

Sonoma Valley Fire District

Board of Directors Meeting

March 21, 2023





Sonoma Valley Fire District Board of Directors Meeting

March 21, 2023
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**MEETING AGENDA
SONOMA VALLEY FIRE DISTRICT
BOARD OF DIRECTORS**

Tuesday, March 21, 2023 at 6:00 P.M.
Location: Sonoma Valley Fire District Station 1
630 2nd Street W., Sonoma, CA 95476

This meeting is being conducted in person with videoconference capabilities in accordance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Agenda, Zoom link, and board packet materials are available at the following website:
<http://sonomavalleyfire.org>

To join by phone: 1-669-900-9128

Meeting ID: 914 153 1767

Meeting Passcode: 3300

1. **Call to Order**

2. **Roll Call and Determination of a Quorum**

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, Nick Greben, Terrence Leen.

3. **Pledge of Allegiance**

4. **Confirmation of Agenda**

Opportunity for the Board to reorder agenda items.

5. **Comments from the Public**

(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)

6. **Presentations**

7. **Consent Calendar**

a) Approval of minutes from the regular meeting held on, February 14, 2023.
Action Item

8. **Fire Chief's Monthly Report**

Report for February

9. **Old Business**

10. **New Business**

- a) Canine Therapy and Peer Support Program. **Action Item**
- b) Resolution 2022/2023-04 to considering authorizing participation in and approving the amended and restated joint exercise of powers agreement of the Fire Risk Management Services (FRMS) joint powers authority. **Action Item/Roll Call**
- c) Proposal for implementation of solar installation at Stations 3 and 5. **Action Item**

11. **Other Business to Come before the Board**

FASIS Board member nominations, submissions due by, March 24, 2023.

12. **Comments from the Floor**

13. **Comments/Reports from the Board**

Subcommittee reports

14. **Closed Session**

15. **Adjournment**

This meeting will be adjourned to a regular Board meeting on April 11, 2023 at 6:00 p.m. in the Training Room of Sonoma Valley Fire District, Station 1, located at 630 2nd Street West, Sonoma, CA.

Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>.



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 21, 2023

Agenda Item No.	Staff Contact		
7a	Maci Bettencourt, Clerk		
Agenda Item Title			
Approval of the regular meeting minutes held on February 14, 2023.			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Objective 3C / 3D			
Fiscal Summary – FY 22/23			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not Required			
Attachments			
1. Minutes for February 14, 2023 regular meeting			

SONOMA VALLEY FIRE DISTRICT

BOARD OF DIRECTORS MEETING MINUTES Tuesday, February 14, 2023

**Meeting was held in person at Station 1, 630 2nd Street W, Sonoma, Ca. 95476
and via video conference for general public access.
Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300**

1. Call to Order

President Norton called meeting to order at 6:02 PM.

2. Roll Call and Determination of a Quorum

Board of Directors present: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, and Terrence Leen. Director Nick Greben was excused.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Leen and recited by all.

4. Confirmation of Agenda

Chief Akre requested that item 10a and 10b proceed comments from the public due to Fire Marshal Smith teleconferencing in from a conference in Southern California.

5. Comments from the Public

Guest: Bob Norrbom, Sean Lacy, Jennifer Jason, and Allison Ash.
No comments heard from the public.

6. Presentations

None

7. Consent Calendar

a) Board reviewed and approved the meeting minutes from the regular board meeting held on January 10, 2023. **M/S/P Brady/Atkinson - 6 ayes/1 excused**

8. Fire Chief's Monthly Report

Monthly Chief's report attached

9. Old Business

a) Director Emery motioned to approve the acceptance of the Burton's Fire bid to outfit and mount the new 3348, not to exceed \$35,000.00. **M/S/P Emery/Leen - 6 ayes/1 excused**

10. New Business

President Norton opened a public hearing to consider adoption of Ordinance 2022/2023-01 and 2022/2023-02, to adopt the Districts Fire Code in reference to Sonoma County Board of Supervisors Ordinance 6395 and 6396 at 6:05 PM.
With no public in attendance the public hearing was closed.

- a) Director Johnson motioned to adopt Ordinance 2022/2023-01, adopting Sonoma County Board of Supervisor's Ordinance 6395 "Chapter 7, Building Regulations, of the Sonoma County Code" by reference. **M/S/P Johnson/Brady - 6 ayes/1 excused**
- b) Director Leen motioned to adopt Ordinance 2022/2023-02, adopting Sonoma County Board of Supervisor's Ordinance 6396 "Sonoma County Code Chapter 13 - Sonoma County Fire Safety Ordinance" by reference. **M/S/P Leen/Johnson - 6 ayes/1 excused**
- c) Director Brady motioned to approve spending, not to exceed \$20,000, toward the feasibility study with the SCFCA for the possible citizen-based sales tax initiative in 2024. **M/S/P Brady/Johnson - 6 ayes/1 excused**

11. Other Business to come before the Board

Chief Akre reminded to Board of the upcoming FDAC Conference in Napa, March 14-17. Directors are welcome to attend, registration is open until March 3rd.

12. Comments from the Floor

None

13. Comments/Reports from the Board

None

14. Closed Session

None

15. Adjournment

M/S Norton/Leen - 6 ayes/1 excused

Meeting was adjourned at 7:24 pm to a regular Board meeting on March 21, 2023, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available to the public. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website: <http://sonomavalleyfire.org> under the Governance tab.*

Respectfully submitted,

Maci Bettencourt



Sonoma Valley Fire District

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DATE: 2/14/2023
TO: Sonoma Valley Board of Directors
FROM: Chief Akre
SUBJECT: Monthly Activity Report – January 2023

A. ADMINISTRATIVE:

1. SDC: No communication from DGS on staffing a second shift or an extension at SDC.
2. KWD: Staffing service is going very well. I have met with the Board's HR Subcommittee, and they have requested a meeting with our Personnel Subcommittee.
3. The Fire Service Working Group continues to meet to work primarily on a citizens-based initiative potential. At the February meeting, the SCFCA's membership approved a one-time assessment to fund a feasibility study for the sales tax initiative. REDCOM and Upstaffing fees, and helping Districts with the LAFCO process continue to be other areas of focus.
4. Held our monthly Command Staff meeting. Interim CM Mark Linder attended.
5. I attended the City's Council Goal setting workshop.
6. The EMS subcommittee continues to be actively working on supporting SCFD's bid on the RFP for EOA-1, and on the tiered response implementation.
7. BCs Andreis and Lacy, FM Smith, Capt. Johnson and I all attended the SCFCA's Installation and Retiree luncheon in Petaluma. Retirees Franceschi and Comisky attended. Officers for the next two years are: President Akre, VP Westrope (SRS), Secretary Bellach (KWD) and Treasurer Henneberque.
8. I attended Cal Chiefs monthly E-Board and Area Directors meetings. Attended the Northern section FPO monthly meeting in Sac. FM Smith attended as well.
9. Attended SCFDA Monthly Meeting in Geyserville on 1/26 along with Director's Norton and Brady, BC Lacy and TO Stirnus. Steve Klick (SCY) was elected as President, and Shepley Schroth-Cary (GDR) was elected as Vice-President.
10. REDCOM: Budget for FY 23-24 was approved by the BOD. The BOD also approved a statement of support for REDCOM employees relative to this uncertain time. Held REDCOM's 20th Anniversary celebration. BCs Andreis and Lacy, TO Stirnus and I all attended.
11. FASIS/EBA update: I attended multiple EBA and FASIS meetings, on claims settlements and subcommittee meetings on Consolidation.
12. BCs Norrbom and Cyr and I all attended the quarterly MAC and EMCC meetings.

630 Second Street West • Sonoma • California • 95476-6901
Business: (707) 996-2102 • svfra@svfra.org • Fax: (707) 996-2868



Sonoma Valley Fire District

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13. Working on LAFCO application for Contract for Services approval with KWD.
14. Met with Coast Life Support regarding bi-county emergency response coordination.

B. INCIDENTS:

1. Commercial Structure Fire on 8th St East, SCH. All on-duty SON resources as well as 3392, 3395, Truck 3351, 3306 and 3320 all responded. 3320 led the fire investigation along with FITF members.

C. BUDGET/FINANCE:

1. We are awaiting the final audit document from Chavan and Associates.
2. We are gearing up for budget preparations and an update to our fee schedule.

D. PERSONNEL:

1. Engineer's and Captain's exams are taking place now. We will hope to have lists established by early March.
2. Long-time City and SVFRA volunteer Division Chief Bud Keechler passed away January 18th. Service details have been shared in a separate email.

E. TRAINING:

1. Focus for career and volunteers on EMS and Cancer Prevention.
2. Individual Company choice training days.
3. Test preparation training.
4. Sending 2 more personnel to the upcoming Resiliency Conference.
5. A Driver Operator class is being scheduled for April. Hoping to add depth to volunteer rank.
6. Bay Area Firefighters Training Conference first week of March.

F. EQUIPMENT:

1. New Type 3 from Hi-Tech is nearing completion. Expected delivery soon.
2. New unit 3300 has been completed and is in service.
3. New ambulance is being built.

G. BUILDINGS & LAND:

1. Continuing to work on Station 5 seismic upgrade project. Building permits have been issued for the project. Grant submitted to Cal OES.
2. Station 9: Waiting on the delivery of the heaters.



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H. PREVENTION & COMMUNITY OUTREACH:

- State Mandated Building Inspections for 2023 cycle completed in Districts, 2,3 & 5/ now working into District 1.
 - Much more compliance has been seen since last year
 - Delinquent properties are being held more accountable
- Working with the Grove Street, Springs & Glen Ellen Fire Safe Councils continues
 - Glen Ellen community meeting scheduled for March 18th from 10-12pm at Dunbar School- CWPP process
 - Organized a free NOAA weather radio give-a-way event in Diamond A/ over 60 radios handed out to elderly/hard of hearing
 - Working on grant applications for fuel reduction projects
 - Fire Safe Sonoma is moving away from fire safe councils switching to Fire Wise Communities
- Collaborating/strategizing with Cal Fire for fuel break locations within the Valley
- Gary is now representing us on the Boys & Girls Club Safety Committee which meets quarterly
- Working on implementation of new fire pre-plan software and the new Motorola portables

I. ASSOCIATION:

1. Working on a date in March for the FF Appreciation Crab Feed. Details to follow.



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 21, 2023

Agenda Item No.	Staff Contact
10a	Trevor Smith, Fire Marshal

Agenda Item Title
 Introduction of the Canine Therapy & Peer Support Program

Recommended Actions
 No actions are necessary – Informational Item

Executive Summary
 The "Canine Therapy & Peer Support Program" has been launched by the Sonoma Valley Fire District to enhance the physical, mental, and emotional well-being of its members and address the growing concern about behavioral health issues affecting first responders' wellness. The SVFD has implemented various changes and strategies such as Resiliency training, medical screenings, physical fitness, and nutritional education to address these issues. This new program is in partnership with Paws for Life K9 Rescue, who provide the certified therapy dog (Koda), training, ongoing support, equipment, supplies, and food. Trevor Smith, the Fire Marshal with the Sonoma Valley Fire District, along with Koda, will lead the program and provide therapeutic support to staff and the community during critical needs. The program's objective is to offer readily accessible support to SVFD members experiencing career-related stress and improve their quality of life throughout their careers and into retirement.

Alternative Actions
 None

Strategic Plan Alignment
Objective 2B / Objective 3B

Fiscal Summary – FY 22/23			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$0.00	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)
 Paws for Life K9 Rescue has covered all costs associated with the program to date. Additionally we have been working on strategic partnerships and have received a commitment from the Sonoma Veterinary Clinic to provide routine preventative care and health exams. Paws for life K9 Rescue will provide full veterinary services however this care is located in Southern California. This program is modeled after other neighboring agency programs that are fully funded, the SVFD will continue to seek strategic partnerships to ensure this. It is reasonable to assume that there may be unique situations that may arise such as emergent medical care that may require limited expenditures.

Attachments
 1. Canine Therapy Press Release Information 2023_Draft

Sonoma Valley Fire District
Canine Therapy & Peer Support Program



Draft Press Release & Information 2023

The Sonoma Valley Fire District (SVFD) has introduced a new program called the "Canine Therapy & Peer Support Program," aimed at promoting the physical, mental, and emotional well-being of its members. This program is designed to address the growing concern about behavioral health issues and their impact on wellness, particularly among firefighters, paramedics, and EMTs.

The SVFD has implemented several changes and strategies to address these issues, including medical screenings, physical fitness, and nutritional education. First Responders Resiliency, Inc has also provided invaluable training and tools to both staff and their families. In addition, the SVFD has partnered with a local organization called First Responder Therapy Dogs, who regularly visit their stations with animals in their program.

The positive benefits of these visits have been palpable, with staff reporting an immediate positive reaction to the therapy dogs. To further enhance the program, the SVFD has partnered with Paws for Life K9 Rescue, who provided a certified Therapy Dog named Koda, training and certification for the handler, and initial equipment and supplies to begin the program. They have also committed to providing for Koda's nutritional requirements.

Koda's handler is Trevor Smith, the Fire Marshal with the Sonoma Valley Fire District. As Fire Marshal, he has a unique opportunity and assignment that provides him with the flexibility to make the program successful. He is available to regularly visit staff at any workstation within the organization's six staffed fire stations and is also available on a twenty-four-hour basis to provide therapeutic support to the membership and community during critical needs. The goal of the Canine Therapy & Peer Support Program is to provide readily accessible support to SVFD members experiencing career-related stress and improve their quality of life throughout their careers and into retirement.

Below are some links to similar programs operated by fire departments as well as additional information:

Sacramento Fire KCRA news story-

<https://www.kcra.com/article/therapy-dog-sacramento-fires-new-support-k-9-helps-first-responders/40803019>

The Los Angeles Fire Department program- <https://supportlafd.org/news/k9-therapy.html>

How Therapy Dogs Help?

<https://www.uclahealth.org/programs/pac/about-us/animal-assisted-therapy-research>



PAWS FOR LIFE K9 RESCUE FIRST RESPONDER PROGRAM

Every single day, first responders and firefighters do the unthinkable. They begin and end their shift willing to risk their lives for people they have never met. In a single shift they can face any number of traumatic events, from fatal automobile accidents, to fires blazing out of control and even lives they cannot save. These brave heroes have to be strong to face each new day, but as a community we understand that suffering this type of trauma needs balance so that they can unwind from the horrific things they have witnessed at work. Enter Paws For Life K9 Rescue, and our newest program training Therapy Dogs.

Unlike our service dog program, which trains dogs to perform a multitude of tasks to support military veterans diagnosed with PTSD, therapy dogs offer comfort to various people at the direction of their handler. Paws For Life K9 Rescue Therapy dogs raise the bar, as we combine the dog's innate abilities to provide comfort with a stringent training schedule to learn 25 commands. This training process ensures the dog can be safely taken to any scene, and provide comfort, consolation and support regardless of environmental changes.



HOW THERAPY DOGS HELP?

Paws For Life K9 Rescue's prison program trains the dogs to assist people enduring extreme stress, and provide relief from anxiety or distress. UCLA Health research on Animal Assisted Therapy (<https://www.uclahealth.org/programs/pac/about-us/animal-assisted-therapy-research>) substantiated that therapy dogs provide tremendous benefits for both mental health and physical health. The study found that therapy dogs have the following benefits:

- Promotes the release of serotonin that can play a part in elevating moods.
- Lowers anxiety and helps people relax.
- Provides comfort, reduces loneliness.
- Increases mental stimulation and much more.

Many places have therapy dogs that come in and provide relief and love to people from all walks of life. Airports, hospitals, schools, and nursing homes are just a few. Paws For Life K9 Rescue has added firehouses to that list. We are offering firehouses a sense of normalcy at the end of the day.

HOW IT WORKS?

It starts with Paws For Life rescuing dogs from high intake shelters. The dog is then placed in our prison training program to work with our incarcerated trainers and professionals. Select dogs with an aptitude for learning, and an innate ability to provide affection and comfort get selected for the Therapy Dog Program. These dogs can come in all sizes, ages, and breeds. About half-way through the 20-week program the therapy dog is matched with a first-responder, and they start their training out in the field, and taking the dog home with them at the end of the day. The first-responders also attend several in-prison training sessions to work with the incarcerated team that trained the dog. Our outside professional trainers provide around-the-clock training services, advice, and videos to ensure the training process is successful and that the first-responders feel supported.

For additional information on this program. Please contact our Fire Prevention Office at 707-933-2305

Trevor Smith
Fire Marshal, Sonoma Valley Fire District
trevors@sonomavalleyfire.org
707-933-2305

2022 – 2027 Strategic Plan Alignment

Objective 2B - Promote physical, mental, and emotional wellbeing among members to enhance their quality of life throughout their careers and into retirement.

Objective 3B - Diversify and broaden our community outreach to provide access and information to all cross-sections of our community



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 21, 2023

Agenda Item No.	Staff Contact
10b	Fire Chief, Steve Akre

Agenda Item Title
 Fire Risk Management Services Joint Powers Authority

Recommended Actions
 Authorize the Fire Chief to sign agreement with FRMS

Executive Summary
 Following the exploration of a 12 month in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed a merger of the two programs. Effective July 1, 2023, they will together provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies to be known as Fire Risk Management Services (FRMS). Currently the Sonoma Valley Fire District is a member of both the FASIS and FDAC EBA. It is in the best interest of Sonoma Valley Fire District to continue participating in and obtaining coverage and risk management services from FRMS.

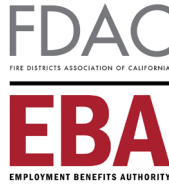
Alternative Actions
 Do not approve agreement with FRMS

Strategic Plan Alignment

Fiscal Summary – FY 22/23			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)

- Attachments**
1. FRMS Joint Powers Agreement Memo
 2. Resolution 2022/2023-04



TO: FDAC EBA Member Districts
FROM: Carmen Berry, FDAC EBA Executive Director
DATE: March 2, 2023
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits Authority)**

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

“This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement.”

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Melissa Feltz, FDAC EBA Coordinator
c/o SMA
808 R Street, Suite 209
Sacramento, CA 95811
FAX: (916) 231-2141
mfeltz@firebenefits.org

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or mfeltz@firebenefits.org.

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1: **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

**SECTION 3:
PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

**SECTION 4:
MEMBERSHIP**

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

SECTION 5:
PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

SECTION 6:
TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

SECTION 7:
POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

SECTION 8:
BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9:
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

SECTION 10:
OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

SECTION 11:
RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

SECTION 12:
COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

SECTION 13:
BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16: ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

SECTION 17:
SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

SECTION 18:
RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

**SECTION 21:
EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

**SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

**SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

SECTION 30:
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Agency Name)

Date: _____

By: _____
Name/Title

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Sonoma Valley Fire District is currently a member of both FASIS and FDAC EBA, and the Board of Directors of Sonoma Valley Fire District finds it in the best interest of Sonoma Valley Fire District to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the Sonoma Valley Fire District to pass a resolution expressing the desire and commitment of Sonoma Valley Fire District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma Valley Fire District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Sonoma Valley Fire District to continue participating in the joint self-insurance and risk management programs

provided by FRMS.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire District this 21st day of March 2023, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

William Norton, President

Maci Bettencourt, Clerk



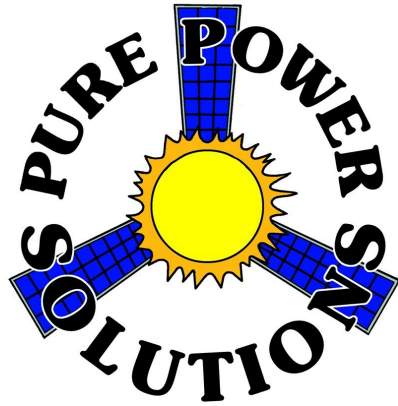
Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

March 21, 2023

Agenda Item No.		Staff Contact	
10c		Battalion Chief, Bob Norrbom	
Agenda Item Title			
Solar Project Proposal for Station 3 and 5 of the Sonoma Valley Fire District			
Recommended Actions			
Approval for Implementation of Solar Installation at Station 3 and 5			
Executive Summary			
In order to achieve the Strategic Plan Objective 1A, which involves identifying and implementing critical facility improvements for both current and future needs. A power usage study was conducted for Stations 3 and 5. The study examined the benefits of adding solar power to these stations, which would not only reduce the organizations carbon footprint, but also result in cost savings of approximately \$1,000,000 over the next 20 years. These savings would greatly reduce the daily operating budget of the District, allowing for further funding of other areas of responsibility and increasing the efficiency of the Fire District. Ultimately, this would better serves the community.			
Alternative Actions			
Request further information on the project and approve the project at a later time.			
Strategic Plan Alignment			
Objective 1A, Identify and implement critical facility improvements for current and future needs.			
Fiscal Summary – FY 22/23			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 240,575	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 168,403
	\$	Contingencies	\$
		Grants	\$
		Government Incentives*	\$ 72,172
Total Expenditure	\$ 240,575	Total Sources	\$ 240,575
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
<ol style="list-style-type: none"> 1. Solar Proposals from Pure Power Solutions - Station 3 2. Solar Proposals from Pure Power Solutions - Station 5 3. Proposed Solar Equipment 			



Sonoma Valley Fire
Solar PV Proposal -
Station 3

Prepared For:

Mason Lewis
1 Agua Caliente Rd
Sonoma, CA 95476

Prepared By:

Jonathan Mooney
707.843.1063
jmooney@purepowersolutions.com

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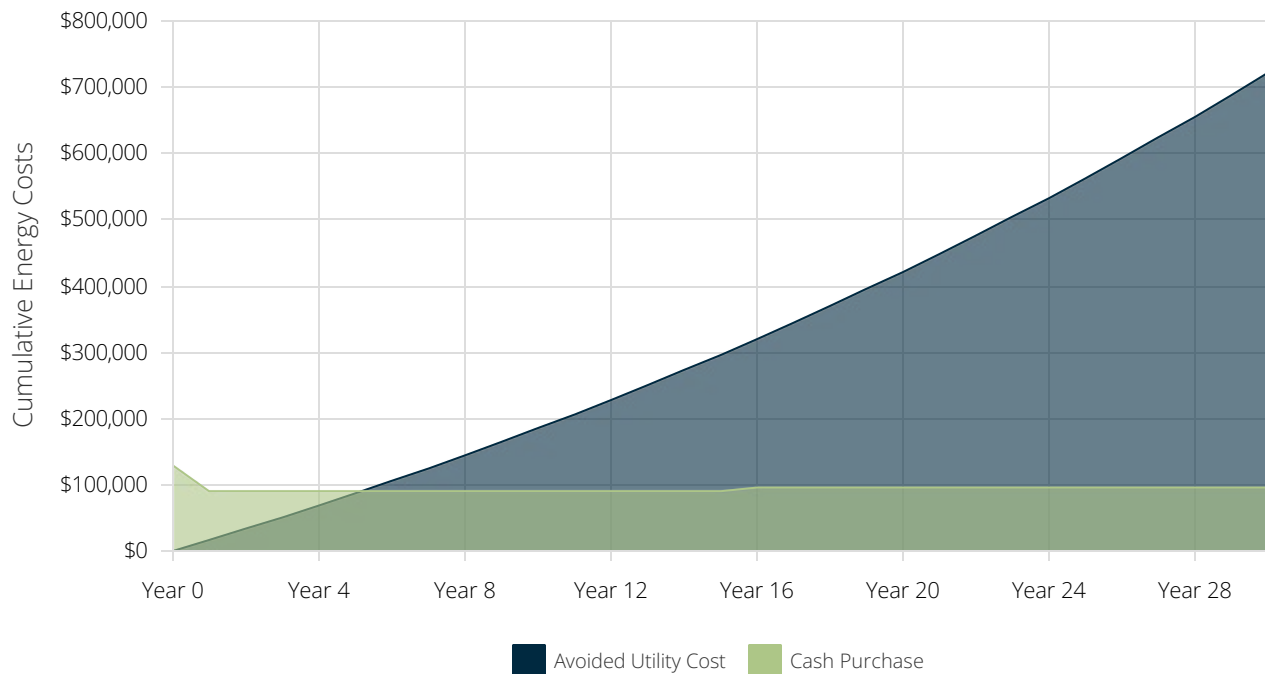
1 Project Summary

Payment Options	Cash Purchase
Payback Period	5.2 Years
ROI	484.8%
Total Payments	\$128,984
Total Incentives	\$38,695
Net Payments	\$90,289
Electric Bill Savings - Term	\$720,995

Combined Solar PV Rating

Power Rating: 36,450 W-DC

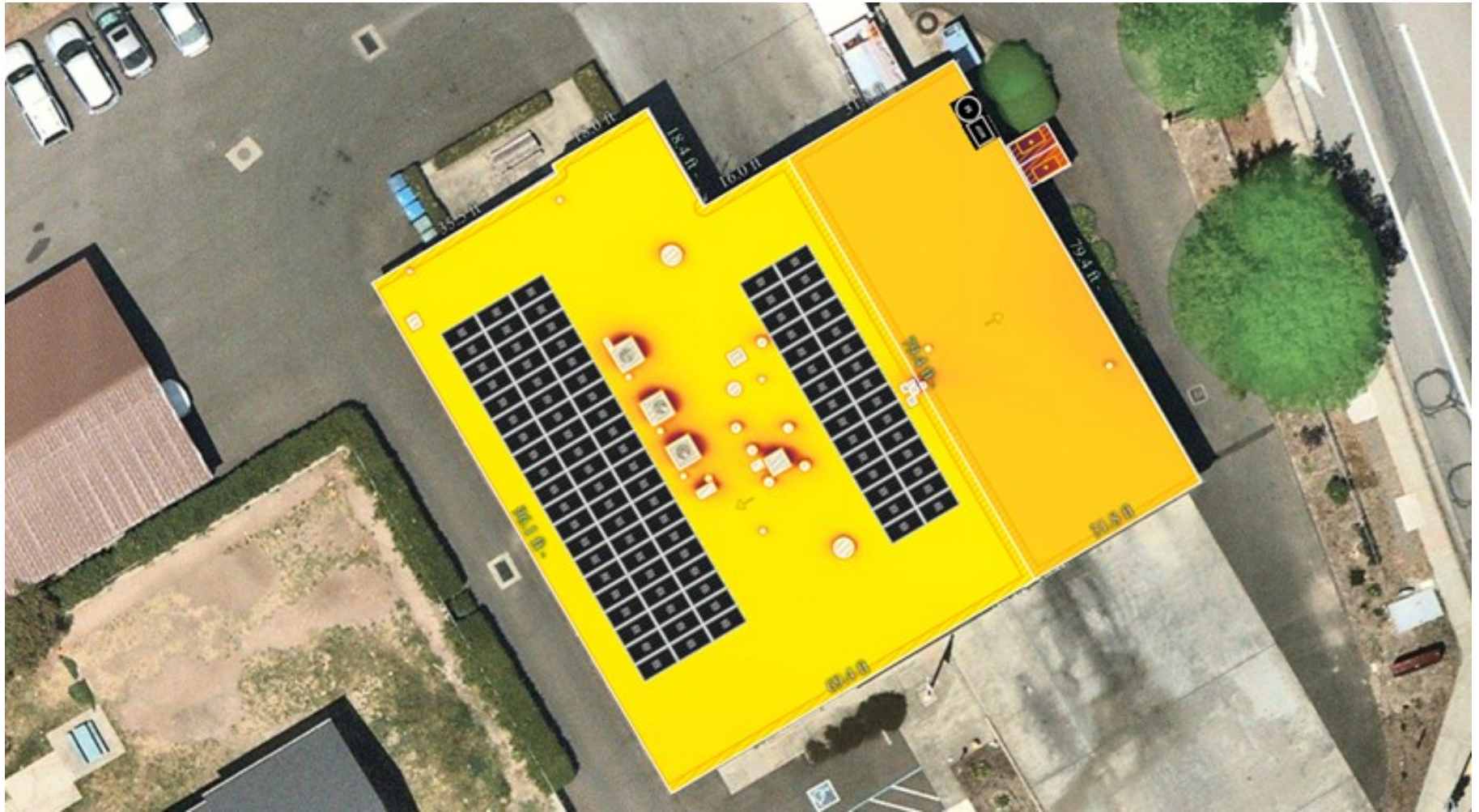
Cumulative Energy Costs By Payment Option



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2 Proposed System Design



Prepared By: Jonathan Mooney
P: 707.843.1063 , E: jmooney@purepowersolutions.com

3.1.1 PV System Details

General Information

Facility: Meter #1
 Address: 1 Agua Caliente Rd W Sonoma CA 95476

Solar PV Equipment Description

Solar Panels: (90) Jinko Solar JKM405M-72HL-V
 Inverters: (2) SolarEdge Technologies SE14.4KUS

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
 Inverters: 15 Years

Solar PV System Cost and Incentives

Solar PV System Cost \$128,984
 Federal Tax Credit **-\$38,695**

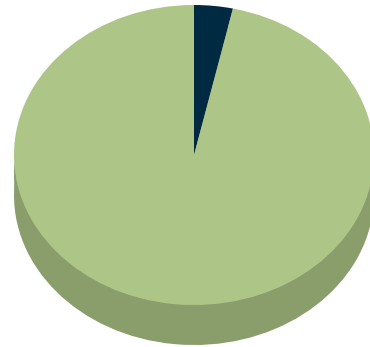
Net Solar PV System Cost \$90,289

Solar PV System Rating

Power Rating: 36,450 W-DC

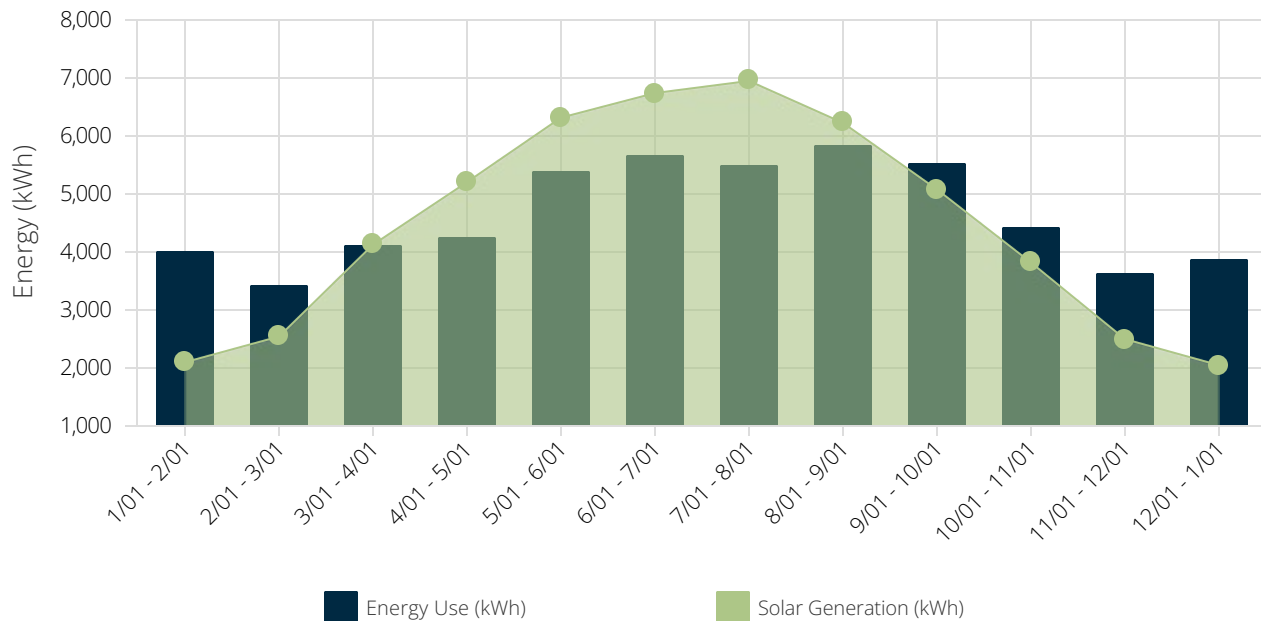
Energy Consumption Mix

Annual Energy Use: 55,570 kWh



Utility 1,931 kWh (3.47%)
 Solar PV 53,639 kWh (96.53%)

Monthly Energy Use vs Solar Generation



3.1.2 Utility Rates

The table below shows the rates associate with your current utility rate schedule (B-6). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	B-6	Season	Charge Type	Rate Type	B-6
W1	Flat Rate	per day	\$0.82	W1	On Peak	Import	\$0.32318
W2	Flat Rate	per day	\$0.82	W1	Off Peak	Import	\$0.27959
S	Flat Rate	per day	\$0.82	W2	On Peak	Import	\$0.32318
				W2	Off Peak	Import	\$0.27959
				W2	Super Off Peak	Import	\$0.24351
				S	On Peak	Import	\$0.56987
				S	Off Peak	Import	\$0.31225

3.1.3 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: PG&E - B-6

Time Periods	Energy Use (kWh)			Charges			
	On Peak	Off Peak	Super Off Peak	Other	NBC	Energy	Total
1/1/2022 - 2/1/2022 W1	979	3,028	-	\$25	\$108	\$1,055	\$1,188
2/1/2022 - 3/1/2022 W1	828	2,600	-	\$23	\$93	\$902	\$1,018
3/1/2022 - 4/1/2022 W2	1,008	2,253	846	\$25	\$111	\$1,051	\$1,187
4/1/2022 - 5/1/2022 W2	1,099	2,342	810	\$25	\$115	\$1,092	\$1,232
5/1/2022 - 6/1/2022 W2	1,483	2,855	1,049	\$25	\$146	\$1,387	\$1,558
6/1/2022 - 7/1/2022 S	1,622	4,033	-	\$25	\$153	\$2,031	\$2,208
7/1/2022 - 8/1/2022 S	1,638	3,841	-	\$25	\$148	\$1,985	\$2,158
8/1/2022 - 9/1/2022 S	1,694	4,149	-	\$25	\$158	\$2,103	\$2,286
9/1/2022 - 10/1/2022 S	1,538	3,996	-	\$25	\$150	\$1,975	\$2,149
10/1/2022 - 11/1/2022 W1	1,196	3,207	-	\$25	\$119	\$1,164	\$1,309
11/1/2022 - 12/1/2022 W1	844	2,764	-	\$25	\$98	\$948	\$1,070
12/1/2022 - 1/1/2023 W1	940	2,930	-	\$25	\$105	\$1,018	\$1,148
Total	14,869	37,998	2,705	\$300	\$1,503	\$16,710	\$18,512



Rate Schedule: PG&E - B-6

Time Periods Bill Ranges & Seasons	Energy Use (kWh)			Charges			
	On Peak	Off Peak	Super Off Peak	Other	NBC	Energy	Total
1/1/2022 - 2/1/2022 W1	857	1,051	-	\$25	\$76	\$519	\$621
2/1/2022 - 3/1/2022 W1	648	238	-	\$23	\$61	\$252	\$336
3/1/2022 - 4/1/2022 W2	356	1,087	-1,462	\$25	\$67	\$63	\$156
4/1/2022 - 5/1/2022 W2	-96	889	-1,746	\$25	\$63	\$182	\$94
5/1/2022 - 6/1/2022 W2	-54	1,093	-1,967	\$25	\$71	\$166	\$69
6/1/2022 - 7/1/2022 S	-80	-1,006	-	\$25	\$69	\$330	\$237
7/1/2022 - 8/1/2022 S	-205	-1,266	-	\$25	\$66	\$472	\$381
8/1/2022 - 9/1/2022 S	119	-502	-	\$25	\$76	\$78	\$23
9/1/2022 - 10/1/2022 S	464	-7	-	\$25	\$78	\$250	\$352
10/1/2022 - 11/1/2022 W1	585	1	-	\$25	\$71	\$173	\$270
11/1/2022 - 12/1/2022 W1	723	389	-	\$25	\$65	\$312	\$402
12/1/2022 - 1/1/2023 W1	861	961	-	\$25	\$75	\$498	\$599
Total	4,178	2,928	-5,175	\$300	\$838	\$840	\$1,978

Annual Electricity Savings: \$16,534



4.1 Cash Purchase

Assumptions and Key Financial Metrics

Payback Period	5.2 Years	ROI	484.8%	Total Payments	\$128,984
Total Incentives	\$38,695	Net Payments	\$90,289	PV Degradation Rate	0.50%
Energy Cost Escalation Rate	3.0%				

Years	Upfront	1	2	3	4	5	6	7	8	9	10	11	12
Cash													
Project Costs	-\$128,984	-	-	-	-	-	-	-	-	-	-	-	-
O&M / Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	-	\$16,534	\$16,945	\$17,366	\$17,796	\$18,237	\$18,689	\$19,150	\$19,623	\$20,107	\$20,603	\$21,110	\$21,628
Cash Total	-\$128,984	\$16,534	\$16,945	\$17,366	\$17,796	\$18,237	\$18,689	\$19,150	\$19,623	\$20,107	\$20,603	\$21,110	\$21,628
Total Cash Flow	-\$128,984	\$55,229	\$16,945	\$17,366	\$17,796	\$18,237	\$18,689	\$19,150	\$19,623	\$20,107	\$20,603	\$21,110	\$21,628
Cumulative Cash Flow	-\$128,984	-\$73,755	-\$56,809	-\$39,444	-\$21,647	-\$3,410	\$15,278	\$34,429	\$54,052	\$74,159	\$94,762	\$115,872	\$137,500



4.1 Cash Purchase

Assumptions and Key Financial Metrics

Payback Period	5.2 Years	ROI	484.8%	Total Payments	\$128,984
Total Incentives	\$38,695	Net Payments	\$90,289	PV Degradation Rate	0.50%
Energy Cost Escalation Rate	3.0%				

Years	13	14	15	16	17	18	19	20	21	22	23	24	25
Cash													
Project Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M / Equipment Replacement	-	-	-	-\$5,437	-	-	-	-	-	-	-	-	-
Electric Bill Savings	\$22,159	\$22,703	\$23,259	\$23,828	\$24,410	\$25,006	\$25,615	\$26,239	\$26,876	\$27,529	\$28,196	\$28,879	\$29,577
Cash Total	\$22,159	\$22,703	\$23,259	\$18,391	\$24,410	\$25,006	\$25,615	\$26,239	\$26,876	\$27,529	\$28,196	\$28,879	\$29,577
Total Cash Flow	\$22,159	\$22,703	\$23,259	\$18,391	\$24,410	\$25,006	\$25,615	\$26,239	\$26,876	\$27,529	\$28,196	\$28,879	\$29,577
Cumulative Cash Flow	\$159,659	\$182,362	\$205,621	\$224,012	\$248,422	\$273,428	\$299,043	\$325,281	\$352,158	\$379,687	\$407,883	\$436,762	\$466,339



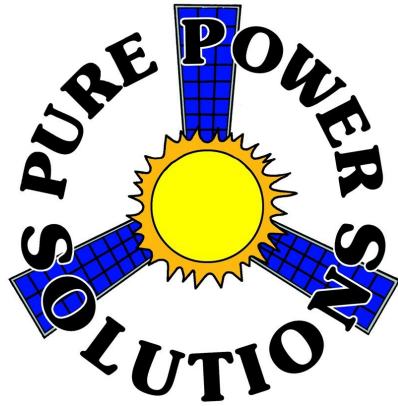
4.1 Cash Purchase

Assumptions and Key Financial Metrics

Payback Period	5.2 Years	ROI	484.8%	Total Payments	\$128,984
Total Incentives	\$38,695	Net Payments	\$90,289	PV Degradation Rate	0.50%
Energy Cost Escalation Rate	3.0%				

Years	26	27	28	29	30	Totals
Cash						
Project Costs	-	-	-	-	-	-\$128,984
O&M / Equipment Replacement	-	-	-	-	-	-\$5,437
Electric Bill Savings	\$30,292	\$31,022	\$31,769	\$32,533	\$33,314	\$720,995
Cash Total	\$30,292	\$31,022	\$31,769	\$32,533	\$33,314	\$586,574
Total Cash Flow	\$30,292	\$31,022	\$31,769	\$32,533	\$33,314	\$625,269
Cumulative Cash Flow	\$496,631	\$527,653	\$559,422	\$591,955	\$625,269	-





Sonoma Valley Fire
Solar PV Proposal -
Glen Ellen Station

Prepared For:

Mason Lewis
13445 Arnold Dr
Glen Ellen, CA 95442

Prepared By:

Jonathan Mooney
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jmooney@purepowersolutions.com

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4.1 Cash Purchase	8



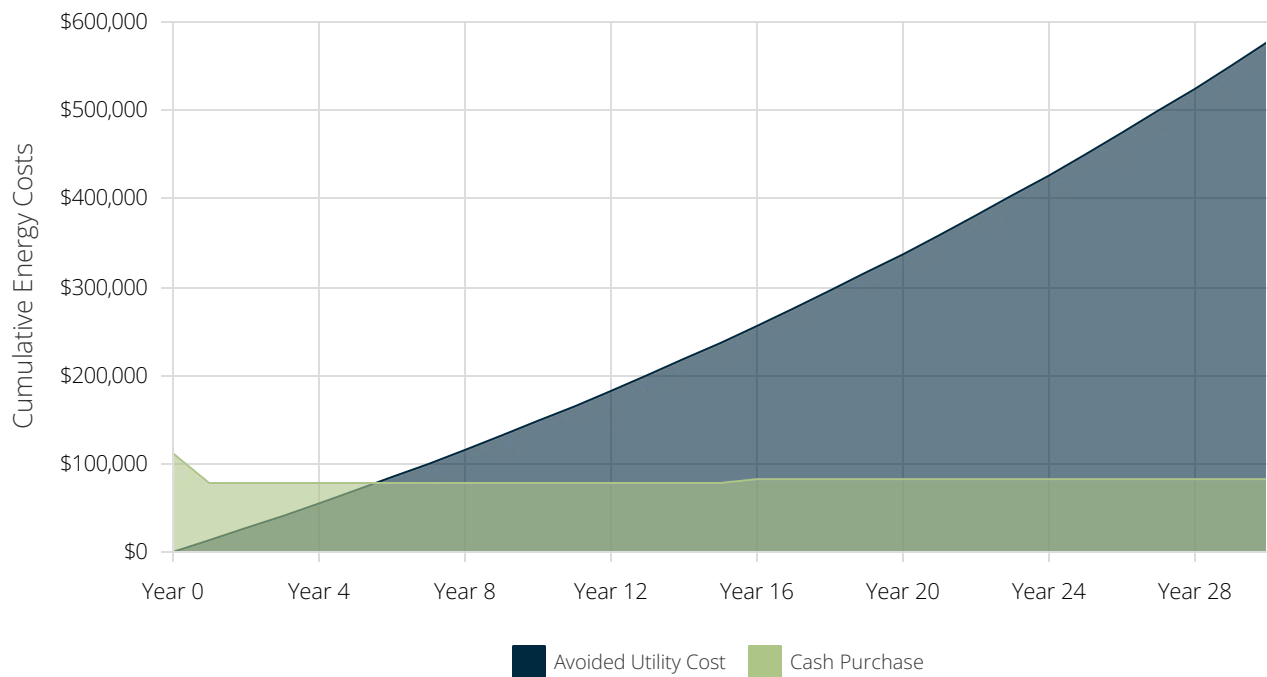
1 Project Summary

Payment Options	Cash Purchase
IRR - Term	18.1%
Payback Period	5.6 Years
ROI	443.2%
Total Payments	\$111,591
Total Incentives	\$33,477
Net Payments	\$78,114
Electric Bill Savings - Term	\$576,957

Combined Solar PV Rating

Power Rating: 27,470 W-DC

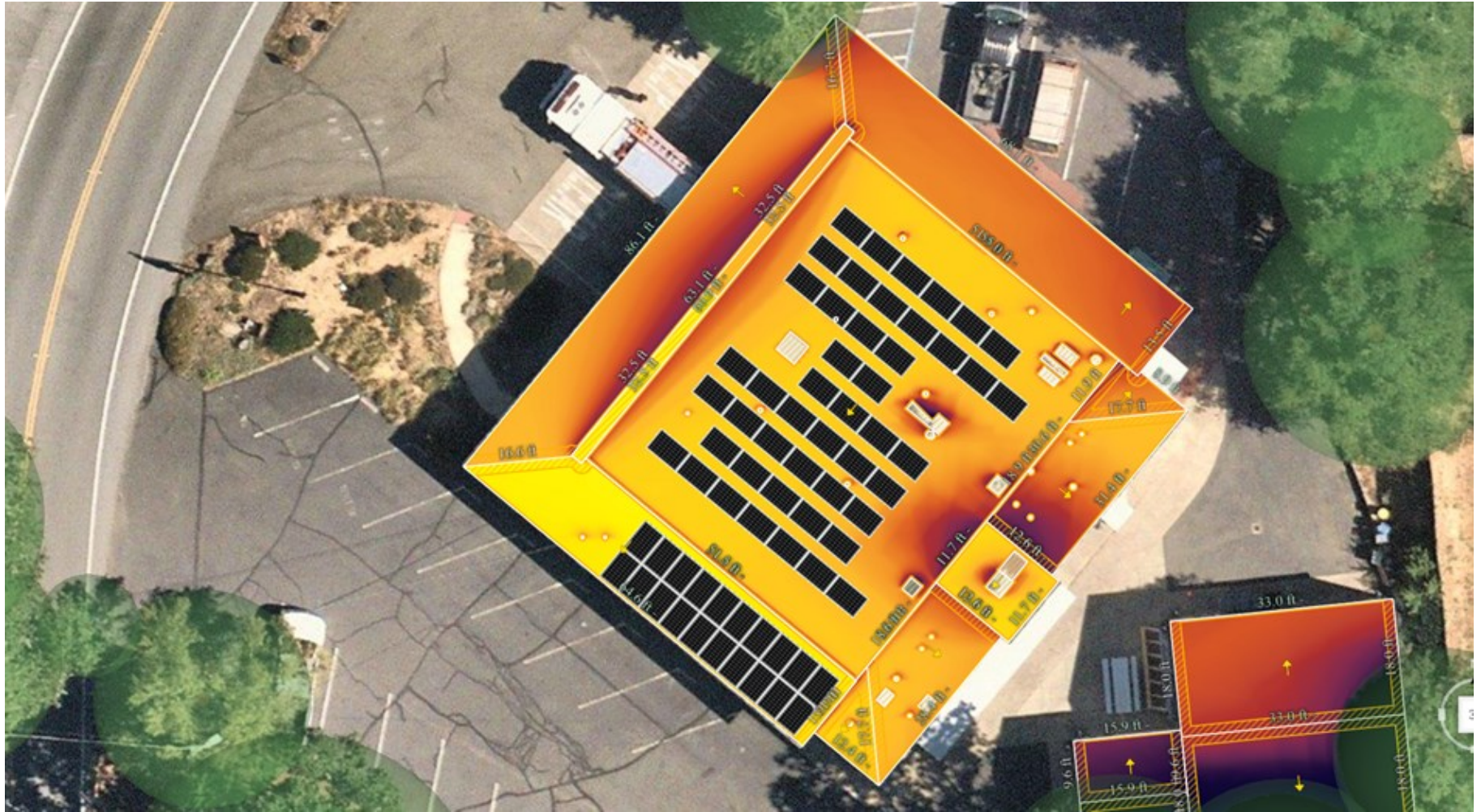
Cumulative Energy Costs By Payment Option



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2 Proposed System Design



Prepared By: Jonathan Mooney
P: 707.843.1063 , E: jmooney@purepowersolutions.com

3.1.1 PV System Details

General Information

Facility: Meter #2
 Address: 13362 Arnold Dr Glen Ellen CA 95442

Solar PV Equipment Description

Solar Panels: (67) Jinko Solar JKM410M-72HL-V
 Inverters: (2) SolarEdge Technologies SE11400H

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
 Inverters: 15 Years

Solar PV System Cost and Incentives

Solar PV System Cost \$111,591
 Federal Tax Credit **-\$33,477**

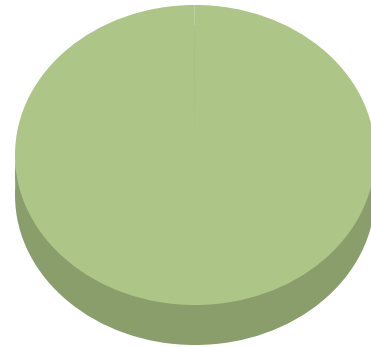
Net Solar PV System Cost \$78,114

Solar PV System Rating

Power Rating: 27,470 W-DC

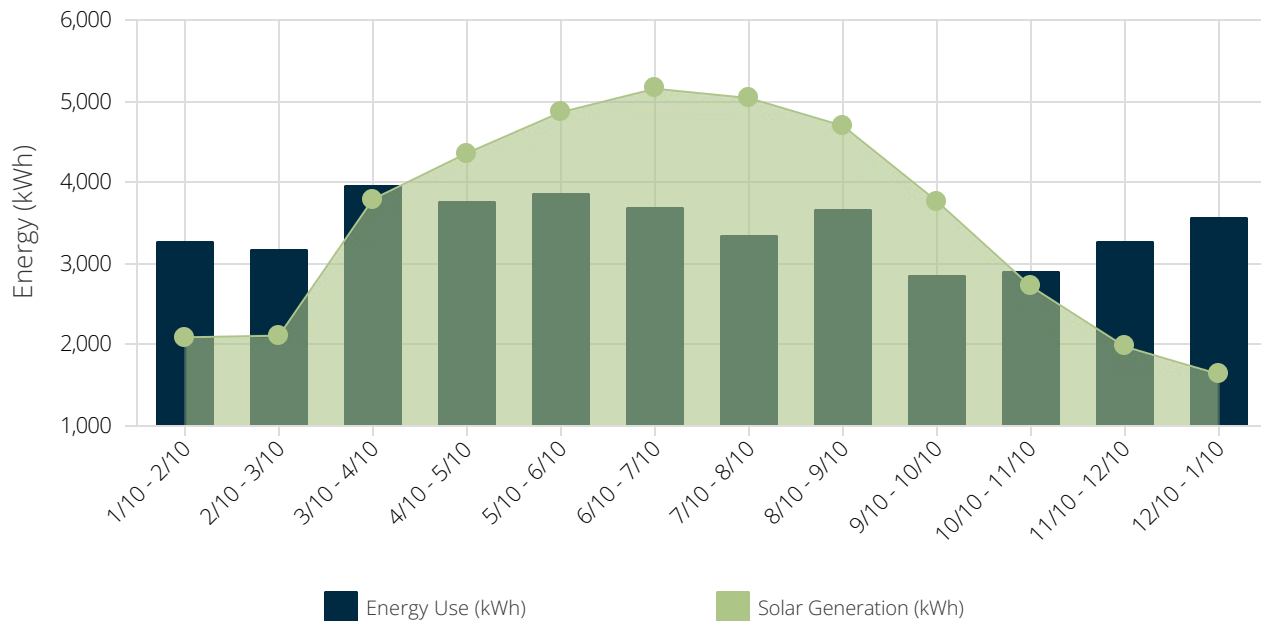
Energy Consumption Mix

Annual Energy Use: 41,211 kWh



Utility -992 kWh (0.00%)
 Solar PV 42,203 kWh (100.00%)

Monthly Energy Use vs Solar Generation



Prepared By: Jonathan Mooney

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3.1.2 Utility Rates

The table below shows the rates associate with your current utility rate schedule (B-1). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	B-1	Season	Charge Type	Rate Type	B-1
W1	Flat Rate	per day	\$0.82	W1	On Peak	Import	\$0.3384
W2	Flat Rate	per day	\$0.82	W1	Off Peak	Import	\$0.32229
S	Flat Rate	per day	\$0.82	W2	On Peak	Import	\$0.3384
				W2	Off Peak	Import	\$0.32229
				W2	Super Off Peak	Import	\$0.30587
				S	On Peak	Import	\$0.41383
				S	Part Peak	Import	\$0.3646
				S	Off Peak	Import	\$0.3438

3.1.3 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: PG&E - B-1

Time Periods	Energy Use (kWh)				Charges			
	On Peak	Part Peak	Off Peak	Super Off Peak	Other	NBC	Energy	Total
1/10/2023 - 2/10/2023 W1	737	-	2,518	-	\$25	\$101	\$960	\$1,086
2/10/2023 - 3/10/2023 W1 / W2	713	-	2,217	227	\$23	\$98	\$928	\$1,048
3/10/2023 - 4/10/2023 W2	878	-	2,289	799	\$25	\$123	\$1,157	\$1,305
4/10/2023 - 5/10/2023 W2	829	-	2,169	755	\$25	\$116	\$1,094	\$1,235
5/10/2022 - 6/10/2022 W2 / S	944	202	2,136	565	\$25	\$119	\$1,170	\$1,315
6/10/2022 - 7/10/2022 S	923	678	2,080	-	\$25	\$114	\$1,230	\$1,369
7/10/2022 - 8/10/2022 S	895	648	1,785	-	\$25	\$103	\$1,117	\$1,246
8/10/2022 - 9/10/2022 S	967	653	2,034	-	\$25	\$113	\$1,224	\$1,363
9/10/2022 - 10/10/2022 S / W1	711	339	1,790	-	\$25	\$88	\$916	\$1,028
10/10/2022 - 11/10/2022 W1	695	-	2,210	-	\$25	\$90	\$858	\$973
11/10/2022 - 12/10/2022 W1	742	-	2,517	-	\$25	\$101	\$961	\$1,087
12/10/2022 - 1/10/2023 W1	815	-	2,747	-	\$25	\$110	\$1,051	\$1,187
Total	9,849	2,520	26,492	2,346	\$300	\$1,275	\$12,667	\$14,242



Rate Schedule: PG&E - B-1

Time Periods Bill Ranges & Seasons	Energy Use (kWh)				Charges			
	On Peak	Part Peak	Off Peak	Super Off Peak	Other	NBC	Energy	Total
1/10/2023 - 2/10/2023 W1	630	-	533	-	\$25	\$69	\$349	\$444
2/10/2023 - 3/10/2023 W1 / W2	560	-	785	-298	\$23	\$65	\$319	\$407
3/10/2023 - 4/10/2023 W2	171	-	1,235	-1,232	\$25	\$74	\$73	\$173
4/10/2023 - 5/10/2023 W2	-84	-	905	-1,428	\$25	\$63	\$155	\$67
5/10/2022 - 6/10/2022 W2 / S	-86	-142	376	-1,164	\$25	\$58	\$292	\$208
6/10/2022 - 7/10/2022 S	-245	-488	-739	-	\$25	\$53	\$488	\$411
7/10/2022 - 8/10/2022 S	-286	-547	-878	-	\$25	\$47	\$566	\$494
8/10/2022 - 9/10/2022 S	11	-492	-560	-	\$25	\$55	\$336	\$255
9/10/2022 - 10/10/2022 S / W1	92	-330	-689	-	\$25	\$48	\$288	\$215
10/10/2022 - 11/10/2022 W1	368	-	-180	-	\$25	\$56	\$60	\$142
11/10/2022 - 12/10/2022 W1	690	-	593	-	\$25	\$70	\$385	\$480
12/10/2022 - 1/10/2023 W1	760	-	1,165	-	\$25	\$81	\$573	\$680
Total	2,581	-1,999	2,546	-4,122	\$300	\$741	\$30	\$1,011

Annual Electricity Savings: \$13,231



4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	18.1%	Payback Period	5.6 Years	ROI	443.2%
Total Payments	\$111,591	Total Incentives	\$33,477	Net Payments	\$78,114
PV Degradation Rate	0.50%	Energy Cost Escalation Rate	3.0%		

Years	Upfront	1	2	3	4	5	6	7	8	9	10	11	12
Cash													
Project Costs	-\$111,591	-	-	-	-	-	-	-	-	-	-	-	-
O&M / Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	-	\$13,231	\$13,560	\$13,896	\$14,241	\$14,594	\$14,955	\$15,325	\$15,703	\$16,090	\$16,487	\$16,892	\$17,308
Cash Total	-\$111,591	\$13,231	\$13,560	\$13,896	\$14,241	\$14,594	\$14,955	\$15,325	\$15,703	\$16,090	\$16,487	\$16,892	\$17,308
Total Cash Flow	-\$111,591	\$46,708	\$13,560	\$13,896	\$14,241	\$14,594	\$14,955	\$15,325	\$15,703	\$16,090	\$16,487	\$16,892	\$17,308
Cumulative Cash Flow	-\$111,591	-\$64,883	-\$51,323	-\$37,426	-\$23,185	-\$8,591	\$6,364	\$21,688	\$37,391	\$53,482	\$69,968	\$86,861	\$104,168



4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	18.1%	Payback Period	5.6 Years	ROI	443.2%
Total Payments	\$111,591	Total Incentives	\$33,477	Net Payments	\$78,114
PV Degradation Rate	0.50%	Energy Cost Escalation Rate	3.0%		

Years	13	14	15	16	17	18	19	20	21	22	23	24	25
Cash													
Project Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M / Equipment Replacement	-	-	-	-\$4,254	-	-	-	-	-	-	-	-	-
Electric Bill Savings	\$17,732	\$18,167	\$18,612	\$19,068	\$19,533	\$20,010	\$20,498	\$20,997	\$21,507	\$22,029	\$22,563	\$23,110	\$23,669
Cash Total	\$17,732	\$18,167	\$18,612	\$14,814	\$19,533	\$20,010	\$20,498	\$20,997	\$21,507	\$22,029	\$22,563	\$23,110	\$23,669
Total Cash Flow	\$17,732	\$18,167	\$18,612	\$14,814	\$19,533	\$20,010	\$20,498	\$20,997	\$21,507	\$22,029	\$22,563	\$23,110	\$23,669
Cumulative Cash Flow	\$121,901	\$140,068	\$158,680	\$173,494	\$193,028	\$213,038	\$233,535	\$254,532	\$276,039	\$298,069	\$320,632	\$343,742	\$367,410



4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	18.1%	Payback Period	5.6 Years	ROI	443.2%
Total Payments	\$111,591	Total Incentives	\$33,477	Net Payments	\$78,114
PV Degradation Rate	0.50%	Energy Cost Escalation Rate	3.0%		

Years	26	27	28	29	30	Totals
Cash						
Project Costs	-	-	-	-	-	-\$111,591
O&M / Equipment Replacement	-	-	-	-	-	-\$4,254
Electric Bill Savings	\$24,240	\$24,825	\$25,422	\$26,034	\$26,659	\$576,957
Cash Total	\$24,240	\$24,825	\$25,422	\$26,034	\$26,659	\$461,112
Total Cash Flow	\$24,240	\$24,825	\$25,422	\$26,034	\$26,659	\$494,590
Cumulative Cash Flow	\$391,650	\$416,475	\$441,897	\$467,931	\$494,590	-



Eagle 72HM G2

390-410 Watt

MONO PERC HALF CELL MODULE

Positive power tolerance of 0~+3%



KEY FEATURES



Diamond Cell Technology

Uniquely designed high performance 5 busbar mono PERC half cell



High Voltage

UL and IEC 1500V certified; lowers BOS costs and yields better LCOE



Higher Module Power

Decrease in current loss yields higher module efficiency



Shade Tolerance

More shade tolerance due to twin arrays



PID FREE

Reinforced cell prevents potential induced degradation



Strength and Durability

Certified for high snow (5400Pa) and wind (2400 Pa) loads

- ISO9001:2008 Quality Standards
- ISO14001:2004 Environmental Standards
- OHSAS18001 Occupational Health & Safety Standards
- IEC61215, IEC61730 certified products
- UL1703 certified products

Nomenclature:

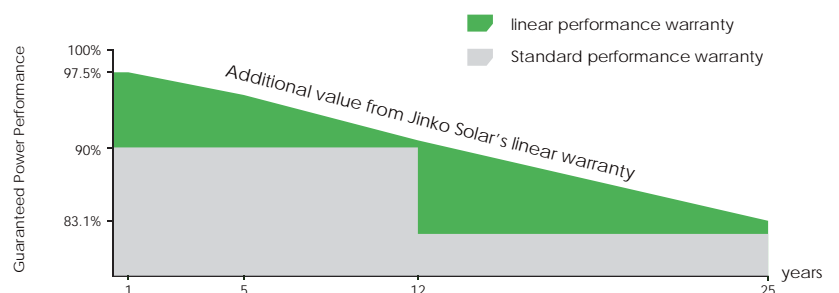
JKM410M-72HL-V

Code	Cell	Code	Cell	Code	Certification
null	Full	null	Normal	null	1000V
H	Half	L	Diamond	V	1500V

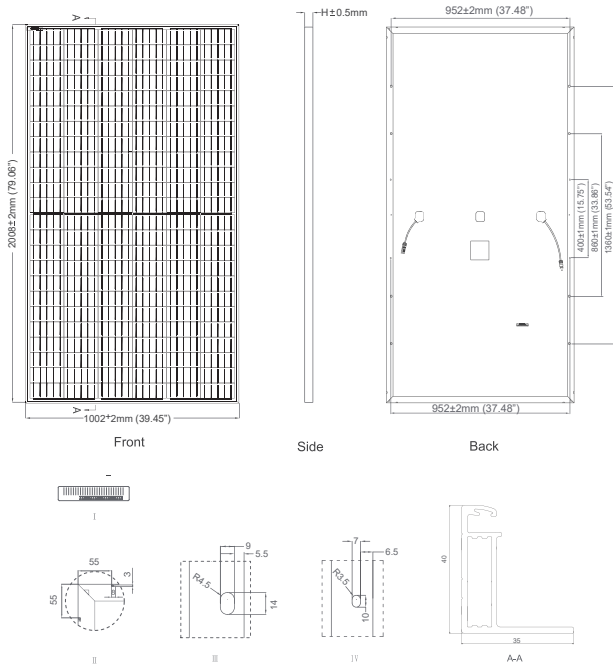


LINEAR PERFORMANCE WARRANTY

12 Year Product Warranty • 25 Year Linear Power Warranty



Engineering Drawings

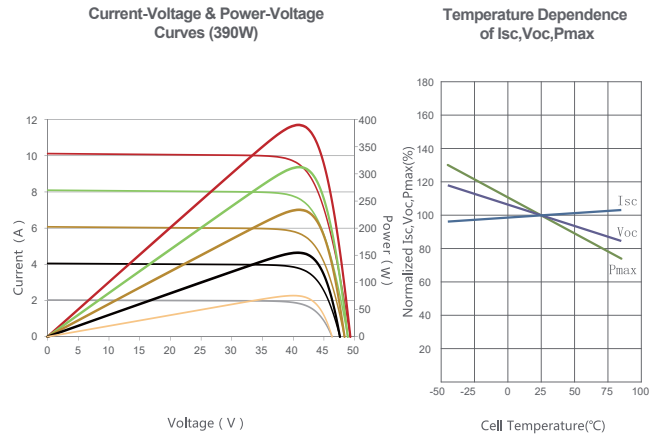


Packaging Configuration

(Two pallets = One stack)

27pcs/pallet, 54pcs/stack, 594pcs/40'HQ Container

Electrical Performance & Temperature Dependence



Mechanical Characteristics

Cell Type	Mono PERC Diamond Cell (158.75 x 158.75 mm)
No. of Half-cells	144 (6×24)
Dimensions	2008×1002×40mm (79.06×39.45×1.57 inch)
Weight	22.5 kg (49.6 lbs)
Front Glass	3,2mm, Anti-Reflection Coating, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP67 Rated
Output Cables	12AWG, (+) 1400mm(55.12 in), (-) 1400mm(55.12 in) or Customized Length
Fire Type	Type 1

SPECIFICATIONS

Module Type	JKM390M-72HL-V		JKM395M-72HL-V		JKM400M-72HL-V		JKM405M-72HL-V		JKM410M-72HL-V	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	390Wp	294Wp	395Wp	298Wp	400Wp	302Wp	405Wp	306Wp	410Wp	310Wp
Maximum Power Voltage (Vmp)	41.1V	39.1V	41.4V	39.3V	41.7V	39.6V	42.0V	39.8V	42.3V	40.0V
Maximum Power Current (Imp)	9.49A	7.54A	9.55A	7.60A	9.60A	7.66A	9.65A	7.72A	9.69A	7.76A
Open-circuit Voltage (Voc)	49.3V	48.0V	49.5V	48.2V	49.8V	48.5V	50.1V	48.7V	50.4V	48.9V
Short-circuit Current (Isc)	10.12A	8.02A	10.23A	8.09A	10.36A	8.16A	10.48A	8.22A	10.60A	8.26A
Module Efficiency STC (%)	19.38%		19.63%		19.88%		20.13%		20.38%	
Operating Temperature (°C)	-40°C~+85°C									
Maximum System Voltage	1500VDC(UL)/1500VDC(IEC)									
Maximum Series Fuse Rating	20A									
Power Tolerance	0~+3%									
Temperature Coefficients of Pmax	-0.36%/°C									
Temperature Coefficients of Voc	-0.28%/°C									
Temperature Coefficients of Isc	0.048%/°C									
Nominal Operating Cell Temperature (NOCT)	45±2°C									

STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ± 3%

CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT.

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JKM390-410M-72HL-V-A2-US

Three Phase Inverters for the 120/208V Grid For North America

SE10KUS / SE17.3KUS



The best choice for SolarEdge enabled systems

- / Specifically designed to work with power optimizers
- / Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- / Fixed voltage inverter for superior efficiency and longer strings
- / Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- / Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- / Integrated arc fault protection and rapid shutdown for NEC 2014, 2017, and 2020, per article 690.11 and 690.12
- / Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- / Integrated Safety Switch
- / UL1741 SA and SB certified, for CPUC Rule 21 grid compliance

/ Three Phase Inverters for the 120/208V Grid⁽¹⁾

For North America

SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXK-USX2IXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-N)	105 – 120 – 132.5		
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-L)	183 – 208 – 229		
AC Frequency Minimum-Nominal-Maximum ⁽²⁾	59.3 – 60 – 60.5		
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		
Operating Voltage Range	370 – 600		
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity ⁽³⁾		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified		
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in		
AC, DC Surge Protection	Type II, field replaceable, Built-in		
DC Fuses (Single Pole)	25A, Built-in		
Smart Energy Management	Export Limitation		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL1741, UL1741 SA, UL1741 SB, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547-2018, Rule 21, Rule 14 (HI)		
Emissions	FCC part15 class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		
Weight with Safety Switch	78.2 / 35.5		
Cooling	Fans (user replaceable)		
Noise	< 62		
Operating Temperature Range	-40 to +140 / -40 to +60(4)		
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the [Three Phase Inverters for the 277/480V Grid for North America datasheet](#).

(2) For other regional settings please contact SolarEdge support.

(3) Where permitted by local regulations.

(4) For power de-rating information refer to the [Temperature De-rating - Technical Note \(North America\)](#).

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US /
SE7600H-US / SE10000H-US / SE11400H-US



Optimized installation with HD-Wave technology

- / Specifically designed to work with power optimizers
- / Record-breaking efficiency
- / Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- / Fixed voltage inverter for longer strings
- / Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- / UL1741 SA certified, for CPUC Rule 21 grid compliance
- / Extremely small
- / Built-in module-level monitoring
- / Outdoor and indoor installation
- / Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXXXH-XXXXXBXX4							
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5 ⁽¹⁾							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
Power Factor	1, adjustable -0.85 to 0.85							
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380				400			Vdc
Maximum Input Current @240V ⁽²⁾	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V ⁽²⁾	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600k Ω Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W

⁽¹⁾ For other regional settings please contact SolarEdge support

⁽²⁾ A higher current source may be used; the inverter will limit its input current to the values stated

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

SE3000H-US SE3800H-US SE5000H-US SE6000H-US SE7600H-US SE10000H-US SE11400H-US

ADDITIONAL FEATURES

Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)
Revenue Grade Data, ANSI C12.20	Optional ⁽³⁾
Inverter Commissioning	with the SetApp mobile application using built-in Wi-Fi station for local connection
Rapid Shutdown - NEC 2014 and 2017 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect

STANDARD COMPLIANCE

Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)
Emissions	FCC Part 15 Class B

INSTALLATION SPECIFICATIONS

AC Output Conduit Size / AWG Range	3/4" minimum / 14-6 AWG			3/4" minimum /14-4 AWG	
DC Input Conduit Size / # of Strings / AWG Range	3/4" minimum / 1-2 strings / 14-6 AWG			3/4" minimum / 1-3 strings / 14-6 AWG	
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174			21.3 x 14.6 x 7.3 / 540 x 370 x 185	in / mm
Weight with Safety Switch	22 / 10	25.1 / 11.4	26.2 / 11.9	38.8 / 17.6	lb / kg
Noise	< 25			<50	dBA
Cooling	Natural Convection				
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽⁴⁾				
Protection Rating	NEMA 4X (Inverter with Safety Switch)				

⁽³⁾ Revenue grade inverter P/N: SExxxxH-US000BNC4

⁽⁴⁾ Full power up to at least 50°C / 122°F; for power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 21, 2023

Agenda Item No.	Staff Contact		
11	Board Clerk, Maci Bettencourt		
Agenda Item Title			
FASIS Board Member Nominations			
Recommended Actions			
Review materials and make nominations if desired.			
Executive Summary			
FASIS is calling for nominations to fill three (3) expiring positions on their Board of Directors. Deadline to submit nominations is, Friday, March 24, 2023. Board term for these three (3) positions will begin July 1, 2023 and run through June 30, 2026. Additional information for qualifications of nominees and duties of the Board Members are outline in the attachments.			
Alternative Actions			
Do not submit nominations			
Strategic Plan Alignment			
Fiscal Summary – FY 22/23			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
<ol style="list-style-type: none"> 1. FASIS Call for Nomination Notice 2. 2023 FASIS Nomination Form 			



FIRE AGENCIES SELF INSURANCE SYSTEM

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

800-541-4591 Fax 916-244-1199

March 16, 2023

Call for Nominations & Notice of Election For Three Expiring Positions - Board of Directors

*** * * Nomination Form Attached * * ***

This call is to all FASIS members for nominations and an election to fill three expiring positions on the Board of Directors. The deadline for submittal of nominations is March 24, 2023.

In accordance with the Joint Powers Agreement and Bylaws, the composition of the Board of Directors is an eleven-member Board to represent all the Member Districts. The Board is comprised of one representative from each of eleven different Member Districts. Each Director has one vote.

The term for each of the three positions is July 1, 2023, through June 30, 2026.



Qualifications of Nominees:

- The nominee shall be a member of the District's governing body, its Administrative Officer, Fire Chief, or staff person responsible for risk management; and
- Must attend and participate in Board of Directors meetings each fiscal year (July 1 – June 30. There may be other special meetings; as well as ad hoc committees formed from time-to-time to deal with special issues.

Duties of the Board Member:

- Serve at the pleasure of the membership;
- Fulfill a pre-determined term, (staggered, based upon a pre-determined schedule) on the Board of Directors;
- Provide direction and delegate authority to the Executive Director and any standing committee, as needed; and
- Perform duties that include, but are not limited to:
 - Review and set policies, and provide direction for the JPA;
 - Annually review and adopt the Budget, Investment Policy, and Memorandum of Coverage;
 - Review and approve vendor contracts;
 - Review and accept claim and financial audits;
 - Review the financial position of the JPA and set rates; and
 - Amend the governing documents as necessary.

**Call for Nominations & Notice of Election
Expiring Positions on the Board of Directors
March 16, 2023
Page 2 of 2**



The following individuals currently serve in the expiring positions and are encouraged to submit a nomination formalizing their interest:

- Carol Pigoni, Cloverdale Fire Protection District
- Tom Perazzo, Southern Marin Fire District
- Sean Grinnell, Sonoma County Fire District

Nomination & Election Process/Timeline:

The Nominating Committee has established the following process and timetable for nominating and conducting an election to fill the three expiring positions:

- March 16, 2023** – Call for Nomination & Election Notice will be sent inviting nominations from Member Districts:
 - o **An individual may volunteer to serve, thus nominating themselves to serve;**
 - o Each Member District may submit no more than one nomination; and
 - o As part of the Member District's nomination form (attached), a brief summary of the qualifications of the nominated individual should be included.
- March 24, 2023** – Deadline for receipt of nominations at the FASIS office, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833. Nominations may be sent via e-mail to stacey.brock@sedgwick.com, fax (916) 244-1199, or USPS to FASIS, Attn: Stacey Brock, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833.
- March 29, 2023** – Review of nominees by the Nomination Committee and confirmation of nominee's interest to serve on the Board of Directors.
- April 3, 2023** – The Executive Director, acting under the direction of the Nomination Committee, will distribute ballots listing all nominees to return completed and signed ballots to the FASIS office. Each Member District is entitled to submit no more than one vote.
- May 5, 2023** – Deadline for receipt of signed ballots at the FASIS office. Signed ballots may be sent via e-mail, fax, or USPS and should be addressed to the attention of Stacey Brock, FASIS.
- By June 12, 2023** – Results of the election are sent to candidates and Member Districts. In the event of a tie, a vote of the current Board Members not involved in the tie shall determine the outcome, based on a majority of those voting.



Should you have questions regarding this notice or the election process, please contact Stacey Brock at stacey.brock@sedgwick.com.



FIRE AGENCIES SELF INSURANCE SYSTEM

1750 Creekside Oaks Drive, Suite 200
 Sacramento, CA 95833
 800-541-4591 Fax 916-244-1199

BOARD OF DIRECTORS 2023 NOMINATION FORM

The Fire Agencies Self Insurance System (FASIS) is seeking nominations of qualified candidates to serve on the Board of Directors and to fill three expiring positions. The new term for these positions on the Board shall be July 1, 2023, through June 30, 2026.

Qualifications of the nominated Board of Directors representative includes the nominated representative shall be a member of the District’s governing body, its Administrative Officer, Fire Chief, or staff person responsible for risk management.

Nominees may nominate themselves or another person but should have the nominee’s permission first. For self-nominations or other nominations, please complete the following form and email it to stacey.brock@sedgwick.com or mail the completed form to: FASIS Attn: Stacey Brock, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833; no later than **March 24, 2023**.

* * * *

1. Nominee Information

I would like to nominate the following individual for the position of Board Member:

Nominated Individual:	
District Name:	
Title/Position:	
Address of District:	
City/State/Zip:	
Telephone:	
Email:	
Nominee’s Consent Obtained? (YES/NO)	

2. **Please provide detail as to why this individual should be considered a candidate for a position on the Board of Directors:**

--

3. **Nominator's Information**

Name of Nominator:	
Title/Position:	
Address of District:	
City/State/Zip:	
Telephone:	
Email:	

Please email this completed form to stacey.brock@sedgwick.com, or mail to:

FASIS
Attn: Stacey Brock
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
by **March 24, 2023**.