

# RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, July 8, 2024 Fire Station #14, 1900 Lind Ave SW, Renton, WA 98057 Zoom Webinar: <u>https://us02web.zoom.us/j/84836968318</u> Dial-in: (253) 215-8782 | Webinar ID: 848 3696 8318 View Live via Facebook: <u>http://www.Facebook.com/RentonRFA</u>

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
  - Promotions for Engineer
  - Promotion for Captain
  - Promotion for Battalion Chief
  - Recognition for Public Service: Ray Barilleaux
- Public Comment

Members of the audience may comment on items relating to any matter related to RFA business under the Public Comment period. Comments are limited to three (3) minutes per person pursuant to the rules established under Section 8 of the bylaws.

- Consent Agenda
  - Approval of Minutes from June 10, 2024, Regular Meeting
  - Approval of <u>Vouchers:</u> AP Check Register 5/16/2024 6/15/2024
     Payroll Checklist 5/1/2024 5/31/2024
- Signing of Vouchers
- Board Committee Reports
  - Budget & Finance Committee
  - Operations and Capital Committee
- Chief's Report
- Division Reports

### GOVERNANCE BOARD REGULAR MEETING AGENDA July 8, 2024 Page 2 of 3

- Administration (CAO Babich)
- EMS/Health & Safety (Deputy Chief Alexander presenting for DC DeSmith)
  - Community CPR Event on July 13<sup>th</sup>
  - FD CARES: Aristo Behavioral Health Facility Ribbon Cutting
  - Paramedic Invitation Program in Japan
- Office of the Fire Marshal (Fire Marshal Barton)
  - OFM Monthly Report
- Support Services (Deputy Chief Alexander)
- Response Operations (Deputy Chief Seaver)
  - Recap of 4<sup>th</sup> of July Operations
  - Significant Events

0	6/5/24	601 S Grady Way	Shooting Incident
0	6/8/24	19019 129 <sup>th</sup> PI SE	<b>Residential Fire</b>
0	6/15/24	18624 114 <sup>th</sup> Ave SE	<b>Residential Fire</b>
0	6/16/24	1800 Union Ave NE	MVA w/Injuries
0	6/19/24	12235 79 <sup>th</sup> Ave S	<b>Residential Fire</b>
0	6/21/24	1201 Lake Washington Blvd	Drowning Incident
0	6/28/24	17800 140 <sup>th</sup> Ave SE	Stabbing Incident
inir	ng		

- Training
  - Wildland Multi-Company Operations
  - Rescue Swimmer Certification Class
  - Active Shooter @ the Federal Reserve
  - Live Fire Multi-Company Operations
- Public Outreach
  - o North Seattle Community College and Recruit Ride-Alongs
  - o Engine Visits
    - Renton Prep
    - Meeker Middle School
    - Kennydale Elementary
    - Renton Christian School
    - Renton Community Center BBQ
    - Wildwood View Community
    - Hazen High School CERT Class
    - Fairwood Farmers Market at Northwood Middle School
    - Fire Drill at Briarwood Elementary School
    - Renton Youth Academy
- June Response Reports
- Correspondence
- Unfinished Business

### GOVERNANCE BOARD REGULAR MEETING AGENDA July 8, 2024 Page 3 of 3

- New Business
  - <u>New Recruit Bunker Gear</u>
  - Spectrum Pension Consultants Master Service Agreement
  - <u>Decision Point 457(b) Retirement Plan Agreement and Investment Policy</u> <u>Statement</u>
- Good of the Order
- Executive Session

Executive Session pursuant to RCW 42.30.110(1)(i)(iii) to discuss with District legal counsel, in a forum that maintains the attorney client privilege, legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation, or legal risks is likely to result in an adverse legal or financial consequence to the agency.

- Future Meetings:
  - Monday, July 22, 2024, 10:00 a.m., Budget/Finance Committee Meeting, Video Conference
  - Monday, July 22, 2024, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
  - Monday, August 12, 2024, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave SE, Renton) / Video Conference
- Adjournment



Renton Regional Fire Authority 18002 108<sup>th</sup> Ave SE Renton, WA 98055 Office: (425) 276-9500 Fax: (425) 276-9592

### MINUTES RFA Governance Board Regular Meeting 10:00 A.M. – Monday, June 10, 2024 Fire Station #13 – 18002 108<sup>th</sup> Ave SE, Renton

### CALL TO ORDER

Governance Board Chair Abercrombie called the regular meeting to order at 10:01 a.m.

### **ROLL CALL**

<u>Governance Board Members Present:</u> Kerry Abercrombie, Chair (Fire District 25) James Alberson, Vice Chair (City of Renton) Sean Cook (Fire District 25) Valerie O'Halloran (City of Renton) Ryan McIrvin (City of Renton) Andrew Schneider (Non-Voting Advisory Position, Fire District 40)

<u>Governance Board Members Not Present:</u> Marcus Morrell (Fire District 25)

#### Administrative Staff Present:

Fire Chief Steve Heitman, Chief Administration Officer Samantha Babich, Deputy Chief Chuck DeSmith, Fire Marshal Anjela Barton, Deputy Chief Mark Seaver, Deputy Chief Dan Alexander, Communications Manager Katie Lewis, Site Reliability Engineers Wyatt Humphreys and Javier Esparza, Board Secretary Samantha Vergara, and RFA Attorney Brian Snure.

#### Public Present:

Kyle Dougherty, Vicky Dougherty, Bill Dougherty

A **MOTION** was made by Board Member Alberson and **SECONDED** by Board Member O'Halloran to excuse the absent board member from this meeting. **MOTION CARRIED (5-0)** 

#### AGENDA MODIFICATIONS

There were no agenda modifications.

### **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Chief Heitman presented the "Minutes Matter" award to Kyle Dougherty and acknowledged Alexa Coyle who could not be present. Their quick action helped save an individual whose sailboat had capsized in Lake Washington.

#### **PUBLIC COMMENT**

There was no public comment.

### **CONSENT AGENDA**

Approval of minutes from the May 13, 2024, regular meeting and the approval of vouchers.

Regarding the vouchers, Board Chair Abercrombie inquired about the structure demolition and whether that project was completed. DC Alexander confirmed it is.

A **MOTION** was made by Board Member Alberson and **SECONDED** by Board Member McIrvin to approve the consent agenda for June 10, 2024. **MOTION CARRIED (5-0)** 

### **SIGNING OF VOUCHERS**

The governance board members signed the voucher approval letter for June 10, 2024.

### **BOARD COMMITTEE REPORTS**

There were no board committee reports.

### **CHIEF'S REPORT**

Chief Heitman presented his report.

At the conclusion of the report, Board Chair O'Halloran inquired about the main takeaway from the DESS session the Chief attended. Chief Heitman noted it was concerning battery energy storage systems. Both Chief Heitman and Fire Marshal Barton responded and there was ongoing discussion about the safety concerns of a fuel-controlled fire emitting extremely high heat that burns for an extended period of time. Fire Marshal Barton is meeting with a company at the end of June that has found a location in Renton to put a battery energy storage system.

Board Members O'Halloran, Alberson and McIrvin, all council members, discussed that they had voted on a moratorium within Renton. Fire Marshal Barton shared additional information.

Board Chair Abercrombie inquired about the strategic plan and the 5 noted goals. Chief Heitman responded.

### **DIVISION REPORTS**

Each of the division managers presented an overview of their respective division reports.

After DC DeSmith presented his report on EMS/Health & Safety, Board Member Alberson and Board Chair Abercrombie asked about the "Distracted Driver" event at Hazen High School. DC DeSmith and DC Seaver responded.

Once Fire Marshal Barton presented her report, Board Member O'Halloran commented that Seattle City Council passed an ordinance on abandoned buildings and mandatory demolition after a certain time period, inquiring if this would be the case in Renton. Chief Heitman responded, stating this may be better served under the CED and building code. Fire Marshal Barton provided more information.

Board Member Alberson inquired about the upcoming July 4<sup>th</sup> holiday and if Renton RFA would send out notices to businesses on taking precautions and preparing for possible incidents with fireworks.

### GOVERNANCE BOARD REGULAR MEETING MINUTES June 10, 2024 Page 3 of 3

Fire Marshal Barton and Chief Heitman responded. Board Member McIrvin asked about storage of confiscated fireworks and Fire Marshal Barton replied.

Board Chair Abercrombie asked about any key speakers during the distracted driving event and DC Seaver responded.

### CORRESPONDENCE

There was no correspondence.

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **NEW BUSINESS**

Thers was no new business.

### **GOOD OF THE ORDER**

Board Member O'Halloran recognized the amazing career of Lora Ueland and congratulated Lora as she retires from Valley Communications. Chief Heitman recognized Lora for her service and for making an impact on the 911 service for the entire area.

### **EXECUTIVE SESSION**

There was no executive session.

### **FUTURE MEETINGS**

- Monday, June 24, 2024, 10:00 a.m., Budget/Finance Committee Meeting, Video Conference
- Monday, June 24, 2024, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
- Monday, July 8, 2024, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave SE, Renton)/Video Conference

### **ADJOURNMENT**

Board Chair Abercrombie adjourned the meeting at 10:45 a.m.

Kerry Abercrombie, Board Chair

Samantha Vergara, Board Secretary

### **VOUCHER APPROVAL FOR JULY 8, 2024 MEETING**

### AUDITING OFFICER CERTIFICATION

I, the undersigned, do herby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Renton Regional Fire Authority, and that I am authorized to authenticate and certify said claim.

Auditing Officer:

Steven C. Heitman, Fire Chief

### AUDIT COMMITTEE

The vouchers below have been reviewed and certified by individual departments and the RFA's Auditing Officer as required by RCW's 42.24.080 & 090, and a list of vouchers has been provided for review by the Finance Committee.

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$1,959,418.83, payroll vouchers and direct deposits totaling \$1,469,931.16.

A/P VOUCHERS	Payment Date	Numbers	Amount
Virtual Pay	05/16/2024 - 06/15/2024	APA003086-APA003181	\$833,573.97
Checks	05/16/2024 - 06/15/2024	13737-13738	\$908.20
EFTs	05/16/2024 - 06/15/2024	-	\$330,188.45
Bank Drafts	05/16/2024 - 06/15/2024	-	\$793,223.21
AR Refund Checks	05/16/2024 - 06/15/2024	13733-13740	\$1,525.00
TOTAL A/P			\$1,959,418.83
PAYROLL VOUCHERS		No. of Vouchers	Amount
Direct Deposits	5/24/2024	177	\$733,042.94
Payroll Checks	5/24/2024	0	\$0.00
Direct Deposits	6/10/2024	180	\$736,888.22
Payroll Checks	6/10/2024	2	\$0.00
TOTAL PAYROLL		359	\$1,469,931.16
TOTAL CLAIMS			\$3,429,349.99

Renton Regional Fire Authority Governance Board:

Kerry Abercrombie, Board Chair

James Alberson, Board Member

Marcus Morrell, Board Member

Valerie O'Halloran, Board Member

Sean Cook, Board Member

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Ryan McIrvin, Board Member



### **RENTON REGIONAL FIRE AUTHORITY**

### M E M O R A N D U M

DATE: July 8, 2024

- TO: Kerry Abercrombie (Fire District 25) James Alberson, Jr. (City of Renton) Sean Cook (Fire District 25) Ryan McIrvin (City of Renton) Marcus Morrell (Fire District 25) Valerie O'Halloran (City of Renton) Andrew Schneider (Non-Voting Advisory Position, Fire District 40)
- FROM: Steve Heitman, Fire Chief

### SUBJECT: Renton Regional Fire Authority Chief's Report

### 1. Retirements & Promotions

Engineer Jon Hollcraft and Engineer Mark Bailey have both retired as of the end of June. Eng. Hollcraft served 25 years of service with Renton Fire, and Eng. Bailey served 31 years of service. Please join me in congratulating the following members on their promotion that became effective July 1, 2024:

- Ryan Morgan was promoted from captain to battalion chief/safety officer.
- Chris Krystofiak was promoted from lieutenant to captain.
- Daniel Beggin was promoted from firefighter to lieutenant.
- Logan Wasem was promoted from firefighter to engineer.
- Nick Felt was promoted from firefighter to engineer.

### 2. Welcome New Members

"I live in Olympia, WA with my husband of 15 years and our 10yo daughter. We have 5 large dogs Freya (Alaskan Shepherd), Pepper & Sage (Shepherd Labs) and Moose & Athena (Great Danes). We also have 4 cats and will be getting back into chickens this fall. I have a Master of Business Administration, Bachelor of Science in Business Management and an Associate of Science in Automotive Technology (no, really I do!). I love to urban homestead, go camping and hiking, jigsaw puzzles and my family and I love to play video games together." - Vennessa Medford, Senior HR Generalist



Chief's Report July 8, 2024 Page 2

"I started my Fire Service career in 1987 as a firefighter in the United States Air Force. My experience includes assignments as a Deputy State Fire Marshal/ District Supervisor for the State of Louisiana, Instructor at Louisiana State University Fire & Em. Training, Fire Prevention Officer for the City of Bellevue, and Deputy Fire Marshal for Pierce County. I have been married to my wife Cissie since 1989, I have 1 son and 1 grandson. My hobbies include listening to (and attempting to play) music, fixing things and cycling with my grandson." - Christiver (Chris) Spurlock, Deputy Fire Marshal III (Inspection/Investigation)

"Hello, my name is Grace and I live in Seattle with my 2yo Belgian Shepard, Ollie. I grew up in the Federal Way/NE Tacoma where my family still lives, and I moved up to Seattle in 2019. I went to school for Public Health and much of my professional career has been in Healthcare Management and Administration for both UWMC and HMC." – Grace Park, Deputy Fire Marshal III (Public Education/PIO)



### 3. Recruit Class #18 Academy Graduation

On Monday, July 1<sup>st</sup>, family and friends gathered at the River of Life Church to celebrate the graduation of eight recruits who are now officially Renton firefighters. This was the eighteenth academy graduation from the Training Consortium and we continue to be extremely pleased with the training our recruits are receiving.



Pictured from left to right: Local 864 President Andrew Plumlee, Chaplain Loretta Green, Firefighter (FF) Travis Hunt, FF Jonathon Wills, DC Chuck DeSmith, FF Colin Kubota, FF Ellie James, FF Pasha Rabizadeh, FF Gage Harty, FF Sam Trudeaux, FF Ian Schroeder, DC Mark Seaver.

### 4. HazMat Grant

Renton RFA received a grant through the Washington State Department of Ecology for \$51,000. This grant will cover the purchase of a Chempro X air monitor to replace an older, outdated monitor and the addition of a railroad leak repair kit. This equipment will be carried on our Hazmat 314 apparatus and used regionwide as part of Zone 3's hazardous materials response. This is the same grant we have received in the past that has brought us the foam trailer, tow vehicle for the foam trailer, and other pieces of monitoring equipment.

### 5. Strategic Plan and MIG Review

The RRFA members that had met in May met again on June 18<sup>th</sup> to assign working groups for each of the five goals. Meetings were added to the calendar for each group to discuss and finalize their goal and associated objectives and tasks for the Strategic Plan and the Management Implementation Guide (MIG).

### 6. Governance Board Notifications

Per our procurement process and policy, I am notifying the board of the following purchase:

Station 11 Security Parking Fence – \$48,713.75



ShoWare Center 625 W James St, Kent, WA 98032

# You're invited to join us for a FREE community CPR training and career fair event!

**Renton RFA** has teamed up with Puget Sound Fire and Valley Regional Fire Authority to form **South King County CPR & First Aid**. This collaborative group is partnering with the accesso ShoWare Center to host our first-ever Community CPR & Career Fair on July 13, 2024 from 10 AM - 5 PM, and you're invited!

### Join us to experience:

- Free training in CPR, AED operation, and choking safety
- Career opportunities from agencies from throughout King County
- Creative and fun safety activities for all ages
- Fun and educational tours of fire engines, aid units, swat vehicles, and more!

**No RSVP necessary!** For more information and to add this event to your calendar, visit:

# freecpr.southkingcpr.org

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LOCACIÓN accesso

ShoWare Center 625 W James St. Kent, WA 98032

## Estás invitado a unirte a nosotros GRATIS ¡Evento comunitario de feria profesional y capacitación en RCP!

**Renton RFA** se ha asociado con Puget Sound Fire y Valley Regional Fire Authority para formar RCP y primeros auxilios en el Sur del Condado de King. Este grupo colaborativo se está asociando con Accesso ShoWare Center para organizar nuestra primera feria comunitaria de RCP y carreras profesionales el 13 de julio de 2024 de 10 a.m. a 5 p.m., jy usted está invitado!

### Únase a nosotros para experimentar:

- Formación gratuita en seguridad en RCP, DEA y asfixia.
- Oportunidades profesionales de agencias de todo el Condado de King
- Actividades de seguridad creativas y divertidas para todas las edades.
- ¡Recorridos divertidos y educativos por camiones de bomberos, unidades de ayuda, vehículos SWAT y mucho más!

¡No es necesario confirmar su asistencia! Para obtener más información y agregar este evento a su calendario, visite:

# rcpgratis.southkingcpr.org

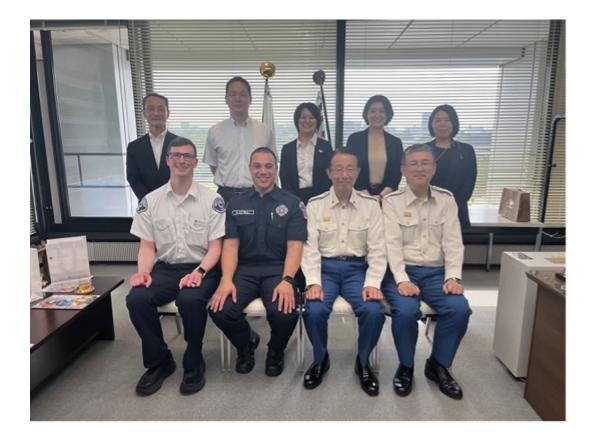
### FD CARES at the Aristo Behavioral Health Facility ribbon cutting ceremony



US Medic 2 & Paramedic Invitation Program in Japan, 2024 NSSU Emergency Medical Science (EMS) of Japan program						
<invited guests=""> One CPR instructor and one paramedic of King County area (Including Redmond and Bellevue)</invited>	As of 1/30/2024 IYou / E.TSearch Te: 425-413-9527/ Email: iyoueikaiwa@comcast.net Address: 21308 S.E. 270th St. Maple Valley, WA 98038 USA Contact person: Michiko Eckard (Cell:-206-579-3533)					
<ul> <li>Date &amp; length: for about 10 to 11 days. Dates will b (Between June 1st and 13th, 2024)</li> </ul>	be discussed					
<ul> <li>NSSU will cover:</li> <li>1. Round trip flight to Japan from Sea Tac.</li> <li>2. Guest accommodations at NSSU Guest House or N breakfast)</li> <li>3. Most lunches and dinners while touring with NSSU</li> </ul>						
<ul> <li>4. Transportation during visit except your own sightse</li> <li>5. NSSU gifts.</li> <li>6. Interpreter and assistant fee.</li> </ul>	eeing.					
<ul> <li>Guests will be responsible for the following:</li> <li>Breakfast</li> <li>Personal shopping, and food on your free day(s).</li> </ul>						
<ul> <li>Contents of the program:</li> <li>Lead the CPR training event at the university: 1day</li> <li>NSSU medical science class experience: 2~3 days</li> <li>Fire department-related tour training or medic ride-</li> <li>Sightseeing in Tokyo and surrounding cities 1~2 day</li> </ul>	-along: 1~2 days					
*Contact person in US: Michiko Eckard, Email: iyo Cell: 206-579-3533	oueikaiwa@comcast.net					
*Contact person in Japan: <b>Dr. Satoo Ogawa</b> , Email: Cell: 090-7256-0327	<u>stream@nittai.ac.jp</u>					
Nippon Sport Science University (NSSU) Faculty (the Emergency Medical Science (EMS)	of Health-Medical Science Course of					
<ul> <li>Emergency, Resuscitation and Disaster Medical Sci 1221-1 Kamoshida-town Aoba-ku Yokohama-city Kanagawa, 227-0033 Japan. Tel: +81-45-963-7949 Fax: +81-45-507-4556</li> </ul>	ience Laboratory					

Nippon Sport Science University (NSSU) Faculty of Health-Medical Science Course of the Emergency Medical Science

Renton Firefighter Bryan Estibal (seated, second from the left)



RRFA Firefighter Estibal training NSSU students during the CPR training event.



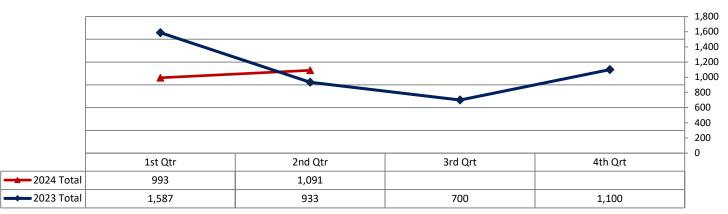
### Office of the Fire Marshal 2024 Monthly Report

### July 2024

### Inspections

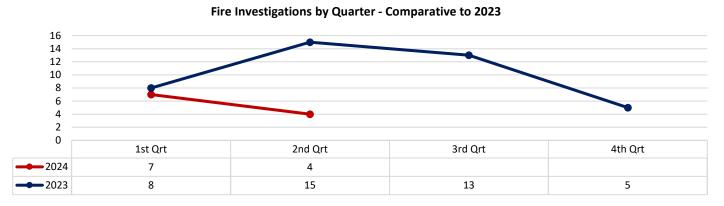
Staff have completed 2,060 inspections (business, multi-family, IFC permit, special, complaint & re-inspections) year to date.

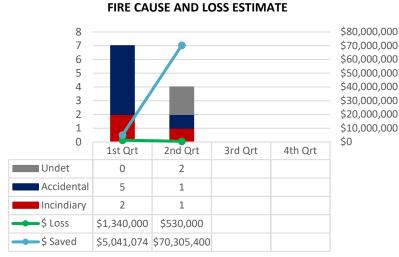
### Inspections Completed by Quarter - Comparative to 2023



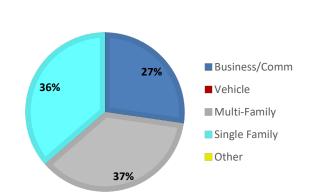
### **Fire Investigations**

Staff investigated 1 fire in June. Total dollar loss for the year is estimated at \$1.9 million, and an estimated \$75 million in saved property.





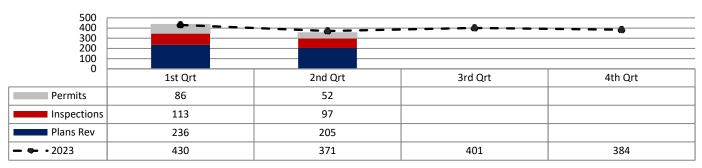
### PROPERTY TYPE OF INVESTIGATED FIRES



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### Plans Review, Construction Inspections & Permits

Staff have completed 441 plans reviews, 210 construction inspections, and issued 148 fire systems and/or fire construction permits year to date.





*Project Highlights: Plans reviewed for two new 5-unit town home buildings located at 1507 Kirkland Ave NE.* 

Met with Tenaska to discuss future placement of a battery energy storage facility within Renton in the Talbot Hill area.

### Public Education / Community Outreach Highlights

The Department participated in 12 educational events, reaching 1,617 attendees and an additional 11 community events, reaching 1,518 attendees in June.



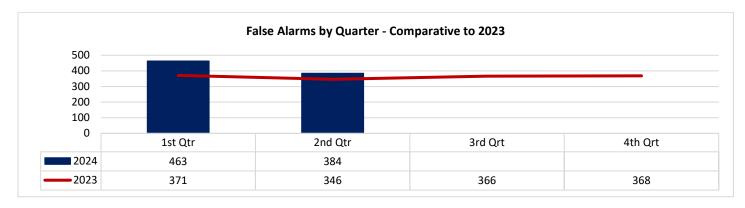
- Crews participated in the Great Egg Drop Challenge at Renton Prep School, with over 80 students participating.
- Crews attended the Kennydale Elementary School carnival and interacted with over 200 students.
- The Department participated in Renton PDs Youth Academy, with 36 students participating.
- E317 participated in the Wildwood View community's annual "Get Together", attended by 60 community members.

70 - 60 - 50 - 40 - 30 - 20 - 10 -					$\begin{array}{c} 10,000\\ 9,000\\ 8,000\\ 7,000\\ 6,000\\ 5,000\\ 4,000\\ 3,000\\ 2,000\\ 1,000\\ 0\\ 0\\ \end{array}$
0	1st Qrt	2nd Qrt	3rd Qrt	4th Qrt	0
Community Events	9	36			
Educational Events	29	23			
Participants (Educational)	1,117	350			
	381	2,806			1
	1,498	3,156			
2023 Community Interactions	1,781	5,188	9,457	5,515	

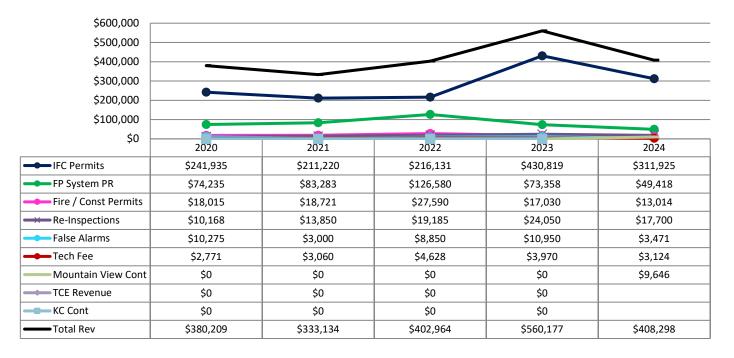
### **PUBLIC EDUCATION & COMMUNITY OUTREACH**

### **False Alarms**

The Department has responded to 847 false alarms year to date.



Revenue \$408,298 in Fire Marshal revenues have been collected year to date.



### OFM Revenue by Year (2020-Present)

### Monthly Overview

### Station Reliability (Not include Out of Jurisdiction Incidents)

RRFA Station Area	First Due Incident Counts	Incidents in RRFA Area	Station Reliability
<b>▲</b>			
11	349	373	93.57%
12	246	272	90.44%
13	351	397	88.41%
14	114	142	80.28%
15	100	117	85.47%
16	125	143	87.41%
17	213	227	93.83%
Total	1498	1671	89.65%

#### **Incident** Breakdown by Station Responses (Including Out of Jurisdiction Incidents)

Incident Type Group	11	12	13	14	15	16	17	Total
100 - Fire	24	12	11	17	8	9	10	62
200 - Overpressure Rupture, Explosion, Overheat			1				1	2
300 - Rescue & EMS	333	254	342	121	97	115	200	1365
400 - Hazardous Condition	3	6	5	6		2	4	19
500 - Service Call	6	12	11	4	2	4	12	48
600 - Good Intent Call	34	13	28	15	8	7	11	108
700 - False Alarm	40	26	31	17	10	13	14	141
Total	440	323	429	180	125	150	252	1745

**Response** Breakdown by Station's Units (Including Out of Jurisdiction Responses)

Un ▲	it/Station	Response Counts
-	11	522
	A311	147
	E311	265
	L311	110
	12	377
	A312	184
	A412	2
	B312	35
	CAR312	11
	DIV312	9
	E312	136
	13	498
	A313	272
	B313	47
	E313	179
	14	189
	E314	182
	HM314	7
Ξ	15	131
	E315	131
Ξ	16	152
	BR316	2
	E316	150
	17	277
	A317	168
	E317	109
	Total	2146

### 1 **Incident** can have multiple **responses**.

• Ex. A car crash (1 incident) might requires 3 Fire Units responding (3 responses)

#### Out of Jurisdiction incidents =

Incidents that didn't happen in RRFA Jurisdiction

#### Station Reliability:

Availability of our closest Station's Units when the incidents were reported

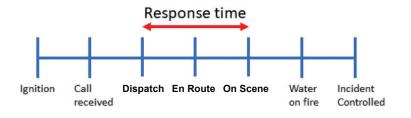
\*The incident total from *Station Reliability Table* is different compare to *Incident Counts by Incident Type* and they are both correct.

- Total Under *Station Reliability Table* shows the number of incidents which have occurred within RRFA jurisdiction
- Total under *Incident Counts by Incident Type* shows the total incidents that RRFA Units have responded to

**Good Intent** Calls include Cancelled enroute, Wrong Location, Controlled Burning, Steam

	90th Percentile Response Time	90th Percentile Travel Time	90th Percentile Turnout Time	Avg Response Time	Avg Travel Time	Avg Turnout Time	Station / Unit
	00:08:38	00:05:59	00:02:39	00:04:59	00:03:30	00:01:29	⊡ 11
	00:07:30	00:04:49	00:02:41	00:04:31	00:02:59	00:01:31	Aid Unit
	00:08:37	00:05:59	00:02:37	00:05:19	00:03:44	00:01:34	Engine
	00:08:54	00:06:28	00:02:26	00:05:04	00:03:50	00:01:14	Ladder Truck
	00:08:36	00:06:01	00:02:34	00:05:17	00:03:41	00:01:35	⊡ 12
	00:08:04	00:05:24	00:02:39	00:04:58	00:03:24	00:01:34	Aid Unit
	00:09:20	00:06:55	00:02:24	00:05:54	00:04:16	00:01:37	Engine
	00:09:46	00:07:15	00:02:31	00:06:24	00:04:52	00:01:32	⊡ 13
	00:09:52	00:07:20	00:02:31	00:06:19	00:04:44	00:01:34	Aid Unit
ition:	00:09:34	00:07:07	00:02:26	00:06:40	00:05:13	00:01:27	Engine
<b>Turnout time</b> = Dispatch	00:08:33	00:05:54	00:02:39	00:04:47	00:03:07	00:01:40	⊡ 14
to	00:08:33	00:05:54	00:02:39	00:04:47	00:03:07	00:01:40	Engine
Firefighters in vehicle ready to respond	00:08:38	00:06:11	00:02:26	00:06:18	00:04:33	00:01:45	⊡ 15
	00:08:38	00:06:11	00:02:26	00:06:18	00:04:33	00:01:45	Engine
el Time = Firefighters in vehicle ready to respond	00:09:08	00:06:16	00:02:52	00:06:07	00:04:09	00:01:58	⊡ 16
to	00:09:08	00:06:16	00:02:52	00:06:07	00:04:09	00:01:58	Engine
Firefighters On Scene	00:08:12	00:05:31	00:02:41	00:05:16	00:03:38	00:01:38	⊡ 17
<b>Response Time</b> = Dispatch	00:08:12	00:05:35	00:02:37	00:05:12	00:03:37	00:01:34	Aid Unit
to	00:08:23	00:05:11	00:03:11	00:05:25	00:03:39	00:01:45	Engine
Firefighters On Scene	00:09:00	00:06:21	00:02:39	00:05:34	00:03:57	00:01:36	Total

### Last Month Response Time Breakdown



### Year-to-date RRFA Incidents Overview

Incident Counts by RRFA Station Areas (Not including Out of Jurisdiction Incidents)

Station Areas	January	February	March	April	May	June	Total
11	447	354	412	347	379	373	2312
12	376	283	271	274	281	272	1757
13	434	329	370	352	394	397	2276
14	106	82	91	93	101	142	615
15	133	111	125	100	103	117	689
16	155	115	145	114	153	143	825
17	250	171	200	173	202	227	1223
Total	1901	1445	1614	1453	1613	1671	9697

### Incident Counts by NFIRS Incident Type (Including Out of Jurisdiction Incidents)

Incident Type Group	January	February	March	April	May	June	Total
100 - Fire	22	23	30	26	41	62	204
200 - Overpressure Rupture, Explosion, Overheat	3	2		1		2	8
300 - Rescue & EMS	1390	1212	1327	1230	1338	1365	7862
400 - Hazardous Condition	26	19	39	17	27	19	147
500 - Service Call	185	49	43	43	59	51	430
600 - Good Intent Call	117	94	135	93	116	111	666
700 - False Alarm	240	114	129	135	129	141	888
800 - Severe Weather & Natural Disaster	1	1					2
900 - Special Incident	1				1	1	3
Total	1985	1514	1703	1545	1711	1752	10210

Responses	Breakdown	by Apparatus	

Ap	paratus Station	January	February	March	April	May	June	Total
	11	588	486	542	453	493	522	3084
	A311	170	142	162	153	176	147	950
	E311	283	227	263	214	220	265	1472
	L311	135	117	117	86	97	110	662
	12	456	369	357	351	378	377	2288
	A312	226	187	171	176	195	184	1139
	A412						2	2
	B312	29	27	34	27	38	35	190
	CAR312	22	18	24	20	18	11	113
	DIV312		2	3	1	2	9	17
	E312	179	135	125	127	125	136	827
Ξ	13	490	411	463	425	488	498	2775
	A313	252	216	247	234	260	272	1481
	B313	33	42	32	22	34	47	210
	E313	204	153	184	165	194	179	1079
	E413	1			4			5
	14	161	104	146	126	147	189	873
	E314	138	95	129	119	141	182	804
	HM314	23	9	17	7	6	7	69
Ξ	15	156	124	137	114	127	131	789
	E315	156	124	137	114	127	131	789
Ξ	16	197	120	156	133	171	152	929
	BR316	4			3		2	9
	E316	178	120	156	130	171	150	905
	E416	15						15
$\square$	17	310	214	229	210	234	277	1474
	A317	173	147	143	124	153	168	908
	BR317				1	2		3
	E317	137	67	86	85	79	109	563
	Total	2358	1828	2030	1812	2038	2146	12212



### Governing Board Agenda Item

SUBJECT/TITLE: Recruit Bunker Gear Purchase Approval

STAFF CONTACT: Deputy Chief Dan Alexander

### SUMMARY STATEMENT:

In preparation for the August 2024 recruit academy, the logistics section is seeking approval to purchase the recruits bunker gear. Each recruit needs 2 full sets. With 10 recruits the purchase is for 20 sets of bunker gear.

FISCAL IMPACT:
Expenditure 83544.82 Revenue
Currently in the Budget Yes 🖌 No 🗌 N/A
SUMMARY OF ACTION:
Approval the procurement of 20 sets of bunker gear for the 10 recruits set to enter the recruit academy in August of 2024.
Reviewed by Legal Yes No N/A

SeaWestern Bunker Gear Quote

EXHIBITS:

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the purchase of 20 sets of bunker gear for the August recruit class.



Phone: (425) 821-5858 Email: info@seawestern.com www.seawestern.com

Quote

Bill To					Ship To:		Date		06/03/2024
18002 -	ON REGI 108TH 2 ON, WA 9	AVE SE	FIRE AUTHORIT	Y	RENTON REGIONAL 7691 South 180th Stree Kent, WA 98032		Customer	· No.	10658
							Quote No		QUO23454
							Sales Rep		
]	Expires		Attention		Delivery	FOB	A duisa Da		
07	//03/202	4					Adrian Pa	rker	
Qty	Unit	P	art Number		Π	Description		Unit Price	Ext. Price
20	EA		er V-Force Coat	MAX Gore Self I York Mic <sup>7</sup> Ches Nam	Vestern Lion Rainier V-F K Outershell, 32" Length Crosstech "Black" Mois Material Coat Cuffs, 3" Y Trim Pattern, 6" x 10" F Tab on Left Chest, Mic T st, Over-the-Thumb Wrist	orce Coat - ISODRI Syster , K7 Glide Thermal Liner sture Barrier, Raglan Sleev Yellow Ventilated Triple Tr Full Bellow Pockets, Radio Tab and Flashlight Assembl tlets, Drag Rescue Device, epartment Lettering on Yol	with W.L. e Design, im in New Pocket and y on Right Hanging	2,008.56	40,171.20
20	EA	PBI M	Iax Black	Upgr	rade Outershell to Black	PBI MAX		84.49	1,689.80
20	EA	CR230 710Z	6Z-CLF221Z-CC	Colla	ar Wristlet Zipper Liner A	Attachment		41.60	832.00
40	EA	LTSL: S	3YNS-LTSL2YN		itional 3" Letters Attache RA PER COAT	d to Back Yoke of Coat - 8	FREE (1)	7.60	304.00
20	EA	Center	r Cut Plus	Upgr	rade Liner to G0 Center G	Cut Plus Thermal Liner		92.59	1,851.80
20	EA	Rainie	er V-Force Pant	MAX Cross Black of Pa Full	K Outershell, K7 Glide T stech "Black" Moisture I k AraShield Reinforceme adding in Knee, 3" Yellow Below Pocket on Left Sid	orce Pant - ISODRI Syster hermal Liner with W.L. Go Barrier, Contoured Legs an ent on Knees and Cuffs, Tw v Ventilated Triple Trim, 9' de, Tool Pocket on Right S stem, Boot Cut with H-Bac Suspender Attachment	ore d Knees, vo Layers " x 10" x 2" ide, Zipper	1,405.50	28,110.00
20	EA	PBI M	lax Black-Pant	Upgr	rade Outershell to Black	PBI MAX		46.49	929.80
20	EA	FLY23	33Z-PLF004Z	Zipp	er Liner Attachment			22.84	456.80
20	EA	Center	r Cut Plus	Upgr	rade Liner to G0 Center C	Cut Plus Thermal Liner		73.33	1,466.60

Subtotal	75,812.00
Tax Total - 10.2%	7,732.82
Total	\$83,544.82

Pricing valid for above listed quantities Restocking fee up to 25% will apply on any non-stock merchandise Returns within 30 days of receipt Custom orders are non-cancellable, non-returnable Unless otherwise noted, pricing does not include shipping. Orders over \$2500 paid by credit card will have a 3% processing fee applied.



### Governing Board Agenda Item

SUBJECT/TITLE: Spectrum Pension Consultants Master Service Agreement

STAFF CONTACT: Samantha Babich, CAO

### SUMMARY STATEMENT:

As part of the new 457(b) plan, the RFA will transition from TIAA Cref to Spectrum Pension Consultants for plan management services. This includes record keeping, platform services, participant account transactions, and reporting. Staff requests that the Board, as fiduciary for the RRFA, approve the attached Master Service Agreement and authorize the Fire Chief to sign on their behalf.

FISCAL IMPACT:	
Expenditure 0 Revenue 0	
Currently in the Budget Yes No N/A	
SUMMARY OF ACTION:	
In working with Decision Point Financial we have identified Spectrum Pension Consultants to provide plan management services for the RFA's 457(b) deferred compensation plan. All service fees will be paid from plan assets with no expense to the RFA.	
Reviewed by Legal Yes Vo N/A	
EXHIBITS:	

Spectrum Pension Consultants Master Service Agreement

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

Motion to approve the Master Service Agreement with Spectrum Pension Consultants, Inc., and authorize the Fire Chief to sign on the Board's behalf.

### Spectrum Pension Consultants, Inc. Master Service Agreement

This Master Service Agreement (this "Agreement") is made by and between Spectrum Pension Consultants, Inc. ("Company") having a notification address of

6402 19th Street West Tacoma, WA 98466 United States,

And Renton Regional Fire Authority ("Client") having a notification address of

18002 108<sup>th</sup> AVE SE Renton, WA 98198 United States

Company and Client are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties."

1. <u>Effective Date and Termination</u>. This Agreement shall be effective on the date that all Parties have mutually executed this Agreement (the "Effective Date") and shall continue in effect until otherwise terminated by a Party in accordance with the terms and conditions herein. Any Party may terminate this Agreement for any reason upon providing the other Party thirty (30) days written notice. This Agreement shall automatically terminate in the event that: (1) Client declares bankruptcy; or (2) Company ceases all business operations, without a successor entity. In the event that Client fails to make payment to Company for services rendered in accordance with this Agreement for a period of sixty (60) days from when such payments are due, Company may, in its sole and absolute discretion, withhold further services and terminate this Agreement by written correspondence to Client. Termination of this Agreement by Company, in accordance with this provision, shall not serve to relieve Client of obligations to pay for services previously rendered by Company.

2. <u>Services</u>. Company shall provide management consulting as requested by the Client (the "Services"). Any additional services performed by Company shall be governed by exhibits and addenda to this agreement or a statement of work.

3. <u>Fees</u>. The Services shall be performed by Company personnel at their then-current hourly rates (collectively "Standard Hourly Rates"). Company's Standard Hourly Rates are posted on its website located at www.spectrumpension.com/rates (the "Website"). Standard Hourly Rates and any and all fees charged for any Services may be amended by Company, in its sole and absolute discretion, at any time and from time to time, upon Company posting new Standard Hourly Rates on its Website and providing advance written notice directly to Client. In addition, Client shall reimburse Company for all reasonable out-of-pocket costs incurred by Company in the course of providing Services to Client, including, but not limited to, governmental agency fees, courier services, mailing and postage costs, copying and/or printing costs and travel expenses. Company shall bill Client for the Services and incurred out-of-pocket costs in the calendar quarter following the calendar quarter in which such Services are performed or expenses incurred unless otherwise agreed to in writing. All invoices are due within 30 days of receipt. Client shall notify Company of any dispute with any invoice within thirty (30) days of Client's receipt of such invoice. Client hereby waives its right to contest undisputed invoices that are not challenged within ninety (90) days of Client's receipt thereof. In certain circumstances and for certain projects, Company may require a retainer be paid by Client in advance of any Services being performed.

4. <u>Indemnification</u>. Except in the case of Company's gross negligence or willful misconduct, Client agrees to indemnify, defend, release and hold Company, and Company's subsidiaries, affiliates, partners, contractors, subcontractors, vendors, consultants, agents and representatives, and each of their respective officers, directors, shareholders, members, managers, employees, agents and representatives (collectively, "Company Group"), harmless from and against any and all claims, losses, damages, liabilities, costs and other expenses of any kind whatsoever (including any attorneys' fees and collection or court costs) (collectively, "Claims") arising from or in connection with

Client's operation of its business or any retirement plans Client maintains or any breach of Client's duties and responsibilities under this Agreement.

5. <u>Provision of Data and Information to Company</u>. Client will provide Company with all requested information and data on a timely basis and Client will be solely responsible for ensuring that the information and/or data provided is accurate and complete. Company may rely exclusively on information provided by Client and/or, as the case may be, Client's other advisors. Company has no duty, responsibility or means to independently verify the accuracy of such information. **Company hereby disclaims any and all liability for relying on data and information provided by Client and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.** 

6. <u>Independent Contractor</u>. All services performed by Company shall be as an independent contractor and not as an employee of Client. Neither Party shall be construed, in any way, as an agent, partner or joint venturer of the other Party. Unless otherwise agreed, this Agreement creates no agency relationship between the Parties, and nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind one another in any manner whatsoever except as specifically set forth herein.

7. <u>Warranty Disclaimer</u>. Company does not make and hereby expressly disclaims any and all warranties regarding the Services, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties arising from course of dealing or course of performance. Furthermore, Company makes no guarantee with respect to the success, results, efficacy, etc. of the Services.

8. <u>Limitation of Liability</u>. Except in the case of Company's gross negligence or willful misconduct, Company shall not be liable, regardless of the form of action, for any loss of profits, goodwill, other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, whether or not foreseeable, even if Client has been advised of the possibility of such damage, in relation to the Services performed hereunder. In no event shall Company's total liability under this Agreement exceed the greater of (a) fees actually paid by Client for the Services provided hereunder or (2) the proceeds actually paid out by the insurance company for the applicable claim under an applicable Company general or professional liability insurance policy, to the extent allowed by applicable law or the applicable insurance policy.

9. <u>Circular 230 Disclosure</u>. The Internal Revenue Service requires that Company inform Client Company is not a tax advisor and there is no tax advice in this Agreement, and the Agreement was not written, and cannot be used by Client, for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code. In addition, Client may not use any advice from this Agreement or any Exhibits and related materials in promoting, marketing, or recommending any transaction to any third parties.

10. Dispute Resolution. In the event of any dispute between the Parties hereto regarding this Agreement that the Parties are unable to resolve among themselves, the Parties shall submit to final, binding arbitration conducted in Seattle, WA. The Parties shall select one arbitrator, who shall not be related to, affiliated with, or employed by either Party. The arbitrator shall select the rules of arbitration. The decision of the arbitrator shall be final and binding upon the parties, and may, if necessary, be reduced to judgment in any court of competent jurisdiction. The prevailing party in any such arbitration or dispute shall be awarded reasonable attorney fees, court costs, arbitration expenses, etc. The arbitrator shall render his or her decision within sixty (60) days of completion of the arbitration hearing. Except for the entry of such judgment, neither any Party nor the arbitrator may disclose the content or results of any arbitration hereunder without the prior written consent of all Parties. If Company is required to commence collection procedures to collect fees and costs incurred hereunder and Company prevails, whether in a court of law or arbitration, Client agrees to pay any all costs associated therewith, including, without limitation, Company's attorneys' fees, court costs, arbitration expenses, etc. No dispute between the Parties is required to be submitted to arbitration pursuant to this section provided that the amount involved in such dispute is five thousand dollars (\$5,000.00) or less. If any Party hereunder requests arbitration and the other Party fails to immediately work with the requesting Party to schedule arbitration, the requesting Party may instead file a complaint in a court of competent jurisdiction for any claims. This section shall in no way limit the Parties' right to injunctive relief.

11. <u>Non-Solicitation</u>. The Parties agrees that during the term of this Agreement and for a period of two (2) years thereafter, no Party shall solicit, hire, encourage, or cause others to solicit, hire, encourage, or cause any employees of any Party to terminate their existing employment with that Party.

12. <u>Document Retention</u>. Any Client documents retained by Company shall be copies and are for Company's records only, and are not intended to substitute for the maintenance and/or retention of documents as may be required by applicable law. Client shall be responsible for retaining all records required by applicable law. Company reserves the right, in its sole and absolute discretion, to destroy all Client documents six (6) months from the termination of this Agreement, unless otherwise agreed to by the Parties in writing. Company shall be reimbursed for its time and expense in preparing copies of documents requested by Client.

13. <u>Electronic Delivery</u>. To the extent allowed by applicable law, Company will endeavor to provide the Services, documents, deliverables, and data under this Agreement electronically or digitally if at all possible. Client agrees to provide Company all requested data, records, documents, etc. through electronic portals requested by Company. Company reserves the right to bill Client for the time and expense incurred by Company in converting data to electronic or digital form.

14. <u>Governing Law</u>. This Agreement shall be interpreted and governed under the laws of the state of Washington.

15. <u>Assignment</u>. This Agreement may be assigned by Client only with the express written permission of Company, which permission may be withheld for any reason. Company shall have the right to assign any rights under this Agreement, including, without limitation, the subcontracting any of the Services to be provided hereunder, in its sole and absolute discretion.

16. <u>Notice</u>. Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, certified mail, postage prepaid, return receipt requested to the addresses set forth above. Client shall have the duty to update its address of record with Company.

17. <u>Waiver</u>. The waiver by any Party hereto of a breach of a provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.

18. <u>Severability</u>. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.

19. <u>Counsel</u>. The Parties hereby expressly acknowledge that each Party has been given the opportunity to consult with separate legal counsel for advice on this matter.

20. <u>Counterparts</u>. This Agreement shall be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

21. <u>Headings</u>. The headings of the sections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included herein.

22. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, heirs, and assigns.

23. <u>Force Majeure</u>. No Party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

IN WITNESS WHEREOF, the terms and conditions of this Agreement are agreed to and accepted by the Parties below:

Renton Regional Fire Authority (Client)

Signature and Date Required	
Χ	
Authorized Person Signature	Date
Steve Heitman Printed Name	Fire Chief

Spectrum Pension Consultants, Inc. (Company)

Signature and Date Required	
Х	
Authorized Person Signature	Date
Yannis P. Koumantaros	President Title

### Spectrum Pension Consultants, Inc. Non-ERISA Plan Addendum

This Non-ERISA Plan addendum (this "Addendum") is attached to and made a part of that certain Master Service Agreement ("MSA") by and between Spectrum Pension Consultants, Inc. ("Company"), and ("Client"). The Plan Administrator ("Administrator") of the (the "Plan") shall also be made part of this Addendum and hereby accepts and agrees to the terms of the MSA. Company, Client and Administrator are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties." In the event of a conflict between the terms and provisions of the MSA and this Addendum, the terms and provisions of this Addendum shall control. Unless otherwise defined herein, or unless the context otherwise requires, terms initially capitalized in this Addendum shall have the same meaning as such initially capitalized terms do in the MSA.

1. <u>Services</u>. Client and Administrator have requested that Company perform certain management services to the Plan (collectively, "Plan Management Services"). The specific Plan Management Services to be performed will be specified in separate exhibits to this Addendum.

2. <u>Fees</u>. To the extent allowed by applicable law, all Plan Management Service fees directly in relation to the operation and management of the Plan not otherwise paid by Client shall be paid and guaranteed from Plan assets (collectively, the "Plan Assets"). Client and Administrator hereby agree that invoices for the Services provided, if unpaid for sixty (60) days from receipt by Client or Administrator, shall become payable from the Plan Assets and Client shall immediately complete and return to Company any form(s) necessary to authorize the direct debit of Plan Assets assets for the payment of the Services rendered by Company. Accounts more than sixty (60) days past due may be charged interest at a rate of one percent (1%) per month. For purposes of this Addendum and all exhibits hereto, "Market Value" shall be defined as the current value of the Plan's assets as they are recorded in Spectrum's retirement plan management system.

3. <u>Participant Account Transactions</u>. Client may make available to individual participants of the Plan ("Participants") a broad range of features and services available within their accounts. When requested by Client or a Participant and authorized by the Plan's governing documents and applicable law, Company agrees to provide the following services to Participants (collectively, "Participant Account Transactions"):

- a. *Hardship/Unforeseeable Emergency Withdrawals*. Processing hardship and/or unforeseeable emergency withdrawal requests and initiating distribution of proceeds.
- b. *In-Service Distributions*. Processing elective and mandated in-service distributions for Participants, in accordance with Plan provisions.
- c. *Participant Loan Maintenance and Reporting*. Verification of Plan loan payments, documentation of repayment components, allocation to Participants' accounts in accordance with elections, and preparation of loan schedules for Client and fiduciary reporting purposes.
- d. *Participant Loan Origination*. Preparation of loan illustrations, amortization schedules, loan origination documentation, distribution of loan proceeds and instructions for loan repayments.
- e. *DRO Processing*. Preparation of documentation in relation to Domestic Relations Orders issued by State courts in the case of marital dissolutions, including responses to orders, segregation of plan assets, and creation of spousal accounts or processing distributions.
- f. *Rollover Contributions*. Processing incoming rollover contributions, including, if applicable, investment elections and in-Plan Roth rollovers.
- g. *Termination Distributions*. Processing terminations, preparation and distribution of election forms, following up to obtain elections, and processing distributions.

4. <u>Participant Account Transaction Fees</u>. Participant Account Transactions are billed on a unit charge basis depending on the amount and type of Services provided by Company and are generally allocated to the requesting Participant's account, unless separately agreed to in writing. Participant Account Transaction fees shall be billed at the rates set forth by Company on its Website. Participant Account Transaction fees and any and all fees charged for any Services may be amended by Company, in its sole and absolute discretion, at any time and from time to time, upon Company posting new Participant Account Transaction fees on its Website.

5. <u>Client Responsibilities</u>.

- a. *Timely Response to Requests for Information*. In all cases, Client will provide Company with requested data and/or information no later than thirty (30) days from Client's receipt of such requests by Company.
- b. *Provision of Plan Data and Information to Company*. Client is responsible for notifying Company of all instances of termination of employment and, if applicable, leaves of absence, within thirty (30) days of the occurrence of such event. Where a Participant's or spouse's signature is required in order to carry out administrative functions and Client is responsible for obtaining such signatures, Client is responsible for assuring that such signatures are genuine and valid. Client is also responsible for executing documents and forms within the timeframes specified by Company. **Company hereby disclaims any and all liability for invalid signatures obtained or provided by Client and Client agrees to indemnify, defend, release, and hold harmless Company and Company Group from any and all Claims arising therefrom.** 
  - i. Plan operation, qualification and compliance may be affected by other plans sponsored by Client (whether currently operating or terminated and whether or not administered by Company). Other companies owned by Client or by owners of Client may also affect the administrative requirements of Client's Plan. Likewise, acquisitions or dispositions of ownership in other companies by Client can have a significant effect on the Plan. Client is responsible for informing Company of all related companies and plans and notifying Company when there is a change to such information. **Company hereby disclaims any and all liability for Client's failure to notify Company in this regard and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**
- c. Plan Contributions and Funding. When required by the Plan's governing documents or applicable law, Client is responsible to ensure that funds are actually contributed to the Plan's custodial account(s) (collectively, the "Plan's Custodial Account"). Client is also responsible for notifying Company of the dates and amounts of all payments or transmittal of funds contributed to the Plan's Custodial Account within thirty (30) days of such events. Where Plan custodians provide statements to Company detailing contributions, such statements shall serve to satisfy Client responsibilities, provided such information is complete. Company hereby disclaims any and all liability arising out of Client's contributions, or failure to make contributions, to the Plan and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.
- d. *Provision of Information to Employees*. From time to time, Company may furnish Client with reports, statements and/or other documents and/or information that must be distributed to employees or Plan Participants and/or beneficiaries. In such cases, Company will notify Client as to the required recipient of such materials and the required timing for distribution to such recipients. After receiving such materials and notification, Client will be solely responsible for carrying out such distribution of materials and Company will have no further obligations in that regard. Company hereby disclaims any and all liability arising out of Client's provision of information to employees, Participants, and beneficiaries, or failure to make provision of information to employees, Participants and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.
  - i. If Company, in Company's sole and absolute discretion, provides information directly to Participants, Company does so on Client's authorization and is acting as Client's Agent. Such actions will not constitute an obligation on Company's part to correspond directly with Participants on other matters except as otherwise agreed in writing.
- e. *Monitoring and Determining the Reasonableness of Fees.* Client shall be solely responsible for monitoring and determining the reasonableness of any and all fees charged to the Plan.

- f. *Monitoring the Performance of Service Providers*. Client shall be responsible for monitoring the performance of anyone providing services to the Plan, including, but not limited to, Company. Client shall review the reports or other items Company prepares for Client on a regular basis and notify Company immediately of any errors or inconsistencies that Client identifies on any report, form, or other communication from Company.
- g. *Execution*. Client is responsible for filing any and all government reports that Company may prepare with the appropriate agency. If applicable, Client will make itself available to Company on a timely basis for a signing ceremony to execute any and all applicable reports.
- h. *Fidelity Bond*. When required by the Plan's governing documents or applicable law and unless otherwise agreed to in writing by Company, Client shall be solely responsible for obtaining a fidelity bond for the Plan.

6. <u>Late Filings and Penalties</u>. Company shall not be responsible for any late filings, penalties, interest and/or other costs to Client or to the Plan arising from Company's withholding of any Services pending payment of past due accounts or due to Client's failure to act, execute, or otherwise perform under the MSA or this Addendum.

7. <u>Reliance on Information and Data</u>. Company's responsibility to acquire information is strictly limited to requesting it from Client or other applicable third parties designated by Client. Client acknowledges and agrees that: (a) Company may rely on information provided by Client; (b) **Company is not liable for any errors or omissions** made as a result of incomplete, incorrect, or inaccurate information furnished to Company by Client and/or any third parties acting as the express agent of Client (such as investment advisors, investment managers or other professional advisors, such as accountants, attorneys or appraisers), and (c) Client shall indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.

8. <u>Excluded Services</u>. Client is solely responsible for all discretionary decisions relating to the Plan, including, without limitation, the interpretation of Plan provisions, the evaluation of claims made by Participants for Plan benefits, and the investment of the Plan Assets. Client acknowledges and agrees that Company is not a registered investment advisor and makes no decisions with respect to how the Plan or the Plan Assets are invested. Client also acknowledges and agrees that Company performs services in an advisory capacity only and exercises no discretion as to the administration of the Plan and the management of the Plan Assets. Client and Administrator hereby acknowledge and affirm that neither Company nor any of Company's officers, directors, or employees are a fiduciary of the Plan or Plan Assets, nor are any of them the administrator of the Plan as the terms fiduciary and administrator are defined under the Internal Revenue Code ("IRC") or any applicable state law. Furthermore, Company does not: 1) provide bookkeeping or accounting services; 2) invest Plan Assets assets; 3) value Plan Assets; 4) prepare certified statements of Plan Assets; 5) monitor investment performance or the performance of investment managers or advisors; or 6) handle, take custody of or manage Plan assets.

9. <u>Specialized and Extraordinary Services</u>. Unless otherwise agreed to by the Parties in writing, any specialized, extraordinary or non-routine services shall be performed by Company at its Standard Hourly Rates. Examples of specialized services include, without limitation, audit support, compliance resolution, custom reporting, data entry, etc.

10. <u>No Responsibility for Plan Documents</u>. Unless otherwise agreed in writing, Company shall not be responsible for maintaining, modifying, amending and/or restating Plan documents. Client shall be solely responsible for ensuring Plan documents are properly maintained, modified, amended and/or restated as applicable.

11. <u>Regulated Investment Companies</u>. In certain instances, Company may receive payment from regulated investment companies (i.e., mutual funds) and other regulated investment management organizations with respect to services, the assets of which are managed by and/or invested with such entities. Such payments are authorized under the provisions of applicable securities legislation and regulation. Unless otherwise agreed by the Parties, such payments shall reduce fees charged by Company for Services directly related to the operation and management of the Plan.

12. <u>Brokerage Accounts</u>. If allowed by applicable law and the Plan's governing documents grant Participants the option of self-directed brokerage accounts (including, without limitation, brokerage accounts, partnerships/joint ventures, debt, and real property), Company is not responsible for monitoring the access to any such accounts, the Plan assets invested in such accounts, or the risks of violating applicable law that may arise, including, but not limited to:

- a. Verifying that the self-directed brokerage account option has been made available in a manner that is nondiscriminatory;
- b. Monitoring such accounts for, or identifying prohibited transactions that may occur through the use of such accounts;
- c. Advising Client regarding additional bonding requirements that may result; and
- d. Identifying and preparing tax forms in relation to unrelated business taxable income that may result from certain investments in such accounts.

13. <u>No Liability for Corruption or Loss of Data</u>. Except in the case of Company's negligence or willful misconduct, Company shall have no liability for any Claims relating to the loss or corruption of electronic data or systems.

IN WITNESS WHEREOF, the terms and conditions of this Addendum are agreed to and accepted by the Parties below:

### **Renton Regional Fire Authority (Client)**

Signature and Date Required	
Χ	
Authorized Person Signature	Date
Steve Heitman Printed Name	Fire Chief

### Renton Regional Fire Authority (Plan Administrator)

Signature and Date Required		
Χ		
Authorized Person Signature	Date	
Steve Heitman Printed Name	Fire Chief	

#### Spectrum Pension Consultants, Inc. (Company)

Signature and Date Required X	
Authorized Person Signature	Date
Yannis P. Koumantaros	President Title

### Spectrum Pension Consultants, Inc.

### **Exhibit B – Platform Services**

This Exhibit B – Platform Services (this "Exhibit") is attached to and made a part of that certain Master Service Agreement and all addenda thereto (collectively the "MSA"), by and between Spectrum Pension Consultants, Inc. ("Company"), and ("Client"). The fiduciary ("Fiduciary") of the retirement plan known as (the "Plan") shall also be made part of this Exhibit and hereby accepts and agrees to the terms of the MSA and all addenda thereto. Company, Client and Fiduciary are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties." In the event of a conflict between the terms and provisions of the MSA and any addenda thereto and this Exhibit, the terms and provisions of this Exhibit shall control. Unless otherwise defined herein, or unless the context otherwise requires, terms initially capitalized in this Exhibit shall have the same meaning as such initially capitalized terms do in the MSA and all addendum thereto.

1. <u>Platform Services</u>. Company maintains individual records of account for every Plan Participant, contribution source, and investment fund (collectively, "Platform Services"). Client hereby retains Company to perform Platform Services on behalf of Client. Platform Services include maintenance of Participant elections and changes, execution of Participant directions, where applicable, and reconciliation of investment transactions. Company will establish Participant and related data on its Platform Service system that includes indicative data (name, address, etc.). Company will provide assistance to coordinate the establishment of Participant data on Company's Platform Service system.

2. <u>Platform Recordkeeping</u>. For Platform Services, Company provides a mechanism that enables Fiduciary's and/or Participants to select among designated investments. Under this mechanism, Company maintains individual Participant records updated on a daily basis to reflect investment gains and losses or Participant initiated investment transactions. Other features include:

- a. Periodically requesting and obtaining current employee payroll data;
- b. Processing new Participants' enrollment elections;
- c. Crediting individual employee and employer contributions to Participants' accounts in accordance with employer provided data, Plan provisions and Participants' individual elections;
- d. Allocation of investment gains and/or losses to individual Participants' accounts
- e. Basic custodial, trust, and cashiering services through regulated financial institutions;
- f. Execution and settlement of investment transactions initiated by authorized Plan representatives;
- g. Leading retirement plan technology infrastructure, including:
  - i. Spectrum Advisor Web<sup>TM</sup>, a website where financial professionals can monitor Plan investments and manage Plan accounts;
  - ii. Spectrum Participant Web<sup>TM</sup>, a website where Plan Participants can view account summaries, initiate Participant account transactions, access on-demand reports and forms, and view individual investment returns;
  - iii. Spectrum Plan Sponsor Web<sup>TM</sup>, a website where Plan sponsors can access plan information, view reports, and securely transmit payroll or census data; and
- h. Linked brokerage windows with a wider range of investment options; and
- i. Preparation of required notices, reports, and periodic benefit statements for Plan Participants.

3. <u>Platform Service Fees</u>. There are three (3) components to fees Platform Services: (a) a base fee per plan ("Base Fee"); (b) a per Participant fee levied on all Participants with an accrued benefit under the Plan (the Participant Fee"); and (c) a market value fee based on the Plan's Market Value (the "Market Value Fee"). For this Exhibit, the Base Fee shall be <u>\$0</u> per quarter, the Participant Fee shall be <u>\$0</u> per Participant with an accrued benefit under the Plan as of the date each quarter the Market Value Fee is levied.

4. <u>Trade Processing</u>. While Company makes every effort to coordinate timely execution and settlement of all trade requests, Company will not be responsible for any losses or damages incurred due to Company's timely and accurate execution of trades requested by Participant or other authorized party or due to trade execution errors not under Company's direct control, including, without limitation, trades rejected or delayed by the Plan custodians, the national securities clearing corporation, fund companies or other parties.

IN WITNESS WHEREOF, the terms and conditions of this Exhibit B are agreed to and accepted by the Parties below:

Renton Regional Fire Authority (Client)

Signature and Date Required	
Χ	
Authorized Person Signature	Date
Steve Heitman Printed Name	Fire Chief

### (Fiduciary)

Signature and Date Required X	
Authorized Person Signature	Date
Printed Name	Title

### Spectrum Pension Consultants, Inc. (Company)

Signature and Date Required		
Authorized Person Signature	Date	
Autorized i erson Signature	Date	
Yannis P. Koumantaros	President	

#### Spectrum Pension Consultants, Inc. Exhibit C - Plan Document Services

This Exhibit C – Plan Document Services (this "Exhibit") is attached to and made a part of that certain Master Service Agreement and all addenda thereto (collectively the "MSA"), by and between Spectrum Pension Consultants, Inc. ("Company") and ("Client"). The fiduciary ("Fiduciary") of the retirement plan known as (the "Plan") shall also be made part of this Exhibit and hereby accepts and agrees to the terms of the MSA and all addenda thereto. Company, Client and Fiduciary are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties." In the event of a conflict between the terms and provisions of the MSA and any addenda thereto and this Exhibit, the terms and provisions of this Exhibit shall control. Unless otherwise defined herein, or unless the context otherwise requires, terms initially capitalized in this Exhibit shall have the same meaning as such initially capitalized terms do in the MSA and all addenda thereto.

1. <u>Plan Document Services</u>. Company hereby agrees to prepare and make available to Client preapproved Plan documents for many types of retirement plans, for the convenience of Client and review by Client's legal counsel (collectively, "Preapproved Plans"). If requested by Client, Company also may prepare ancillary documents for review by Client's legal counsel, such as Plan amendments and required notices and restatements to the Plan as required by law (collectively, "Ancillary Documents").

2. <u>Fees for Plan Document Services</u>. Company's Preapproved Plans and Ancillary Documents shall be provided to Client on a fixed fee basis as set forth on the Website or billed at Standard Hourly Rates, depending on the work to be performed.

3. <u>No Legal Advice</u>. Neither Company nor any of Company's officers, directors, or employees are authorized to offer or provide legal or tax advice. Client and/or Fiduciary are solely responsible for obtaining legal advice. Although Company provides certain legal documents, such as plan and trust documents and forms, as a part of its services, such documents are specifically provided to Client and/or Fiduciary for review by qualified legal counsel.

IN WITNESS WHEREOF, the terms and conditions of this Exhibit C are agreed to and accepted by the Parties below:

Renton Regional Fire Authority (Client)

Signature and Date Required	
Χ	
Authorized Person Signature	Date
Steve Heitman Printed Name	Fire Chief

# (Fiduciary)

Signature and Date Required X	
Authorized Person Signature	Date
Printed Name	Title

#### Spectrum Pension Consultants, Inc. (Company)

Signature and Date Required		
Х		
Authorized Person Signature	Date	
Yannis P. Koumantaros	President	



# Governing Board Agenda Item

SUBJECT/TITLE: Decision Point 457(b) Retirement Plan Agreement and Investment Policy Statement STAFF CONTACT: Samantha Babich, CAO

# SUMMARY STATEMENT:

Since its inception, the RFA has participated in the City of Renton's deferred compensation plan. Over the past two years, the RFA, in collaboration with Local 864, has been exploring alternative plans and has identified an advisor to facilitate the RFA setting up a plan independent of the City's plan. Staff request that the Board, as fiduciary for the RRFA, approve the attached Retirement Plan Agreement and Investment Policy Statement and authorize the Fire Chief to sign on their behalf.

# FISCAL IMPACT:

Expenditure 0	Revenue 0	
Currently in the Budget	Yes No N/A 🗸	
SUMMARY OF ACTION:		

We have held several workshops to inform the membership and answer any questions/concerns before adopting the new advisor and investment policy statement. We have informed the City of our intention to exit the joint plan within 90 days.

All plan fees will be paid from plan assets with no expense to the RFA.

Reviewed by Legal	Yes 🖌 No 🗌 N/A	
EXHIBITS:		
	7(b) Retirement Plan Agreement estment Policy Statement	

# RFA GOVERNANCE BOARD RECOMMENDED ACTION:

Motion to approve the RRFA 457(b) Retirement Plan Agreement and Investment Policy Statement with Decision Point Financial, and authorize the Fire Chief to sign on the Board's behalf.



# 457(b) Retirement Plan Agreement

Renton Regional Fire Authority 457(b) Plan

Revised: October 2020

#### 457(b) RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

This Retirement Plan Advisory and Consulting Agreement ("Agreement") is effective as of the 1st day of July, 2024 (the "Effective Date"), by and between DecisionPoint Financial, LLC ("Advisor"), a Registered Investment Advisor under the Investment Advisors Act of 1940, as amended (the "Advisors Act"), and Renton Regional Fire Authority ("Client"), an employer sponsoring the Renton Regional Fire Authority 457(b) retirement plan ("Plan") which is qualified under the Internal Revenue Code of 1986, as amended (the "Code") and is subject to the laws of the state in which the Plan resides.

Client's investment committee (or other authorized fiduciary representative(s)) of the Plan (the "Plan Fiduciary") has requested that Advisor provide services relating to the Plan. This Agreement sets forth the responsibilities of the Plan Fiduciary and Advisor with respect to such services.

#### 1. Advisory and Consulting Services

From and after the Effective Date and until this Agreement is terminated, Advisor shall provide the services as set forth in this agreement.

#### Preparation of IPS.

In consultation with Client concerning the applicable investment objectives, policies, and constraints for the Plan and its related trust, Advisor will assist Client or other authorized fiduciary in developing an IPS. Advisor cannot guarantee that Client will achieve the investment objectives in the IPS.

#### Discretionary Investment Advice for Plan Menu.

Advisor will evaluate and prudently designate the specific investments to be offered as investment options to participants under the Plan consistent with the Plan's investment policy statement ("IPS") or other relevant guidelines, as applicable, monitor such investments, and prudently remove or add investments as deemed appropriate by Advisor in its discretion as the Plan's investment manager. Advisor will meet with the Client at least annually and more frequently as agreed to by Client and Advisor.

#### Custom Models.

Advisor will develop custom allocation models as required to meet the various risk profiles, investment objectives, and time horizon of your plan participants. Custom models enable the selection of the underlying investment managers and adherence to the standards required in the Plan's IPS. This service may be subject to any limitations or restrictions imposed by the Plan's record-keeper. Advisor will serve as the Portfolio Manager for the Model Portfolios offered. Advisor shall have the authority and discretion to initially select, add or remove any underlying mutual fund. Model Portfolios are not managed securities, but rather, asset allocations utilizing only the underlying mutual funds. Model Portfolios shall be constructed to provide participants portfolio options ranging from 100% stocks to 100% bonds. Advisor shall modify asset allocation within the Model Portfolios based on its professional judgment. Advisor shall re-balance Model Portfolios at their discretion.

#### Default Investment Alternative.

Advisor will provide a balanced fund that allocates the assets of individual accounts for participants who are automatically enrolled in the Plan, but who have failed to make an investment election.

#### Non-Discretionary Investment Advice for Participants.

Advisor will offer to meet with Plan Participants during scheduled onsite meetings as agreed upon by Advisor and Client. Based on the information provided by the Plan Participant concerning his, her, or their retirement investments, time horizon, risk tolerance and investment goals, Advisor will provide investment advice in the form of a recommendation for one of the Custom Models. Advisor will not provide recommendations on investments held outside of the Plan in connection with its Services under this Agreement, and the Plan Participant retains the sole responsibility to implement the recommendation. Advisor does not guarantee that the Plan Participant's investment objectives will be achieved.

#### Financial Planning for Participants

Advisor will remain available to meet with Plan Participants on an as-needed basis to provide financial planning services for Plan Participants. Advisor's recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed by the Advisor with the Plan Participant and may be implemented, at the Plan Participant's sole discretion, with the corresponding professional advisors (i.e. broker, insurance agent, accountant, attorney, etc.) of the Plan Participant's choosing. With respect to estate planning matters, Advisor's role shall be that of a facilitator between the Plan Participant and his/her/their corresponding professional advisors. No portion of Advisor's services should be interpreted as legal or accounting advice. Advisor's financial planning services pursuant to this Agreement do not include investment implementation, supervisory, management, or reporting services, nor the regular review or monitoring of a Plan Participant's investment portfolio, except to the extent described above. In the event a Plan Participant desires that Advisor provide continuous investment supervisory or management services, such engagement shall be set forth in a separate Investment Advisory Agreement between Advisor and the Plan Participant, for which services Advisor shall be paid a separate and additional fee. Past performance may not be indicative of future results, and the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the Advisor) may not be profitable or equal historical performance level(s).

#### Performance Reports.

Advisor will prepare reports providing performance information for the Plan's investment alternatives. Information used to generate the reports will be derived from data provided by or through unaffiliated vendors, which vendors may include but are not limited to Morningstar, Inc.

#### Fee Monitoring and Review.

Advisor will assist Client with respect to its duties to evaluate the reasonableness of the fees and expenses of the Plan's investment manager(s) or investments in accordance with the Plan's IPS or other relevant guidelines, as applicable. Upon request, Advisor will also assist Client with respect to its evaluation of the Plan's fees and expenses for administrative services.

#### Plan Search and Conversion Support.

In the event Client chooses to select a new record-keeper or other administrative service provider to the Plan, Advisor will work with Client to establish essential selection criteria for conducting a search of plan service providers based upon your organization's service requirements and benefit resource needs. Advisor will identify and screen potential service providers, benchmark each according to the agreed upon selection criteria and score them accordingly. Advisor will make a recommendation to the retirement committee for its final decision. Oversight Management of Plan Administration & Compliance.

Advisor will assist you in organizing and managing the details associated with sponsoring a retirement plan, if requested. Advisor will review plan documents, providers' service contracts, recordkeeping reports, annual filings, auditor's reports, fidelity bond coverage, compliance testing results and review committee minutes. Advisor will identify areas for improvement and assist in implementation. In this role, Advisor will assist you in working with your retirement plan service provider and custodian/trustee in the capacity of reviewing the periodic reports, resolving service inquiries, facilitating problem resolution, plan management and compliance reporting review, monitoring and general plan oversight.

Advisor's Services as determined under the Agreement shall not include the following services or related responsibilities:

<u>Tax Qualification</u>. Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.

<u>Plan Contributions.</u> Ensuring that contributions by Client or from participants are timely deposited with the trustee or custodian for the Plan.

Custody of Plan Assets. Taking custody or possession of any Plan assets.

<u>Proxies</u>. Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan.

<u>Class Action Lawsuits</u>. Advisor will not be responsible for taking any action or rendering any advice with respect to any class action lawsuits related to securities held in the Plan.

<u>Mutual Fund, Brokerage Windows</u>. Providing advice to the Plan Fiduciary regarding the prudence of maintaining or continuing any mutual fund window or brokerage account window under the Plan, or providing investment guidance to participants concerning investments through any such window under the Plan.

<u>Other Investments</u>. Providing advice to the Plan Fiduciary regarding the prudence of selecting, maintaining, or continuing investment in real estate (excluding publicly traded real estate funds and REITs), non-publicly traded securities or assets, or other illiquid type investments.

<u>Discretionary Plan Administration</u>. Interpreting the Plan, determining eligibility or participation under the Plan, approving or disapproving claims for benefits, approving, disproving, or collecting of Plan Participant loans, distributing Plan assets to pay benefits or expenses, or making any other discretionary decisions with respect to the administration of the Plan.

<u>Distributions</u>. Assisting the Plan Fiduciary in complying with any legal obligations for distributions from the Plan, determining whether any distributions are required by the minimum required distribution rules under the Code, or reviewing any beneficiary designations made by Participants.

<u>Legal or Tax Advice</u>. Provide legal or tax advice to the Plan Fiduciary on matters relating to the Plan, including advising on whether Plan investments will result in unrelated business taxable income.

<u>Participant Communications</u>. Distributing summary plan descriptions, notices, elections, and any other reports required by law to Participants.

<u>Governmental Reports</u>. Filing reports and forms that are required to be filed for the Plan or Plan Fiduciary

# 2. <u>Duration of Agreement</u>

The duration of the Agreement shall be ongoing until one of the parties terminates the Agreement pursuant to the following instructions.

This Agreement may be terminated upon receipt of thirty (30) days advanced written notice ("notice period"), by either Client or Advisor, provided that such termination does not cause Client to forfeit any prepaid fees or such otherwise forfeitable fees are reimbursed to Client. Client will be entitled to a prorated refund of any prepaid advisory fee for the quarterly period, or other applicable installment period, based upon the number of days remaining after the notice period expires. If the termination date extends beyond the last day of the installment period in which the notice is given and into a new installment period for which Advisor has not been previously paid, Client shall pay to Advisor a pro rata portion of its advisory fee for such additional installment period. Any such additional fee and any other unpaid fee (whether such fee is to cover unpaid portions of the notice period, to cover Services paid for in arrears, or otherwise) shall be paid concurrently with the notice of termination if given by Client and within 5 business days following the notice of termination by Advisor.

Client acknowledges and agrees that Advisor shall cease to provide any Services following a termination of this Agreement, and that Advisor will cease to have timely access to information concerning the Plan. As a result, Client acknowledges and agrees that, regardless of the reason for the termination, Advisor shall have no responsibility with respect to the ongoing investment of any assets of the Plan following a termination, even if the Plan continues to be invested in accordance with Services provided by Advisor prior to the termination.

#### 3. <u>Compensation</u>

Advisor shall receive a fee for its Services at an annual rate that is calculated as a fixed dollar amount, an asset-based fee based on a percentage of the Plan's assets, or a combination of these pricing methods, as provided in Schedule A.

Advisor's fee shall be payable in installments on a periodic basis as specified in Schedule A. If this Agreement becomes effective on a day other than the first day of a full installment period or ceases to be effective on a day other than the last day of a full installment period, Advisor's fee for that period shall be prorated based on the length of time the Agreement is in effect during that period. If Advisor's fee is not paid on a timely basis, the unpaid amount shall be subject to a late charge of 1% per month until paid, and Advisor may suspend the performance of Services until it has been paid in full, including such late charge.

Client agrees to pay, or cause to be paid from the Plan's assets, the fee payable to Advisor in accordance with this Agreement. By signing this Agreement and checking the "Fees will be paid from Plan assets" box in Schedule A, Client authorizes the custodian holding the Plan's assets to pay Advisor's fee directly to Advisor.

# 4. <u>Plan Documents and Information</u>

<u>Timely, Accurate, and Complete.</u> Client shall provide or make available to Advisor on a timely basis any information as may be reasonably requested by Advisor to perform Services on behalf of the Plan, and Client shall be responsible for ensuring that such information is accurate and complete, including without limitation any requested copies of plan documents, trust agreements, service agreements, governmental filings, plan census information, and financial statements relating to the Plan trust or participant accounts. Client acknowledges and agrees that delivery of any "Performance Reports" is subject to the timely delivery of necessary information to Advisor, and Advisor is not responsible for verifying the accuracy of the statements provided by or on behalf of the Plan Fiduciary. Client acknowledges and agrees to promptly notify Advisor of any material changes to the Plan. The Client further agrees to notify Advisor of any proposed changes to the investment policy, investment objectives, or investment options in the Plan.

<u>Client Instructions.</u> Advisor shall be entitled to assume that any instructions or directions to Advisor from Client, including but not limited to the Plan Fiduciary, are properly authorized and consistent with the provisions of the Plan, and Advisor shall have no duty to investigate the propriety of any such instructions or directions.

<u>Forms of Communication</u>. The Client hereby authorizes the Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Advisor's internet web site, as well as all other correspondence from the Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client's last provided email address (or upon advising the Client via email that such document is available on the Advisor's web site).

It is the Client's obligation to notify the Advisor, in writing, of any changes to the Client's email address. Until so notified, the Advisor shall rely on the last provided email address. The Client acknowledges that the Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, the Client's electronic delivery situation changes, or the Client is unable to open a specific document, the Client agrees to immediately notify the Advisor so that the specific issue can be addressed and resolved.

By execution below, the Client releases and holds the Advisor harmless from any and all claims and/or damages of whatever kind resulting from the Advisor's electronic transmission of information, provided that Advisor has correctly addressed the electronic transmission to the Client and/or other intended recipient.

<u>Third Party Information</u>. Client authorizes Advisor to communicate with and obtain information from investment providers, financial professionals, record-keepers, or other third parties providing services for the Plan.

<u>Third Party Resources</u>. Client authorizes Advisor to use outside vendors or professional resources ("resources") in order for Advisor to provide services under this Agreement. Client further authorizes Advisor to release Plan and Client information to such resources in order for Advisor to fulfill the terms of this Agreement.

<u>Valuations</u>. The value of any security or other investment in the Plan's account is determined by the custodian. Advisor may rely, without independent verification, upon valuation of assets as provided by the custodian. In all events, Client acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

#### 5. <u>Representations, Warranties and Disclosures of Plan Fiduciary</u>

Client makes the following representations and warranties:

Client has the power and authority to enter into and perform this Agreement, the terms of the Agreement are not in conflict with the Plan document or any other governing agreement relating to the Plan or its related trust, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

Client represents that Client has made an independent decision that retaining Advisor to provide the services contemplated in this Agreement is prudent and in the best interests of the Plan and Plan Participants and beneficiaries.

This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client, enforceable in accordance with its terms.

The Plan's assets are in the custody of a "qualified custodian" as defined under Rule 206(4)-2 under the Advisors Act.

Client acknowledges and agrees that, except as expressly provided, Advisor shall not exercise any discretionary authority or control over the management or disposition of Plan assets or have the power to manage, acquire, or dispose of any Plan assets.

Client acknowledges and agrees that Advisor shall not assume the duties of a trustee of the Plan or as Plan Administrator and shall have no discretion to interpret the Plan documents.

Client acknowledges and agrees that Advisor does not warrant or guarantee any level of performance by any of the Plan investments. Client understands that the Plan and its participants assume the market risk involved with regard to the investment of Plan assets.

Client represents that the fees to be paid to Advisor for the services contemplated by this Agreement are reasonable.

Client represents that nothing contained herein or the transactions contemplated by this Agreement constitute a prohibited transaction under the Code for which no statutory or regulatory exemption is available.

Client represents that Client is authorized to act on behalf of the Plan.

Client represents that the Plan is a tax-qualified retirement plan under the Code and that its related trust meets the requirements of Code Section 501(a).

Client acknowledges and agrees that Client and/or the Plan Participants may incur certain charges imposed by third parties in addition to the Advisor compensation. Such charges may include but are not limited to: internal fees charged by mutual funds, index funds, variable annuities, and ETFs; mutual fund 12b-1 distribution fees; certain deferred sales charges on previously purchased mutual funds; qualified retirement plan fees, wire transfer fees, taxes, and the fees of the other services providers retained on behalf of the Plan. Client acknowledges that Advisor is not and will never be responsible for any of these third parties fees.

### 6. <u>Representations, Warranties and Disclosures of Advisor</u>

Advisor makes the following representations and warranties:

Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.

Advisor is a registered investment Advisor under the Advisors Act and shall maintain such registration through the term of this Agreement. All personnel assigned by Advisor to render the Services hereunder, shall be appropriately licensed as required by law. Advisor shall not delegate any functions described that are covered by the Advisors Act, to non-licensed employees.

The Services provided under this Agreement will be provided by Advisor as an investment Advisor registered under the Advisors Act.

Advisor will not receive any compensation, direct or indirect, for its services under this Agreement, except for the fees disclosed in Schedule A.

Advisor shall not be responsible for preventing the Plan Fiduciary or other fiduciaries of the Plan from breaching their fiduciary duties.

#### 7. <u>Limitation on Liability</u>

Except to the extent of Advisor's fiduciary responsibility, Advisor shall not be subject to any claim arising under the Plan associated with any act, or failure to act, of the Plan Fiduciary or any other fiduciary of the Plan or any Plan participant, or any failure of Client to comply with any of its obligations relating to the Plan. In the absence of gross negligence or willful misconduct on its part, Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder.

Client shall indemnify Advisor and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's representations, warranties or duties under this Agreement, and (ii) any action taken, or failed to be taken, by Client or the Plan Fiduciary in connection with the operation or administration of the Plan which is unrelated to the Services provided by Advisor hereunder or which, if so related, is contrary to recommendations made by Advisor, including without limitation, the selection or retention of investments not recommended by Advisor.

In the event any principal, member, employee or other agent of Advisor agrees to a request to testify, or is required by law to render testimony or to provide documents or information in a legal matter, including litigation and/or audits and investigations by a government agency, in which Client is involved, Client will promptly pay all time, travel, and legal expenses associated with such

testimony or with the provision of documents or information. Fees will be charged based on the current hourly rates charged by Advisor for its travel and other services, and actual legal fees and expenses incurred by Advisor, regardless of statutory witness fees. Client releases Advisor, its principals, members, employees and other agents from any liability arising from giving such testimony and from disclosing such documents and information.

#### 8. <u>Non-Exclusive Services; Relationship of Parties</u>

Client understands that Advisor and its affiliates perform, among other things, investment advisory services for other clients. Client recognizes that Advisor, or any of its affiliates, may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates, any obligation to advise Client with respect to the Plan, including the Services provided by Advisor under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients. Client also acknowledges that Advisor and its affiliates may, by reason of its other activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that Advisor is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

#### 9. <u>General Provisions</u>

**Entire Agreement.** This Agreement constitutes the entire agreement between the Plan Fiduciary and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other.

Advisor Liability. Except as may otherwise be provided by law, Advisor will not be liable to the Plan for: (i) any loss that the Plan may suffer by reason of any investment recommendation or decision made, or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or (ii) any loss arising from Advisor's adherence to the Client's instructions; or (iii) any error in judgment with respect to the Plan investments, provided such recommendation or other act or failure to act does not constitute a breach of Advisor's fiduciary duty to the Plan or Advisor's negligence; or (iv) any act or failure to act by the qualified custodian, third party administrator, record keeper, any broker-dealer that undertakes transactions for the Plan assets, or by any other service provider to the Plan.

The Client shall indemnify and defend Advisor and its members, employees, and affiliates, and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of the Plan, broker-dealer/custodian, agent or other third party selected by a Plan Fiduciary, except to the extent that it arises from Advisor's breach of fiduciary duty to the Plan or Advisor's negligence. No portion of the above shall constitute a waiver or limitation of any rights which the Plan may have under any federal or state securities laws.

**Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the County of King, State of Washington.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**Notice.** All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed.

Advice of Counsel. Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his, her, or their independent advisors; and, that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.

Amendment and Assignment. Advisor reserves the right to amend the Agreement at any time upon written notice to Client. If Client does not notify Advisor of an objection within 30 days of the date of Advisor's notice, the amendment shall become effective. This Agreement may not be assigned by the Client without the prior written consent of Advisor. Advisor may assign this Agreement by either the written consent of the Client or by forwarding a "negative consent" letter to the Client, whereby if the Client does not notify Advisor of an objection within 30 days of receipt of the letter, the assignment shall become effective.

**Interpretation.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.

**Confidentiality.** Advisor and Client agree that all information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or as deemed necessary by Advisor to carry out designated powers or perform obligations under this Agreement or as authorized by the party that furnished such information or advice.

**Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

# 10. <u>Arbitration</u>

<u>General Disclosures</u>: Below is a provision which is an agreement to arbitrate all claims or disputes arising between the parties. By agreeing to arbitrate such claims or disputes, the parties understand the following:

- a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d) The arbitrators do not have to explain the reason(s) for their award.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

<u>Agreement to Arbitrate</u>. To the extent permitted by law, any claim or controversy that may arise among Client, Advisor, or any of their affiliates, officers, directors, employees or agents arising out of or relating to (1) Client's investment advisory accounts or transactions in such accounts, or (2) the construction, performance, or breach of this or any agreement between the parties, or (3) any advice given to Client by Advisor or its agents, or (4) in any way the relationship between Client and Advisor (hereafter "Disputes), shall first be resolved by negotiation of the parties acting in good faith. If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then all Disputes shall be settled by arbitration according to the commercial rules and regulations then in effect of, the American Arbitration Association ("AAA"). The arbitrators selected to hear such matter shall have experience in securities and employee benefit plan matters and shall render a decision based on Washington and applicable federal law. Any party may initiate arbitration by filing a written claim with the AAA setting forth in detail the claim or controversy to be arbitrated. Any controversy over the arbitrability of a dispute shall be settled by arbitration.

<u>Effect of Arbitration</u>. Any award an arbitrator or arbitration panel makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in any of

Client's investment advisory accounts, orders and transactions, including any court-appointed trustees and receivers.

#### 11. <u>Receipt of Disclosure Document</u>

Client hereby acknowledges delivery and receipt of Advisor's Part 2 of Advisor's Form ADV (the "Disclosure Document"). Client further acknowledges it had a reasonable opportunity to review the Brochure, and to discuss the contents of same with professionals of its choosing before the execution of this Agreement. Client further acknowledges delivery and receipt of Advisor's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999.

# NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED AT PARAGRAPH 10. BY SIGNING THIS AGREEMENT, CLIENT AGREES THAT THEY VOLUNTARILY SUBMIT TO BINDING ARBITRATION AND THAT THIS AGREEMENT SATISFIES THE PROVISIONS OF AZ. REV. STAT. § 12-133.

The undersigned has read, understands, and accepts the representations, warranties, disclosures, acknowledgements, certifications, terms, and conditions set forth in this Agreement.

## **Renton Regional Fire Authority**

Trustee Name

Signature

Date

**DecisionPoint Financial, LLC** 

Advisor Name

Signature

Date

#### SCHEDULE "A" DECISIONPOINT FINANCIAL, LLC COMPENSATION SCHEDULE

The Adviser shall be compensated based upon a percentage of the assets in the Plan (without regard to the Excluded Assets) in accordance with the following Fee schedule:

Account Balance	Annual Fee	<b>Billed Quarterly</b>
All Assets	0.53%	0.1325%

The Sponsor shall instruct the Plan custodian to deduct Fees from Plan assets for payment to Adviser. The Plan acknowledges that it is responsible for verifying the accuracy of the Fee calculation. By entering into this Agreement, the Plan has determined that the compensation to be paid to Adviser under this Agreement, taking into account any other compensation and fees, is reasonable in light of the services that will be provided by Adviser.

Unless otherwise agreed to, in writing, the Adviser shall debit the Plan account(s) for its Fee, quarterly in arrears.

Except for any additional services outlined in this agreement for which an additional fee may be required, the only source compensation to be received by the Adviser shall come from the Plan in accordance with the above fee schedule.

Yes X No Fees will be paid from Plan assets

#### OTHER SOURCES OF COMPENSATION: NONE.

The Advisor agrees to disclose all information related to the agreement and its compensation received thereunder that is requested by client in order to comply with any reporting or disclosure requirements applicable to the client.

**OTHER FEES/COSTS**: There may be additional fees incurred by the Plan for Plan-related services that are not provided by the Adviser, including Plan administration, professional services (i.e., accounting and legal), and Plan custody. The cost of any such other Plan-related service(s) is not included as part of Adviser's compensation.

The Adviser shall pay a portion of its advisory fee to a solicitor (an individual or entity that introduced the Plan to the Adviser):

Yes\_\_\_\_ No\_\_X\_\_\_

<u>ANY QUESTIONS</u>: Regarding compensation and Fee, or any other issues pertaining to Adviser's services should be addressed with the Adviser's Chief Compliance Officer, Scott J. Johnson.



# **Investment Policy Statement**

Renton Regional Fire Authority 457(b) Plan

# STATEMENT OF INVESTMENT POLICY DATE: 07/01/2024

#### BACKGROUND

The purpose of this Statement of Investment Policy ("IPS") is to assist the plan sponsor ("Sponsor") in effectively supervising, monitoring and evaluating the management by DecisionPoint Financial, LLC ("DPF") of:

#### **Renton Regional Fire Authority 457(b) Plan**

Hereinafter referred to as "Plan". This IPS will:

- Establish reasonable expectations, objectives, and guidelines for the investment of Plan assets;
- Establish the characteristics and guidelines regarding the Plan's investment options and asset allocation strategies ("Strategies");
- Establish procedures for selecting, monitoring, evaluating, and, if appropriate, replacing strategies;
- Comply with all applicable fiduciary, prudence and due diligence requirements experienced investment professionals would utilize, and with all applicable laws, rules and regulations from various local, state, federal and international political entities that may impact the Plan assets; and
- Define the roles and responsibilities of the Plan Fiduciaries and Plan service providers.

This IPS is not a contract. Rather, it is a summary of the investment philosophy and procedures guiding the Plan. The investment policies described in this IPS are considered dynamic and may be updated in accordance with the retirement plan services agreement to reflect the Plan's current investment philosophy. It is understood that there is no guarantee about the attainment of financial results or investment objectives outlined herein. If any term or condition of this IPS conflicts with any term or condition in the Plan, the terms and conditions of the Plan shall govern.

#### **INVESTMENT PHILOSOPHY**

This IPS reflects the view of decades of academic research, which concludes that the primary determinant of long-term portfolio returns is the asset classes in which the portfolio invests (asset allocation). Further, it incorporates the belief that the future total return expectation and risk characteristics for asset classes change as economic and financial market conditions change. Accordingly, strategy asset allocations are expected to be adjusted as changes in economic and market conditions emerge. This fundamental concept will be applied to a greater or lesser degree within each of the Plan's strategies in accordance with its objectives.

#### STATEMENT OF OBJECTIVES OF THE PLAN

The purpose of the Plan is to provide eligible employees with a convenient way to save on a regular and long-term basis for retirement. Each Plan participant will be permitted to exercise control over assets in his/her/their account.

The objectives of the Plan are:

- 1. Have the ability to pay all benefit and expense obligations when due;
- 2. Manage and account for all costs of administering the Plan and managing the investments;
- 3. Follow as a guideline the U.S. Department of Labor 404(c) safe harbor provisions, which includes offering a broad range of investment options that will allow Plan participants to build sufficiently

diversified portfolios while taking into account their investment goals, risk profile, and time horizon (recognizing that the U.S. Department of Labor has no jurisdiction over this plan because it is not subject to ERISA);

- 4. Follow general "safe harbor" rules:
  - a. Delegate investment decisions to a prudent expert;
  - b. Demonstrate that the prudent expert was selected by following a due diligence process;
  - c. Give the prudent expert discretion over the selection of plan investments available to participants for self-directing their accounts;
  - d. Have the prudent expert acknowledge their fiduciary status in writing; and
  - e. Monitor the activities of the prudent expert to ensure that the expert is performing the agreed upon tasks.
- 5. Follow additional relevant "Safe Harbor" requirements:
  - a. Provide participants at least three investment options that have materially different risk/return profiles. The Plan offers a broad spectrum of investment Strategies, managed by DPF to which plan participants may direct the investment of their participant account balances. These Strategies are identified in the Master Schedule of Portfolios, which is attached as Exhibit I.
  - b. Provide participants with sufficient information and education on the different investment alternatives so the participant can make an informed decision about his, her, or their selection of investment option(s); and
  - c. Permit participants to change their investment strategy/allocation with a frequency that is appropriate in light of market volatility.
- 6. Provide a Default Investment Alternative ("DIA"):
  - a. The Plan has selected the Balanced Growth strategy as the DIA.

#### STATEMENT OF OBJECTIVES OF THE STRATEGIES

The overall objective of each Strategy is to facilitate accumulations that will eventually provide retirement benefits to participants in the Plan. The specific objectives for each Strategy is set forth in a separate Statement of Investment Policy contained in the Master Schedule of Portfolios attached as Exhibit I. Each Strategy is developed and maintained separate and independent from market conditions, with each Strategy typically being comprised of the same assets, in varying concentrations.

#### ASSET ALLOCATION GUIDELINES

Asset allocation guidelines have been established to support each Strategy's investment objectives and risk profile. Contained in these guidelines are the neutral allocation and the normal ranges for each permitted asset class.

Each strategy's neutral allocation is believed to be the appropriate allocation to achieve its objectives. The neutral allocation reflects how the strategy would be constructed if it was unmanaged for many years. It is also the default allocation in cases where DPF is indifferent about the relative attractiveness of permitted asset classes based on its outlook for their total return and its evaluation of their risk.

Asset allocation ranges are to be viewed as guidelines. In rare circumstances, economic and market conditions may make it prudent to adjust asset allocations beyond these permitted ranges.

#### **ROLES AND RESPONSIBILITIES**

<u>Responsibilities of DPF:</u> DPF will be responsible for the following:

- 1. To act in a fiduciary capacity and with the competence, thoroughness, care, skill and prudence with respect to all responsibilities to ensure compliance with all applicable laws, rules and regulations.
- 2. To research and analyze economic and financial market conditions and seek to identify the factors that drive future changes in the market values of different asset classes as they emerge.
- 3. To evaluate the relative attractiveness between the permitted asset classes in each Strategy.
- 4. To dynamically adjust, the asset allocation of each Strategy in accordance with DPF's outlook for total return and its evaluation of the risk characteristics associated with permitted asset classes.
- 5. To evaluate, select, and monitor securities in each strategy. In making these selections, DPF will consider the merits of both active and passive management. Security selections within the strategies will be at the full discretion of DPF.

<u>Responsibilities of plan sponsor/trustee:</u> Plan's sponsor and/or Plan's trustee will be responsible for the following:

- 1. Act for the exclusive purpose of providing benefits to employees participating in the Plan and their beneficiaries;
- 2. Carry out duties with the care, skill, prudence and diligence of a prudent person familiar with these matters;
- 3. Provide sufficient asset classes with different and distinct risk/return profiles so each Plan participant can prudently diversify his/her/their account;
- 4. Prudently select investment managers;
- 5. Control and account for all expenses associated with the Plan;
- 6. Monitor and supervise all investment managers and service providers;
- 7. Abide by the Plan documents; and
- 8. Avoid prohibited transactions and conflicts of interest.

#### TIME HORIZON

Sponsor recognizes that each strategy must be afforded an appropriate investment time horizon to accomplish its objectives. This investment time horizon is set forth in the attached Statement of Investment Policy for each Strategy. Plan acknowledges that decisions to adjust the asset allocation within each Strategy will be based on the relative attractiveness of permitted asset classes over a 6 to 24-month time horizon.

#### **DESCRIPTION OF RISK**

Each Strategy used in support of Plan's investment objectives has a risk profile associated with its concentration in equities. All Strategies will typically be comprised of the same or substantially similar components, in varying concentrations. For example, a Strategy described as Growth, while containing the same underlying components, will generally have a higher concentration of equity securities than a Defensive Strategy. Fixed income securities are typically held for asset preservation purposes, while equities may involve higher potential for risk, volatility, and return. As such, higher concentration of equity securities in any particular Strategy will typically make that Strategy considered higher risk.

#### **RISK CONTROL**

It is acknowledged that there are many types of investment risk and two primary types: systemic and non-systemic.

Systemic risks are those risks embedded in each asset class that cannot be reduced through diversification. Each Strategy will seek to provide systemic risk mitigation through careful adjustments to its asset allocation based on DPF's outlook for asset class returns and their inherent risk characteristics.

Non-Systemic risks are those risks imbedded in each asset class that can be reduced though diversification within the asset class. In each strategy, DPF seeks to be appropriately diversified within each asset class.

#### **RISKS TO INVESTMENT OBJECTIVES**

DPF will use its best efforts to ensure that each strategy meets its investment objectives. However, it is recognized there are numerous factors beyond DPF's control that may preclude achievement of each strategy's investment objectives. These factors include, but are not limited to, prevailing economic and financial market conditions and exogenous factors.

#### **PERFORMANCE EVALUATION**

Returns for the strategies will be compiled by DPF and delivered to Plan sponsors/trustees and/or participants on or before the date on which any participant can first direct his, her, or their investments and at least annually thereafter. This disclosure will include benchmark returns deemed appropriate for comparison to each specified strategy.

Investment performance for each strategy will be evaluated over a complete market cycle versus one or more appropriate benchmarks. Plan acknowledges that short-term performance may vary significantly from these benchmarks due to market conditions.

By signing below, Sponsor acknowledges and agrees that the Plan will be managed in a manner that provides Plan participants with a diversified selection of investment alternatives as contemplated herein. Unless you notify DPF to the contrary, in writing, it will be assumed that there are no restrictions on DPF's services, other than to manage the Plan in accordance with the above. Please remember that it remains the Sponsor's responsibility to advise DPF, in writing, if there are any changes in the company or the Plan's financial situation or objectives for the purpose of reviewing/evaluating/revising DPF's previous recommendations and/or services.

Agreed to and Accepted by:

# **RENTON REGIONAL FIRE AUTHORITY**

Name of Authorized Signatory

Authorized Signature

Date

**DECISIONPOINT FINANCIAL, LLC** 

Name of Authorized Signatory

Authorized Signature

Date

#### EXHIBIT I MASTER SCHEDULE OF INVESTMENT PORTFOLIOS

This Master Schedule of Investment Portfolios sets forth the Strategies that are available to plan participants. A Statement of Investment policy for each Strategy is attached.

CUSTODIAN	STRATEGY
Charles Schwab	Aggressive <sup>1</sup>
	Growth <sup>2</sup>
	Moderate <sup>3</sup>
	Conservative <sup>4</sup>
	Defensive <sup>5</sup>
	Fixed Income <sup>6</sup>

\*The names/titles of the six investment models listed above corelate with a specifically targeted asset mix of stock mutual funds and/or ETFs and bond mutual funds and/or ETFs. They are subject to change any time at the discretion of "DPF". The following are the names of the models and their corelated asset allocations that are currently being used:

- <sup>1</sup>Aggressive = 100% Stocks / 0% Bonds/Fixed Income
- <sup>2</sup> Growth = 80% Stocks / 20% Bonds/Fixed Income
- <sup>3</sup> Moderate = 60% Stocks / 40% Bonds/Fixed Income
- <sup>4</sup> Conservative = 40% Stocks / 60% Bonds/Fixed Income
- <sup>5</sup> Defensive = 20% Stocks / 80% Bonds/Fixed Income
- <sup>6</sup> Fixed Income = 0% Stocks / 100% Bonds/Fixed Income