest rate is announced semi-annually and is guaranteed against change for six-month periods (January-June, July-December). The guaranteed rate represents a blending of interest rate conditions over time, rather than a single current (spot) rates a result, the guaranteed interest rate fluctuates less dramatically than the spot rate for 5-year Treasury notes, producing a desirable balance between rate responsiveness and stability. The Fund invests in a diversified portfolio of high quality, fixed income instruments (primarily intermediate-term bonds and commercial mortgages) within Prudential Retirement Insurance and Annuity Company's General Account.

Benchmark: Citi Treasury Bill 3-Month
Peer Group: Cash Universe

Metropolitan West Total Ret Bond M

Objective: The investment seeks to maximize long-term total return.

Investment Strategy: The fund invests in the U.S. and abroad, including emerging markets, and may purchase securities of varying maturities issued by domestic and foreign corporations and governments.

Guidelines: The fund normally invests at least 80% of its net assets in investment grade fixed income securities or unrated securities that are determined by the Adviser to be of similar quality. Up to 20% of its net assets may be invested in securities rated below investment grade. Under normal conditions, the portfolio duration is two to eight years and the dollar-weighted average maturity ranges from two to fifteen years.

Benchmark: Barclays Aggregate Bond TR USD Index
Peer Group: Morningstar Intermediate Term Bond Universe (mutual fund)

Dimensional Five Year Global

Objective: The fund seeks a market rate of return for a global fixed income portfolio with low relative volatility of returns.

Investment Strategy: The fund invests primarily in obligations of United States and foreign governments.

Guidelines: The fund normally invests at least 65% of assets in issues organized, having a majority of their assets in, or deriving a majority of their income from at least three different countries. Obligations will mature in ten years. The fund is non-diversified.

Benchmark: Citi WGBI 1-5 Yrs Holding USD
Peer Group: Morningstar Short-Term Bond Universe (mutual fund)
Peer Group: Morningstar World Bond Universe (mutual fund)

Loomis Sayles Strategic Income Y

Objective: The fund seeks high current income; growth of capital is a secondary consideration.

Investment Strategy: The fund normally invests all assets in income producing securities with a focus on U.S. corporate bonds, convertible securities and foreign debt instruments.

Guidelines: The fund may invest up to 35% of its assets in preferred stocks and dividend-paying common stocks. The fund may also invest in zero coupon securities, REITs, Rule 144A securities, repurchase agreements and convertible securities.

Benchmark: Barclays Capital Aggregate Bond TR USD Index
Peer Group: Morningstar Multisector Bond Universe (mutual fund)

American Funds Balanced Fund R4

Objective: The fund seeks conservation of capital, current income and long-term growth of capital and income by investing in stocks, bonds and other fixed income securities.

Investment Strategy: The fund invests about 60% of fund assets in equities and the remainder in high-quality bonds and cash.

Guidelines: The fund broadly diversifies across sectors and individual names, with a bias toward value-prices securities. The managers typically buy mid- to large-cap stocks.

Benchmark: 60% S&P 500 / 40% BCIGC

Peer Group: Morningstar Moderate Allocation Universe (mutual fund)

Vanguard Balanced Index

Objective: The fund seeks to track the performance of a broad, market-weighted bond index and a benchmark index that measures the investment return of the overall U.S. stock market.

Investment Strategy: The fund employs a passive management of investment approach designed to track the performance of two benchmark performances.

Guidelines: The fund invests approximately 60% of assets, it seeks to track the investment performance of the MSCI US Broad Market Index, which represents 99.5% or more of the total market capitalization of all US common stocks. The fund also seeks to track the investment performance of the Barclay Capital U.S. Aggregate Float Adjustment Index with 40% of assets.

Benchmark: 60% S&P 500/ 40% BCIGC

Peer Group: Morningstar Moderate Allocation Universe (mutual fund)

Northpointe Large Cap Value Instl

Objective: The investment seeks long-term capital appreciation.

Investment Strategy: The advisor considers large-cap companies to be those companies whose market capitalization is within the range of the companies included in the Russell 1000(R) Value Index (the "index") as of the time of investment.

Guidelines: Under normal circumstances, the fund invests at least 80% of its net assets, plus the amount of any borrowings for investment purposes, in equity securities of large-cap companies.

Benchmark: Russell 1000 Value

Peer Group: Morningstar Large Cap Value Universe (mutual fund)

JP Morgan US Equity Sel

Objective: The investment seeks to provide high total return from a portfolio of selected equity securities.

Investment Strategy: Under normal circumstances, the fund invests at least 80% of its assets in equity securities of U.S. companies. "Assets" means net assets, plus the amount of borrowings for investment purposes. In implementing its strategy, the fund primarily invests in common stocks of large- and medium-capitalization U.S. companies, but it may also invest up to 20% of its assets in common stocks of foreign companies, including depositary receipts.

Guidelines: The fund invests primarily in stocks of large- and mid-cap U.S. companies. Emphasis is placed on undervalued stocks. The fund also ranks stocks within each industrial sector according to relative value and maintains sector weightings similar to those of the S&P 500 Index.

Benchmark: Russell 1000

Peer Group: Morningstar Large Cap Blend Universe (mutual fund)

Dryden S&P 500 Index Fund

This Separate Account (the "Fund") is managed by Quantitative Management Associates.. The fund is constructed to reflect the composition of the Standard and Poor's 500 Index.

Objective: The fund seeks to provide long-term growth of capital and income.

Investment Strategy: The fund is structured to match the overall stock market performance, as measured by the S&P 500 Index. It does not attempt to outperform the market.

Guidelines: The fund holds virtually all of the stocks in the S&P 500 Index, with the exception of the securities of CIGNA Corporation or its affiliates or subsidiaries. The size of each position in the Fund approximates the relative weight of the company in the S&P 500 Index. Stocks are purchased and sold only as necessary to maintain proper Fund weightings and exposure.

Benchmark: S&P 500

Peer Group: Large Cap Blend Index Universe (mutual fund)

American Funds Growth Fund R4

Objective: The fund seeks long-term growth of capital through a diversified portfolio of common stocks.

Investment Strategy: The fund seeks sectors and companies that will outperform the overall market. Looks for themes or patterns associated with growth companies.

Guidelines: A six-member team of portfolio managers invests independently of one another but with a common flexible-growth strategy. The team will invest in a mix of traditional growth stocks, turnaround situations, and cyclical names. The resulting portfolio is well diversified across industries and individual issues. Management also tends to park a good chunk of assets in cash at times. The team is very sensitive to how much it pays for a stock.

Benchmark: Russell 1000 Growth

Peer Group: Large Cap Growth Universe (mutual fund)

MFS Mid Cap Value Fund R4

Objective: The investment seeks capital appreciation.

Investment Strategy: The fund normally invests at least 80% of the fund's net assets in issuers with medium market capitalizations. The adviser generally defines medium market capitalization issuers as issuers with market capitalizations similar to those of issuers included in the Russell Midcap Value Index.

Guidelines: It normally invests the fund's assets primarily in equity securities

Benchmark: Russell Mid Cap Value TR USD

Peer Group: Morningstar Mid Cap Value Universe (mutual fund)

Vanguard Mid-Cap Index Instl

Objective: The fund seeks to match the performance of a benchmark index that measures the investment return of mid-capitalization stocks.

Investment strategy: The fund employs a “passive management” - or indexing- investment approach designed to track the performance of the MSCI US Mid Cp 450 Index, a broadly diversified index of stocks of medium-size U.S. companies. The fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting within the index.

Guidelines: The fund reserves the right to invest, to a limited extent, in stock futures and options contracts, warrants, convertible securities, and swap agreements, which are types of derivatives. It may use these investments for two reasons: to keep cash on hand to meet shareholder redemptions or other needs while simulating full investment in stocks or to reduce costs by buying futures instead of actual stocks when futures are cheaper. Losses (or gains) involving futures and options contracts can be substantial—in part because a relatively small price movement in a contract may result in an immediate and substantial loss (or gain) for the fund. Similar risks exist for warrants, convertible securities, and swap agreements. For this reason, the fund will not use such investments for speculative purposes.

Benchmark: CRSP U.S. Mid Cap Index TR

Peer Group: Morningstar Mid Cap Blend Index Universe (mutual fund)

Mid Cap Growth/Artisan Partners

This Separate Account (the “Fund”), is managed by Artisan Partners Limited Partnership and invests primarily in the common stocks of medium-sized companies. The Fund focuses on medium-sized companies, which can offer attractive investment characteristics. Such companies are typically small enough to have higher growth potential than the general U.S. economy, mature enough to have seasoned management and established multiple product lines, and large enough to have liquid trading markets.

Objective: Seeks to achieve maximum long-term capital growth in excess of the Russell Midcap Growth and Russell Midcap Indexes, while managing portfolio risk.

Guidelines: Under normal market conditions, the Fund’s cash position does not exceed 5% of the total market value of the portfolio. May engage in active and frequent trading to achieve principal investment strategies. No single security may exceed 5% of the total market value of the Fund at time of purchase; at no time may any single security exceed 10% of the total value of the Fund. American Depositary Receipts (ADRs) may not exceed 15% of the total market value of the Fund. The Fund may not hold: securities traded on non-U.S. exchanges; and private placement securities. The Fund will no longer limit the size of purchases to \$6 billion. This will allow the Fund to maintain its mid-cap focus while providing the flexibility to purchase holdings at the high end of the mid-cap range.

Benchmark: Russell Mid Cap Growth

Universe: Morningstar Mid Cap Growth Universe (mutual fund)

Columbia Small Cap Value II R4

Objective: The fund seeks long-term growth of capital. Seeks to match the performance of a benchmark index that measures the investment return of small-capitalization stocks.

Investment Strategy: The fund invests in U.S. Companies in the range as the Russell 2000 value index and that are believed to be undervalued and have potential for long-term growth of capital.

Guidelines: The fund normally invests at least 80% of total assets in equity securities of U.S. Companies. It may invest up to 20% of total assets in foreign securities.

Benchmark: Russell 2000 Value

Universe: Morningstar Small Cap Value Universe (mutual fund)

Vanguard Small Cap Index Instl

Objective: The fund seeks to match the performance of a benchmark index that measures the investment return of small-capitalization stocks.

Investment strategy: The fund employs a “passive management”- or indexing- investment approach designed to track the performance of the MSCI US Small Cap 1750 Index, a broadly diversified index of stocks of smaller U.S. companies. The fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting within the index.

Guidelines: The fund reserves the right to invest, to a limited extent, in stock futures and options contracts, warrants, convertible securities, and swap agreements, which are types of derivatives. It may use these investments for two reasons: to keep cash on hand to meet shareholder redemptions or other needs while simulating full investment in stocks, and to reduce costs by buying futures instead of actual stocks when futures are cheaper. Losses (or gains) involving futures and options contracts can be substantial—in part because a relatively small price movement in a contract may result in an immediate and substantial loss (or gain) for the fund. Similar risks exist for warrants, convertible securities, and swap agreements. For this reason, the fund will not use such investments for speculative purposes.

Benchmark: CRSP U.S. Small Cap Index TR

Universe: Morningstar Small Cap Blend Index Universe (mutual fund)

Loomis Sayles Small Growth Instl

Objective: Seeks to achieve long-term capital appreciation.

Investment Strategy: The Fund invests at least 80% of its net assets in equity securities of companies with market capitalizations of generally less than \$1.5 billion or the highest market cap in the Russell 2000 Growth Index, whichever is greater, at the time of purchase.

Guidelines: The fund invests at least 80% of its net assets in small-cap companies and 20% of assets in companies of any size. Invests any portion of assets in securities of Canadian issuers and up to 20% of assets in other foreign securities, including emerging market securities. It engages in foreign currency hedging transactions, options and futures transactions and securities lending.

Benchmark: Russell 2000 Growth

Universe: Morningstar Small Cap Growth Universe (mutual fund)

MFS Global Equity R4

Objective: The investment seeks capital appreciation.

Investment Strategy: It may invest its assets in the stocks of companies it believes to have above average earnings growth potential compared to other companies (growth companies), in the stocks of companies it believes are undervalued compared to their perceived worth (value companies), or in a combination of growth and value companies.

Guidelines: The fund normally invests at least 80% of its net assets in equity securities. Equity securities include common stocks, preferred stocks, securities convertible into stocks, and depositary receipts for such securities.

Benchmark: MSCI World Index

Universe: Morningstar World Stock Universe (mutual fund)

T. Rowe Price Intl Growth & Income Adv

Objective: The investment seeks long-term capital growth and current income primarily through investments in non-U.S. stocks.

Investment Strategy: The managers expect to invest substantially all of its assets outside the U.S. and to diversify broadly, primarily among the world's developed countries.

Guidelines: The fund will normally invest at least 65% of its total assets in non-U.S. stocks, with an emphasis on large-capitalization stocks that have a strong track record of paying dividends or that are believed to be undervalued. Investments in emerging markets will be modest and limited to more mature developing countries.

Benchmark: MSCI ACWI ex-USA

Universe: Morningstar Foreign Large Cap Value Stock Universe (mutual fund)

Thornburg International Value R6

Objective: The investment seeks long-term capital appreciation.

Investment Strategy: The fund normally invests at least 75% of assets in foreign securities or depositary receipts of foreign securities. It may invest in developing countries.

Guidelines: The fund typically makes equity investments in the following three types of companies: basic value companies with well established businesses whose stock is undervalued; consistent earner companies when they are selling at valuations below historic norms; and emerging franchises that are in the process of establishing a leading position in a product, service or market expecting growth at an above average rate.

Benchmark: MSCI EAFE NR USD

Universe: Morningstar Foreign Large Cap Blend Stock Universe (mutual fund)

Universe: Morningstar Foreign Large Cap Growth Stock Universe (mutual fund)

Oppenheimer International Growth Y

Objective: The fund seeks long-term growth of capital.

Investment Strategy: The fund mainly invests in the common stock of growth companies that are domiciled or have their primary operations outside of the United States. It may invest 100% of its assets in securities of foreign companies. The fund may invest in emerging markets as well as in developed markets throughout the world. It normally will invest at least 65% of its total assets in common and preferred stocks of issuers in at least three different countries outside of the United States, and emphasize investments in common stocks of issuers that the portfolio managers consider to be growth companies.

Guidelines: The fund may invest at least 65% of its total assets in common and preferred stocks of issuers in at least three different countries outside of the United States.

Benchmark: MSCI ACWI ex-USA NR USD

Universe: Morningstar Foreign Large Cap Growth Stock Universe (mutual fund)

Principal Div Real Assets Instl

Objective: The investment seeks a long-term total return in excess of inflation.

Investment Strategy: The fund allocates its assets among the following general investment categories: inflation-indexed bonds, securities of real estate companies, commodity index-linked notes, fixed-income securities, securities of natural resource companies, master limited partnerships (MLPs), publicly-listed infrastructure companies, and floating rate debt.

Guidelines: It concentrates its investments (invests more than 25% of its net assets) in securities in the real estate and energy/natural resources industries.

Virtus Real Estate Securities I

Objective: The fund seeks capital appreciation and income with approximately equal emphasis.

Investment strategy: The fund invests primarily in shares of real estate investment trusts (REITs), which own properties such as apartments, office buildings, and shopping malls. These "equity" REITs generate income from rentals or lease payments and offer the potential for growth from property appreciation and the potential for capital gains from the sale of properties. The fund owns all of the stocks in the Morgan Stanley REIT Index, a benchmark of U.S. property trusts that covers about two-thirds of the value of the entire U.S. REIT market.

The fund normally invests at least 80% in REIT stocks; the remaining assets will be in cash investments to maintain liquidity for shareholder redemptions.

Guidelines: Normally invests 80% in Real Estate Investment Trusts. It may also invest in mortgage REITs. Mortgage REITs make short-term construction or real estate development loans or invest on long-term mortgages or mortgage pools.

Benchmark: FTSE NAREIT Equity REITs TR USD

Universe: Morningstar Specialty Real Estate Universe (mutual fund)

SUBSTANTIAL FORM OF PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and is effective the first day of _____, by and between the Wayne County Employees' Retirement Commission (hereinafter sometimes referred to as the "Retirement Commission"), whose principal place of business is 28 W. Adams, Suite 1900, Detroit, Michigan 48226, and Consultant, whose principal place of business is _____.

WITNESSETH

WHEREAS, the Wayne County Employees' Retirement Commission is empowered and authorized to appoint an investment consultant to monitor the investment of the assets of the Wayne County Employees' Retirement System 401(a) Defined Contribution Plan and 457(b) Deferred Compensation Plan (the "Plan" or "Plans").

WHEREAS, Consultant is empowered and authorized to accept such appointment and render the contemplated services,

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

1. Appointment and Status as Investment Consultant. In accordance with the provisions of the Plans, the Retirement Commission hereby appoints Consultant as Investment Consultant for the Plans. The Consultant does hereby accept said appointment by its execution of this Agreement.

2. Representations by Plans. The Retirement Commission represents and warrants that: (a) the Retirement Commission's appointment of Consultant is authorized consistent with the Plans; (b) the terms of this Agreement do not conflict with any obligations by which the Plans are bound, whether arising by contract, operation of law or otherwise; and, (c) this Agreement has been duly authorized by appropriate action and resolution of the Retirement Commission.

3. Consulting Services. The Consultant shall provide those services as presented and contained within its Responses to the Request for Proposal, which shall be incorporated herein by reference as though fully set forth and made a part of this Agreement, and shall include the services as set forth in Exhibit A.

4. Accounting and Reports. Consultant shall furnish the Retirement Commission in a timely manner after the end of the first full calendar quarter, and as of each subsequent calendar quarter, an investment performance analysis of the Plans. Consultant shall provide the Retirement Commission with a quarterly report to assist the Retirement Commission in determining whether the Plans' investment managers are adhering to the Retirement Commission's investment policies and also whether the Plans' investment managers are achieving investment goals of the Plans.

Further, the Consultant shall, on invitation, attend meetings in addition to quarterly meetings with representatives of the Retirement Commission to discuss the status of the Plans, including, but not

limited to, an overview of the current investment environment, results of the present investment strategy, and a comparison of the Plans' performance and investment managers; alternatively, Consultant shall submit its views about the foregoing in writing as the Retirement Commission shall request from time to time. The rights to any report, evaluation and/or other material which the Consultant develops for the Retirement Commission shall be sole and exclusive property of the Plans.

5. Representations by Consultant. The Consultant declares and acknowledges that it is registered with the Securities and Exchange Commission ("SEC") as an investment advisor under the Investment Advisers Act of 1940, and that its representatives are qualified to serve as Consultant and are aware of and familiar with the provisions of Public Act 314 of 1965, as amended ("Act 314"), MCL 38.1132 et seq. The Consultant agrees that it is a fiduciary to the Retirement Commission and the Plans, and declares that it shall carry out its duties and responsibilities with respect to this Agreement consistent with the applicable provisions of Act 314. The Consultant shall discharge its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of its own affairs or of an enterprise of a like character and with like aims.

6. Duties of the Retirement Commission. The Retirement Commission agrees to provide, or cause its accountants, actuaries, trustees, investment advisors or managers to provide Consultant with any and all necessary and appropriate information regarding liquidity needs, investment performance goals, and other pertinent matters as the Consultant may reasonably request from time to time, including, without limitation, a written summary of any investment limitations or restrictions. The Retirement Commission agrees to inform Consultant if there are any changes in circumstances affecting the needs or goals of the Plans including, but not limited to, material changes in the Plans' contributions, withdrawals, administration or investment strategy.

7. Compensation. In consideration of the services to be rendered by Consultant, the Retirement Commission shall pay Consultant a fee as calculated and to be paid in accordance with Exhibit B attached hereto and incorporated into this Agreement by reference as though fully set forth.

8. Liabilities of the Retirement Commission and the Consultant. The Retirement Commission shall not be liable for any act or omission of the Consultant or its officers, directors or agents in connection with the Consultant's discharge of its duties. The Consultant acting in good faith shall not be liable for any and all losses, damages, costs, expenses, liabilities, claims and demands, for any action, omission, information or recommendation in connection with this Agreement, except in the case of the Consultant's misconduct, willful violation of any applicable statute, breach of fiduciary duty, negligence, or reckless disregard for its duties, wherein Consultant agrees to indemnify the Retirement Commission and its employees and hold them harmless against any action, claim, demand, and judgment, including attorneys' fees and costs. This limitation shall not act to relieve the Consultant from any responsibility or liability for any responsibility, obligation or duty which the Consultant may have under applicable state and/or federal laws and regulations.

9. Directions to the Consultant. Directions by or on behalf of the Retirement Commission shall be made via resolutions passed at public meetings. A copy of each resolution shall be provided to the Consultant who shall, in good faith, be entitled to rely on all such written directions of the

Retirement Commission in connection with the Consultant's duties and obligations hereunder. The Executive Director and staff shall work with the Consultant to effectuate the goals and objectives of the Retirement Commission.

10. Termination. The Retirement Commission may terminate this Agreement at any time and for any or no reason whatsoever upon written notice to the Consultant; termination will be effective upon issuance of said written notice of termination to the Consultant. The Consultant may terminate the Agreement by providing the Retirement Commission with ninety (90) days' advance written notice of termination. Termination shall be effective no earlier than the ninetieth (90th) day after the Retirement Commission receives said notice, unless the Retirement Commission determines to terminate the Agreement earlier.

Upon termination of the Agreement, or as close to such date as is reasonably possible, the Consultant shall provide the Retirement Commission with a final report containing the same information as provided in a quarterly and annual investment report described in Section 4 of this Agreement. Such termination will not, however, affect the liabilities or obligations of the parties incurred, or arising from the transactions initiated, under this Agreement prior to such termination which shall be deemed to survive any expiration or termination of this Agreement.

11. Assignment or Changes in Organization of Consultant. Unless the Retirement Commission expressly consents in writing, any assignment (as defined in the Investment Advisers Act of 1940) by the Consultant of this Agreement shall automatically terminate this Agreement. If the Consultant is converted into, merges or consolidates with, or sells or transfers substantially all of its assets or business to another entity, the former entity, resulting entity, or the entity to which such sale or transfer has been made shall notify the Retirement Commission in writing of such sale or transfer and may become the Consultant hereunder only if the Retirement Commission specifically so consents in writing. The Consultant shall furnish the Retirement Commission and the Plans's Custodian of Assets written notice of those employees authorized to act in connection with the performance of its duties hereunder (the "Authorized Personnel") and shall promptly advise the Retirement Commission and the Custodian of Assets of any changes in Authorized Personnel. Whenever possible, the Consultant will provide advance written notice of changes in Authorized Personnel.

12. Confidential Information. Consultant acknowledges that the Retirement Commission, as a "public body" subject to the Michigan Freedom of Information Act (MCL 15.231 *et seq.*) (the "FOIA"), may be obligated by applicable law to disclose certain public records upon proper request unless a specific exemption exists. Subject to the foregoing conditions, the Consultant consents to the disclosure of information relating to the Retirement System's investments as required by the FOIA. The Retirement Commission agrees that the Consultant, at its own expense, may pursue any rights it may have under applicable Michigan law to limit the disclosure of such information, and the Retirement Commission shall take all commercially reasonable steps to cooperate with the Consultant to oppose disclosure of such information. Notwithstanding the foregoing, the Consultant will not have nor make any claim against the Retirement Commission for disclosure of information relating to the Retirement System's investments after counsel to the Retirement Commission determines in good faith that such disclosure is required by law.

Subject to the foregoing, the Retirement Commission will treat all information, recommendations and advice furnished to it under this Agreement as confidential. The Consultant will treat as confidential all information regarding the operations and investments of the Plans. The Retirement Commission hereby directs the Consultant to not disclose the Plans's name, address and security positions to issuers of securities held in the account, pursuant to SEC rules which implement the Shareholders Communications Act of 1985, unless otherwise required by law. The Retirement Commission hereby objects to any such disclosure, unless otherwise required by law or legal process.

13. Notices. All notices required or permitted to be sent under this Agreement shall be sent,

if to the

Retirement Commission: Wayne County Employees' Retirement System
28 W. Adams St., Ste. 1900
Detroit, Michigan 48226
Attn: Executive Director
T. (313) 224-2822
F. (313) 224-7677
E. rgrden@waynecounty.com

with a copy to:

VanOverbeke, Michaud & Timmony, P.C.
79 Alfred Street
Detroit, MI 48201
Attn: Jack Timmony
T. (313) 578-1200
F. (313) 578-1201
E. jtimmony@vmtlaw.com

if to the Consultant:

Consultant
T.
F.
E.

or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered by facsimile, telex, or overnight mail. Any notices other than the Retirement Commission's notice of termination to the Consultant shall be deemed given only upon actual receipt.

14. Effective Period of Agreement and Amendments. This Agreement shall become effective on _____. Any amendment to this Agreement shall be in writing and signed by both parties to the Agreement. No such amendment shall be effective to permit the use of the Account or any part thereof for any purpose not authorized by the Plans.

15. Applicable Law. This Agreement is made and shall be construed under the laws of the State of Michigan, and shall be subject to the state and federal jurisdiction of Wayne County, Michigan;

provided that nothing herein shall be construed in any manner inconsistent with Public Act 314 of 1965, as amended, the Investment Advisors Act of 1940, or any rules, regulations, or orders of the Department of Labor or the SEC.

16. Conflict of Interest. The Consultant shall refrain from rendering any advice or services concerning an investment in which any of the Consultant's, or affiliates of the Consultant's, partners, officers, directors, or employees has any beneficial economic interest, direct or indirect, and the Consultant must fully disclose any such conflict to the Retirement Commission, whether then-extant or imminent, subject to the Retirement Commission's satisfaction and approval. It is acknowledged and agreed that Consultant must disclose any personal or business relationships with any person or firm doing business with or related to the Retirement System, including potential conflicts of interest arising from client and corporate parent relationships. The Consultant must disclose annually the manner in which it is compensated for services related to the Retirement System, including but not limited to any compensation resulting from consulting fees, brokerage revenues, research fees, database fees, conference fees, sponsorships, the solicitation or acquisition of new clients or the retention of existing clients. Consultant shall not accept or solicit any gift, favor, or service that may reasonably tend to influence the Consultant's discharge of official duties. Consultant shall not disclose any confidential information gained by reason of the Consultant's position concerning the property, operations, policies or affairs of the Retirement Commission, or use such confidential information for pecuniary gain.

17. Indemnification and Insurance. The Consultant shall indemnify and hold harmless the Retirement Commission and its employees agents from and against any liabilities, claims, demands, loss, damage or expense (including, without limitation, attorney fees and all other expenses and costs of suit) at any time brought against, paid or incurred by the Retirement Commission to the extent caused by the negligent or willful acts or omission of the Consultant or its personnel in the performance of such services.

The Consultant shall be entitled to rely on all written information provided by and decisions and approvals of the Retirement Commission in connection with the Consultant's work.

The Consultant will maintain at its own expense during the term of this Contract, insurance coverage as referenced in its response to the request for proposal. The Retirement Commission shall be covered under such policies and the Consultant shall not cancel or modify such coverage, except upon sixty (60) days' prior written notice to the Retirement Commission. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the Retirement Commission. The Consultant shall be responsible for all costs resulting from both financially unsound insurance companies selected by the Consultant and their inadequate insurance coverage. The Consultant shall furnish the Retirement Commission with satisfactory certificates of insurance promptly following the execution of this Agreement.

The Retirement Commission will not make any payments to the Consultant until the Consultant provides the Retirement Commission with current certificates of insurance. If the insurance, as evidenced by the certificates provided, expires or is canceled during the term of this Agreement, the Consultant's services and related payments to the Consultant will be suspended until the Consultant obtains replacement insurance coverage consistent with this Section 17.

18. Compliance with Laws and Regulations. The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

19. Equal Employment Opportunity. The Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, physical or mental handicap, age, weight, or United States military veteran status (except as it relates to a *bona fide* occupational qualification reasonably necessary to the normal operation of the Consultant's business).

20. Equal Access. The Consultant shall provide the services set forth in this Agreement without discrimination on the basis of race, color, religion, gender, national origin, physical or mental handicap, age, weight, or United States military veteran status.

21. Ownership of Documents and Publication. The Consultant will maintain the confidentiality of the Retirement Commission's information of a confidential nature using the same degree of care it uses in maintaining its own confidential information. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its sole expense.

22. Inurement. This Agreement shall inure to the benefit of the Retirement Commission, its successors and assigns, and the participants and beneficiaries of the Retirement System.

23. Miscellaneous.

- a. The Retirement Commission and the Consultant intend this Agreement to be a valid legal instrument. This Agreement shall be binding upon the parties, their successors, legal representatives and assignees. This Agreement constitutes the entire and exclusive agreement between the Retirement Commission and the Consultant with respect to the subject matter hereof; all prior Agreements, representations, statements, negotiations, and undertakings are superseded by this Agreement. If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a court or tribunal of competent jurisdiction, or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable. No waiver, alteration, or modification of any of the provisions of this Agreement shall be effective or binding unless in writing and signed by authorized representatives of the Retirement Commission and the Consultant.
- b. All paragraph and headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.
- c. References in the singular shall, if appropriate, include the plural.

- d. This Agreement or any amendment hereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement or amendment, as the case may be.
- e. The Retirement Commission acknowledges receipt of Consultant's ADV Part 2 and Privacy Notice and authorizes Consultant to deliver all future required disclosures electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CONSULTANT

**WAYNE COUNTY EMPLOYEES'
RETIREMENT COMMISSION**

Signature of Authorized Representative

Signature of Authorized Representative

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Date: _____

Date: _____

EXHIBIT A

CONSULTING SERVICES

1. General Investment Advice

The Consultant will provide objective, third-party advice and counsel that will enable the Retirement Commission to make well-informed and well-educated decisions regarding the selection of investments for the Retirement System's Plans. Specifically, the Consultant will assist with monitoring compliance with the Retirement Commission's IPS, will assist and oversee changes to Plan Design, and will assist the Retirement Commission review other service providers (i.e., record keepers). The Consultant shall report to the Retirement Commission through the Executive Director.

2. Review of Investment Lineup

- a) Assist the Retirement Commission in the development and review of performance standards and guidelines with which the Retirement Commission can measure each investment manager's progress;
- b) Review of investment lineup for appropriateness of performance and fund fees/expense;
- c) Create and maintain a Watch List for investment funds that are not meeting certain objectives as defined in the Retirement Commission's Investment Policy Statement and provide appropriate recommendations to the Retirement Commission concerning the Watch List;
- d) Determine if investment options offered are optimum choices given the considerations for diversification, risk, and return;
- e) Provide a cost analysis of the Plans' expenses to compare actual investment expenses to those offered by competitors; and
- f) Assist in continuously negotiating contractual terms including expenses of Service Providers and offer alternative recommendations.

3. Review of Plan Service Providers and Fees

- a) Identify additional revenue from fund fees and/or reduce expenses to participants;
- b) Provide a report identifying all fees Service Providers receive from mutual fund groups;
- c) Verify all fees paid to Service Providers, including fees paid on investment manager's proprietary and non-proprietary funds;
- d) Verify that there is no difference in quarterly yield between the Service Provider's proprietary and non-proprietary funds due to the receipt of revenue reimbursement currently received from the Service Provider; and
- e) Verify that the current annual Service Provider administration fee does not contain a "surcharge" to make up for the revenue reimbursement amount Service Providers are providing to the Retirement Commission.

4. **Review the Plan's Investment Policy Statement (IPS)**

- a) Initial review soundness and effectiveness of the IPS in terms of addition, removal and retention of the mutual funds and investment products in the Plan;
- b) Ensure well defined procedures in the IPS are in place for the review, maintenance, and monitoring of investment funds;
- c) Provide recommendations to ensure that all interested parties are fulfilling their respective fiduciary responsibilities; and
- d) Annual review of the IPS at the Retirement Commission's Policy Committee's April meeting.

5. **Investment Manager Search**

Assist the Retirement Commission in its due diligence, search and Retirement Commission interviews for new investment manager(s) utilizing the appropriate data base as needed for funds that need to be replaced due to non-compliance with IPS.

6. **Meeting Attendance**

The primary consultant assigned to this account must attend quarterly meetings as requested by the Retirement Commission; an annual meeting schedule is provided by retirement staff at the beginning of each calendar year but is subject to change if conflicts should arise. The primary consultant may be required to attend monthly or committee meetings on an as needed basis.

7. **General Consulting Services**

Provide general consulting services as requested by the Retirement Commission.

8. **Performance Monitoring & Reporting**

Monitor the performance of the investment manager(s) against approved benchmarks to provide the Retirement Commission with separate quarterly and annual reports for Wayne County, Wayne County Airport Authority and a combined report. Provide quarterly reports for www.wcers.org with fund performance and fees.

9. **Fee Benchmarking**

Provide the Retirement Commission with fee benchmarking analysis for government plans of comparable asset size and participants.

10. **Conflicts**

Consultant agrees to report quarterly to the Retirement Commission on all potential conflicts including participants that have transferred assets, including rollovers, to their firm or a subsidiary of the firm regardless of the assigned Consultant.

11. Recordkeeping Service Assistance

The Consultant agrees to assist with drafting an RFP for Recordkeeping services if needed. They also agree to assist the Retirement Commission in evaluating the proposals. The Consultant shall not select the recordkeeping firm.

12. Plan Design

- a) Assist the Retirement Commission review Plan documents and ensure compliance with state and federal laws and regulations.
- b) Assist with drafting Summary Plan Documents.
- c) Complete the tasks identified in the Work Plan contained herein.
- d) Advise on any potential deficiencies and monitor record keeper for compliance with Plan provisions, their contract with the Retirement Commission, and state and federal laws.

13. Regulatory Guidance

The Consultant agrees to monitor and track any changes in state and federal legislation and regulations (IRS, DOL, etc.) that may impact the WCERS and disseminate said information to the Retirement Commission in a timely fashion.

EXHIBIT B

FEE SCHEDULE

In consideration of the services to be rendered by Consultant, the Retirement Commission shall pay Consultant a fee of \$_____.00 per year, which shall include all services, travel costs and expenses. This fee shall be fixed for a period of the first three years of this Agreement, which period shall begin on the Effective Date and end on the third anniversary thereof. In the event that the term of this Agreement is extended beyond the initial 3 year term, which the Retirement Commission may elect to do at its sole discretion, then the fee to be paid to the Consultant for the fourth year and, if applicable, the fifth year, shall remain _____.00 per year. Any additional costs for supplementary services not delineated in the Scope of Service or in this RFP shall be agreed to in writing.

The Consultant fees shall be billed quarterly to the Retirement Commission and shall be payable quarterly in arrears. If the Agreement is terminated by either party, fees will be pro-rated on a per-diem basis.