

EXHIBIT A

EIGHTH AMENDMENT TO COOPERATIVE AGREEMENT TO IMPLEMENT THE ENERGY INDEPENDENCE PROGRAM

This Eighth Amendment to Cooperative Agreement to Implement the Energy Independence Program ("Amendment") is made and entered into as of this 10th day of November, 2020, by and between the County of Sonoma ("County") and the City of Santa Rosa ("City").

Whereas on April 14, 2009, the City and the County entered into that certain Cooperative Agreement to Implement Energy Independence Program ("Agreement") to allow citizens of the City to participate in the Sonoma County Energy Independence Program ("SCEIP"); and

Whereas on March 16, 2010, the City and the County entered into that certain First Amendment to the Agreement to extend the period of time for reaching agreement on the process for future use and allocation of any carbon credits attributable to SCEIP; and

Whereas on September 28, 2010, the City and the County entered into that certain Second Amendment to the Agreement to further extend the period of time for reaching agreement on the process for future use and allocation of any carbon credits attributable to SCEIP; and

Whereas on November 1, 2011, the City and the County entered into that certain Third Amendment to the Agreement to further extend the period of time for reaching agreement on the process for future use and allocation of any carbon credits attributable to SCEIP; and

Whereas on October 30, 2012, the City and the County entered into that certain Fourth Amendment to the Agreement to further extend the period of time for reaching agreement on the process for future use and allocation of any carbon and renewable energy credits attributable to SCEIP; and

Whereas on October 15, 2013, the City and the County entered into that certain Fifth Amendment to the Agreement to further extend the period of time for reaching agreement on the process for future use and allocation of any carbon and renewable energy credits attributable to SCEIP; and

Whereas on October 7, 2014, the City and the County entered into that certain Sixth Amendment to the Agreement to further extend the period of time for reaching agreement on the process for future use and allocation of any carbon and renewable energy credits attributable to SCEIP; and

Whereas on March 31, 2015, the City and the County entered into that certain Seventh Amendment to the Agreement extending the term through March 31, 2025, and providing that the City and County will cooperate on any future proposal for the use and allocation of any carbon and renewable energy credits attributable to SCEIP; and

Whereas on July 23, 2019, by Resolution No. 19-0311, the County Board of Supervisors expanded SCEIP to include Seismic Strengthening Improvements (as defined under California Streets and Highways Code Section 5899) and Wildfire Safety Improvements (as defined under California Streets and Highways Code Section 5899.4); and

Whereas the County's expansion of SCEIP took effect on January 14, 2020; and

Whereas the City desires to allow property owners within its jurisdiction to participate in SCEIP's expanded program for Seismic Strengthening Improvements and Wildfire Safety Improvements available for financing under SCEIP; and

Whereas the SCEIP Program Administrator, in coordination with the Sonoma County Transportation Authority and the Sonoma County Water Agency, removed from template SCEIP agreements all references to ownership of carbon, renewable energy or other forms of environmental credits.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Expansion of Program. The parties agree that SCEIP’s expanded program for Seismic Strengthening Improvements (as defined under California Streets and Highways Code Section 5899) and Wildfire Safety Improvements (as defined under California Streets and Highways Code Section 5899.4) shall be available to property owners within incorporated areas of the City. The Wildfire Safety Improvements and Seismic Strengthening Improvements offered by SCEIP as of the date of this Amendment are listed on Exhibit A of this Amendment. City acknowledges and agrees that County, through its SCEIP Program Administrator, may from time to time modify the Wildfire Safety Improvements and Seismic Strengthening Improvements offered through the SCEIP Program to include any such improvements authorized under state law.

2. Counterparts and Electronic Signatures. This Amendment and future documents relating thereto or to the Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Amendment. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and County wish to permit this Amendment and future documents relating thereto or to the Agreement itself to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

3. Agreement Regarding Renewable Energy Credits and/or Carbon Credits. The County has notified the City that the County removed all references to ownership of carbon, renewable energy or other forms of environmental credits from SCEIP agreements with property owners entered into on or after January 14, 2020. The City consents to the County’s removal of such provision going forward and further, the City does not object to the County’s prior removal beginning January 14, 2020 through the Effective Date of this Amendment.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment as of the date first set forth above.

CITY OF SANTA ROSA:

COUNTY OF SONOMA:

Mayor

SCEIP Program Administrator

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Counsel

Date

Date

Exhibit A - Energy Independence Program
Wildfire Safety Improvements and Seismic
Strengthening Improvements

Exhibit A

SCEIP Wildfire Safety Improvements

<p>This list does not supersede or replace any local or state regulations. Improvements made for wildfire safety through SCEIP must meet or exceed all local building requirements and fire restrictions.</p>	
Product Type	Qualifying Criteria
Roofing - Class A Covering	Must meet the Wildland Urban Interface (WUI) requirements, installed per manufacturer's instructions, and must be Class A fire-rated.
Gutters, Coverings, and Downspouts	Gutter, gutter guards, and downspouts must be composed of non-combustible materials that meet the class rating. Gutter guards must be constructed and installed so debris and vegetation does not accumulate in or around the gutter. Gutters must be installed such that the leading edge of the roof is finished so that no sheathing is exposed.
Deck - New or Replacement	Deck structure or surface constructed with non-combustible materials; base of deck should be enclosed and constructed from a non-combustible material. Deck Enclosures may be enclosed by applying sheathing or siding around the perimeter (a vertical enclosure), or by attaching sheathing/panel materials to the underside of the structural support members (a horizontal enclosure).
Attic, Eave, and Foundation Vents	Must meet the Wildland Urban Interface (WUI) requirements, installed per manufacturer's instructions.
Soffits	Must meet the Wildland Urban Interface (WUI) requirements, installed per manufacturer's instructions. Retrofit open soffits to an enclosed soffit.
Siding Replacement	Product must replace existing siding with noncombustible or ignition-resistant material. Product shall be installed per the manufacturer's instructions and positioned to avoid gaps. Any voids shall be caulked or otherwise filled. Class A fire-rated only.
Window Replacement	At a minimum, windows must be dual paned, with a tempered exterior pane. All frames and other materials must be constructed from noncombustible or ignition-resistant material. Windows will also need to meet the efficiency ratings required for new construction. Climate Zone 1 must have a U factor of .30 or lower. Climate Zone 2 must have a u factor of .30 or lower and a Solar Heat Gain Coefficient (SHGC) of .23 or lower.
Hardscaping	Hardscaping is allowed from home/structure as measured from the foundation or siding wall up to five (5) feet out. Design plans must be submitted along with the contractor bid/proposal to be considered for financing.
Custom Wildfire Safety Improvements	Applicants for the Custom Improvement Track should consult with the SCEIP staff to determine eligibility and will be required in most cases to submit engineering plans and specifications for review and approval. The Program Administrator, or designated staff, will approve the Custom Improvement Track application on a case-by-case basis, and may request consultation from outside technology experts in making this decision. The applicant would be expected to bear the cost of such consultation. Cost reimbursement will be discussed with the applicant before the project is reviewed.

Exhibit A (continued)

SCEIP Seismic Strengthening Improvements

<p>The following seismic strengthening improvements are allowed to be installed on existing buildings. This list does not supersede or replace any local or state regulations. Improvements made for seismic strengthening through SCEIP must meet or exceed all local building requirements.</p>	
Product Type	Qualifying Criteria
Foundations & Soil Treatment	<p>All measures must meet applicable building codes adopted by the local authority having jurisdiction (AHJ), including but not limited to Sonoma County Building Regulations, California Building Code, California Residential Code, and any additional Local Jurisdiction Building Codes and Regulations.</p>
Lateral Support Systems	
Shear Walls	
Moment & Brace Frames	
New Steel Columns	
Column Strengthening	
Diaphragm Strengthening	
Frame Strengthening	
Foundation Connection System	
Structural Connection System	
Masonry Reinforcement	
Bracing of Cripple Walls	
Bolting of Mudsill to Foundation	
Anchoring of Sill Plate	
Indirect & Soft Costs, such as Architecture & Engineering, Surveys & Permitting, Contractor General Conditions & Fees, Financing, Legal, & Other Fees	<p>Indirect and soft costs are to be included in Itemized Costs of Improvements, Line D: Professional Services on page 2 of SCEIP Application.</p>
Custom Seismic Strengthening Improvements	<p>Applicants for the Custom Improvement Track should consult with the SCEIP staff to determine eligibility and will be required in most cases to submit engineering plans and specifications for review and approval. The Program Administrator, or designated staff, will approve the Custom Improvement Track application on a case-by-case basis, and may request consultation from outside technology experts in making this decision. The applicant would be expected to bear the cost of such consultation. Cost reimbursement will be discussed with the applicant before the project is reviewed.</p>