



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

Grant Goold  
Board President  
Division 2

Ted Wood  
Board Vice President  
Division 4

Jennifer Sheetz  
Board Secretary  
Division 5

Cinthia Saylors  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

D'Elman Clark  
Board Member  
Division 6

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
Board Member  
Division 9

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, April 25, 2024 – 6:00 PM  
Sacramento Metropolitan Fire District

10545 Armstrong Avenue  
Board Room – Second Floor  
Mather, California

&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

*The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.*

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To view the meeting via the Zoom Application, please click on the link above.

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Marni Rittburg  
Board Clerk  
(916) 859-4305  
[rittburg.marni@metrofire.ca.gov](mailto:rittburg.marni@metrofire.ca.gov)

The Board will convene in open session at 6:00 p.m.

Serving Sacramento and Placer Counties



## Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

REGULAR BOARD MEETING

THURSDAY, APRIL 25, 2024

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays at 2:00 p.m. on Sunday, April 28, 2024 and again at 6:00 p.m. on Monday, April 29, 2024, on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

### PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA:

The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to **three (3) minutes** (Per Section 31 of the Board of Directors Policies and Procedures).

*In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.*

### CONSENT ITEMS:

*Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.*

### CONSENT ITEMS

Page No.

1. Action Summary Minutes	5
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of March 28, 2024.	
2. Renewal of AMR Agreement for Ambulance Services	10
Recommendation: Approve a contract renewal with AMR and authorize the Fire Chief or his designee to execute the renewal agreement.	



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REGULAR BOARD MEETING

THURSDAY, APRIL 25, 2024

## ACTION ITEMS:

1. Adopt Resolution – Request for Proposal (RFP) Award Recommendation 13  
**RFP 24-01 Deferred Compensation Consulting Services**  
(Captain Dustin Rodrigues)  
**Recommendation:** Adopt Resolution authorizing the deferred compensation committee Chairperson, Mitchell Thomas, to execute and administer an agreement materially similar to the draft attached with the highest ranked proposer, Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors, LLC.
2. Industrial Disability Retirement – Brian Watley \*\*  
(Deputy Chief Bailey)  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Brian Watley has suffered job related injuries and is eligible for an Industrial Disability Retirement.

## REPORTS:

1. **PRESIDENT'S REPORT** — (*President Goold*)
2. **FIRE CHIEF'S REPORT** — (*Chief House*) — **No Report**  
**OPERATIONS REPORT** — (*Deputy Chief Mitchell*) — **No Report**  
**ADMINISTRATIVE REPORT** — (*Deputy Chief Bailey*) — **No Report**  
**SUPPORT SERVICES REPORT** — (*Deputy Chief Wagaman*) — **No Report**
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** — (*Captain Sean Scollard, Local 522 Vice President*)
4. **COMMITTEE AND DELEGATE REPORTS**  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. **Executive Committee** – (*President Goold*)  
Next Meeting: TBD
  - B. **Communications Center JPA** – (*AC Greene*)  
Next Meeting: April 23, 2024 at 9:00 AM
  - C. **Finance and Audit Committee** – (*Director Jones*)  
Met Today  
Next Meeting: May 23, 2024 at 5:30 PM
  - D. **Policy Committee** – (*Director Costa*)  
Next Meeting: May 9, 2024 at 5:30 PM



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REGULAR BOARD MEETING

THURSDAY, APRIL 25, 2024

### BOARD MEMBER QUESTIONS AND COMMENTS

#### CLOSED SESSION:

The Board will convene in closed session to meet on the following matters:

1. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Industrial Disability Retirement.

1. Brian Watley and the Sacramento Metropolitan Fire District  
Claim # 4A2208B0Z9F-0001 – Industrial Disability Retirement –  
Ty Bailey, Deputy Chief Administration

#### CLOSED SESSION REPORT OUT

#### ADJOURNMENT

#### NEXT BOARD MEETING(S):

*Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Mather, CA*

- Regular Board Meeting – May 9, 2024 at 6:00 PM

Posted on April 22, 2024, by 4:30 p.m.

A handwritten signature in blue ink that reads "Marni Rittburg".

Marni Rittburg, CMC, CPMC

Clerk of the Board

\*\* No written report

\*\* **FOF** Separate Attachment

#### DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, March 28, 2024

Held at the following locations:

10545 Armstrong Avenue – Board Room  
Mather, California  
&  
Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Goold. Board members present: Clark, Costa, Goold, Jones, Rice, Sailors, Sheetz, Webber and Wood. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

Public comments were not received.

### CONSENT ITEMS

Moved by Director Wood, seconded by Costa and carried unanimously by members present to adopt the consent calendar as follows:

#### 1. Action Summary Minutes

**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of February 22, 2024.

**Action:** Adopted Minutes.

#### 2. Adopt Resolution – Second Amendment – Mobile Integrated Health Services Agreement

**Recommendation:** Adopt Resolution authorizing the Fire Chief or his designee to execute and administer the second amendment to the agreement.

**Action:** Adopted Resolution.

### PRESENTATION ITEMS

#### 1. Capital Improvement Program Update

(Administrative Analyst Erin Castleberry)

**Recommendation:** Receive presentation.

**Action:** Presentation received.

## ACTION ITEMS

### 1. Industrial Disability Retirement – Engineer Holly Wagner

(*Deputy Chief Bailey*)

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Holly Wagner has suffered job related injuries and is eligible for an Industrial Disability Retirement.

**Action:** Moved by Director Clark, seconded by Rice, and carried unanimously by members present to adopt the Resolution, finding Holly Wagner has suffered job related injuries incapacitating her for the performance of duties as an Engineer.

## REPORTS

### 1. PRESIDENT'S REPORT - (*President Goold*)

No Report

### 2. FIRE CHIEF'S REPORT — (*Chief House*)

**Good evening, President Goold, Directors, Colleagues, and Members of the Public.**

#### 1. New Hire

a. Operations Data Analyst Candace McCown introduced herself to the Board.

#### 2. Promotions

a. Congratulations to Chris Gregory and Tyler Oshiro on their promotion to Captain effective April 1.

#### 3. Fresno Training Symposium

- The *Fresno Training Symposium*, hosted by the CA Training Officers, is an annual conference that emphasizes training excellence, firefighter safety, and shaping tomorrow's fire service, today.

- a. I am happy to announce that 30 of this year's conference instructors were Metro Fire members, and an additional 12 members attended (including 3 from the Executive Team).

## **OPERATIONS REPORT – (*Deputy Chief Mitchell*)**

### 1. Shift Commander Spotlight

AC Fiorica introduced BC Gonsalves of Battalion 5 and Captain Katsuyoshi of Engine 24. Captain Katsuyoshi spoke about the 33rd annual Leukemia and Lymphoma Society Firefighter Stair Climb. This event is known as the world's largest firefighter on-air stair climb race.

## **ADMINISTRATIVE REPORT – (Deputy Chief Bailey)**

No Report

## **SUPPORT SERVICES REPORT – (Deputy Chief Wagaman)**

No Report

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Captain Sean Scollard, Local 522 Representative)**

Captain Scollard announced new addition to his family, a baby girl. He introduced Captain Brett Randle, newly elected Deputy Director. Captain Randle will be taking over the Health and Wellness initiative. Captain Scollard stated he attended the Workers' Compensation Ad Hoc Committee today. Director Rice stated he walked out of the meeting today and will no longer sit on the Ad Hoc Committee.

### **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

#### **A. Executive Committee – (President Goold)**

President Goold reported the committee met tonight and appointed Director Clark to the Policy Committee.

#### **B. Communications Center JPA – (AC Greene)**

#### **SRFECC BOD Report 3/28/24**

- Employee Recognitions
  - Celebrating one year is Abby Castillo, Jennifer Hottal, Natalie Beletskiy, Lauren Beck, Mary White and Lenny Sina.
  - Celebrating 2 years is Olivia LaFace, Julia McDaniel and Megan Wright.
  - Celebrating 12 years is Roman Kukharets.
  - Congratulates to Dispatcher Laura Macias' 20 years of service and retirement this month, praising and thanking her for her dedication to excellence in supporting our teams well as our field personnel and community members with kindness and respect.
  - Congratulated to Operations Manager Julee Todd on her 21-year service anniversary.
- Announced completion of restroom remodel, commencement of bullpen remodel and fencing project.
- SRFEC Board Up Program Selected Contractors, Contract years 2024-2027 (*in no particular order*)
  - Regional Builders, Inc.

- Belfor Property Restoration
    - DH Construction
    - Duarte Construction Golden State Construction
    - Kustom US, Inc. (Formerly known as Five Star Restoration & Construction)
  - President Goold requested a short presentation of the work that takes places at the facility at a future meeting.
  - Next meeting April 9, 2024
- C. **Finance and Audit Committee – (Director Jones)**  
No Report
- D. **Policy Committee – (Director Costa)**  
No Report

### **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Webber attended the Retiree Dinner recently, great event. Attended the Station 62 Dedication today for Firefighter Dean Baker and Firefighter Kevin Printz. Nice dedication and the families were very moved.

Director Costa thanked Captain Sean Scollard for his report and the Workers' Compensation data.

Director Jones expressed a big thank you to CRRD and Jenna Kendrick for assisting a concerned citizen on a Friday at the end of the day.

Director Wood echoed the sentiments of his fellow Board members and thanked staff for putting together the station dedication.

President Goold reminded the Board that a Workers' Compensation 101 will be held on April 25<sup>th</sup> immediately following the Board meeting. If you are interested in sitting on the Ad Hoc Committee, please reach out to Director Webber.

### **CLOSED SESSION:**

The Board recessed to Closed Session at 7:04 PM on the following matters:

**1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (a) – ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT:**

1. Holly Wagner and the Sacramento Metropolitan Fire District  
Claim #4A21120CFYJ-0001 – Industrial Disability Retirement – Ty Bailey, Deputy Chief, Administration

**2. CONFERENCE WITH LABOR NEGOTIATORS – CALIFORNIA GOVERNMENT CODE SECTION 54957.6**

1. Agency designated representatives Ty Bailey and Lisa Charbonneau. Employer/Employee Relations Resolution for Recognized Employee Organizations

**CLOSED SESSION REPORT OUT:**

The Board reconvened to open session at 7:44 p.m. General Counsel Lavra reported the Board met in closed session on two items, 1. Industrial Disability Retirement of Holly Wagner, no reportable action. 2. Conference with Labor Negotiators on Employer/Employee Relations Resolution, no reportable action.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2024-03-28-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

**ADJOURNMENT**

The meeting was adjourned at 7:46 p.m.

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Grant Goold, President

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Jennifer Sheetz, Secretary

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Marni Rittburg, CMC, Board Clerk



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** April 25, 2024  
**TO:** Board of Directors  
**SUBJECT:** Renewal of AMR Agreement for Ambulance Services

## TOPIC

Request to authorize the approval of a contract renewal with American Medical Response (AMR), to renew the term through June 30, 2025.

## BACKGROUND

On July 1, 2020, The Sacramento Metropolitan Fire District (District) executed an Agreement for Ambulance Services with AMR to provide supplemental ambulances into our EMS system. The Agreement was subsequently amended several times since then to make adjustments in number of units, unit hour cost updates, and term extensions, pursuant to the terms and conditions of the Agreement. The current term of the Agreement is set to expire on June 30, 2024.

## DISCUSSION

Section 01 ("Term") of the Agreement provides that the Agreement may be renewed for no more than two (2) additional one (1) year terms after the Initial Term. The District exercised its first extension effective July 1, 2023 and desires to further exercise its option to extend for a final one (1) year term through June 30, 2025. The number of units (10 ambulances) will not change.

## FISCAL IMPACT

The proposed unit hour cost for the extended term is \$182.37, which reflect a 6% escalation adjustment from the previous term to reflect market escalation. Staff anticipates that the increase in cost will be fully offset by cost recovery. The revised contract cost will be included into the proposed FY2024/25 Preliminary Budget.

## RECOMMENDATION

Staff recommends the Board approve a contract renewal with AMR and authorize the Fire Chief or his designee to execute the renewal agreement.

Submitted by:

Cynthia Hamilton, Administrative Specialist  
EMS Division

Approved by:

  
Jon Rudnicki

Jon Rudnicki, Assistant Chief  
EMS Division

## ATTACHMENT:

Attachment 1: Renewal Agreement for Ambulance Services

## **RENEWAL AGREEMENT FOR AMBULANCE SERVICES**

This Renewal Agreement to the 911 Ambulance Service, Response, and Transportation Agreement dated July 1, 2023 ("Renewal Agreement") is by and between the Sacramento Metropolitan Fire District ("METRO FIRE") and American Medical Response West ("CONTRACTOR"), effective July 01, 2023.

### **RECITALS**

**WHEREAS**, the parties executed an Agreement for Ambulance Services on July 1, 2020 ("2020 Agreement:"), whereby CONTRACTOR agreed to provide 911 Ambulance Service, Response, and Transportation; and,

**WHEREAS**, Section 01 ("Term") of the 2020 Agreement provides that the 2020 Agreement may be renewed for no more than two (2) additional one (1) year terms after the Initial Term; and,

**WHEREAS**, the parties to the 2020 Agreement (altogether "parties) amended said agreement on four separate occasions, pursuant to written amendments effective June 21, 2021, January 1, 2022, July 1, 2022; July 1, 2023; and,

**WHEREAS**, the current Term is set to expire on June 30, 2024; and,

**WHEREAS**, the Parties desire to renew the 2020 Agreement as amended for an additional one (1) year term; and,

**WHEREAS**, METRO FIRE finds and determines that CONTRACTOR's services rendered to date comply in all aspects with the terms and conditions of the 2020 Agreement as amended; and,

**WHEREAS**, the Parties wish to further amend certain provisions in the 2020 Agreement as amended and to add certain new provisions as set forth below, and

**WHEREAS**, METRO FIRE's Fire Chief recommends renewal of the 2020 Agreement as amended subject to the amendments and revisions set forth below;

**NOW THEREFORE**, the Parties do hereby agree as follows:

#### **1. TERM**

Upon approval of METRO FIRE's Board of Directors and execution of this Renewal Agreement by the Parties, the term of this Renewal Agreement shall be extended through and including June 30, 2025.

#### **2. COMPENSATION TO CONTRACTOR**

Section 18. ("COMPENSATION TO CONTRACTOR"), sub-section A of the 2020 Agreement as amended is hereby deleted and replaced with the following language:

- A. METRO FIRE agrees to compensate CONTRACTOR based on a unit hour cost. Unit hour cost is the hourly rate paid to CONTRACTOR for each hour

of deployment of ambulances in performance of all obligations and duties under this Agreement. The unit hour cost shall be the same for Advanced Life Support (ALS) Ambulance Transport Services, Surge Protection, and Stand-by/ Special Event Coverage. The unit hour cost shall be \$182.37 per hour.

All other terms, conditions, and obligations of the 2020 Agreement as amended shall remain in full force and effect.

**IN WITNESS WHERE OF**, the Parties hereto have executed this Addendum as of the day and year written above.

**Sacramento Metropolitan Fire District**

By: \_\_\_\_\_

Name: Adam A. House  
Title: Fire Chief  
Date: \_\_\_\_\_

**American Medical Response West**

By: \_\_\_\_\_

Name: Sean Russell  
Title: President  
Date: \_\_\_\_\_



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** April 25, 2024

**TO:** Board of Directors

**SUBJECT:** Request for Proposal (RFP) Award Recommendation – RFP 24-01  
Deferred Compensation Consulting Services

## TOPIC

Request to award a contract for professional deferred compensation consulting services to Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC (Hyas Group).

## BACKGROUND

The Sacramento Metropolitan Fire District's (District) Deferred Compensation Committee (Committee) utilizes professional financial consulting services to assist in ensuring participants are offered the best 457(b) plan possible. Financial consulting firms, like Hyas Group, offer fiduciary guidance on industry best practices, investment fund portfolio management, and annual policy review of internal policies of the Committee. This consultant would also aid in future RFP processes to ensure program administrators (like the current vendor, Nationwide) offer the Committee the best services and products at competitive servicing fees. Additionally, consulting services help the Committee and the Plan Administrator (Nationwide) to keep abreast of changing legislation that affect 457(b) plan governance, such as the Secure Act 2.0.

## DISCUSSION

On February 16, 2024, the District issued RFP 24-01 for the purpose of finding a professional consulting firm to assist with the analysis of the District's current deferred compensation program. The District received a total of three submittals in response to the RFP from the following firms:

- CAPTRIST Financial Advisors
- Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC
- Innovest Portfolio Solutions LLC

The submittals were evaluated and scored by an evaluation committee comprised of members of the District's deferred compensation committee. Proposals were evaluated using the following criteria:

- Qualifications and Experience with Providing Services of Similar Size, Scope, and Complexity

- Program Understanding & Methodology
- Past Performance
- Conformance to Specified RFP Format
- Fee Proposal

Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC was the highest scoring proposer.

#### **FISCAL IMPACT**

The proposed cost for a five-year contract is \$189,000, however, there is no fiscal impact to the District as the cost of such consulting services are paid by 457 plan participants using a calculation based on account balance.

#### **RECOMMENDATION**

Staff recommends that the Board authorize the deferred compensation committee Chairperson, Mitchell Thomas, to execute and administer an agreement materially similar to the draft attached with the highest ranked proposer, Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC.

Submitted by:

  
\_\_\_\_\_  
Mitchell Thomas (Apr 9, 2024 15:20 PDT)  
Mitchell Thomas  
Deferred Compensation  
Committee Chairperson

#### **ATTACHMENTS:**

Attachment 1: Resolution  
Attachment 2: Sample Agreement



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2024-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT FOR DEFERRED COMPENSATION CONSULTING SERVICES

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the District maintains a deferred compensation program; and

**WHEREAS**, the District is in need of deferred compensation consulting services to ensure participants are offered the best deferred compensation plan possible; and

**WHEREAS**, the District solicited proposals from qualified deferred compensation consulting firms by issuing Request for Proposals (RFP) 24-01 on February 16, 2024; and

**WHEREAS**, the District received and evaluated three proposals in response to RFP 24-01; and

**WHEREAS**, the District wishes to execute a professional service agreement with the highest scoring firm, Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby authorize the deferred compensation committee Chairperson, Mitchell Thomas, to execute and administer an agreement materially similar to the draft attached with the highest ranked proposer, Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board

Attachments:  
Exhibit A: Draft Agreement

## **SACRAMENTO METROPOLITAN FIRE DISTRICT PROFESSIONAL SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2024 is by and between the Sacramento Metropolitan Fire District ("District"), and the Hyas Group, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC ("Contractor") who are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties.

### **RECITALS**

**WHEREAS**, the District maintains a deferred compensation program; and

**WHEREAS**, the District sought a consultant to perform certain general services for the District's 457 Deferred Compensation Plan (Services); and

**WHEREAS**, the District desires the Services as more fully described in Exhibits A here to, "Scope of Services," from Contractor; and

**WHEREAS**, the District issued Request for Proposals (RFP) 24-01 which solicited proposals for Services; and

**WHEREAS**, the District sought to award a contract for the Services based on the evaluation of proposals received in response to RFP 24-01; and

**WHEREAS**, Contractor is professionally qualified and licensed to provide such Services and is willing to provide them to District on the terms and conditions set forth herein;

**NOW, THEREFORE**, the Parties agree as follow;

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**2. EXHIBITS**

Exhibit A "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and incorporated by reference.

**3. SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 24-01, incorporated herein by reference.

These documents, along with the Contractor's response to RFP 24-01, make up the entirety of this Agreement, and any other records or documents furnished by the District during the term of this Agreement shall constitute the Contract Documents.

**4. TERM**

This Agreement shall commence on July 1, 2024 once executed by the Parties and approved by the District's Board of Directors and it shall continue in full force and in effect for three (3) years. This Agreement may be extended subject to written notice of agreement from the District and the Contractor, for up to two (2) additional twelve (12) month periods beyond the primary contract period. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification, shall continue after the expiration of this Agreement.

**5. PAYMENT**

For service performed in accordance with the Agreement, payments shall be made to Contractor as provided in Exhibit B hereto.

**6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor, and can perform work for others. Contractor is not the agent or employee of the District in any capacity whatsoever and District shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, Contractor's employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance, medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and Contractor agrees to indemnify and hold District harmless from any and all liability which the District may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent

contractors and shall not be treated or considered in any way as officers, agents and/or employees of the District.

Contractor shall perform all services required pursuant to this Agreement in the manner according to currently approved standards observed by a competent practitioner for the profession in which the Contractor is engaged.

Notwithstanding the foregoing, if the District in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the District may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

8.

#### **INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the District its officers, directors, officials, employees, consultants, and volunteers from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- a) The failure of the Contractor or its employees, agents, or subcontractors to perform its obligations under this Agreement
- b) The inaccuracy of any representation or warranty by the Contractor or its employees, agents, or subcontractors given in accordance with or contained in the Contract Documents
- c) Any claim of damage or loss by any subcontractor against the District arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor

To the greatest extent permitted by law, the District shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing in connection to the performance of the work called for by this agreement during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the Contractor shall fully indemnify, defend and hold harmless the DISTRICT and protect the District from and against the same as provided above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the District, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from

the condition of the premises or any part of the premises while in control of the Contractor, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement. The Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of the District, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the District, its officers, directors, officials, employees, consultants, and volunteers.

In claims against any person or entity indemnified under this section that are made by an employee of the Contractor or any subcontractor, a person indirectly employed by the Contractor or any subcontractor, or anyone for whom acts the Contractor or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The District shall provide to the Contractor reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the Contractor.

**9. LIMITATION OF LIABILITY**

Under no circumstances will Contractor be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will Contractor be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will Contractor be entitled to limit special damages claimed by the District. In the event of breach of this Agreement, the District shall be entitled to any and all damages, or legal or equitable remedy, available under law.

**10. INSURANCE**

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any Services. The required insurance coverages shall be consistently maintained for the duration of the agreement without a lapse in coverage. Please note,

the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the District.

**GENERAL LIABILITY** - shall be on an Occurrence basis (as opposed to Claims Made basis).

Minimum limits and structure shall be:

• General Liability:	\$2,000,000
• Products Comp/Op Aggregate:	\$2,000,000
• Personal & Adv. Injury:	\$1,000,000
• Each Occurrence:	\$1,000,000
• Fire Damage:	\$100,000

**AUTOMOBILE LIABILITY**

- Commercial Automobile Liability (for Corporate/business owned vehicles including non-owned and hired) - \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability (for individually owned vehicles, \$250,000 per person, \$500,000 each accident) - \$100,000 property damage.

**WORKERS COMPENSATION and EMPLOYER'S LIABILITY**

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

**PROFESSIONAL LIABILITY**

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

**ADDITIONAL INSURED**

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds on the Contractor's General Liability and Auto policies as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the District to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. Contractor shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of this Agreement.

The District will not be responsible for any deductible that may apply in any of the said insurance policies.

Contractor covenants and agrees that the District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District

Attn: Purchasing Division

3012 Gold Canal Drive

Rancho Cordova, CA 95670

Or

[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

**11. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.

**12. TAXES**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

**13. ACCESS AND RETENTION OF RECORDS**

Contractor agrees to provide the District and its designee's access to all of the Contractor's records related this contract and that the Contractor shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the Contractor is made by the District.

**14. RIGHT-TO-AUDIT**

The District reserves the right to audit Contractor's books, accounts, and records related to the performance of this Agreement. Such audits may be conducted by the District or its authorized representatives at reasonable times during normal business hours upon providing 30 days' written notice to Contractor. The purpose of such audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of Contractor's performance.

**15. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Directors

of the District. Entering into this agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.

**16. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the District will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to notify the District timely if Contractor is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the District hereunder.

**17. USE OF DISTRICT PROPERTY**

Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Contractor's obligations under this Agreement.

**18. RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or its subcontractors. The District reserves the right to interview and approve all proposed staff members.

**19. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.

Any of the following occurrences or acts will constitute a material breach by the Contractor under the terms and conditions of the Agreement:

- a. non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the Contractor notice in writing. If the failure cannot be remedied within fifteen (15) days, the District, at its discretion, may extend, in writing, the time period, or terminate the Agreement;
- b. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
- c. the appointment of a receiver for the Contractor; or
- d. for reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs a), b), c), or d) occur, as set forth in this Agreement, the District will have the right to terminate the Agreement immediately, which shall be done in writing and sent to the Contractor via certified, U.S. Mail.

The District has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the District should terminate this Agreement for its convenience, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B. In the event of Agreement termination, all documentation relating to the District's account shall be returned to the District.

**20. LICENSE REQUIREMENT**

At all times during the pendency of this Agreement, Contractor shall maintain all licenses required by State and Federal law for itself and all agents, employees, and/or subcontractors participating in the provision of Services required under this Agreement. In the event that any license or certification required by law is revoked, suspended, or inactive, Contractor shall immediately notify District in writing. Failure of Contractor to maintain any license or certification required by State or Federal law to provide the Services required by this Agreement shall be a material breach of this Agreement entitling District to terminate the Agreement immediately.

**21. ASSURANCE OF PERFORMANCE**

If at any time District believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, District may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to District, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of the Contractor's receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 18 of this Agreement.

**22. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

**23. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between District and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

**24. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**25. MODIFICATIONS OF SCOPE**

The District reserves the right to make changes in the scope of work or the manner of its performance. No change shall be made to the scope of work by the Contractor or the time or the manner of its performance without prior written approval from the District. Should the Contractor wish to modify the scope of work, the Contractor shall submit a written request specifying the change in the requirements of this Agreement, detailing whether such change will result in an adjustment to compensation or time for performance.

**26. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid by law for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**27. SUBCONTACTING, SUCCESSORS, AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

The Contractor shall not subcontract, transfer, or assign this Agreement or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the District. Any such transfer must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

The Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions to this Agreement. Contractor shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

**28. PATENTS AND INTELLECTUAL PROPERTY**

The Contractor will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the Services in the Agreement. The Contractor shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, or equipment, as used by the Contractor, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the Contractor or anyone for whose acts it is liable.

If any of the products, or documentation, used by the Contractor constitute an infringement of patent or other intellectual property rights and its use is enjoined, the Contractor will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the Contractor or anyone for whose acts it is liable.

The Contractor represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the Agreement.

The Contractor shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Agreement which are attributable to an infringement or an alleged infringement by the Contractor, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Contractor, the Contractor at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the work generally, all subject to the prior written approval by the District.

**29. NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Attn: Finance Division – Deferred Compensation  
10545 Armstrong Ave, Suite 200  
Mather, CA 95655

To: CONTRACTOR:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**30. SIGNATORIES**

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

The scope of services to be provided by the Contractor shall include the following activities as needed to meet the District's goals.

#### **1. PLAN REVIEW AND GOVERNANCE DOCUMENT DEVELOPMENT**

##### **Initial planning and needs assessment**

- Discuss and finalize objectives and expectations
- Establish timeline and deliverables
- Identify roles and responsibilities
- Submit data request

##### **Information gathering and current provider data request**

- Collect data and distill important information
- Begin analysis
- Evaluate provider's existing contracts and processes
- Assess contract exit provisions and liquidity issues
- Issue put notification to provider
- Analyze fund menu, overall structure, investment options and fees/expenses

##### **Create and deliver formal written analysis**

- Summarize relevant data points in an executive summary
- Provide written analysis
- Issue recommendations for next steps through an in-person meeting

##### **Plan governance and Committee function assistance**

- Develop Committee Charter/by-laws for fiduciary committee
- Establish compliance criteria and checklist
- Review plan and other relevant legal documents
- Review meeting minutes

##### **Fiduciary education/training for Committee members**

- Educate the Committee in meeting fiduciary responsibility requirements
- Provide targeted, on-site education sessions on topical investment issues
- Communicate important legal and regulatory changes and trends

**2. ONGOING CONSULTING SERVICES (Semi-annual Performance Reporting and Quarterly In-person Meetings):**

**Development and/or review of Investment Policy Statement**

- Establish a Statement of Purpose
- Develop a Statement of Responsibility
- Determine investment goals and objectives
- Create investment guidelines
- Set investment performance review and evaluation criteria
- Provide ongoing review of document

**Semi-annual comprehensive investment performance reports**

- Illustrate and communicate big picture thematic, economic and specific asset class trends
- Present fund performance against its relative asset class benchmark
- Create asset allocation charts
- Provide investment manager attribution reports and due diligence notes
- Provide in-person presentation of performance reports at client location

**Semi-annual report on participant investment activity, Plan fees and the Plan environment**

- Present participant cash flow and investment utilization data
- Calculate and present vendor and investment manager fee information
- Identify and discuss relevant trends in Plan legislative, regulatory and judicial environment
- Analyze and present information on new investment products and Plan services

**Ongoing due diligence for each investment option in the Plan**

- Produce attributions on each fund manager
- Evaluate attributions according to sector returns and weights, capitalization breakdown, asset class and style benchmarks
- Compare portfolio statistics to the asset class benchmark
- Conduct on-site manager evaluations, as necessary

**Comprehensive investment manager searches, as needed**

- Select appropriate manager screening criteria
- Initiate data collection and review
- Provide comprehensive risk and return analysis
- Identify suitable finalist candidates
- Present results to Committee and offer recommendation

**Ongoing plans compliance review and assistance**

- Provide updates related to legal and regulatory changes affecting the plans
- Review plan documents and agreements and provide commentary as required

- Provide assistance to ensure plans operates in compliance with state and regulatory requirements

### **3. Deferred Compensation Plan Administrator RFP Project**

#### **Phase 1 – RFP Project Initiation**

##### **Initial Planning and needs assessment**

- Coordinate with the District's Procurement staff
- Consult with the District on its vision for the future and discuss innovative industry practices and trends in participant services, communications, administration, reporting, compliance, investment integration, and technology
- Establish basis for assessing employee needs and satisfaction regarding programs
- Identify operational, legal, and strategic requirements
- Discuss and finalize strategic goals and objectives
- Confirm formal timeline
- Identify roles and responsibilities for vendor search and transition plan

##### **Data gathering and program analysis of present and forthcoming plan structure**

- Draft existing vendor data request and send to appropriate contacts at incumbent provider
- Collect and refine data

#### **Phase 2 – RFP Preparation, Release, Analysis, and Interviews, if required**

##### **RFP preparation and release**

- Draft RFP to the District's specifications
- Vet RFP draft with the District's sub-committee/staff as appropriate
- Finalize RFP
- Establish qualifications for potential vendor distribution based on the District's criteria
- Release RFP to qualified vendor community; assist in advertising the RFP per procurement process
- Collect and answer vendor questions regarding the RFP

##### **RFP response analysis**

- Collect all RFP responses and related materials
- Organize information and begin RFP analysis
- Confirm open issues with respondents
- Prepare Executive Summary
- Send draft RFP analysis to the District
- Finalize RFP analysis report

- Meet with the District to review analysis and make recommendations regarding vendor interview candidates

#### **Provider interview sessions and final selection**

- Notify and schedule selected vendors of interview requirements and evaluation criteria
- Provide the District with interview format and evaluation criteria
- Facilitate interview sessions by tracking time and providing instructions to all parties
- Provide recommendations and post interview analysis
- Compile notes and feedback from any site visits; produce final report
- Assist in arriving at final vendor decision

### **PHASE 3 - Implementation**

#### **Final negotiations and contract preparation**

- Contact vendor(s) to finalize any interview and/or offer specifics
- Notify successful provider(s) of the District's intent to award contract
- Negotiate contract language
- Assist in ongoing contract and document review

#### **Transition planning and assistance**

- Coordinate provider transition plan with incumbent, any new vendor conversion teams and assigned District transition team
- Establish on-site education sessions and webcasts
- Review all transition-related documents including participant communication materials
- Participate in group transition meetings
- Attend weekly and ad hoc transition phone conferences between provider and the District

## EXHIBIT B

### Payment Terms

In accordance with Exhibit A and for the Services, deliverables, and Contractor work product provided for under Exhibit A, Contractor shall be paid a fee for the term of the Agreement payable in quarterly payments per the chart below. The fee shall be the Contractor's sole compensation, including travel and all other expenses for its rendering off the Services and preparation and delivery of the Contractor's work product. Payment for additional services outside the scope of this Agreement may be requested, however, prior written approval by the District through an amendment to this Agreement is required.

Year	Not to Exceed Fee	Quarterly Payment
Year 1	\$33,000.00	\$8,250.00
Year 2	\$34,000.00	\$8,500.00
Year 3	\$34,000.00	\$8,500.00
Year 4 (1 <sup>st</sup> extension)	\$35,000.00	\$8,750.00
Year 4 (final extension)	\$35,000.00	\$8,750.00

For RFP project administration, should the District request it, the Contractor will be compensated upon completion of the related prescribed items in Exhibit A. The maximum amount of compensation is \$18,000.00 and is inclusive of all expense related to the project. The District shall make a total of three (3) payments as noted in the chart below and such payments shall be the Contractor's sole compensation for its rendering of the Services.

Scope of Services	Fee (Invoice to be sent at conclusion of each Phase)
Phase 1: RFP Distribution	\$6,000.00
Phase 2: Finalist Interviews	\$6,000.00
Phase 3: Project Completion	\$6,000.00

The Contractor shall submit properly certified invoices to the District. A separate invoice shall be issued on a quarterly-basis. Out-of-scope services shall be invoiced separately. The invoice(s) shall contain the following information:

- a. Invoice number
- b. District's PO number

Invoices shall be emailed to:

[ap@metrofire.ca.gov](mailto:ap@metrofire.ca.gov)

Failure to comply with these requirements or to provide an invoice in conformance with this Agreement document may delay payment.

The District will not be bound by prices contained in an invoice that are higher than the original proposal. If a price increase has not been accepted in writing by the District, the invoice may be rejected.

No advance payment shall be made for the goods or services furnished by the Contractor pursuant to this Agreement. Standard government payment terms are net 60 days from date of receipt of goods or invoice, whichever is later.