



Renewal Enterprise District (RED) Board Meeting

Date: December 12, 2024

Time: 11:00 AM

PLEASE NOTE: This is a hybrid meeting and will be held in person and online. The meeting will be held at the Sonoma County Transportation Authority Hearing Room, 411 King Street, Santa Rosa, CA 95404. Public Comment may be made live, in person. Members of the public can watch or listen to the meeting in person or via Zoom:

<https://us02web.zoom.us/j/88338927887?pwd=MS8mP8n5oeJH2xfOL7iKATREbJDydz.1>

Webinar ID: 883 3892 7887 | Passcode: 700387 | phone: +1 669 900 6833

Find your local number: <https://us02web.zoom.us/u/kbjW9h3UWp>

Agenda

1. Call to Order and Roll Call

2. Public Comment

Hear comments on matters not listed on the agenda, but within the subject matter jurisdiction of the Board

3. Consent Calendar

- [a. Approve minutes of October 21, 2024 Board Meeting](#)
- [b. Approve Year-to-Date Financial Report](#)
- [c. Renew Legal Service Agreement with Burke, Williams & Sorensen](#)
- [d. Renew Executive Director Services Contract with 8th Wave](#)

4. Informational Items

- a. Essential Function Bond
- b. RED Housing Fund
- c. ASHC Grant
- d. Advocacy

5. Adjournment

Member Agency	Directors
<i>County of Sonoma</i>	Chris Coursey (Chair)
<i>City of Santa Rosa</i>	Eddie Alvarez (Vice Chair)
<i>County of Sonoma</i>	David Rabbitt
<i>City of Santa Rosa</i>	Victoria Fleming

Special Accommodations: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact Robin Stephani, (707) 479-5373, as soon as possible to ensure arrangements for accommodation.

Public Comments Prior To The Board Meeting: May be submitted via email to robin@renewalenterprisedistrict.org

PUBLIC COMMENTS DURING THE BOARD MEETING: Public Comment may be made live, in person, at the Sonoma County Transportation Authority Hearing Room, 411 King Street, Santa Rosa, CA, 95404. Available time for comments is determined by the committee chair based on agenda scheduling demands and total number of speakers. In order to guarantee that your comment is received and considered by the Board, please attend the meeting in person or submit your comment in writing in advance of the meeting to Robin Stephani, robin@renewalenterprisedistrict.org. Any member of the audience desiring to address the Board on a matter on the agenda, please complete a Speaker Card and hand it to the Clerk prior to the beginning of the meeting. When called by the Chair, please state your name, and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject matter under discussion.

Meeting Documents: The associated documentation is available on the website at: www.RenewalEnterpriseDistrict.org

Any changes to the date of the hearing, or any other updates will be posted on the above website. For more information, please contact Robin Stephani, robin@renewalenterprisedistrict.org.



Renewal Enterprise District (RED) Board Meeting

Date: October 21, 2024

Time: 11:00 AM

PLEASE NOTE: This is a hybrid meeting and will be held in-person and online. The meeting will be held at the Sonoma County Transportation Authority Hearing Room, 411 King Street, Santa Rosa, CA, 95404. Public Comment may be made live, in-person. Members of the public can watch or listen to the meeting in-person or via Zoom:

<https://us02web.zoom.us/j/83724454784?pwd=hrzOma6w8bwOMU9F3s65vfgIQxsb4j.1>

Meeting ID: 837 2445 4784 | Passcode: 155723 | phone: +1 669 444 9171

Find your local number: <https://us02web.zoom.us/j/83724454784?pwd=hrzOma6w8bwOMU9F3s65vfgIQxsb4j.1>

Meeting Minutes

1. Call to Order @ 11:01 and Roll Call

Chair Coursey called the meeting to order and noted that a quorum was present, consisting of the following Directors: Chris Coursey, Eddie Alvarez, Victoria Fleming. The agenda was approved by all Directors in attendance.

2. Public comment on matters not listed on the agenda but within the subject matter jurisdiction of the Board

Time open: 11:01 Time closed: 11:02 Public speakers: None

3. Consent Calendar

- a. Approve minutes of August 19, 2024 Board Meeting
- b. Approve Year-to-Date Financial Report
- c. Approve 2025 Board Meeting Schedule

Time open: 11:03 Time closed: 11:03

Public speakers: None

1st/2nd: Fleming/Alvarez Vote count: AYE Alvarez AYE Fleming ABSENT Rabbitt AYE Coursey

4. Adjournment 11:03 Next meeting is scheduled for Dec 16 at 11:00 AM at SCTA

5. Closed Session – The Renewal Enterprise District Board will consider the following in closed session: Public Employee Performance Evaluation – Executive Director

Agenda Item: 3b
Meeting Date: December 12, 2024

Renewal Enterprise District Consent Item

TO: Board of Directors
FROM: Robin Stephani, Executive Director
SUBJECT: Financial Report through November 30, 2024

Executive Summary:

Budget for FY2024/25 is \$322,000

Income is (\$205,650) Budget, \$102,936.48 actual at time of report

Expenses are \$324,650 Budget, \$78,397.12 actual at time of report

Net income balance is (\$119,000) Budget, \$24,539.36 actual at time of report

*Note that the interpretation of Renewal Enterprise District financials may be less intuitive than others because the agency's primary source of revenue, grants, are pre-funded. This requires a delay in revenue recognition on the financial reports due to a time gap between expense recognition and revenue recognition, which explains why expenses appear greater than income. This is a factor of the Auditor, Controller, Treasurer, Tax Collector's accounting system as related to costs charged to a grant.

Staff Recommendation

Accept the financial report

List of Attachments

Exhibit A - Agency Budget Performance as of November 30, 2024

Contact

Robin Stephani, Executive Director
707.479.5373
robin@renewalenterprisedistrict.org

Exhibit A Budget

Budget to Actual				
As Of = 11/30/2024				
Run: 2024-12-11 03:51 PM				
FY 2025				
Account Description	Year-To-Date Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual	Remaining Balance
Fund: 74751 – Renewal Enterprise Distr JPA				
Account Type: 00004 – All Revenues				
Other Governmental Agencies	(100,000.00)	(50,000.00)	(50,000.00)	(50,000.00)
Interest on Pooled Cash	(2,500.00)	-	(2,936.48)	436.48
Charges for Services	(75,000.00)	-	(25,000.00)	(50,000.00)
Other Grants	(28,150.00)	-	(25,000.00)	(3,150.00)
Total 00004 – All Revenues	(205,650.00)	(50,000.00)	(102,936.48)	(102,713.52)
Account Type: 00005 – All Expense/Expenditure Accts				
Administration Services	5,500.00	39.00	530.80	4,969.20
Client Accounting Services	12,000.00	-	2,822.32	9,177.68
Outside Counsel - Legal Advice	36,000.00	-	-	36,000.00
Consulting Services	243,000.00	12,524.00	50,044.00	192,956.00
Community Grants	28,150.00	-	25,000.00	3,150.00
Total Expenditures	324,650.00	12,563.00	78,397.12	246,252.88
Net Cost	119,000.00	(37,437.00)	(24,539.36)	143,539.36
Grant proceeds are initially recorded as unearned revenue			(25,000.00)	
Increase (decrease) in Fund Balance			(460.64)	

Agenda Item: 3c

Meeting Date: December 12, 2024

Renewal Enterprise District

Consent Item

TO: Board of Directors
FROM: Robin Stephani, Executive Director
SUBJECT: Renewal of Legal Service Agreement with Burke, Williams & Sorensen

Summary: Consider renewal of Legal Service Agreement with Burke, Williams & Sorensen, serving as General Counsel to the RED, extending the term through December 31, 2025, not to exceed amount of \$36,000.

Background

On December 3, 2019 the Renewal Enterprise District released a Request for Proposals (RFP) for legal services. The RFP was circulated to a list of ten law firms experienced in serving public agencies and nonprofit clients. The RED Executive Director, City of Santa Rosa and County of Sonoma attorneys evaluated four firms that submitted proposals. A finalist was identified, and references were checked before a recommendation to award the contract to Burke, Williams & Sorensen (BWS) was made to the RED Board.

Reference checks confirmed BWS attorneys' ability to perform as General Counsel for the RED, as well as the firm's expertise in housing finance. References were questioned about the firm's approach to cost management; responses were all positive, indicating "the team is cost conscious and efficient; institutional knowledge equates to less research needed; the firm has templates for a variety of purposes that save time and money; and bills are clear and fair."

BWS is an 80-year-old firm with 128 attorneys statewide serving 200 local governments and entities. Sue Bloch has extensive real estate, housing finance and development experience, and in particular, a deep understanding of affordable housing development and finance, HUD and HCD funding, and local housing trust funds.

Staff Recommendation

Renew the Legal Service Agreement with Burke, Williams, Sorensen, included as Exhibit A, to continue to serve as General Counsel to the RED.

Vote Requirement

Majority

Fiscal Impact

Up to \$36,000 payable as compensation for legal services per approved FY 2024-25 Budget.

List of Attachments

Exhibit A –Second Amendment To Legal Services Agreement

Contact

Robin Stephani, Executive Director, (707) 304-7074 robin@renewalenterprisedistrict.org

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT (the "**Amendment**") is made by and between the Renewal Enterprise District, a California joint powers authority ("**RED**") and Burke, Williams and Sorensen, LLP, a limited liability partnership ("**Attorney**") effective as of January 1, 2025 ("**Effective Date**"). RED and the Attorney are collectively referred to herein as the "**Parties.**"

RECITALS

A. The Parties entered into that certain Legal Services Agreement dated as of December 19, 2022 (the "**Agreement**") as amended by that certain Amendment to Legal Services Agreement effective January 1, 2024 (as so amended, the "**Agreement**").

B. The Parties desire to amend the Agreement to modify provisions relating to the term of the Agreement and the compensation payable to Attorney.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The Term of the Agreement is hereby extended through December 31, 2025.
2. Compensation. For the period January 1, 2025 through December 31, 2025, the compensation payable to Attorney shall not exceed the sum of Thirty-Six Thousand Dollars (\$36,000); provided however, such sum shall not include fees that are reimbursed by third parties for cost-recovery matters.
3. Rates. Commencing on January 1, 2025, the following rate schedule shall be in effect:

	Regular Rates	Cost-Recovery Rates
Partners	\$410-440	\$460-490
Associates	\$350-380	\$385-415
Paralegals	\$210	\$225

4. Agreement Remains in Effect. Except as modified by this Amendment, the Agreement remains unmodified and in full force and effect.
6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

RED:

Renewal Enterprise District, a California joint powers authority

By: _____

Print Name: _____

Title: _____

ATTORNEY:

Burke, Williams & Sorensen, LLP, a limited liability partnership

By: _____

Susan E. Bloch, Partner

Agenda Item: 3d
Meeting Date: December 12, 2024

Renewal Enterprise District

Action Item

TO: Board of Directors
FROM: Robin Stephani, Executive Director
SUBJECT: Executive Director Personal Services Agreement

Summary: After a successful recruitment and selection process, the Board formally approve a professional services agreement with 8th Wave, a corporation, to serve in the capacity of Executive Director of the Renewal Enterprise District (RED). The Executive Director reports to the Board of the RED, and the agreement places 8th Wave's annual contract at an amount not to exceed \$150,000.

Background

The Renewal Enterprise District (RED) was created to provide a trusted, replicable, and enduring model of community development. Given the nature of the housing challenges, accelerating housing production will require new approaches and heightened levels of collaboration across all sectors. The County of Sonoma and City of Santa Rosa recognize their obligation to deepen their coordination around planning, entitling, and assembling public financing to make it as easy and cost-effective as possible for builders and developers to produce the needed housing stock that aligns with our community values. To that end, the two jurisdictions formed a Renewal Enterprise District, or RED, as a Joint Powers Authority. Section 7.01 of the RED Joint Exercise of Powers Agreement states that “The Board may appoint an Executive Director, from time-to-time as and when it deems appropriate... If appointed, the Executive Director shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by a majority vote of the Board.”

Staff Recommendation

Authorize the Chair of the Board to execute a Personal Services Agreement with 8th Wave, a corporation, to serve as Executive Director of the Renewal Enterprise District with an annual contract not to exceed \$150,000 as prescribed in the Professional Services Agreement.

Fiscal Impact

Ongoing annualized salary costs associated with the Executive Director position had been incorporated into the RED's budget. These actions do not increase any budget appropriations.

List of Attachments

Exhibit A – Professional Services Agreement

Contact

Robin Stephani, Executive Director, (707) 304-7074 robin@renewalenterprisedistrict.org

Exhibit A

**RENEWAL ENTERPRISE DISTRICT JOINT POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH ROBIN STEPHANI, 8TH WAVE
AGREEMENT NUMBER _____**

This "Professional Services Agreement" is made as of this 13 day of December, 2024, by and between the Renewal Enterprise District Joint Powers Authority, a public entity created pursuant to the provisions of California Government Code sections 6500 *et seq.*, ("RED"), and Robin Stephani, 8th Wave, a California corporation wholly owned and controlled by Robin Stephani ("Consultant"), together, the "Parties".

RECITALS

- A. RED desires to obtain the professional services of an Executive Director to coordinate and administer a regional, multi-jurisdictional effort to address housing development challenges and to increase the overall pace and capacity of housing construction county wide.
- B. RED desires to retain a qualified consultant to conduct the services described above in accordance with the Scope of Services attached hereto as Exhibit A ("Scope of Services").
- C. Consultant represents to RED that they are a highly trained professional and is fully qualified to conduct the services described in the Scope of Services.
- D. The Parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, RED and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to RED the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. RED shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to RED which shall itemize the services performed as of the date of the statement.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall RED be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred and fifty thousand dollars and no cents (\$150,000.00). The RED's Treasurer is authorized to pay all proper claims from Charge Number 51226.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of RED for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow RED access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless RED, and its elected and appointed officers, directors, agents, employees, consultants and volunteers ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees, attorneys fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of RED.

b. The existence or acceptance by RED of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of RED's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for RED's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide RED notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by RED as a material breach of this Agreement by Consultant, whereupon RED shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of RED pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to RED under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of RED, in RED's sole and absolute discretion. Consultant agrees that the RED shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants. The services to be provided by Consultant under this Agreement shall be provided by Robin Stephani, with the exception of administrative support, which may be delegated to 8th Wave staff when appropriate.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Consultant Representative:
Robin Stephani, President
8th Wave
729 Sexton Road
Sebastopol, CA 95472
(707) 479-5373
Robin@8thwave.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of RED. RED is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold RED harmless from any and all claims that may be made against RED based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the Parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of RED as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use RED facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the RED does not require that Consultant use RED facilities, equipment or support services or work in RED locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between RED and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

RED and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect for an initial term of 12 months, unless sooner terminated as provided herein.

b. RED shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If RED gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. RED shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to RED an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. RED shall pay Consultant for any services for which compensation is owed; provided, however, RED shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to RED all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of RED without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, and in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of RED.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to RED shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify RED in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that RED, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because RED, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from RED of the desire of RED for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of RED that would in any way hinder Consultant's performance of services under this Agreement. Consultant further

covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of RED. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of RED at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The RED's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the RED's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the RED's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the RED, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the RED Clerk the assuming office statements of economic interests required by the RED's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the RED Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RED's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RED may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF RED INFORMATION

During performance of this Agreement, Consultant may gain access to and use RED information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "RED Information") that are valuable, special and unique assets of the RED. Consultant agrees to protect all RED Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any RED Information to any third party without the prior written consent of RED. In addition, Consultant shall comply with all RED policies governing the use of the RED network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal

and/or equitable relief.

17. CONSULTANT INFORMATION

a. RED shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by RED.

b. Consultant shall fully defend, indemnify and hold harmless RED, its elected and appointed officers, directors, agents, employees, consultants and volunteers and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. RED shall make reasonable efforts to notify Consultant not later than ten (10) days after RED is served with any such claim, action, lawsuit or other proceeding, provided that RED's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by RED, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to RED, RED shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the RED, satisfactory to the RED Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by RED in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by RED and/or to enter into an agreement with RED, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by RED pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither RED acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED

Consultant hereby represents and warrants to RED that it is (a) a duly organized and validly existing corporation formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatory listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: 8th Wave

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Robin Stephani

Title: President

**RENEWAL ENTERPRISE DISTRICT JOINT
POWERS AUTHORITY**

a Public Entity

By: _____

Print

Name: Chris Coursey

Title: Board Chair

APPROVED AS TO FORM:

Renewal Enterprise District Counsel

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit A

Scope of Services (New for 2025)

Task 1: Operational Baseline Functions

- a. Board Support and Admin
- b. In consultation with the JPA Board Chair, prepare agendas for up to twelve Board meetings per year
- c. Prepare Staff Reports and Presentation Material
- d. Notice all meetings in accordance with the Brown Act
- e. Staff all meetings and record minutes
- f. Develop an annual Budget for Board consideration
- g. Track and record Board Member trainings and compliance, including filing of Form 700s
- h. Work with Legal Counsel to update Bylaws and board policies as needed, for Board consideration
- i. Partnership coordination with member agency staff
- j. Provide and review documents and content for the RED Website, social media, etc., as needed
- k. Prepare and review media advisories
- l. Participate in industry training, workshops, and professional associations as needed
- m. Manage professional services contracts for Board consideration. Legal review provided by RED legal counsel
- n. Serve as Fiscal Agent, including accounts payable and receivable, financial reporting and facilitating audit
- o. Process checks and payments to be sent through the County of Sonoma
- p. Maintain insurance for the RED, with requirements as specified by the RED JPA Board
- q. File necessary paperwork for the Secretary of State, State Controller, and other agencies as needed
- r. Maintain all official records of RED and respond to Public Records Act requests as needed

Task 2: Capital Raising: Collaborative Funding and Grants

- a. Research and maintain database of Grants and NOFA's
- b. Facilitate and assist with grant proposals
- c. Manage, prepare and distribute reports to funders as required by grant or NOFA

Task 3: Administrative Support to the RED Housing Fund

- a. RHF Board Support and committee meeting coordination
- b. Facilitate, organize, prepare, and distribute materials for meetings of the RHF Board and Advisors
- c. RHF Consultant Coordination
- d. Fiscal support and assistance with accounting, accounts payable and receivables
- e. Track budget and assist with annual preparation of Budget for Board consideration
- f. Assist with tax preparation
- g. RHF Loan Portfolio support, archiving, extensions and conversions
- h. Build and maintain partnerships

- i. Capital Raising and Grant management including: receive grant funding from various organizations on behalf, or for the benefit of RHF, and disburse such funds to, or at the direction of, RHF pursuant to the terms of the Agreement
- j. Timely prepare and submit such reports as providers of Grant Funding may require
- k. Procure, obtain, and if applicable, extend insurance coverage provided to RED to RHF, including without limitation, if applicable, general liability coverage and directors' and officers' coverage, and provide evidence of such insurance coverage to RED; provided, that pursuant to Section 5 of the Agreement, RED shall be entitled to retain Grant Funds in the amount of the pro rata cost of providing such coverage to RHF
- l. Supervise and assist in the preparation and distribution of RHF's quarterly and annual reports to stakeholders
- m. Oversee record keeping, document archiving, and compliance, including filing of required reports to grantors, and to local, State and federal agencies
- n. Facilitate and administer RHF contracts with third parties, vendors, and service providers
- o. Website Management-update content as needed & post news

Task 4: Essential Function Bonds

- a. Develop Essential Function Bond Pilot Program for Board Approval
- b. Solicit and manage partnerships and consultants related to deployment of EFB

ATTACHMENT B
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the RED.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the JPA Board for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled

except after prior written notice has been provided to the JPA Board in accordance with the policy provisions.

1. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by JPA Board shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The Renewal Enterprise District, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
 - c.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish JPA Board with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the JPA Board before work commences and must be in effect for the duration of the Agreement. The JPA Board reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the Proposal of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or JPA Board. Self-insured retentions above \$10,000 must be approved by JPA Board. At JPA Board's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. JPA Board reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit B

8th Wave

RED Executive Director

Annual Budget

Annual Budgeted Expense

Professional Services:

Annual Fees Not to Exceed \$150,000

\$ 150,000

_____ \$ 150,000

Total Annual Expense

_____ \$ 150,000
=====



Item 4 – Informational items

RED Updates

- a. Essential Function Bond
- b. RED Housing Fund
- c. Grants
- d. Advocacy



Essential Function Bond

How it works

Bond funds the acquisition of a market rate rental project which transfers to public (or Section 501c3) ownership creating real estate tax relief.

The tax relief creates cash flow which can be used to make units affordable to tenants. Taxes will continue to be due on non-affordable units. A host fee can be considered if the project proforma supports this expense.

Benefit and Cost

+ The Public body owner gets 100% of appreciation in value of project, with no equity contribution; 100% public ownership from day one.

- Real estate taxes foregone.



Essential Function Bond

Key roles and responsibilities

City of Santa Rosa is the beneficial owner

RED JPA is solely a means for carrying out the project on the local government's behalf, and is a mechanism for limiting the local government's direct legal risk.

The Project Administrator is a real estate development firm

- Locates project.
- Negotiates the Purchase-Sale Agreement with the Project seller.
- Goes at risk on a 1.0% to 1.5% deposit.
- Works with underwriter to develop feasible financing structure in light of the purchase price.
- Engages and pays for all third party reports.

The Project Manager could be the same as the Project Administrator or another entity



Renewal Enterprise District (RED)

County of Sonoma | City of Santa Rosa

Essential Function Bond

Background and Future

California is the frontrunner with nearly 14,000 units acquired and converted to rents affordable for middle-income families since 2020.

Policy concerns have been studied and mitigation measures have been proposed.

What is ahead

- Greater regulation
- More emphasis on new construction
- More contributed land or other "equity" to lower leverage
- Increased employer participation (resort towns, health systems, universities, etc.)



Essential Function Bond

RED Boundary

Legend

Qualified Opportunity Zones



Draft RED Boundary



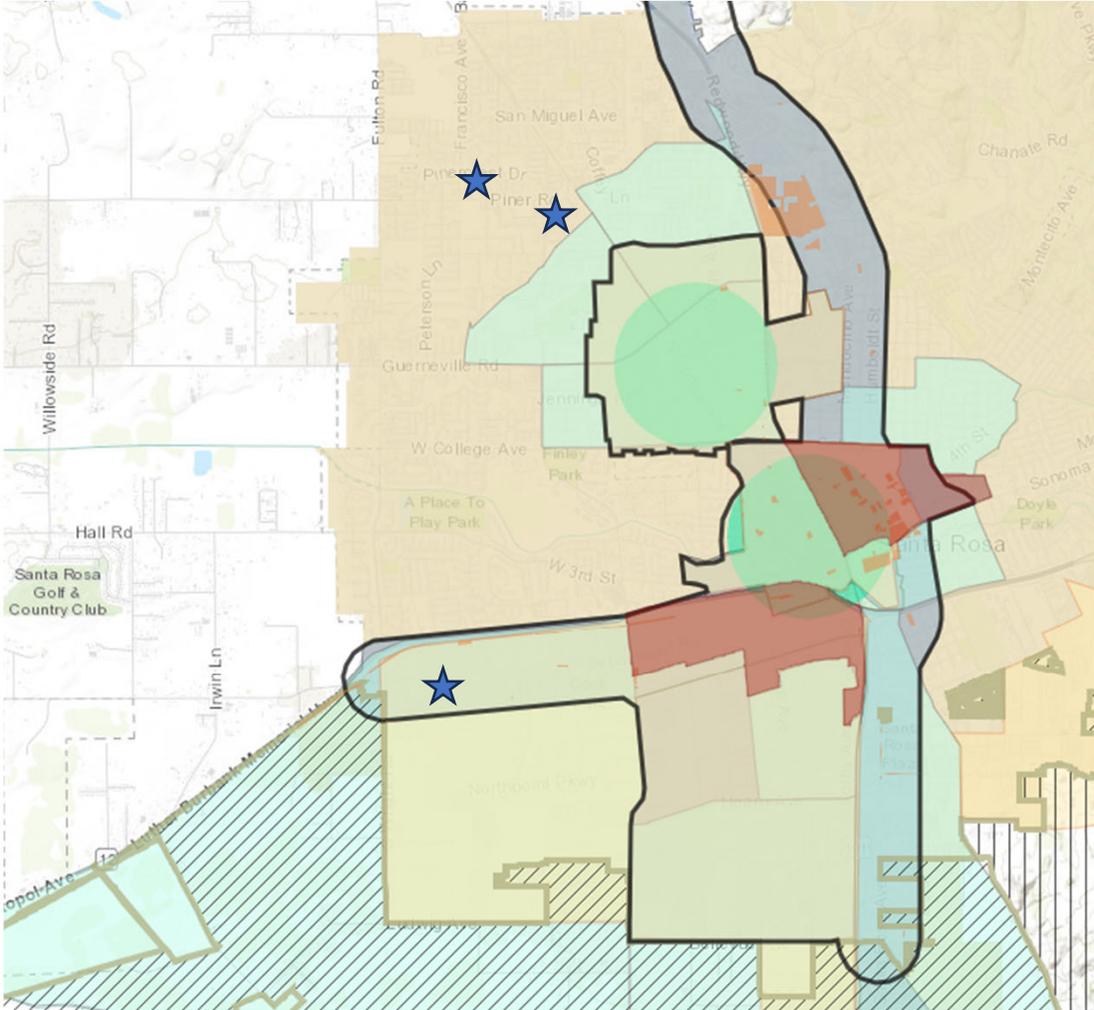
Transit Priority Areas - 2020



Equity Priority Communities - Plan Bay Area 2050



Sonoma County Priority Development Areas 2020

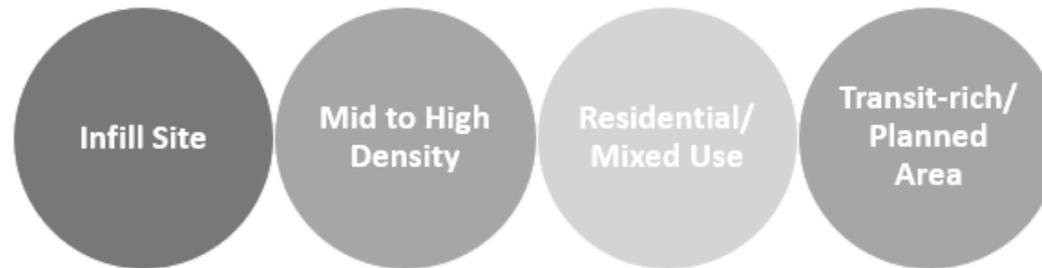




Essential Function Bond

RED Criteria

Projects require **ALL** of the following threshold criteria:



One or more of the following evaluation criteria:



On or Offsite Affordable, Workforce, and/or Mixed-Door Housing



Multi-modal (Transit, bike, pedestrian)



Serves a Disadvantaged Community



Onsite Child Care



Energy or Water Efficiency



Prevailing Wage, Certification, and/or Apprenticeship with Labor Unions



Public Outdoor Space



Innovative Design



Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



RED Housing Fund update



Walkable
Communities

Economic
Drivers

Workforce
Supporting

Transit
Oriented

Climate Smart

High Density



Progress Update



Aviara:

\$2,400,000

- 136 2-3BR @ 30-70% AMI

Acme Family Apartments:

\$800,000

- 77 1-3BR @ 30-60% AMI

Pullman Lofts:

\$1,300,000

- 114 1-2BR workforce-attainable units

South Park Commons:

\$4,000,000

- 62 studio-3BR
- Units affordable to households at 15-50% AMI

420 Mendocino:

\$7,000,000

- 161 studio-2BR units
- Located in the heart of downtown Santa Rosa

Casa Roseland:

\$4,200,000

- 75 1-3BR
- Units affordable to households at 30-60% AMI
- *Casa Roseland commitments are subject to the Fund's due diligence, underwriting, and closing processes. Therefore, these commitments and tentative closing schedule are subject to change as a result.*

New NOFA

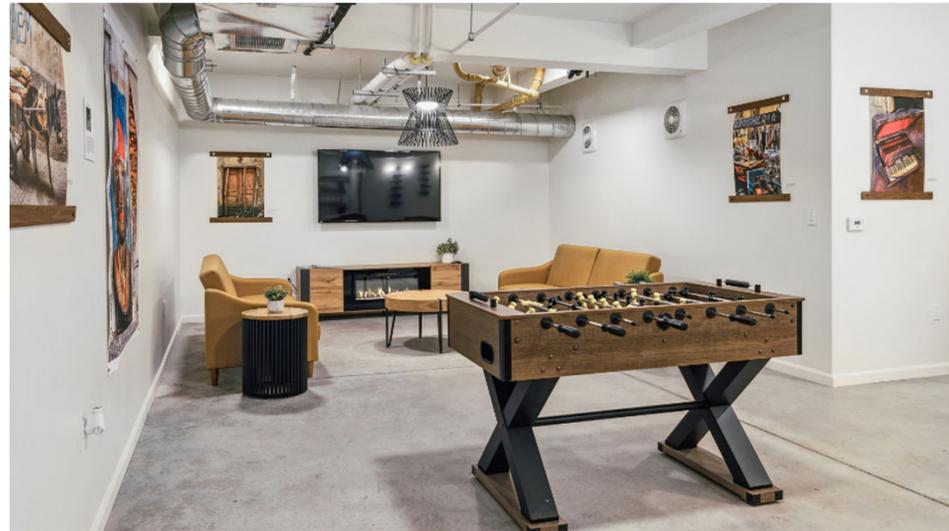
389 new homes built + 161 in construction + 75 in the pipeline



Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



Pullman Lofts





Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



South Park Commons





Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



South Park Commons





Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



420 Mendocino





Renewal Enterprise District (RED)
County of Sonoma | City of Santa Rosa



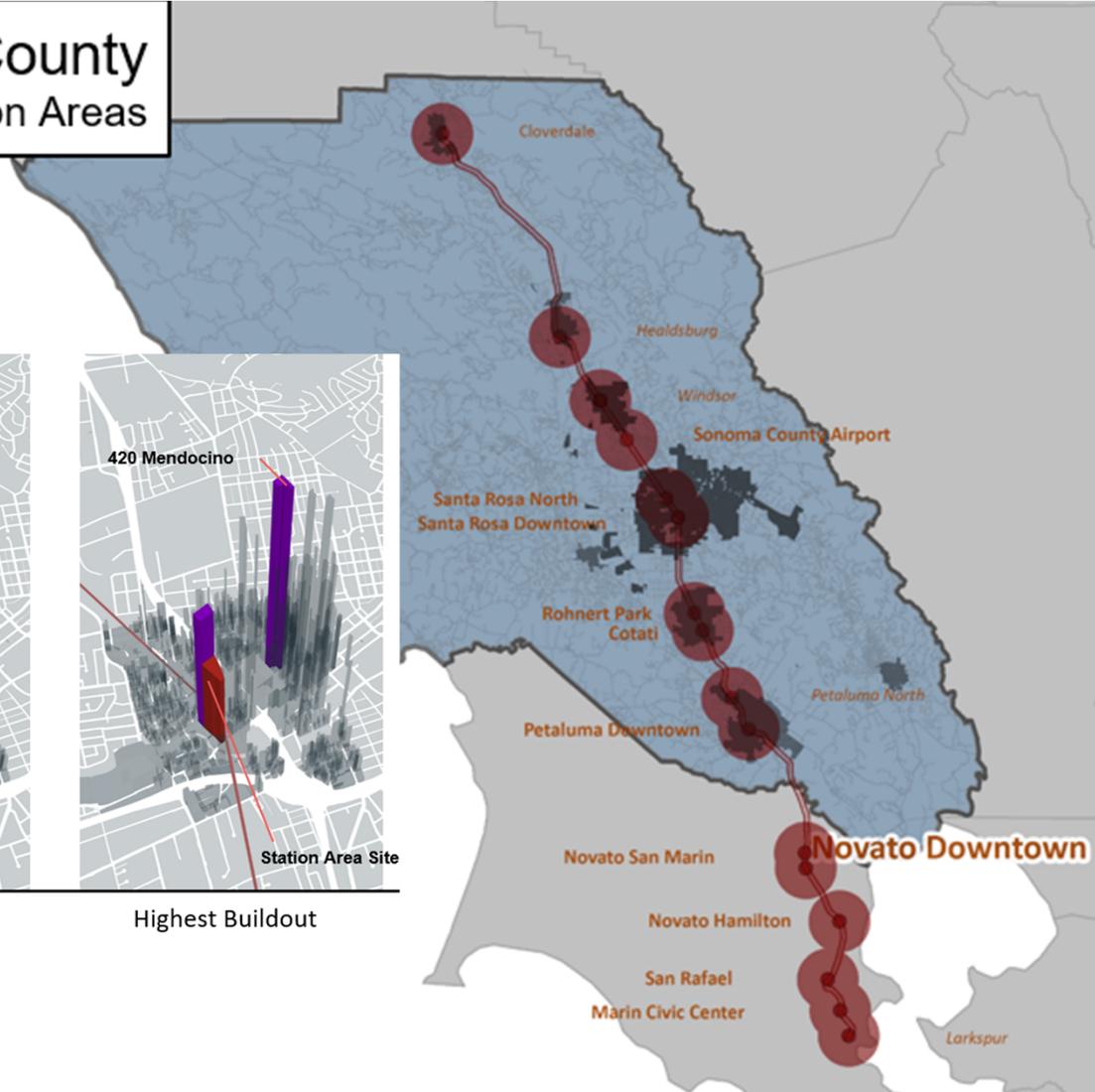
Casa Roseland



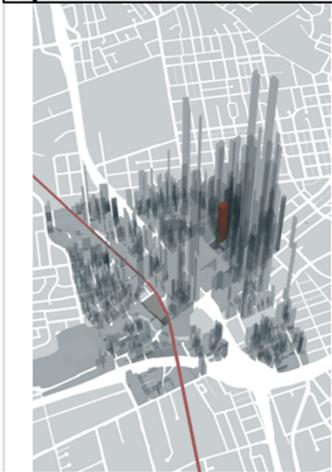


Collaborative Grants

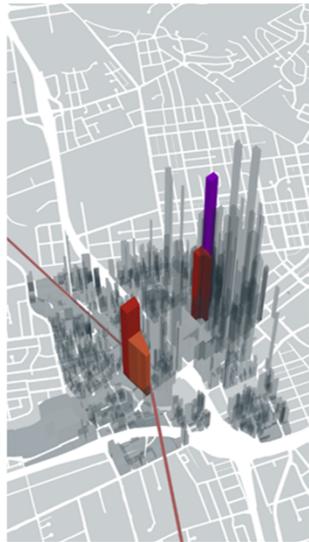
Urban3
**Sonoma County
SMART Station Areas**



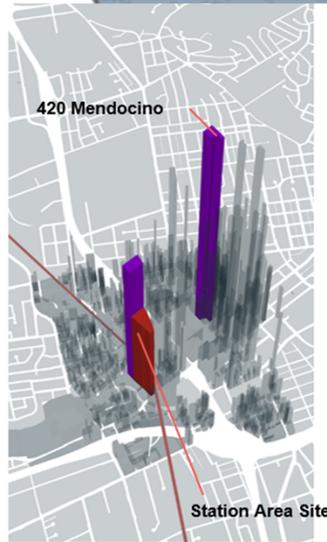
Urban3
**Tax Value per Acre
Comparing Station Area Buildout**



Current Condition



Moderate Buildout



Highest Buildout



Collaborative Grants & Advocacy

