THE STATE OF WYOMING

DAVE FREUDENTHAL
Governor

Wyoming Retirement System

THOMAS C. MANN
Director

HARRY L. WALES
Deputy Director

6101 Yellowstone Road
Fifth Floor West
Cheyenne, Wyoming 82002
FAX: (307) 777-5995 (307) 777-7691 TDD: (307) 777-6861
http://retirement.state.wy.us

MEMORANDUM OF UNDERSTANDING
between the
Wyoming Retirement Board and
the Volunteer Firemen's Pension Board

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Wyoming Retirement Board (WRS), established under W.S. 9-3-404, and the Volunteer Firemen's Pension Board (Firemen), established under W.S. 35-9-610. Both entities are administered by the staff of the Wyoming Retirement System, located at 6101 Yellowstone Road, Fifth Floor West, Cheyenne, WY 82002.

2. **Purpose.** The purpose of this MOU is to establish the role of each board in the general administration of each retirement plan for which they have specific statutory responsibility in regard to those activities where both boards share a common need. Both boards recognize the fact that some activities provide an opportunity to save administrative costs if the contractor selected provides services for both boards. It is the goal of each board to provide quality services at the lowest administrative cost possible and efficiencies of scale can be achieved by the co-employment of some aspects.

The specific common responsibilities of each board as outlined in the statutes are as follows:

a. Invest funds. Includes hiring and dismissal of money managers and the investment consultant.

b. Hiring of a consulting actuary to determine plan solvency.

c. Hiring of an auditor to review the financial statements of each system.

3. **Term of MOU.** The term of this Memorandum of Understanding is perpetual and may be rescinded by either board, without cause, after giving thirty days notice of the rescission to the other board.

4. **Payment.** Each board will be responsible for their pro-rata share of the cost of contracting with any co-hired contractor referred to in this MOU in the same manner previous to this document. It is not expected that any different calculation will be applied as a result of this MOU.

5. **Responsibilities of the Wyoming Retirement Board.** The WRS shall use the due care of a prudent investor in the hiring of an investment consultant and individual money managers keeping in mind their fiduciary responsibilities to the members all of the plans including the members of the Firemen's fund when establishing the mandate for the manager. In doing so, WRS will exercise the investment obligation of the Firemen under W.S. 35-9-605.

The WRS shall use care and prudence when hiring an actuarial firm to value the liabilities of all systems including the Firemen's system. This hiring shall fulfill the Firemen's statutory obligation under W.S. 35-9-605 concerning the hiring of an actuary.

The WRS shall use care and prudence when hiring an audit firm for an annual audit of the financial statements of each system. The audit firm shall meet the qualifications required by the Wyoming Board of Certified Public Accountants and shall perform an audit on the Firemen's Fund in the same manner as the other systems fulfilling the requirements under W.S. 35-9-603 Annual Audit.

6. **Responsibilities of the Volunteer Firemen's Pension Board.** The Firemen shall receive and review all documentation dealing with the investment program, the actuarial valuation and the annual audit as each pertains to the Firemen's Fund.

The Firemen shall direct a member of its Board or its designee to attend the semi-annual investment consultant presentations to the WRS, who shall relate the information back to the Firemen.

The Firemen shall direct a member of its Board or its designee to attend the annual audit meeting with the Audit Committee of the WRS and the auditor and who shall relate the information back to the Firemen.

The Firemen shall meet with the system actuary at least once each year at its June meeting to discuss the valuation and actuarial needs of the Plan.

7. **General Provisions**

a. **Amendments**. Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to the MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

c. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

d. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative, and thereafter approved by a majority vote of each Board.

e. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

f. Sovereign Immunity. The State of Wyoming, the Wyoming Retirement Board and the Volunteer Firemen's Pension Board do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

g. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligation under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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8. **Signatures.** In Witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herin.

The effective date of this MOU is the date of the signature last affixed to this page.

Wyoming Retirement Board

Colleen A. Peterson

Colleen Peterson
Board Chairman

3/4/05
Date

Volunteer Firemen's Pension Board

Thomas Mann

Thomas Mann
Ex-officio Chairman

3/4/05
Date

Attorney General's Office Approval as to Form

Michael L. Hubbard

Michael Hubbard
Deputy Attorney General

4/8/05
Date