EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: February 3, 2015

MEMO TO: EBMUD 401(k)/457Advisory Committee

FROM: Lisa Sorani, Manager of Employee Services L.S.

SUBJECT: Agenda for the February 3, 2015 Advisory Committee Meeting

A Special Meeting of the EBMUD 401(k)/457 Advisory Committee is on Tuesday, February 3, 2015 at 9:00 a.m. in the Small Training Room of the Administration Building.

Attached is the Agenda for the meeting. As required by the Brown Act, the Agenda has been posted at least 24 hours prior to the meeting. Interested members of the public may attend the meeting.

If you have any questions, please contact me at (510) 287-0713.

LS/dd

Attachment

AGENDA

SPECIAL MEETING
EBMUD 401(k)/457 ADVISORY COMMITTEE
ADMINISTRATION BUILDING
SMALL TRAINING ROOM
TUESDAY, FEBRUARY 3, 2015

ROLL CALL:

PUBLIC COMMENT: The 401(k)/457 Advisory Committee is limited by State Law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.

DISCUSSION:

1. Changes to Fidelity Recordkeeping Agreement – Lisa Sorani (Staff)

ACTION:

2. Hyas Contract Renewal – Lisa Sorani (Staff)

ITEMS TO BE CALENDARED:

MEETING ADJOURNMENT: The next regular meeting of the 401(a)/401(k)/457 Advisory Committees will be held at 9:00 a.m. on Wednesday, March 4, 2015.

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: February 3, 2015

MEMO TO: 401(k)/457Advisory Committee

FROM: Lisa Sorani, Manager of Employee Services L.S.

SUBJECT: Changes to the Fidelity Investments Recordkeeping Agreement based on EBMUD's request to change billing process from revenue share fund deductions to direct bill to EBMUD.

Based on an agreement with Locals 21 and 2019, staff has requested that Fidelity Investments ("Fidelity") now direct bill the District for administrative / recordkeeping fees ("administrative fees") so that the District can pay the first $105,500 of Plan administrative costs each year as stated in the MOUs. Fidelity currently offsets the fees with revenue share funds first and then directs any excess revenue share to the revenue share accounts.

Per Fidelity, this request is a change to the terms of the current agreement. To make the change to direct billing, Fidelity's compliance team requires all contract terms be up to date and in line with their current contracts. Fidelity will amend the agreement to reflect the following additional changes contract terms.

Determination of Plan Administrative Fees – The current contract states that Fidelity's annual plan administrative fees will be 4.5 basis points of total Plan assets as of December 31 of the prior year and subject to offsets. The offsets are revenue shares from all revenue sharing funds based on fund balances in the Plan as of December 31 of the prior year multiplied by the annual rate of revenue share from each fund.

Fidelity will now look at Plan balances at the end of each quarter and use those balances to determine administrative fees for the prior quarter and revenue share to be attributed to the prior quarter. Therefore, an average of Plan balances between 1/1/12-3/31/15 will determine the administrative fees and revenue share credit to the Plan for the first quarter of 2015. The administrative fees will be direct billed to the District rather than offset by revenue share funds directly.

New language related to cost for Special Projects – The current contract is effectively silent on the topic of special projects and fund changes; which allowed staff to challenge Fidelity's attempt to charge special fees above the 4.5 basis points for fund changes, as an example, no fees were charged to the Plan for fund changes last year or for the fund changes we are currently processing. Fidelity is adding new language to specifically give name to what type of items are considered special projects and will state an $175 per hour for special project work. The new language will allow

one fund action per year across all Plans as part of the base administrative costs. Additional fund actions will be billed at the $175 hourly rate for special projects.

A draft copy of the amendments to our Fidelity Recordkeeping Agreement is attached along with copies of Exhibit B and Attachment A, which are the sections these amendments impact.

Both Fidelity and Hyas have suggested the change to a quarterly look back for fees and revenue share rather than a one year look back. The suggestion was based on the assessment that if a plan's fixed basis points are calculated annually, the plan's administrative fee, and any fund offsets to that fee, is calculated as of the last day of the calendar year, December 31st. Which means the entire year's fee and offsets are determined by just one day's assets.

If a plan's fixed basis points are calculated quarterly, the plan's administrative fee, and any fund offsets to that fee, is derived from an average of the entire quarter's assets. This approach will ensure the amount of fees (as does the assets) will fluctuate as the market fluctuates. The quarterly calculation method is more in line with the intent of the fixed basis point process for calculating administrative fees.

Also, by using average quarterly assets, the plan receives credit for the time participants may have been in a fund that had revenue share, before moving into a non-revenue share fund. For example: If a plan had participants with a balance in the Contra Fund but moved that balance into a Vanguard fund on 12/15/14, with an annually calculated method, the plan would not receive any revenue share credit for those Contra Fund balances. This is because at the time of the calculation, 12/31/14, there was no money in the Contra Fund. However, with an average quarterly calculated method, the plan would receive revenue share credit for the 10/1/14 – 12/15/14 balance in the Contra Fund.

Staff is bringing these updates to you today as information for discussion in advance of the March 4, 2015 Committee Meeting. At the March 4, 2015 meeting, the Committee will be asked to vote for authorization of these changes to the Fidelity Investments Recordkeeping Agreement. An updated agreement must be signed and delivered to Fidelity by March 30, 2015 in order to ensure the requested change is made and the revenue share is not used for first quarter 2015 administrative fees.

In addition, at the March 4, 2015 meeting, the Committee will revisit the Revenue Share Policy and vote for how all Plan administrative fees will be paid going forward, such that the District will pay the first $105,500, and then determine if revenue share credit be used to offset remaining expenses or if participants will be billed for Plan administrative costs beyond the District's $105,500 contribution.

FIRST AMENDMENT TO RECORDKEEPING AGREEMENT BETWEEN FIDELITY WORKPLACE SERVICES LLC AND EAST BAY MUNICIPAL UTILITY DISTRICT

THIS AMENDMENT, dated and effective as of the 1st day of January, 2015, unless otherwise specified herein, by and between Fidelity Workplace Services LLC ("Fidelity") and East Bay Municipal Utility District ("Sponsor");

WITNESSETH:

WHEREAS, Fidelity and Sponsor heretofore entered into a Recordkeeping Agreement (the "Agreement"), dated January 1, 2013, with regard to the East Bay Municipal Utility District 457(b) Plan, the East Bay Municipal Utility District 401(a) Plan and the East Bay Municipal Utility District 401(k) Plan (the "Plan"); and

WHEREAS, Fidelity and Sponsor now desire to amend said Agreement as provided for in Section 15 thereof;

NOW THEREFORE, in consideration of the above premises, Fidelity and Sponsor hereby amend the Agreement by:

(1) Amending Schedule B, Fee Schedule, to restate Section 1, as follows:

1. ANNUAL RECORDKEEPING FEE

4 ½ basis points of total Plan assets as of the end of the billing quarter, due and payable to Fidelity quarterly.

(2) Amending Schedule B, Fee Schedule, to restate Section 9, as follows:

9. Revenue Credit.

Fidelity shall make a payment each quarter to a suspense account in the Plan (the "Revenue Credit Account") calculated as the sum of the following credits which shall be spread pro rata across each Plan governed by this Agreement based on each Plan's assets as of the end of each quarter, in accordance with the terms described in this section:

1. Credits attributable to Fidelity investment products:

Average quarterly balances held in the Plan of Fidelity investment products multiplied by one-quarter (1/4) of the following rates respectively:

(a) Actively managed (non Class K) Fidelity equity Mutual Funds: 35 basis points per annum;

(b) Actively managed (non Class K) Fidelity Freedom® Funds: 35 basis points per annum;

(c) Actively managed (Class K) Fidelity equity Mutual Funds: 20 basis points per annum;

(d) Fidelity Freedom® K Funds: 20 basis points per annum;

(e) Fidelity Enhanced Equity Index Funds: 10 basis points per annum;

(f) Actively managed Fidelity fixed income and money market Mutual Funds, except for certain Fidelity institutional money market Mutual Funds (e.g. FIMM Funds): 20 basis points per annum;

(g) Actively managed Fidelity and Pyramis commingled pools (excluding all stable value commingled pools): 10 basis points per annum;

(h) Managed Income Portfolio I: 20 basis points per annum.

2. Credits attributable to Non-Fidelity investment products:

Average quarterly balances held in the Plan of non-Fidelity investment products multiplied by the quarterly rate that the non-Fidelity vendor has agreed to use to determine payments to FIIOC.

3. Credits attributable to float:

Net float earnings attributable to the Plan for each quarter beginning after the last date on which a party hereto executes this amendment/agreement.

4. Credits attributabe to BrokerageLink®.

No credits are available for assets held in BrokerageLink®.

A. Investment. Deposits in the Revenue Credit Account will be invested in the first available source in the Plan's source hierarchy, which can be viewed on Fidelity Plan Sponsor Webstation®. (Please note that the source used will not impact testing and reporting.) The Revenue Credit Account shall be invested in the fund specified for such purpose on Schedule C.

B. Application of Account to Pay Expenses. The Administrator or Sponsor may direct Fidelity through Fidelity's internet application for Sponsors to use amounts held in the Revenue Credit Account to reimburse the Sponsor for fees and expenses associated with services provided to the Plan, or to pay vendors, including Fidelity or third parties, directly. Notwithstanding the foregoing, the Revenue Credit Account may not be used to offset, reimburse or pay: (i) expenses that have been deducted from Participant accounts or (ii) expenses that are accrued in the net asset value or mil rate of an investment option. Upon receipt of payment instructions in good order, Fidelity shall redeem shares or units of investment options held in the Revenue Credit Account necessary to make such payments and shall issue payment as soon as administratively feasible thereafter (typically within 5 business days). Fidelity shall not be liable for, nor shall it be responsible for separately including in any payment, any late charges, interest or penalties that may accrue owing to untimely submission to Fidelity of directions in good order or Fidelity's processing of any payment instructions in accordance herewith. A direction from the Administrator or Sponsor to pay expenses shall constitute a representation to Fidelity that the Administrator or Sponsor, as appropriate, has concluded that the

payments are permissible under the Plan and meet the requirements of applicable laws, including ERISA and the Code.

C. Allocation to Participant Accounts.

1. General. Effective January 1, 2015, the Administrator or Sponsor may direct Fidelity to allocate amounts in the Revenue Credit Account to Eligible Participant accounts, provided that any such direction may be provided no more frequently than once per calendar quarter, unless such direction is with respect to a final allocation to be made in the last month of the plan year. Directions shall be submitted through a service request through Fidelity's internet application for Sponsors and shall include the dollar amount to be allocated from the Revenue Credit Account, provided that if such amount exceeds the balance held in the Revenue Credit Account on the date on which the allocation is to be performed (the "Crediting Date"), such amount shall be deemed to be the total balance of the Revenue Credit Account on the Crediting Date. The applicable Crediting Date shall occur as soon as administratively feasible (and in no event later than 15 calendar days) following receipt of a direction in good order.

2. Method of Allocation. The dollar amount directed to be allocated from the Revenue Credit Account shall be divided among Eligible Participant accounts pro rata based on Eligible Participant account balances, exclusive of outstanding loan balances.

3. Eligible Participants. Solely for purposes of allocations pursuant to this section, Eligible Participant means any Participant or beneficiary with a balance greater than zero.

4. Investment of Allocations. Amounts allocated to Eligible Participant accounts from the Revenue Credit Account shall be invested in accordance with Eligible Participants' elections for future contributions, or if no such election is on file, in the Plan's designated default investment pro rata across existing sources.

5. Directions. A direction from the Administrator or Sponsor to allocate amounts to participant accounts shall constitute a representation to Fidelity that the Administrator or Sponsor, as appropriate, has concluded that the allocations are permissible under the Plan and meet the requirements of applicable laws, including ERISA and the Code. Without limiting the foregoing, the Administrator or Sponsor, as appropriate, directs that allocations of amounts from the Revenue Credit Account to Eligible Participants' Accounts shall not be included as contributions or annual additions for any testing or reporting purposes. Fidelity shall be responsible for implementing the directions of the Administrator or Sponsor, as appropriate, but has no responsibility for the legality or appropriateness of such directions. The Administrator or Sponsor may alter its directions at any time with reasonable advance notice and after consultation concerning the administrative feasibility of alternative directions.

D. 12b-1 Payments. To the extent any Revenue Credits are deemed to be attributable to investments in Fidelity Mutual Funds that have adopted a plan pursuant to Rule 12b-1 under the Investment Company Act of 1940 ("1940 Act") at the time such Revenue Credits are made, such Revenue Credits shall be made available pursuant to such plan ("12b-1 Payments"), and the following conditions shall apply:

1. The obligation to make 12b-1 Payments shall continue in effect for one year from the Effective Date of this amendment, and shall continue for successive annual periods only upon at least annual approval by a vote of the majority of the trustees for each of those Fidelity Mutual Funds that have adopted such plans, including a majority of those trustees that are not "interested persons" (as defined in the 1940 Act) of such Mutual Funds and who have no direct or indirect financial interest in the operation of the plan or any agreement related thereto ("Qualified Trustees").

2. Notwithstanding any provision hereof to the contrary, the obligation to make these 12b-1 Payments with respect to any plan may be terminated without penalty at any time, upon either a vote of a majority of the Qualified Trustees, or upon a vote of a majority of the outstanding voting securities (as defined in the 1940 Act) of the applicable Fidelity Mutual Fund to terminate or not continue the plan for the applicable Fidelity Mutual Fund.

3. Upon assignment of this Agreement (as defined under the 1940 Act), the obligation to make 12b-1 Payments shall automatically terminate.

(3) Adding the following section to Schedule A, item #30;

#30. Special Projects:

Special projects shall be the fulfillment of a client-specific request that is not included in the services as documented in this Agreement. Fees for Special Projects are described on Schedule B. Examples shall include, but not be limited to, the following:

- Additional feeds, custom service features and special processing.
- Plan and program changes.
- Change in scope of existing services as documented in directions documents describing the services.
- Client specific processing requested as an alternative to Fidelity's standard solution including any additional resources to support said non-standard solution. Examples include change to data feeds, special offering windows and procedural changes.
- Support of Corporate Actions. Examples include reorganization, layoff, mergers, acquisitions and divestitures.
- Custom communications development.
- Investment option changes, except for fund action projects described on Schedule B.

(4) Add item #11 to Schedule B, Fee Schedule, as follows:

#11. One (1) annual fund action project per calendar year across the relationship shall be included.

#12. Special Projects Rate: $175.00 per hour

IN WITNESS WHEREOF, Fidelity and the Sponsor have caused this First Amendment to be executed by their duly authorized signatories effective as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Amendment on behalf of the respective parties. Notwithstanding any contradictory provision of the Agreement that this document amends, each party may rely without duty of inquiry on the foregoing representation.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Its authorized signatory Date

FIDELITY WORKPLACE SERVICES LLC

By: _____
Its authorized signatory Date

SCHEDULE A

RECORDKEEPING SERVICES

1. Provide Plan and Participant level accounting for the following asset classifications:

   Catch-Up Contributions
   Rollover Contributions
   457(b) Contributions
   401(k) Contributions
   401(a) Contributions
   Roth 401(k)
   Roth Rollover

2. Provide Plan and Participant level accounting for the following investment options:

   a. **FIDELITY MUTUAL FUNDS**

      All operating guidelines, procedures and direct fund expenses are governed by each mutual fund's respective prospectus. In accordance with the Sponsor's wishes, the following Fidelity Mutual Funds are available for investment to the Plan's Participants:

      - Fidelity Blue Chip Growth K Fund
      - Fidelity Balanced K Fund
      - Fidelity Money Market Trust: Retirement Money Market Portfolio
      - Fidelity Freedom K 2000 Fund®
      - Fidelity Freedom K 2005 Fund®
      - Fidelity Freedom K 2010 Fund®
      - Fidelity Freedom K 2015 Fund®
      - Fidelity Freedom K 2020 Fund®
      - Fidelity Freedom K 2025 Fund®
      - Fidelity Freedom K 2030 Fund®
      - Fidelity Freedom K 2035 Fund®
      - Fidelity Freedom K 2040 Fund®
      - Fidelity Freedom K 2045 Fund®
      - Fidelity Freedom K 2050 Fund®
      - Fidelity Freedom K 2055 Fund®
      - Fidelity Freedom K Income Fund®

b. **NON-FIDELITY MUTUAL FUNDS**

All transactions involving Non-Fidelity Mutual Funds shall be done in accordance with the Operating Procedures attached hereto as Exhibit "1". All operating guidelines, procedures and direct fund expenses are governed by each mutual fund's respective prospectus. In accordance with the Sponsor's wishes, the following Non-Fidelity Mutual Funds are available for investment to the Plan's Participants:

- American Century Select Fund – Institutional Class
- American Funds EuroPacific Growth Fund Class R6
- Dodge & Cox Stock Fund
- Heartland Value Fund Institutional Class
- Hotchkis and Wiley Mid-Cap Value Fund- Class I
- Morgan Stanley Institutional Mid Cap Growth Fund – Class I
- Neuberger Berman Genesis Fund – Investor Class
- PIMCO Total Return Fund – Institutional Class
- Vanguard Institutional Index Fund – Institutional Class
- Vanguard Total Bond Market Index Fund – Signal Shares
- Vanguard Total International Stock Index Fund Signal Shares
- Vanguard Wellesley Income Fund – Admiral Class
- T. Rowe Price Equity-Income Fund

c. **MANAGED INCOME PORTFOLIO II**

The Managed Income Portfolio II is a commingled pool of the Fidelity Group Trust for Employee Benefit Plans. It is an open-end commingled pool managed by Fidelity Management Trust Company. It is not a mutual fund.

d. **BROKERAGELINK**

BrokerageLink is a Participant directed brokerage option offered under the plan

e. **PLAN DEFAULT INVESTMENT OPTION**

The Sponsor hereby directs that for Plan assets allocated to a Participant's account, the investment option referred to in Section 5(c) shall be the Fidelity Freedom K® Fund determined according to a methodology selected by the Sponsor and communicated to Fidelity in writing. Unless directed otherwise, in the case of assets not allocated to Participant's accounts, the termination or reallocation of an investment option, the Plan's default investment shall be Managed Income Portfolio II.

The Sponsor hereby directs Fidelity to update the methodology (i.e., date ranges) as additional Fidelity Freedom K® Fund are launched and added in accordance with the above. Such updates will be made to the service as soon as administratively feasible following the launch of future Fidelity Freedom K® Fund, unless otherwise directed by the Sponsor.

The Sponsor further understands and agrees that Fidelity will continue to default a Participant's future contributions into the applicable Fidelity Freedom K® Fund until such time that Fidelity receives a valid Participant investment election or correct and complete Participant indicative data. Furthermore, if Fidelity does not receive a Participant's date of birth, Sponsor directs Fidelity to default the Participant into the Fidelity Freedom K® Income Fund.

f. **REVENUE CREDIT ACCOUNT**

The Sponsor hereby directs that for assets allocated to the Revenue Credit Account, the investment options referred to in Schedule B shall be the Fidelity Money Market Trust: Retirement Money Market Portfolio.

3. Provide Sponsor and Participants with Fidelity's Retirement Service toll-free telephone service.

4. Process exchanges (transfers) between available investment options on a daily basis (business days) pursuant to the terms of Schedule "D".

5. Prepare and mail to Participants confirmations of exchanges (transfers) and allocation changes within five (5) business days of Direction.

6. Prepare and mail, to Participants, at least quarterly, a detailed Participant statement reflecting all activity for the period. In the absence of unusual circumstances, statements shall be mailed no later than twenty (20) days after the end of the period.

7. Fidelity requires receipt of a new Participant account application or direction from Sponsor to establish such account prior to the remittance of the Participant's first contribution. If Fidelity receives a remittance for a Participant whose account has not been established, Fidelity shall return such remittance to Sponsor.

8. Process requests for transfers and/or rollovers of Participant account balances to and from other investment options and/or providers for the Plan.

9. Process changes related to the administration of the Plan, such as, but not limited to, Participant name and address changes, provided Fidelity has the capability to maintain the data.

10. Process Qualified Domestic Relations Orders in accordance with Sponsor's written Direction to Fidelity.

11. Provide those persons listed in Schedule "C" with access to all Participant data through any electronic media.

12. Process contributions, on a periodic basis, in the prescribed Fidelity format. Fidelity shall not process contribution information unless: (i) it is in good order; and (ii) the contribution check accompanies the tape or diskette (unless funds are sent by wire). Funds by wire shall not be sent until Fidelity notifies Sponsor that all tape or diskette information is in good order and can be processed. Fidelity may require up to three (3) business days to process contribution information received in good order.

13. Annual prospectuses and semiannual shareholder reports for mutual funds described in Section 2.a. of Schedule A will be mailed to Sponsor upon request. Participants shall be sent annual prospectuses and semiannual shareholder reports for mutual funds only upon request or when making an initial investment in a mutual fund.

14. Plan Participants may request Sponsor pre-approved withdrawals following separation from service by phone from Fidelity, or in such other manner as may be agreed upon by the Sponsor and Fidelity.

15. Maintain and process changes to Participants' investment allocations for future contributions.

16. Process and reconcile Participant account corrections upon the Sponsor's written request to correct excess contributions, excess aggregate contributions and/or mistakes of fact. Process and reconcile Participant account corrections upon the Sponsor's or Participant's written request to correct excess deferrals. Such corrections shall only be made in accordance with Section 2 of this Agreement.

17. Calculate a Participant's minimum required distribution upon request by a Participant, provided the Participant and/or Sponsor has provided Fidelity with all information required by Fidelity (in the format required by Fidelity). The accuracy of such calculations is limited by the quantity and quality of data provided to Fidelity by the Participant and/or Sponsor.

18. Provision of Fidelity Plan Sponsor WebStation® ("Webstation") functionality. Webstation may be used to access information such as plan specific balances, participant balances, fund prices, history information, loan information, and update participant data. The Sponsor will be given an individual Webstation User ID and password solely for their use. The Webstation ID and password are proprietary information that should not be shared with other individuals. The Sponsor will provide Fidelity in writing the names of the authorized administrative users for the purpose of establishing their security profile. The Sponsor will immediately notify

Fidelity in writing as staffing changes occur, and upon the termination of any employee who was an authorized administrative user so that Fidelity can disable the Webstation User ID and password.

19. Prepare, file with IRS, and distribute W-2 year-end tax reports for Participants who have taken a distribution from the Plan during the tax year.

20. Fidelity shall advise the Sponsor of any changes in federal laws and regulations that may affect the validity or feasibility of the Plans or Fidelity's duties thereunder.

21. Fidelity shall provide information regarding investment options, as requested by Sponsor.

22. For the 401(k) and 457 plans, Fidelity shall process all approved hardship or unforeseen emergency withdrawal requests upon receipt and approval by the Sponsor.

23. Fidelity shall process lump sum distributions and any periodic distribution payments for 457 Plan Participants making individual distribution payments through direct deposit if requested by the Participant.

24. For the East Bay Municipal Utility District 401(k) Plan and the East Bay Municipal Utility District 401(a) Plan, Participants may request loan withdrawals, pre-approved by Sponsor, by phone from Fidelity, or in such other manner as may be agreed upon by the Sponsor and Fidelity. Fidelity shall process such loans in accordance with written guidelines approved by the Sponsor and documented in the Loans By Phone Questionnaire. Fidelity shall provide Sponsor with loan feedback file via Electronic Data Transmission (EDT).

25. For the East Bay Municipal Utility District 401(k) Plan and the East Bay Municipal Utility District 401(a) Plan, Fidelity shall provide the following services relating to Loans from the Plan:

    a. Recordkeep Plan loans in accordance with Sponsor's Plan's loan procedures. Loans are available from all investment options under the Plan. Loan recordkeeping services provided by Fidelity include producing loan amortization schedules, processing loan withdrawals, accepting and recording loan repayments, reporting loan activity on Participant statements, and Plan level reporting.

    b. Prepare and mail to the Participant within five (5) business days of Fidelity's receipt of a loan application in good order:

        (i) the loan amortization schedule; and

        (ii) a check made payable to the Participant in the amount of the loan withdrawal.

c. Loan repayments shall be made to Fidelity in Fidelity's prescribed format. Loan repayments shall be made in accordance with the Participant's current investment allocation for future contribution. The following additional terms and conditions are applicable to loan repayments:

(i) If Sponsor remits via check, a check (whether in the amount of the loan repayments or in the amount of the loan repayments and contributions) must accompany the magnetic tape or diskette.

(ii) If Sponsor remits via EFT, funds shall not be sent until after Fidelity notifies Sponsor that all magnetic tape or diskette information was received in good order and can be processed.

(iii) Fidelity may require up to three (3) business days to process loan repayment information received in good order.

(iv) Sponsor is responsible for remitting loan repayments via the prescribed format even if the Plan discontinues making contributions. Fidelity will only accept loan repayments through the Sponsor in the prescribed format. Fidelity will not accept loan repayments, including but not limited to personal checks, directly from Participants.

d. Process loan defaults in accordance with the following:

Sponsor Directs Fidelity to treat a 90 day late payment as a default, but only upon Sponsor notification and written Direction. Sponsor certifies that such default treatment complies with the terms and conditions of the Plan and agrees to incorporate these procedures into the Plan.

Pursuant to Sponsor's Direction, Fidelity shall complete and distribute tax forms to Participants and the IRS upon the occurrence of a taxable event pursuant to Section 72(p) of the Internal Revenue Code. Sponsor must provide Fidelity with the information necessary for Fidelity to generate any required income tax reports.

Fidelity shall be compensated for loan recordkeeping services in accordance with Schedule "B" (relating to fees).

26. Fidelity agrees to conduct group presentations on a quarterly basis as desired by Sponsor, for employees of Sponsor, to explain the Plans and the investment options available under the Plans. Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities for the presentations. Fidelity agrees that qualified personnel will be made available, as mutually agreed upon, to discuss the Plans with individual employees of Sponsor. Group presentations shall be 320 hours for the transition year plus a minimum of 200 hours each year thereafter unless otherwise mutually agreed between Fidelity and Sponsor.

27. For the 401(k) and 457 Plans, enroll new participants via telephone; provide confirmation of enrollment within five (5) business days of the request.

28. Provide Fidelity PortfolioPlanner®, an internet-based educational service for participants that generates target asset allocations and model portfolios customized to investment options in the Plan based upon methodology provided by Strategic Advisers, Inc., an affiliate of the recordkeeper. The Sponsor acknowledges that it has received a copy of Part II of form ADV for Strategic Advisers, Inc. more than 48 hours prior to executing this agreement.

29. Roth 401(k) Contributions: For the East Bay Municipal Utility District 401(k) Plan (the "Plan"), Fidelity shall recordkeep a Participant's contribution as a Roth contribution ("Designated Roth regulations as in effect from time to time provided a Participant informs Fidelity of such irrevocable election at the time of his or her salary deferral election or rollover contribution to the Plan. As directed by the Sponsor, Fidelity shall establish and maintain separate sources under the Plan to accept Designated Roth Contributions and shall make distributions of Designated Roth Contributions in accordance with the Plan, unless otherwise required by Code Section 402A and any applicable guidance or regulations issued thereunder.

We have read and understand the above Schedule "A" and agree to its terms as evidenced by our signatures set forth below.

EAST BAY MUNICIPAL UTILITY DISTRICT	FIDELITY WORKPLACE SERVICES LLC
By Delores Turner	By
Title Manager of Human Resources	Authorized Signatory
Date December 19, 2012	Date 11/14/13

SCHEDULE B

FEES

1. **Annual Recordkeeping Fee:**

4 ½ basis points of total Plan assets as of December 31 of the prior year, subject to the following offsets:

A. Offsets for Fidelity investment products:

(1) Balances held in Fidelity investment products in the Plan as of December 31 of the prior year, multiplied by the following rates respectively:

(a) Actively managed (non Class K) Fidelity equity Mutual Funds: 35 basis points per annum;

(b) Actively managed (non Class K) Fidelity Freedom Funds: 35 basis points per annum;

(c) Actively managed (Class K) Fidelity equity Mutual Funds: 20 basis points per annum;

(d) Actively managed Fidelity Freedom K® Funds: 20 basis points per annum;

(e) Fidelity Enhanced Equity Index Funds: 10 basis points per annum;

(f) Actively managed Fidelity fixed income and money market Mutual Funds, except for certain Fidelity institutional money market Mutual Funds (e.g. FIMM Funds): 20 basis points per annum;

(g) Managed Income Portfolio II: 20 basis points per annum;

(h) Actively managed Fidelity and Pyramis commingled pools (excluding stable value commingled pools): 10 basis points per annum.

B. Offsets for Non-Fidelity investment products:
Balances held in Non-Fidelity investment products in the Plan as of December 31 of the prior year multiplied by the annual rate that the Non-

Fidelity investment products vendor has agreed to use to determine payments to FIIOC.

C. The amount of net float earnings allocated to the Plan during the prior calendar year.

D. No offsets are available for assets held in BrokerageLink®.

E. Any remaining balance after the application of the offsets described above shall be due and payable to Fidelity. To the extent that the offsets exceed the above stated Annual Recordkeeping Fee, a Revenue Credit will be provided in accordance with Item #9 below.

2. **Account Establishment Fee:** NONE

3. **Other Fees:**
Extraordinary expenses resulting from: (1) large numbers of simultaneous manual transactions; and/or (2) duplicate reporting for Sponsor multiple sites; and/or (3) correcting excess deferrals, contributions, aggregate contributions and mistakes of fact; and/or (4) from errors not caused by Fidelity. Such fees shall be discussed and agreed upon in writing by the parties to this Agreement prior to the commencement of any additional services or corrective measures and prior to the assessment of any charge for said services.

4. **Non-Fidelity Mutual Funds:**
Fees paid directly to Fidelity Investments Institutional Operations Company, Inc. or its affiliates by Non-Fidelity Mutual Fund vendors shall be posted and updated quarterly on Fidelity Plan Sponsor WebStation® at https://psw.fidelity.com or a successor site, or prepared and delivered quarterly no later than twenty (20) calendar days after the end of each quarter in the absence of unusual circumstances.

5. **Fidelity BrokerageLink® Account Fee:**
Annual Account Fee of $0 per account. Fidelity BrokerageLink® Plan Account minimum initial investment is $2,500; subsequent transfer minimum is $1,000. fees and commissions for individual trades will be charged in accordance with the BrokerageLink commission schedule, as may be amended from time to time, which will be distributed to Participants as part of the account setup information, and is also available upon request.

6. **Fees for Fidelity Plan Sponsor WebStation®:** NONE
Fidelity shall not be responsible for any hardware, software or connection, or any other charges in connection with this service.

7. **Loan Fees:**

For loans made on or after January 1, 2000, the following fees shall apply:

a. Loan Recordkeeping Fee:
$3.75 per quarter, for each outstanding loan maintained by Fidelity. This loan fee is deducted directly from each Participant's account and shall be deducted against the Standard Plan Investment Options (non-brokerage investment options).

b. Loan Application Fee: $35.00 non-refundable loan application fee, which will be deducted from the core investment options.

With respect to loans made prior to January 1, 2000, no fees shall apply.

Any applicable fees not described above shall be paid by the Participants.

8. **Performance Payments:**
Fidelity Employer Services Company, a division of Fidelity Investments Institutional Services Company, Inc. ("Fidelity"), shall make payments in the event that Fidelity fails to meet the Performance Standards set forth in Schedule "B-2" "Performance Payments" under the following terms:

a. Performance Payments shall be first used to offset any cost of services provided by Fidelity to the Plan that would otherwise be payable pursuant to this Agreement, as it may be amended from time to time ("Fidelity Fees") and that are initially billed at the time that the Performance Payments are assessed. Outstanding due and payable Fidelity Fees will not be offset when Performance Payments are assessed; however, Fidelity reserves the right to offset Fidelity Fees with amounts from the Performance Account as defined below.

b. If no Fidelity Fees are to be initially billed at the time that Performance Payments are assessed, then the Performance Payments shall be credited to a suspense account in the Plan to be used to defray reasonable plan expenses (the "Performance Account") that shall be maintained by Fidelity. Amounts credited to the Performance Account shall be invested in the Managed Income Portfolio II.

c. Subject to the provisions of this "Performance Payment" section, and upon receipt of proper directions consistent with paragraph c hereof from the Sponsor, acting as Named Fiduciary, amounts held in the Performance Account shall be used, as follows:

(i) Fidelity Fees. The Sponsor may direct Fidelity to debit the Plan's Performance Account for the payment of outstanding amounts owed to Fidelity for services provided.

(ii) Payment to Sponsor. The Sponsor may direct Fidelity to debit the Plan's Performance Account, and shall use amounts to reimburse the Sponsor for expenses paid by the Sponsor on behalf of the Plan.

(iii) No Payments to Third Parties. Nothing in this paragraph b shall obligate Fidelity to make payments to any entity other than the Sponsor under the terms hereof.

(iv) No Allocation to Participant Accounts. Amounts held in the Performance Account may not be allocated to participant accounts.

d. The Sponsor shall provide direction to Fidelity when it wishes to use amounts held in the Performance Payment for the payment of Plan expenses. If the direction is for reimbursement to the Sponsor, this direction shall include the representation by the Sponsor, as named fiduciary, that (1) such expenses are reasonable, necessary and direct expenses of such Plan within the meaning of ERISA, (2) the Plan authorizes the payment of such expenses from the Plan, and (3) that the Sponsor has paid these expenses on behalf of the Plan. Neither Fidelity nor Fidelity shall have any responsibility to make or verify any certification provided by the Sponsor under this paragraph. The parties acknowledge that reasonable, necessary and direct expenses of the Plan shall not include any operating expenses paid by mutual fund shareholders generally that are reflected in the net asset values of such mutual fund shares held by the Plan. A model letter for Sponsor use when providing such direction is attached to this Agreement in Schedule "B-1".

e. Any debits or payments pursuant to paragraph b shall be limited to the amount of the Performance Account for the Plan at the time the direction is submitted to Fidelity, and shall be subject to the Performance Payment Procedures attached to this Agreement as Schedule "B-1."

f. A Performance Payment cannot be used to offset, reimburse or pay: (i) expenses that have been deducted from Participant accounts; or (ii) expenses that are accrued in the net asset value or mil rate of an investment option.

9. **Revenue Credit:**

Fidelity shall make a payment in the amount of the Revenue Credit calculated annually to a suspense account in the Plan (the "Revenue Credit Account") under the following terms:

(1) Funding. Fidelity shall fund quarterly in arrears the pro rata portion of the annual Revenue Credit as soon as administratively feasible (generally within 15 Business Days) after the quarterly invoice has been issued and sent.

(2) Investment. The Revenue Credit Account shall be invested in the fund specified for such purpose on Schedule A.

(3) Application of Account. The Administrator or Sponsor may direct Fidelity to use amounts held in the Revenue Credit Account to reimburse the Sponsor for fees and expenses associated with services provided to the Plan, or pay such vendors, including Fidelity or third parties, directly. Effective October 1, 2012, amounts unused for expenses may be allocated to Participant accounts in accordance with this section, provided that such allocation shall not occur more frequently than quarterly. Procedures attached as Schedule B-3, as it may be amended from time to time, shall govern payment of third parties as well as any allocation to Participant accounts.

(4) Directions. The Administrator or Sponsor shall provide direction to Fidelity when it wishes to use amounts held in the Revenue Credit Account for the payment of Plan expenses or allocation to Participants. In providing any direction to pay expenses or to allocate amounts to Participant accounts, the Administrator or Sponsor shall have concluded that the payments or allocations are permissible under the Plan and meet the requirements of applicable laws, including ERISA and the Code.

(5) To the extent any Revenue Credits are deemed to be attributable to investments in Fidelity Mutual Funds that have adopted a plan pursuant to Rule 12b-1 under the Investment Company Act of 1940 ("1940 Act") at the time such Revenue Credits are made, such Revenue Credits shall be made available pursuant to such plan ("12b-1 Payments"), and the following conditions shall apply:

- The obligation to make 12b-1 Payments shall continue in effect for one year from the Effective Date of this amendment, and shall continue for successive annual periods only upon at least annual approval by a vote of the majority of the trustees for each of those Fidelity Mutual Funds that have adopted such plans, including a

majority of those trustees that are not "interested persons" (as defined in the 1940 Act) of such Mutual Funds and who have no direct or indirect financial interest in the operation of the plan or any agreement related thereto ("Qualified Trustees").

- Notwithstanding any provision hereof to the contrary, the obligation to make these 12b-1 Payments with respect to any plan may be terminated without penalty at any time, upon either a vote of a majority of the Qualified Trustees, or upon a vote of a majority of the outstanding voting securities (as defined in the 1940 Act) of the applicable Fidelity Mutual Fund to terminate or not continue the plan for the applicable Fidelity Mutual Fund.

- Upon assignment of this Agreement, the obligation to make 12b-1 Payments shall automatically terminate.

10. Overnight Mailing Fee: $25.00 per transaction

Note: These fees are based on the Plan characteristics, asset configuration, net cash flow, fund selection and number of Participants existing as of the date of this agreement. In the event that one or more of these factors changes significantly, fees may be subject to change after discussion and mutual agreement of the parties. Significant changes in the legal and regulatory environment would also prompt discussion and potential fee changes.

We have read and understand the above Schedule "B" and agree to its terms as evidenced by our signatures set forth below.

EAST BAY MUNICIPAL UTILITY DISTRICT	FIDELITY WORKPLACE SERVICES LLC
By Delores Turner	By
Title Manager of Human Resources	Authorized Signatory
Date December 19, 2012	Date 1/18/13

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: February 2, 2015

MEMO TO: 401(k)/457Advisory Committee

FROM: Lisa Sorani, Employee Services Manager LS.

SUBJECT: Hyas Group Contract

RECOMMENDATION

Approve the 2015 Hyas Group Consulting Services Agreement to reflect a contract end date of 12/31/15.

DISCUSSION

The updated Hyas Group contract attached has no changes with the exception of a 12/31/15 contract end date reflected in section 2.1. The current contract language, approved by the Committee in 2014 contains no specific contract end date, but simply states that the contract can be terminated at any time with a 30 day notice. Given the new need for the Committee to review and consider Plan administrative fees, the Committee will discuss and vote on the Hyas contract renewal annually in consideration of overall Plan costs.

LS/dd

Attachment



CONSULTING SERVICES AGREEMENT
EAST BAY MUNICIPAL UTILITY DISTRICT AND HYAS GROUP, LLC

THIS AGREEMENT for consulting services is made by and between the Hyas Group, LLC, an Oregon limited liability company ("Consultant") and The East Bay Municipal Utility District ("Client") as of January 1, 2015.

WHEREAS, Consultant desires to perform, and Client desires to have Consultant perform, certain general services for the East Bay Municipal Utilities District 457, 401(a) and 401(k) Plans (Collectively "Plans").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

SECTION I - DEFINITIONS:

1.1 Scope of Work - means each document agreed upon by Client and Consultant for specific Services to be performed and the Deliverables to be provided to Client and any other performance requirements mutually agreed to between the parties. The Scope of Work attached as Exhibit A –Annual Investment and Plan Consulting Services, shall be deemed incorporated herein in its entirety by reference.

1.2 Deliverables - means, with respect to the Scope of Work, the items specified in such Scope of Work as Deliverables of the Consultant.

1.3 Services - means the Services under the Scope of Work, which Consultant shall provide to Client under this Agreement.

1.4 Consultant Work Product - means any and all items and information delivered to Client or its employee(s), or otherwise generated by Consultant or its agent in the course of providing Services under this Agreement, whether in hard copy or electronic form, including all Deliverables, works of authorship, reports, designs, analyses and other supporting material, summaries and recommendations.

SECTION II - SERVICES:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Client the Services described in the Scope of Work attached as Exhibit A – Annual Investment and Plan Consulting Services Scope of Work, in the manner specified therein.

2.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall continue until December 31, 2015 unless it is terminated earlier as provided under Section 7. Fees and Services may be renegotiated upon mutual agreement.

2.2 Duties of Consultant. Consultant shall provide the Services and the Consultant Work Product during the term of this Agreement in accordance with the terms and conditions of this Agreement and the Scope of Work. Consultant will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this Agreement and any Scope of Work. Without limiting the foregoing, Consultant shall: (i) keep Client advised of the progress of the delivery of the Services and the status of the Deliverables: (ii) permit any designated representative of Client periodically to review the work of Consultant personnel performing Services and preparing Deliverables; (iii) perform the Services in a timely manner and provide the Deliverables in accordance with the Scope of Work; and (iv) keep accurate records of work performed, evidence of which Consultant shall provide to Client upon Client's request.

2.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement and the duties and responsibilities under this Agreement shall not be subcontracted to any other person or entity, in whole or in part, without Client's prior written approval. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.

2.4 Changes to Scope of Work. Client may at any time by written notice make changes within the general reach of any Scope of Work, and if agreed in writing by Consultant, the Consultant shall proceed without delay to perform the Scope of Work as changed. However, should any change to a Scope of Work result in a material change to the performance, schedule or cost of the Scope of Work, Client and the Consultant shall enter into an amendment of the Scope of Work signed by both parties before providing Services, Deliverables and or Company Work Product to Client.

SECTION III - COMPENSATION:

3.1 Annual Consulting Services. Consultant shall be paid a sum not to exceed $46,000 annually in accordance with the Scope of Work for the Services, Deliverables and Consultant Work Product. Client shall make quarterly payments of $11,500 and such payments shall be Consultant's sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the Consultant Work Product. Consultant shall invoice Client at the address listed in this agreement for the Services, Deliverables or Company Work Product and shall be paid net thirty (30) days from date of an accurate invoice or receipt of Services, Deliverables or Company Work Product, whichever occurs later.

SECTION IV - CONSULTANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Consultant represents, warrants and covenants as follows:

4.1 Compliance with applicable law. Throughout the term of this Agreement, Consultant, its employees and authorized agent(s): (i) shall comply with all applicable state and local laws, regulations, rules, and federal orders respecting the performance by Consultant of its duties and responsibilities under this Agreement; and (ii) shall obtain and maintain all licenses, permits and approvals required by any federal, state or local licensing, regulatory, or other agency or authority for performance of the work required by this Agreement or the Scope of Work.

4.2 Use of qualified personnel. Consultant will use qualified individuals with suitable training, experience, capabilities, skill and licenses to perform its obligations under this Agreement.

4.3 Quality of Work. Consultant will perform this Agreement and any Scope of Work hereunder in a manner consistent with industry standards reasonably applied to the performance of such work. The Services and Consultant Work Product provided hereunder shall (i) be of good and marketable quality; (ii) be free from all defects in design, materials, workmanship, performance and title; and (iii) meet the applicable specifications, samples, descriptions and requirements specified in the Scope of Work and this Agreement.

SECTION V - STATUS OF CONSULTANT:

5.1 Independent Contractor. Client and Consultant are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee of one party be deemed to be the employee of the other for any purpose. Nothing herein shall be construed as implying a joint venture, agency, employer-employee of partnership relationship between the parties hereto. Consultant is solely responsible for all of its own taxes, withholdings, and other similar statutory obligations related to this Agreement and the Scope of Work.

SECTION VI - LEGAL:

6.1 Governing Law. This Agreement will be governed and interpreted in accordance with the laws of the State of California and applicable federal law.

6.2 Force Majuere. Neither party shall be liable for any delay or failure in performance due to acts of God, earthquake, flood, riots, fire, epidemics, war or terrorism. Each party shall immediately notify the other party of the occurrence of such an event affecting such party and shall use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

6.3 Legal Proceedings. Consultant will have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.

SECTION VII - TERMINATION, MODIFICATION AND EXTENSION:

7.1 Termination. Client may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to Consultant. In the event of a termination under this subsection, Consultant shall immediately cease work on the terminated matter(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed. In the event of a termination of this Agreement for any reason, Consultant shall be obligated to deliver, and Client will be obligated to pay Consultant for, only Services and Consultant Work Product actually performed or prepared by Company prior to the date of termination, and delivered to and accepted by Client within a reasonable time after the effective date of termination. Client, however, may condition payment of such compensation upon Consultant delivering to Client any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Client in connection with this Agreement.

7.2 Transition. Consultant shall, if requested by Client take all reasonable steps to achieve an orderly transition upon termination and provide reasonable training for Client or third party personnel.

7.3 Amendments. The parties may amend this Agreement upon mutual written agreement.

SECTION VIII - GENERAL:

8.1 Employer Securities. If the Plans are permitted to hold "employer securities" (as defined at ERISA § 407(d)(I)) or real property, Consultant will not have any role or responsibility, either arising from this Agreement or otherwise, to advise you or any other fiduciary with respect to the decision to invest, hold or dispose of such employer securities or real property. Client will indemnify, defend and hold Consultant harmless from any claim, liability or expense relating to the employer securities and real property held by the Plan.

8.2 Proxy Voting. Consultant does not exercise proxy voting authority over client securities. The obligation to vote client proxies at all times rests with the Client. However, Client is not precluded from contacting Consultant for advice or information about a particular proxy vote. Consultant will not be deemed to have proxy voting authority as a result of providing such advice to Client.

Should Consultant inadvertently receive proxy information for a security held in the Plan's account, Consultant will immediately forward such information to Client, but will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, Consultant will make a good faith and reasonable attempt to forward proxy information inadvertently received by Consultant on the Client's behalf to the forwarding address that the Client provides to Consultant.

8.3 Risk. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Plan's investment objectives will be achieved. Consultant will not be liable for any error in judgment and/or for any investment losses in the absence of malfeasance, negligence or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights, which Client may have under applicable state or federal law, including without limitation state and federal securities laws.

8.4 Confidentiality. In connection with the performance of Consultant's services under this Agreement, we will hold any confidential information received from Client in strict confidence. Consultant will not disclose such information to any third party, except in compliance with Consultant's privacy policy, as necessary to perform Consultant's services on Client's behalf, or as required by law. Client also agrees that Client will respect the proprietary nature of Consultant's work product, and only disclose our advice, reports and recommendations to others in a manner consistent with the intended purposes of Consultant's engagement.

8.5 No Waiver. No waiver of rights under this Agreement or the Scope of Work hereunder by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

8.6 Assignment. Neither this Agreement nor any rights under this Agreement (nor any Scope of Work hereunder), other than monies due or to become due, shall be assigned or otherwise transferred by Consultant (by operation of law or otherwise) without the prior written consent of Client.

8.7 Severability. In the event that any of the terms of this Agreement or any Scope of Work hereunder or the performance of any obligation by either party thereunder becomes or is declared to be illegal by any court of competent jurisdiction or other governmental body, such term(s) shall be null and void and shall be deemed deleted from this Agreement or the Scope of Work. All remaining terms of this Agreement shall remain in full force and effect.

8.8 Entire Agreement. This Agreement and the Scope of Work expressly incorporated herein, are the complete agreement between the parties hereto concerning the subject matter of this Agreement and replace any prior oral or written communications (including invoices) between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of the parties hereto.

8.9 Acknowledgement of Receipt of Part II Form ADV. Client acknowledges that it has received and has had an opportunity to read Consultant's firm brochure (Form ADV, Part 2A) and applicable brochure supplements (Form ADV, Part 2B) prior to, or at the time of, entering into this Agreement.

8.10 Acknowledgement of Receipt of Privacy Notice. Client acknowledges that it has received and has had an opportunity to read Consultant's privacy notice prior to, or at the time of, entering into this Agreement.

8.11 Insurance Requirements. Consultant will take out and maintain during the life of the Agreement Workers Compensation Insurance, Automobile and General Liability Insurance, and Professional Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement.

The amounts of insurance shall be not less than the following:

$1,000,000/Occurrence Bodily Injury, Property Damage- Automobile.

$1,000,000/Occurrence Bodily Injury, Property Damage- General Liability.

$3,000,000 Professional Liability Insurance (Errors and Omissions)

The following coverages or endorsements must be included in the policies:

(1) District and its Directors, officers and employees are additional insured's in the policy(ies) as to the work being performed under this Agreement;

(2) The policy(ies) is(are) written on an occurrence basis;

(3) The policy(ies) cover(s) personal injury (libel, slander and trespass) liability;

(4) The policy (ies) shall not be canceled or materially altered unless 30 days' written notice is given to the DISTRICT.

East Bay Municipal Utility District	**Hyas Group, LLC**
Signature:	Signature: 
Name: Alexander R. Coate	Name: Jayson Davidson, CFA
Title: General Manager	Title: Managing Partner, Director of Consulting Services
Date:	Date: January 26, 2015
Phone: (510) 287-0101	Phone: (971) 634-1501
Mobile: (510) 867-5305	Mobile: (503) 360-3510
Fax: (510) 287-0188	Fax: (971) 275-1856
Email: acoate @ebmud.com	Email: jdavidson@hyasgroup.com
Mailing Address: East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623	Mailing Address: Hyas Group, LLC 108 NW 9th Avenue, Suite #203 Portland, OR 97209

EXHIBIT A
ANNUAL INVESTMENT AND PLAN CONSULTING SERVICES - SCOPE OF WORK

Annual Investment Policy Statement Review and Maintenance

- Review Statement with Committee regarding purpose, content and maintenance
- Assure that Statement reflects investment goals and objectives
- Revise Statement as needed to reflect changes in investments, processes and standards
- Present draft revised Statement for review, final edits and adoption

Quarterly Plan and Investment Performance Reporting

- Provide market performance update including domestic, and international markets
- Contrast performance to Policy requirements
- Evaluate overall Plan performance vs. benchmarks, analyze Plan cash-flow dynamics
- Perform Complete Fee and Expense Analysis
- Report on any developing Plan and investment related due diligence issues or changes that may materially impact the Plans
- If requested, make recommendations to replace or retain investment managers as warranted

Annual Review of Plan Design and Operations

- Monitor participant decision-making at retirement
- Advise Plan Sponsor regarding trends in participant behavior
- Advise Plan Sponsor of emerging products and methods seeking to optimize participant outcomes
- Identify "Best Practices" in Plan design and operations and advise Plan Sponsor of them
- Review proposed new investment products for performance, risk, quality and cost

On-Going Due-Diligence Research

- Monitor investment provider firms and management personnel
- Report on changes in manager firm financial health, ownership, and key personnel
- Monitor Plan's Third Party Administrator business, financial and regulatory status
- Report on changes that may materially impact the Plans

Participant Communications Materials Development

- Assist Committee with developing communications to participants regarding investment changes
- Assist Committee with communicating to participants regarding various Plan initiatives, such as fee model changes, retiree education programs, etc.
- Assist Committee in developing and implementing communication initiatives in partnership with the Plan's Third Party Administrator

Regulatory, Legal and Compliance Monitoring and Updating

- Monitor and Report on adopted and proposed Federal and State regulatory changes
- Monitor and Report on court rulings and actions that may impact the Plans and Plan fiduciaries

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Hyas Group, LLC -
Privacy Notice

We, like other professionals who advise on personal financial matters are required to inform our clients of our policies regarding the privacy of client information.

In the course of providing our clients with certain advice, we may receive nonpublic or personal financial information from our clients, their accountants and other representatives, such as financial statements, tax and income information and other financial information. All nonpublic or personal information that we receive regarding our clients or former clients is held in strict confidence in accordance with our professional obligations, and is not released to people outside the Firm, except with your consent or as required by law or to explain our actions to professional organizations that we are members of. We may share certain information with non-affiliated third parties who assist us in providing our services to you (such as administrative and client service functions) or marketing services, to advise you of our services, subject to the obligation of these third parties not to use or disclose such information for any other purpose.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases to comply with professional guidelines. In order to guard your nonpublic or personal information from unauthorized disclosure, we maintain physical, electronic and procedural safeguards.



Form ADV Part 2A, Firm Brochure

Hyas Group, LLC

108 NW 9th Avenue, Suite 203
Portland, OR 97209
971-634-1500

SEC File No. 801-69938
CRD Number 149122

March 24, 2014

This brochure provides information about the qualifications and business practices of Hyas Group LLC ("Hyas" or "Adviser".) If you have any questions about the contents of this brochure, please contact us at 971-634-1500 or mruppelt@hyasgroup.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Hyas Group, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Hyas Group is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Material Changes Pursuant to SEC Rules, this Brochure is reviewed on an ongoing basis for necessary revisions. The only change made to our previous annual update is an update of client assets under management referenced on page 2.

Pursuant to SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Michelle Ruppelt, Chief Compliance Officer at 971-634-1508 or mruppelt@hyasgroup.com.

Additional information about Hyas is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Hyas who are registered, or are required to be registered, as investment adviser representatives of Hyas.

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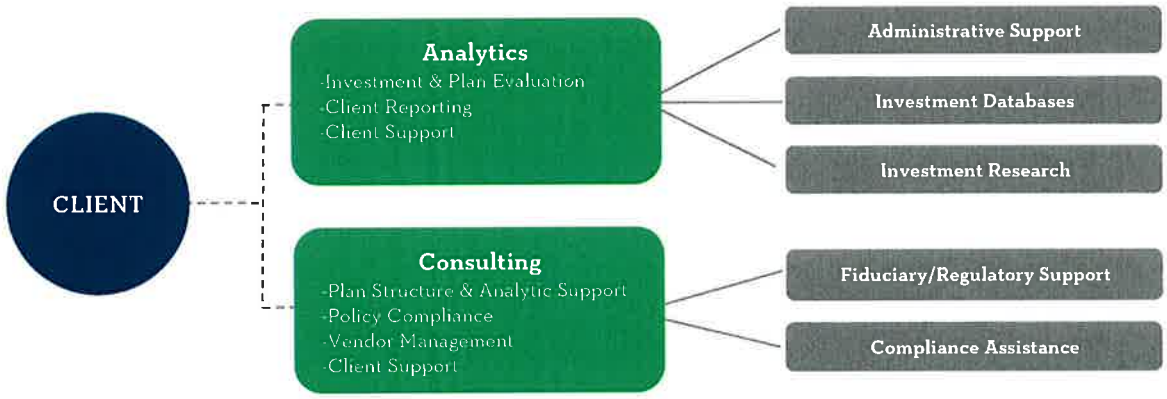
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Item 4 - Advisory Business

The Hyas Group is an independent investment consulting firm that provides services largely to institutional investors including defined contribution and defined benefit retirement plan clients along with endowments and foundations. Founded in 2008, the firm is structured as a Limited Liability Company (LLC) and is wholly owned by three senior consulting partners. The firm has only one line of business, the investment consulting business. The sole office location is in Portland, Oregon and there are no Hyas Group parents, subsidiaries or affiliates.

The Hyas Group partners have over 45 years of combined experience serving clients in an institutional investment consulting capacity and the firm has been providing investment consulting services since its founding. The Hyas Group offers a wealth of consulting experience to all major plan structures. Corporate, governmental and non-profit plan sponsors have all sought the analytical skills and fiduciary support services offered by the firm.

The overall organizational structure is summarized as follows:



Advisory Services and Fees

Hyas Group, LLC. ("Hyas Group") provides two primary types of services, described below, through its Investment Advisor Representatives (IARs). Our clientele includes committee directed plans such as Defined Benefit Pension Plans and OPEB Trusts, and participant direct plans such as 401, 403(b) and 457 Plans.

Investment Advisory Services

Hyas performs a broad array of investment advisory services for its clients. Not all clients choose to receive all potential services. The potential services include, but are not limited to, review of an existing investment policy statement or assistance in creating an investment policy statement, plan performance reporting, asset allocation modeling, analysis of current investment options and portfolio structure, portfolio rebalancing and investment manager searches.

We also offer discretionary portfolio management services. When utilizing this service, as with all clients, we work with them to create and/or review their investment policy statement, review their current asset allocation, investment manager allocation and manager performance. The ongoing manager selection and strategic rebalancing within the investment policy ranges are managed inhouse by the Hyas Group.

Advice and Consulting not Involving Securities

Many of the services that Hyas Group performs for clients are not investment advisory in nature. These services include, but are not limited to, consulting with investment committees, pension plan review and analysis, fiduciary education and training, plan fee and revenue analysis, vendor search projects, and reporting on investments and pension plan results. The specific services that Hyas Group performs for a client are described in a written agreement with each client.

Hyas Group currently advises approximately $12 billion in client assets. Hyas Group has discretion over approximately $19.4 million in client assets.

Item 5 - Fees and Compensation

Hyas Group charges some clients a fee based upon the size or value of assets under the advice relationship which may include portfolios that are a part of overall assets. Assets will be valued on the last day calendar quarter. Quarterly fees are calculated and charged in arrears, after services have been performed. The actual rate would vary depending upon the scope of services the client requests Hyas Group to perform. This fee is described in the written agreement entered into between the client and Hyas Group.

The client acknowledges and agrees that fees payable to Hyas Group may if the client desires to do so, be automatically deducted from the client's account.

In cases when the advisory agreement does not span the full billing period, fees are prorated from the date of inception or through the date of termination. The Advisor or client may terminate the investment advisory agreement at any time with written notice to the advisor at their main office.

Fixed Fees

In some cases, Hyas Group will perform services for clients where the cost is set and agreed to with the client in advance of performing the service. The exact cost of the service would depend upon the complexity and scope of the service to be performed. Hyas Group, LLC enters into a written agreement that explains the services to be performed and an estimate of the cost to complete the service. Fees are normally paid upon delivery of the specific work product. If either party terminates the fixed fee engagement, the client is responsible to compensate Hyas Group for work done on a prorata basis, based upon the number of days the services was provided in the quarterly billing period.

Other Fees

The above-referenced fees charged by Hyas Group do not include brokerage commissions and other costs related to the execution of transactions on behalf of clients. Such costs will be paid by advisory

clients in addition to the fees discussed above. Clients are also responsible for asset management fees and plan or account administration fees paid to custodians and broker-dealers. These fees are disclosed in the disclosure document or agreements in the custodian's account opening documents. Clients are also responsible for margin interest, wire transfer fees, safe keeping fees and other special services provided by the broker-dealer, transfer agent, or custodian and disclosed by the custodian at the time the client opens their account(s) or when service is requested.

For some clients, we recommend investment vehicles such as Limited Partnerships or Limited Liability Companies (e.g. real estate, hedge funds). These investments have fees such as annual management fees that the client is also responsible for. Each investment manager states their various fees within the subscription documents and/or offering memorandum.

Investment Company Fees

Investment company funds that are held by clients will bear their own internal transaction and execution costs, as well as directly compensate their investment managers along with internal administrative services. Some funds pay 12b-1 fees, Distribution Fees, and or Shareholder Service Fees to broker-dealers that offer such funds to their clients. These charges affect the Net Asset Value of these fund shares and are thus indirectly borne by fund shareholders such as a Hyas Group client. Some fund companies have imposed a redemption fee. A redemption fee is another type of fee that some funds charge their shareholders when shares are sold or redeemed within a short period of time from the purchase of the fund shares. Although a redemption fee is deducted from redemption proceeds just like a deferred sales load, it is not considered to be a sales load. Unlike a sales load, which is generally used to compensate brokers, a redemption fee is typically used to defray fund costs associated with a shareholder's redemption and is paid directly to the fund, not to a broker. The SEC generally limits redemption fees to 2%. In most cases, the funds will use the "first-in, first-out" (FIFO) method to determine the holding period. Under this method, the date of the redemption will be compared with the earliest purchase date of shares held in the account.

A complete explanation of these charges is contained in the prospectus and "Statement of Additional Information" for each investment company fund. You can get a prospectus from the investment company (through its website or by telephone or mail). Your financial professional or broker can also provide you with a copy.

Item 6 - Performance-Based Fees

It is the Company's policy not to charge clients based upon the performance of their accounts except where the growth in an account will affect an asset based fee (size of the account).

Item 7 - Types of Clients

The Hyas Group provides investment consulting services to municipalities, corporate pension and profit-sharing plans, charitable institutions, foundations, endowments, and high net worth individuals.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

The investment review process at the Hyas Group is continuous and ongoing. Our team reviews mutual funds and other investment vehicles on both a predetermined and impromptu basis. We rely on a number of databases to house our investment return data as well as attribution systems. The databases include mutual funds, commingled funds, insurance products, separate accounts as well as alternative products such as hedge funds.

Our reporting capabilities, analytics resources and manager contacts generally include the following resource tools and data bases:

- Morningstar Direct - which provides extensive mutual fund or separate account data including peer group, performance and holdings information
- Encorr (Ibbotson) proprietary allocation program - which provides asset allocation modeling software for the assessment of pre-mixed portfolios.
- Institutional data-base subscriptions - Barclays Capital (formerly Lehman Brothers), Standard & Poors, Russell and MSCI/Barra all provide data for the compilation of our reports.
- InvestorForce - which provides manager and total plan universe information, index information and software for report production.

These databases can be used for screening a multitude of investment products. The databases make more than 100 screening factors available. Statistical and regression analysis is also performed using the databases. This allows us to analyze portfolios over multiple time periods versus relative benchmarks as well as compare investments on a side-by-side basis. In this quantitative review, we also compare risk and value-add statistics such as standard deviation, alpha, beta and up/down market capture. All of these tools, when taken in concert with an assessment of underlying securities holdings and sector allocations, allow us to feel confident in the total evaluation of the products in which our clients invest.

Our research process is not limited to databases alone. We also provide qualitative assessments of the investment products we recommend to our clients by meeting with investment managers face-to-face and conducting regular conference calls with the individuals responsible for managing and servicing the specific investment vehicles we are evaluating. We feel strongly that active investment performance is driven by skilled people and, therefore, we analyze the manager's philosophy, process and personnel in order to have a firm grasp on the skill sets offered by different managers.

The conversations will typically involve

1) a discussion of the dynamics of the investment team,
2) strategy,
3) firm structure,
4) portfolio construction and
5) performance attributions.

Often these meetings help facilitate frank discussions with the portfolio managers which help us provide the most accurate and up-to-date information available.

While some risk is inherent in any investment, we believe that it is imperative that risk be managed appropriately. Thorough review of volatility and risk adjusted return can also add value when properly considered. For each of our client's available investment options we'll analyze risk-related measures such as beta, standard deviation, alpha, up-market capture and down-market capture. It is our expectation that all funded products provide a competitive risk adjusted return. Therefore each product is reviewed with that expectation in mind.

Investment Strategy

At the outset of our working with a Client, we review a Client's risk profile, portfolio goals and/or requirements (such as income), which results in an Investment Policy Statement (either newly crafted or a review and possible revision of an existing IPS.) As part of that process, we analyze the Asset Allocation of the portfolio, and propose any recommended changes. We then work on implementation of their IPS/Asset Allocation Study, using research methodologies noted previously, identifying and funding managers which we believe to best meet the Client's IPS and risk profile.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. In addition, the investment managers and/or funds that we recommend are also subject to the same domestic and global economic variables, and therefore are subject to the same risk of loss. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way a guarantee of future performance.

Item 9 - Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Hyas Group or the integrity of Hyas Group's management. Hyas Group has no information applicable to this Item.

Item 10 - Other Financial Industry Activities and Affiliations

Hyas Group does not receive revenue from any money management firms, recordkeepers or other retirement plan service providers. Our only compensation is that which we receive directly from our clients.

Hyas Group and its representatives may provide services to clients that are not investment advisory in nature. These services may include reporting on investments and account or plan assets, consulting on noninvestment matters, education, vendor search projects, and performance review and evaluation.

Item 11 - Code of Ethics

Hyas Group has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our supervised persons are expected to adhere strictly to these guidelines. Persons associated with our firm are required to report any violations of our Code of Ethics.

Participation or Interest in Client Transaction

From time-to-time the interests of the principals and employees of Hyas Group may coincide with those of a client. Funds and/or individual securities may be bought, held or sold by a principal or employee of Hyas Group that is also recommended in a model portfolio or held by a client. If potential insider information is inadvertently provided or learned by a principal or employee, it is the policy of Hyas Group to strictly prohibit its use.

It is the policy of Hyas Group to permit the firm, its employees and IARs to buy, sell and hold the same investments that the IAR also recommend to clients. It is acknowledged and understood that Hyas Group performs investment services for various clients with varying investment goals and risk profiles. As such, the investment advice may differ between clients and investments made by Hyas Group IARs. Hyas Group has no obligation to recommend for purchase or sale an investment that Hyas Group, its principals, affiliates, employees or IARs may purchase, sell, or hold. When a decision is made to change an asset allocation recommendation, priority would always be given to the client's orders before those of a related or associated person to the advisor. Hyas Group has procedures dealing with insider trading, employee related accounts, "front running" and other issues that may present a potential conflict when such purchase, sales or recommendations are made. In general, these policies and procedures that are contained in the company's Code of Ethics and Compliance Manual, are intended to eliminate, to the extent possible, the adverse effect on clients of any such potential conflicts of interest.

Pay to Play

In response to the SEC's rule regarding political contributions to candidates and possible pay to play scenarios, it is our policy to allow only up to $350 per election in personal contributions to candidates within one's voting district and $150 per election to an elected official or candidate for whom the individual is not entitled to vote. These are the exceptions for de minimis contributions as defined by the SEC.

Hyas Group will provide a copy of its Code of Ethics to clients or prospective clients upon their request.

Item 12 - Brokerage Practices

Hyas Group does not have any business interests with any brokerage firms nor do they receive any soft dollars or other compensation for recommending any brokerage firms, custodians, mutual funds, or investment managers.

For those accounts over which we have discretion, having the client assets held at one custodian, whether bank, trust company, or brokerage firm, enables us to manage the portfolio, including review, place trades, compile performance reports, and answer client questions, in as efficient manner as possible. If the client doesn't currently have a custodian, we may recommend a custodian, one possible option being Charles Schwab. But as stated above, we receive no compensation for recommending Charles Schwab or any other custodian. Schwab has been recommended as they provide an extensive mutual fund platform and nearly all our investment managers have trading agreements with Schwab. In addition, they have a robust internet presence, including trading software, custodial information easily accessed by Hyas Group and the clients, a strong support staff assisting with trading, client and technology servicing questions and issues.

Trade Allocation

Hyas Group has a Trade Allocation Policy, which addresses allocating securities, including IPOs and Private Placements, and/or recommendations among clients. The formula must provide a fair and equitable basis for allocations and be consistently applied to all clients. Prior to the allocation of securities by Hyas, we will determine if a client's investment objectives and suitability requirements qualify the client for participation in purchasing a specific security, IPO or Private Placement. If the client qualifies for participation in the purchase of a specific security, IPO or Private Placement, Hyas Group will allocate a certain percentage of the total allocation to each qualified client based upon the following formula:

The formula is based upon dividing the total shares or amount allocated by the total number of qualified clients and their assets under management. For example, if the total allocation to Hyas Group is 1,000,000 shares and Hyas Group has ten (10) clients that qualify for a percentage of the allocation and each client has a total of $1,000,000 under management with Hyas Group, each client will receive an allocation of 100,000 shares.

Note that Hyas Group may exclude certain clients from the allocation if the trade allocation would be "de minimus" or so small as not to be in the client's best interest.

Item 13 - Review of Accounts

Performance reports are produced for the client either on a quarterly, semi-annual, or annual basis with the nature and format of the review process matched to the type of plan (Defined Contribution, Defined Benefit, Endowment, etc.) and the unique needs of each client. Frequency of reports is addressed in each client's agreement with Hyas Group. Broadly defined, the process covers a review of the plan's asset allocation or plan construction, individual investment manager and total account performance reviews, plan utilization rates and participant account balances, and review of investment costs. Client reports are designed to clearly reflect manager and account performance relative to the client's specific investment policy. Performance reports contain a comprehensive evaluation of the plan's investment options relative to investment policy. Color graphics illustrates manager diversification, historical asset allocation and performance versus the relevant indices over differing lengths of time. A statistical section provides an analysis of manager characteristics including sector/quality exposure and market

weights. Interpretive text shows how these characteristics impact risk and return and what that means to the investment program.

Our reports include global market commentaries at the end of each calendar quarter. These commentaries provide a broad economic and market overview as well as specific fixed income, equity and international risk and return insight.

Further, the Hyas Group closely monitors plan utilization rates and average participant account balances to assess each plan's investment and structural effectiveness. We provide comparative statistics for similar sized plans as well as a calculated, overall plan and asset class returns for each of our client accounts each quarter. This plan return allows for further comparison of the equity and fixed income participant investment weightings and demonstrates the offered investment options compare, on the whole, to those offered by other clients and industry averages.

The client performance reports are compiled by various analytical staff members of the firm with final reviews completed by Jayson Davidson, Managing Director of Consulting Services and Senior Consultant; Dale Parker, Director of Analytical Services; Brian Loescher, Director of Research; Greg Settle, Senior Consultant; and Scott Faris, Senior Consultant.

Item 14 - Client Referrals and Other Compensation

Hyas Group does not compensate any client or person for client referrals.

Item 15 - Custody

Hyas Group does not maintain custody of client funds or securities. Client assets are held by mutual fund companies, banks, trust companies, brokerage firms, or other custodial institutions.

Item 16 - Investment Discretion

Hyas Group has received discretionary authority from a few clients at the outset of the advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

When selecting securities and determining amounts, Hyas Group observes the investment policies, limitations and restrictions of the clients for which it advises. For registered investment companies, Hyas Group's authority to trade securities may also be limited by certain federal securities and tax laws that require diversifications of investments and favor the holding of investments once made.

Investment guidelines and restrictions must be provided to Hyas Group in writing.

Item 17 - Voting Client Securities

Hyas Group provides investment management services to clients that include, among others, corporate and public pension plans, foundations, and endowments. Unless otherwise stated in the client agreement, Hyas does not vote proxies for clients. For those clients over which Hyas has discretion and

therefore has proxy voting authority, Hyas considers proxy voting an important part of those management services. As such, Hyas seeks to vote the proxies of mutual funds and/or securities held by clients in the best interest of those clients.

Hyas believes the best interests of clients are served by voting proxies in a way that maximizes long term shareholder value. Therefore, the investment professionals responsible for voting proxies have the discretion to make the best decision given the individual facts and circumstances of each issue. Proxy issues are evaluated on their merits and considered in the context of the professional's knowledge of a mutual fund or company, its current management, management's past record and Hyas's general position on the issue.

As the management of a portfolio company is responsible for its day-to-day operations, Hyas believes that management, subject to the oversight of the relevant board of directors, is often in the best position to make decisions that serve the interest of shareholders. However, Hyas votes against management on proposals where it perceives a conflict may exist between management and client interests, such as those that may insulate management or diminish shareholder rights. Hyas Group also votes against management in other cases where the facts and circumstances indicate that the proposal is not in its clients' best interests.

Upon client request, Hyas will provide reports of its proxy voting record as it relates to the securities held in the client's account(s) for which Hyas has proxy voting authority.

Item 18 - Financial Information

Hyas Group does not require or solicit prepayment of more than $1,200 in fees per client, six months or more in advance.

Additionally, we must disclose any financial condition that could impair our ability to fulfill our agreement with our clients. Hyas Group has no such financial condition to disclose. Neither have we even been the subject of any bankruptcy proceeding.

Additional Information

Privacy Statement

We, like other professionals who advise on personal financial matters are required by federal law to inform their clients of their policies regarding the privacy of client information.

In the course of providing our clients with certain advice, we may receive nonpublic personal financial information from our clients, their accountants and other representatives, such as financial statements, tax returns and other personal information. All nonpublic personal information that we receive regarding our clients or former clients is held in strict confidence in accordance with our professional obligations, and is not released to people outside the Firm, except with your consent or as required by law or to explain our actions to professional organizations that we are members of. We may share certain information with third parties who assist us in providing our services to your (such as administrative and client service functions) or marketing services, as permitted by law, subject to the obligation of these third parties not to use or disclose such information for any other purpose.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases to comply with professional guidelines. In order to guard your nonpublic personal information from unauthorized disclosure, we maintain physical, electronic and procedural safeguards.

If your financial situation, goals or risk tolerance has changed since you last notified us in writing, please contact us immediately.



Form ADV Part 2B,
Brochure Supplement

Hyas Group, LLC

108 NW 9th Avenue, Suite 203
Portland, OR 97209
971-634-1500

SEC File No. 801-69938
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March 24, 2014

This brochure provides information about the qualifications and business practices of Hyas Group LLC ("Hyas" or "Adviser".) If you have any questions about the contents of this brochure, please contact us at 971-634-1500 or mruppelt@hyasgroup.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Hyas Group, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Hyas Group is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 1

Jayson Allen Davidson

This Brochure Supplement provides information about Jayson Davidson that supplements the Hyas Group, LLC Brochure. You should have received a copy of that Brochure. Please contact Michele Ruppelt, Chief Compliance Officer, if you did not receive Hyas Group's Brochure or if you have any questions about the contents of this supplement.

Additional information about Jayson Davidson is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience
Born: 1973
Education after High School: Bachelor of Science, University of California at Berkeley, 1996

Business background:
2008 - present, Managing Partner and Director of Consulting Services at Hyas Group, LLC.
2002 - 2008, Senior Investment Consultant at Arnerich Massena & Associates.
1997 - 2002, Consultant at ICMA-RC

Professional Designations: Mr. Davidson has earned the right to use the Chartered Financial Analyst (CFA) designation. Additionally, he is a member of the Charter Financial Analyst (CFA) Institute and the National Association of Government Defined Contribution Administrators (NAGDCA). He currently serves on the NAGDCA Annual Conference Committee.

Item 3- Disciplinary Information
Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice.
No information is applicable to this Item.

Item 4- Other Business Activities
No information is applicable to this Item.

Item 5- Additional Compensation
No information is applicable to this Item.

Item 6 - Supervision
Mr. Davidson's work, including investment advice and interaction with clients is monitored periodically by review of his client's performance reports, written correspondence and e-mail, by the Chief Compliance Officer, Michelle Ruppelt.

Item 1

Brian James Loescher

This Brochure Supplement provides information about Brian Loescher that supplements the Hyas Group, LLC Brochure. You should have received a copy of that Brochure. Please contact Michelle Ruppelt, Chief Compliance Officer if you did not receive Hyas Group's Brochure or if you have any questions about the contents of this supplement.

Additional information about Brian Loescher is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience
Born: 1969
Education after High School: Bachelor of Science, Finance, University of Nebraska, 1993

Business background:
2009 - present, Managing Partner, CIO and Director of Research at Hyas Group, LLC.
1999 - 2009, Director of Research at Arnerich Massena & Associates.
1997 - 1999, Research Analyst at R.V. Kuhns & Associates
1995 - 1997, Performance Systems specialist, West One Trust Co.

Professional Designations: Mr. Loescher has earned the right to use the Chartered Financial Analyst (CFA) designation and is a member of the Portland Society of Financial Analysts, Portland Alternative Investment Association and the CFA Institute.

Item 3- Disciplinary Information
Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities
No information is applicable to this Item.

Item 5- Additional Compensation
No information is applicable to this Item.

Item 6 - Supervision
Mr. Loescher's work, including investment advice and interaction with clients is monitored periodically by review of his client's performance reports, written correspondence and e-mail, by the Chief Compliance Officer, Michelle Ruppelt, and Director of Consulting Services, Jayson Davidson.

Item 1

Gregory Thomas Settle

This Brochure Supplement provides information about Greg Settle that supplements the Hyas Group, LLC Brochure. You should have received a copy of that Brochure. Please contact Michelle Ruppelt, Chief Compliance Officer if you did not receive Hyas Group's Brochure or if you have any questions about the contents of this supplement.

Additional information about Greg Settle is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience
Born: 1957
Education after High School: Bachelor of Science, Portland State University, 1983

Business background:
2010 - present, Investment Consultant at Hyas Group, LLC.
2008 - 2010, Consultant at Aon Investment Consulting
2007 - 2007, Consultant at Northwest Capital Management
1992 - 2007, Consultant (1992-1996) and Vice President (1997-2007) at ICMA RC
1988 - 1992, Director, Deferred Compensation Plan Services, The New England Co.
1984 - 1988, Representative, The Holden Group/Security First Group

Professional Designations: Mr. Settle has passed the Chartered Financial Analyst (CFA) Exam 1 (of 3). Additionally he is a member of National Association of Government Defined Contribution Administrators (NAGDCA). He currently holds the Ser. 65 license and has passed the NASD Series 7, 63 and 28 exams, though those designations were allowed to lapse when Mr. Settle entered the consulting industry in 2007. He currently serves on the NAGDCA Survey Committee.

Item 3- Disciplinary Information
Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities
No information is applicable to this Item.

Item 5- Additional Compensation
No information is applicable to this Item.

Item 6 - Supervision
Mr. Settle's work, including investment advice and interaction with clients is monitored periodically by review of his client's performance reports, written correspondence and e-mail, by the Chief Compliance Officer, Michelle Ruppelt, and Director of Consulting Services, Jayson Davidson.

Item 1

Scott Allen Faris

This Brochure Supplement provides information about Scott Faris that supplements the Hyas Group, LLC Brochure. You should have received a copy of that Brochure. Please contact Michelle Ruppelt, Chief Compliance Officer if you did not receive Hyas Group's Brochure or if you have any questions about the contents of this supplement.

Additional information about Scott Faris is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience
Born: 1953
Education after High School: Bachelor of Science, Montana State University, 1977
J.D., William Mitchell College of Law, 1988

Business background:
2011 - present, Investment Consultant at Hyas Group, LLC.
2008 - 2011, Consultant, Towers Watson Investment Services
2005 - 2008, Consultant, Principal, Northwest Capital Management
1997 - 2005, Consultant, Arnerich Massena & Associates
1990 - 1997, Associate, William M. Mercer

Professional Designations: Mr. Faris has earned the right to use the Chartered Financial Analyst (CFA) designation. Additionally, he is a member of the Chartered Financial Analyst (CFA) Institute and the Western Pension & Benefits Conference.

Item 3- Disciplinary Information
Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities
No information is applicable to this Item.

Item 5- Additional Compensation
No information is applicable to this Item.

Item 6 - Supervision
Mr. Faris' work, including investment advice and interaction with clients is monitored periodically by review of his client's performance reports, written correspondence and e-mail, by the Chief Compliance Officer, Michelle Ruppelt, and Director of Consulting Services, Jayson Davidson.

Item 1

P. Vincent Galindo

This Brochure Supplement provides information about Vincent Galindo that supplements the Hyas Group, LLC Brochure. You should have received a copy of that Brochure. Please contact Michelle Ruppelt, Chief Compliance Officer if you did not receive Hyas Group's Brochure or if you have any questions about the contents of this supplement.

Additional information about Vincent Galindo is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience
Born: 1970
Education after High School: Bachelor of Arts, University of California at Berkeley, 1995

Business background:
2014 - present, Investment Consultant at Hyas Group, LLC.
2005 - 2014, Investment Consultant, Arnerich Massena & Associates
2004 - 2005, Education Consultant, Arnerich Massena & Associates
2003 - 2004, Investor Information Coordinator, Oregon Division of Finance & Corporate Securities
2001 - 2003, Financial Advisor, Waddell & Reed Inc.
1999 - 2001, Analyst, Thomas Weisel Partners

Item 3- Disciplinary Information
Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities
No information is applicable to this Item.

Item 5- Additional Compensation
No information is applicable to this Item.

Item 6 - Supervision
Mr. Galindo's work, including investment advice and interaction with clients is monitored periodically by review of his client's performance reports, written correspondence and e-mail, by the Chief Compliance Officer, Michelle Ruppelt, and Director of Consulting Services, Jayson Davidson.