



AGENDA
SPECIAL CITY COUNCIL MEETING
TUESDAY NOVEMBER 22, 2011
7:00 PM REGULAR SESSION
City Council Chambers, City Hall, 201 W. Sierra Avenue

The Cotati City Council welcomes you to its meetings that are generally scheduled for the 2nd and 4th Wednesday of every month. Your interest and participation are encouraged and appreciated.

City Council meeting agendas, minutes and audio recordings (podcast) are posted on the City's website at www.ci.cotati.ca.us. For questions about the agenda or to receive the City Council Agenda by e-mail, contact the Deputy City Clerk at ttaylor@ci.cotati.ca.us or 707-665-3622.

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda.

Any writings or documents provided to a majority of the Cotati City Council regarding any item on this agenda will be made available for public inspection in the City Manager's office located at 201 West Sierra Avenue, Cotati, California, during normal business hours.

Disabled Accommodation: Upon request, this agenda will be made available in appropriate formats to persons with disabilities as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the Deputy City Clerk at (707) 665-3622 at least 48 hours in advance of the meeting.

Waiver Warning: If you challenge decisions/direction of the City Council of the City of Cotati in court, you may be limited to raising only those issues you or someone else raised at public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Cotati at, or prior to, the public hearing(s).

Those wishing to address the Council are asked to complete a speaker card and give it to the Deputy City Clerk. Please limit comments to three minutes or as the Mayor directs. When you are called, step to the podium and state your name and address for the record. Persons wishing to address the Council are not required to identify themselves (Gov't. Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and it assists the Deputy City Clerk in preparing the City Council meeting minutes.

7:00 PM SPECIAL CITY COUNCIL MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

- 1. APPROVAL OF MINUTES OF NOVEMBER 9, 2011 REGULAR MEETING AND NOTICE OF WAIVING OF READING OF ALL RESOLUTIONS AND ORDINANCES INTRODUCED AND/OR ADOPTED UNDER THIS AGENDA (City Manager) (Action)**

ANNOUNCEMENTS

The Cotati Historical Society Museum is open regularly on Saturdays from 1:00 – 4:00 p.m. and the 2nd Wednesday of each month from 5:30-8:30 p.m. For more information call 707-794-0304.

The Rohnert Park-Cotati Library News offers a variety of programs for all ages. All events are free and open to the public. For more information, call the library at 584-9121 or visit sonomalibrary.org.

Four Nights of Festive Fun begins with the annual Cotati Holiday Tree Lighting on Wednesday, December 7, 2011 at 6:00 p.m. at La Plaza Park and the Cotati Fire Station.

Cotati citizens can recycle spent fluorescent lamps under a new Voluntary Fluorescent Lamp Take-Back Program. Spent fluorescent lamps are now accepted in Cotati by True Value Hardware and Lowe's. For more information see RecycleNow.org or call the Eco-Desk at 575-3375.

HONORARY MAYOR

Samuel Randall of Phoenix High School

SONOMA STATE UNIVERSITY REPRESENTATIVE REPORT

Collin Yballa, Sonoma State University Associated Students Vice President of Finance

CITY MANAGER'S REPORT

APPROVAL OF FINAL AGENDA

CITIZEN BUSINESS

Any member of the public wishing to speak to the Council on any item or items listed on the Consent Calendar or any item or items not listed on the agenda that are within the subject matter jurisdiction of the Council may do so at this time. Pursuant to the Brown Act, the Council is not allowed to consider issues or take action on any item not listed on the agenda during this period. Comments of any member of the public are normally restricted to a total of three (3) minutes in length per person for matters not on the agenda and a total of three (3) minutes per person in length for items on the Consent Calendar.

DIRECTION ON FUTURE AGENDA ITEMS

CONSENT CALENDAR

- AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BARTLE WELLS ASSOCIATES TO COMPLETE THE WATER AND WASTEWATER RATE STUDIES AND FINANCING PLAN AND APPROVAL OF SUPPLEMENTAL APPROPRIATIONS FROM THE WATER AND SEWER OPERATING FUNDS FOR A TOTAL AMOUNT NOT TO EXCEED \$20,000 (Administrative Services) (Action)**

It is recommended that the City Council adopt a motion to authorize the City Manager to enter into a consultant services agreement with Bartle Wells Associates for the completion of the Water and Wastewater Rate Studies and Financing Plan and approval of supplemental appropriations from the water and sewer operating funds for a total amount not to exceed \$20,000.

3. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI IMPLEMENTING GASB 54 TO CATEGORIZE FUND BALANCES AND DELEGATING AUTHORITY TO THE DIRECTOR OF ADMINISTRATIVE SERVICES FOR DESIGNATING ASSIGNED FUND BALANCES (Administrative Services) (Action)

It is recommended that the City Council adopt a resolution of the City Council of the City of Cotati implementing GASB 54 to categorize fund balances and delegating authority to the Director of Administrative Services for designating assigned fund balance,

~~4. ADOPTION OF AN ORDINANCE AMENDING AND RENUMBERING CHAPTER 2.32, PERSONNEL, OF THE COTATI MUNICIPAL CODE (Administrative Services) (Action)~~

~~It is recommended that the City Council adopt an ordinance amending and renumbering Chapter 2.32 of the Cotati Municipal Code relating to Personnel~~

REGULAR AGENDA

5. CITY OWNED STREETLIGHT RETROFIT – REPLACEMENT OF HIGH PRESSURE SODIUM LIGHTS WITH LED LIGHTS (Public Works/Engineering) (Action)

It is recommended that the Council adopt a resolution to: 1) authorize: the use of U.S Department Of Energy grant monies to replace 77 city owned streetlights with LED streetlights; and 2) authorize the City Manager to execute an agreement with PG&E to replace city-owned cobra head style streetlights; and 3) authorize the Director Of Public Works/City Engineer to explore an energy efficient retrofit loan from PG&E to replace the remaining city-owned streetlights.

ADJOURNMENT OF SPECIAL MEETING OF THE CITY COUNCIL AND CALL TO ORDER OF JOINT MEETING OF CITY COUNCIL AND COTATI COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS

CONSENT CALENDAR (JOINT MEETING)

The following items listed on the Consent Calendar are considered routine in nature and require little or no further discussion by the Council, public or applicant and action may be taken by the City Council by a single motion. Unless already having done so under Citizen Business, any member of the public may comment at this time on items on this Consent Calendar prior to the Council's consideration of the Consent Calendar. Comments of on the Consent Calendar are normally restricted to a total of three (3) minutes in length per person. Any member of the Council may request that any listed item be removed from the Consent Calendar. That item shall be placed on the Regular Agenda section of the Council meeting and considered by the Council as other matters on the Regular Agenda portion of the Agenda.

6. WARRANTS AND AUDITED CLAIMS OCTOBER 27, 2011 – NOVEMBER 9, 2011 (Administrative Services) (Action)

This motion receives and files the warrants and audited claims (the A/P Check Registers) as submitted.

ADJOURNMENT OF JOINT MEETING; RECONVENING OF SPECIAL MEETING OF CITY COUNCIL

CITY COUNCIL REPORTS (*Discussion*)

ADJOURNMENT

Certification of Posting of the Agenda: I declare under penalty of perjury that I am employed by the City of Cotati and that I posted this agenda on the bulletin boards of City Hall, Veterans' Memorial Building and the U.S. Post Office on or before November 21, 2011.

/s/Tamara Taylor, Deputy City Clerk



**MINUTES
REGULAR CITY COUNCIL MEETING
WEDNESDAY NOVEMBER 9, 2011
7:00 PM REGULAR SESSION
City Council Chambers, City Hall, 201 W. Sierra Avenue**

7:00 PM REGULAR SESSION

CALL TO ORDER OF REGULAR CITY COUNCIL MEETING

Mayor Orchard called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers present: Dell'Osso, Gilardi, and Landman, Vice Mayor Harvey and Mayor Orchard (Councilmember Gilardi absent).

Staff present:, Director of Administrative Services Jone Hayes, Assistant to the City Manager Marsha Sue Lustig, City Engineer/Director of Public Works Damien O'Bid, Police Chief Michael Parish, City Attorney Rich Rudnansky

PLEDGE OF ALLEGIANCE

Mayor Orchard led the pledge of allegiance.

1. APPROVAL OF MINUTES OF OCTOBER 26, 2011 REGULAR MEETING AND NOTICE OF WAIVING OF READING OF ALL RESOLUTIONS AND ORDINANCES INTRODUCED AND/OR ADOPTED UNDER THIS AGENDA (City Manager) (Action)

Moved by Councilmember Gilardi seconded by Vice Mayor Susan Harvey and passed 4-0-1 (Councilmember Landman abstaining) to approve the minutes of the October 26, 2011 Regular meeting as presented and to waive reading of all resolutions and ordinances introduced and/or adopted under this agenda.

ANNOUNCEMENTS

The Cotati Historical Society Museum is open regularly on Saturdays from 1:00 – 4:00 p.m. and the 2nd Wednesday of each month from 5:30-8:30 p.m. For more information call 707-794-0304.

Four nights of festive fun holiday event begins on Wednesday December 7 with Cotati's annual tree lighting.

HONORARY MAYOR

No report.

SONOMA STATE UNIVERSITY REPRESENTATIVE REPORT

Collin Yballa, Sonoma State University Associated Students Vice President of Finance presented a verbal report to the Council

PRESENTATIONS

David Rabbitt, Sonoma County Supervisor 2nd District presented a verbal report to the Council on the status of the Sonoma County, including budget, roads, realignment of prisoners from the state to county, restructuring of various County departments, native American tribal relations, job funding, airport expansion, economic development and parks. He then responded to questions from the Council.

Cotati Creek Critters present a report on current and past activities and responded to questions from the Councilmembers. Councilmembers commended the work of the Cotati Creek Critters

Mayor Orchard called a recess at 7:48 p.m. and reconvened at 8:17 p.m.

CITY MANAGER'S REPORT

City Manager Dianne Thompson reported on changes in Golden Gate Transit bus routes affecting Cotati residents, the Commerce Boulevard construction, the Saint Joseph's craft fair and last night's informational meeting regarding the Old Redwood Highway rehabilitation project.

Responding to questions from the Council, staff indicated that they would look into contacting Golden Gate Transit regarding the bus routes affecting Cotati.

APPROVAL OF FINAL AGENDA

No changes.

CITIZEN BUSINESS

The following individuals addressed the Council:

Teresa Thomas (opposed to roundabout project)

Eliot Nett (opposed to roundabout project)

Jan Kravitz (sustainability, United Nations globalist conspiracy, Smart Growth)

Kathryn Wickstrom (fiscal responsibility, Supervisor Rabbitt's report)

Greg Karraker (bubblegum, Downtown Specific Plan misconceptions, Old Redwood Highway project alternatives)

George Barich (speaker cards, Downtown Specific Plan, the City Manager, meeting protocol)

George Barich also spoke in opposition to item no. 2 on the Consent Calendar.

Mayor Orchard briefly commented on statements made during Citizen Business.

DIRECTION ON FUTURE AGENDA ITEMS

One.

CONSENT CALENDAR

Moved by Councilmember Gilardi, seconded by Vice Mayor Susan Harvey and passed unanimously to approve item 2 on the Consent Calendar.

- 2. ADOPTION OF AN ORDINANCE AMENDING SECTION 9.36 PROHIBITING THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY AND ON PRIVATE PROPERTY WITHOUT THE OWNER'S CONSENT (City Manager) (Action)**

Ordinance No. 834 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COTATI AMENDING SECTION 9.36, PROHIBITING CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY AND ON PRIVATE PROPERTY WITHOUT THE OWNER'S CONSENT

REGULAR AGENDA (NO ITEMS)

PUBLIC HEARING

- 3. INTRODUCTION OF AN ORDINANCE AMENDING AND RENUMBERING CHAPTER 2.32, PERSONNEL, OF THE COTATI MUNICIPAL CODE (Administrative Services) (Action)**

Director of Administrative Services Jone Hayes presented the staff report.

Mayor Orchard opened the public hearing.

George Barich indicated support to update the City's Municipal Code.

There being no one else wishing to speak, Mayor Orchard closed the public hearing.

Brief discussion ensued, with Councilmembers expressing support for the ordinance.

Moved by Councilmember Dell'Osso seconded by Vice Mayor Susan Harvey and passed unanimously to introduce an Ordinance Amending and Renumbering Chapter 2.32 of the Cotati Municipal Code Relating to Personnel.

ADJOURNMENT OF REGULAR MEETING OF THE CITY COUNCIL AND CALL TO ORDER OF JOINT MEETING OF CITY COUNCIL AND COTATI COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS

Mayor Orchard adjourned the regular meeting and called to order the joint meeting at 8:51 p.m.

CONSENT CALENDAR (JOINT MEETING)

Mayor Orchard opened the floor to public comment on the joint consent calendar.

There being no one wishing to speak, Mayor Orchard closed the public comment period.

Moved by Councilmember Dell'Osso seconded by Vice Mayor Susan Harvey and passed unanimously to approve item 4 on the consent calendar (joint meeting).

**4. WARRANTS AND AUDITED CLAIMS OCTOBER 13, 2011 – OCTOBER 26, 2011
(Administrative Services) (Action)**

This motion receives and files the warrants and audited claims (the A/P Check Registers) as submitted.

ADJOURNMENT OF JOINT MEETING; RECONVENING OF REGULAR MEETING OF CITY COUNCIL

Mayor Orchard adjourned the joint meeting and reconvened the regular meeting at 8:52 p.m.

CITY COUNCIL REPORTS (Discussion)

Councilmembers reported on recent and upcoming activities, including reports from meetings attended at City expense.

ADJOURNMENT

Mayor Orchard adjourned the meeting at 8:58 p.m.

Respectfully Submitted

Tamara Taylor, Deputy City Clerk

City Council Agenda Consent Calendar

Subject: Authorize the City Manager to Execute an Agreement with Bartle Wells Associates to Complete the Water and Wastewater Rate Studies and Financing Plan and Approval of Supplemental Appropriations from the Water and Sewer Operating Funds for a Total Amount Not to Exceed \$20,000

Date: November 22, 2011

Written by: Jone Hayes, Administrative Services Director

Recommendation

It is recommended that the City Council adopt a motion to authorize the City Manager to enter into a consultant services agreement with Bartle Wells Associates for the completion of the Water and Wastewater Rate Studies and Financing Plan and approval of supplemental appropriations from the water and sewer operating funds for a total amount not to exceed \$20,000.

Background

The City prepared a Request for Proposals (RFP) for the preparation of the City's water and wastewater rate studies and financing plan on August 10, 2006. Three firms who had performed similar work for other agencies in Sonoma County were sent the RFP. Of the three, only one firm, Bartle Wells Associates submitted a proposal.

The proposal was responsive to the items identified in the RFP. Additionally, the City used Bartle Wells for the preparation of its 2002 rate studies. The Council approved the agreement on November 8, 2006 and it was anticipated that the studies would be completed in the spring of 2007.

A number of factors have resulted in the delay of the completion of the studies, including economic downturn, organizational and staffing changes, and the complete revision of the City's Capital Improvement Plan.

Analysis/Discussion

The City has not completed a rate study since 2002 and has not increased water and sewer rates since 2006. At this time it is imperative that the analysis be completed to ensure that the City will have sufficient funding to maintain ongoing water and sewer operations, and also to fund future capital improvements.

Financial Considerations

The original cost of the study was \$68,000, split 50/50 between the water and wastewater operating funds. At this time there is approximately \$15,000 remaining on the original proposal. It is estimated that an additional \$20,000 will be needed to update all of the tables with information from 2008 forward (including the Capital Improvement Program approved by Council in FY 10-11), complete the analysis, work with the City to finalize rate recommendations and the implementation of tiered rates, present the recommendations at a public hearing and develop a financing plan for capital improvements.

The adopted FY 11-12 budget shows approved expenditures for this project of \$7,500 in the water and \$7,500 in the sewer operating funds (balance of the original contract). After discussions with Bartle Wells, it has been determined that an additional \$20,000 will be required to complete the studies and financing plan.

The additional appropriation to cover the balance of this work is as follows:

018-800-61025	\$ 10,000
012-700-61025	\$ 10,000

Environmental Issues

None

City Council Agenda Consent Calendar

Subject: Adoption of a Resolution of the City Council of the City of Cotati Implementing GASB 54 to Categorize Fund Balances and Delegating Authority to the Director of Administrative Services for Designating Assigned Fund Balances

Date: November 22, 2011

Written by: Jone Hayes, Director of Administrative Services

Recommendation

It is recommended that the City Council adopt a resolution of the City Council of the City of Cotati implementing GASB 54 to categorize fund balances and delegating authority to the Director of Administrative Services for designating assigned fund balances

Background

The Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions in 2009. The requirements of this statement are intended to improve financial reporting by providing fund balance categories and classifications that will be more easily understood. The categories are more clearly defined to make the nature and extent of the any constraints place on a fund balance more transparent.

Analysis/Discussion

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010. As the FY 10-11 began July 1, 2010, the City must reclassify all the required ending funds to complete the fiscal year end close. Attached for further information is the summary of the impacts of GASB 54 from the American Institute of Certified Public Accountants (AICPA).

Financial Considerations

None.

Environmental Issues

None.

Attachments:

1. AICPA information
2. Proposed resolution



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GASB Statement No. 54, More than Just a Pretty Face

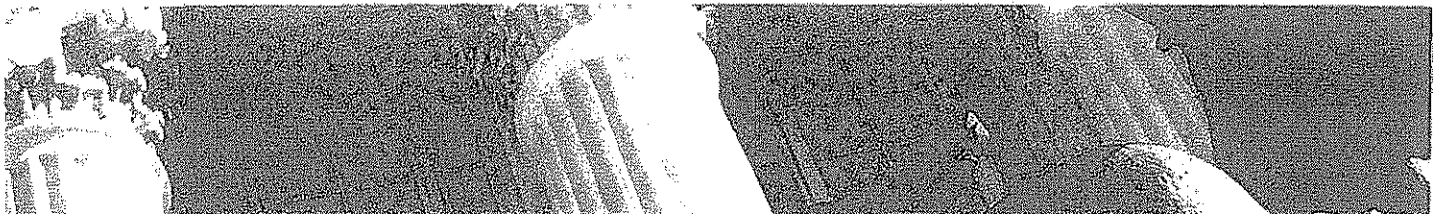
How It Relates to Governmental Entities

Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, is a sleeping giant. Many governments have overlooked Statement No. 54 in the midst of the most profound recession since the Great Depression and the implementation of Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*, and Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*.

However, when Statement No. 54 is implemented for fiscal years beginning after June 15, 2010, it could unleash the largest changes to governmental fund financial statements since the implementation of GASB Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*, and perhaps National Council on Governmental Accounting (NCGA) Statement No. 1, *Governmental Accounting and Financial Reporting Principles*. Statement No. 34 was implemented in fiscal year 2002 for the largest governments and NCGA Statement No. 1 in fiscal year 1981 for all governments.

Even though Statement No. 34 defined a major fund for presentation purposes, and separated those funds from other funds, since 1981 there has been significant variation in how standards are applied. Enabling statutes and operations differ from government to government. This variation has led to a divergence in practices and confusion over the definition of fund balance. Statement No. 54 goes a long way toward resolving those differences.

Statement No. 54 cannot be overlooked. It not only changes the presentation of the elements of fund balance – a key indicator of interperiod equity – but it also clarifies the definitions of special revenue funds, capital projects funds and to some extent “rainy-day” or stabilization funds. Since Statement No. 54 challenges norms that have been in place since the implementation of Statement No. 34, stakeholders who rely on fund-based information should be educated about the changes. A detailed analysis by preparers may also be needed so that Statement No. 54 can be properly implemented.





Fund Balance Categories

Statement No. 54 results in a number of changes, among which is the alignment of the definitions of different fund-balance categories, which are explained below.

- **Non-spendable** are balances in permanent funds and inventories that are permanently precluded from conversion to cash. They could also apply to long-term receivables if the receivable is not restricted, committed or assigned. Cemetery trusts where individuals leave funds to a government for perpetual care are typical examples of non-spendable balances. Inventories are also non-spendable because by their nature, they are not cash or convertible to cash unless sold. The vast majority of governments do not sell inventory. Rather, they consume it. Had the government sold inventory, any inventory balance would fall under the other categories explained in this section: restricted, committed, assigned or unassigned.

Restricted requires that inflows and outflows of resources and balances be constrained to a specific purpose by enabling legislation, external parties or constitutional provisions. Enabling legislation authorizes a government to levy, charge or otherwise mandate payment of resources from external providers. It also includes a legally enforceable requirement that the resources can only be used for specific purposes enumerated in the law. Restricted fund balances are defined similarly to restricted net assets (explained in GASB Statement No. 34, as amended by Statement No. 46, *Net Assets Restricted by Enabling Legislation*).

- **Committed** are those balances with constraints imposed by the government using the highest level of decision-making authority. The constraint can only be removed or changed by the same decision-making authority taking the same type of action. An example of a commitment is when a city council decides in an ordinance to spend a certain amount of funds for construction and the council is the highest decision-making authority. Only another ordinance can overturn the original action. Also, the commitment action should occur by the end of a fiscal year. However, in some governments the commitment funding may occur in a post year-end supplemental action that is retroactive to the prior fiscal year. A key difference between committed and restricted fund balances is that committed have the legislative process while restricted have external or other constitutional provisions as forces of law.
- **Assigned** are amounts intended for a specific purpose by a government's management (department/agency heads and other signatory authorities) and are



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also appropriations of existing fund balances. Examples of assigned amounts are the net balances of non-budgeted funds and situations where a manager signs a multi-year contract for a specific purpose.

Unassigned are amounts available for any purpose. They are not precluded by a management decision, law or constitutional provision in the general fund. Negative unassigned amounts could occur in funds other than the general fund when assigned, committed or restricted amounts are too high. If a negative unassigned amount occurs, the assigned, committed and other amounts should be reduced until the negative is cleared.

The new fund-balance categories focus largely on the nature of inflows in relation to laws and management decisions. One widely used omission concerns reserves of balances. Reserves will no longer be presented, nor will encumbrances, in the fund financial statements. Reserves are either renamed as restricted, committed or assigned balances.

Finally, a government can be compelled legally by an external party to use revenue source proceeds only for its specific purpose. On the other hand, a government may commit existing revenue streams and may not be legally required to ultimately spend the proceeds on the specific purpose. It may, by using the same highest level of decision-making authority, change the commitment's purpose or remove the limitation altogether.

Fund Definitions

Other changes, in addition to fund balance categories, are likely to occur when Statement No. 54 becomes effective, including fund definitions. However, they are what is widely used in practice for the most part. The following are among the key upcoming changes:

Capital Projects Funds may undergo the greatest change for some governments. Capital projects funds will be used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations or other governments.

Special Revenue Funds will report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.



These changes in fund definitions have resulted in an additional challenge for large, general-purpose governments that frequently fund (not construct) facilities for other governments or entities, such as affordable housing. Those facilities may now need to be recorded in a special revenue fund.

However, because of Internal Revenue Service rules on tax-exempt borrowing, bond proceeds that fund these transactions benefiting other governments might have to be segregated from other inflows and accounted for separately in special revenue funds. Finally, stabilization or "rainy-day" amounts, which are largely savings accounts that support operations, should either be restricted or committed, depending on legislation. Or, they should have an unassigned fund balance if legislation that funds or creates the stabilization fund is silent on the issue.

Best Practices in Implementation

It is necessary for preparers to closely analyze all governmental funds in a government and work with legal and budgetary staff to gain assurance that fund balances will be reported properly.

Some funds may no longer be special revenue funds, and capital project funds may differ for statutory or budgetary purposes and GAAP. The analysis of a capital project fund may therefore have to be at the individual project level. This analysis will also be a challenge for governments with large capital programs and complex capital authorizations.

To properly implement Statement No. 54, governments should perform the following:

- Explain the order of spending from restricted, committed, assigned or unassigned balances in their summary of significant accounting policies footnote to the basic financial statements.
- Draft a fund balance policy that identifies the highest level of decision-making authority needed to commit a balance and the person authorized to assign a balance.
- Disclose any minimum fund-balance requirements within the summary of significant accounting policies footnote to the basic financial statements.

They should also review their fund structure as soon as possible and define any necessary changes in presentation. The differences between commitments and assignments should also be defined. In addition, governments should determine if they have the information needed to restate previous fund balance statements in statistical sections of comprehensive annual financial reports to make previous



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For More Information

State and Local Governments: Checklists and Illustrative Financial Statements

http://www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/Accounting/IndustryspecificGuidance/Government/PRDOVR~PC-008793/PC-008793.jsp

AICPA National Governmental Accounting and Auditing Update Conference (GAAC) East and West

August 16-17, 2010 – Washington, D.C.

http://www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/Accounting/FinancialReporting/PRDOVR~PC-GAACEAST/PC-GAACEAST.jsp

September 27-28, 2010 – Las Vegas, NV

http://www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/Accounting/FinancialReporting/PRDOVR~PC-GAACWEST/PC-GAACWEST.jsp

years' information comparable to current disclosure. This step, though not required, is recommended because a reader of the financial statements may want to perform a long-term trend analysis on the elements of fund balance.

Auditor Concerns

In addition to its impact on fund balance categories and fund definitions, the implementation of Statement No. 54 raises a number of concerns for auditors that require proactive approaches.

Auditors will need to become very familiar with Statement No. 54 changes that concern the manner in which restrictions, commitments and assignments are determined, and if there are minimum-balance requirements or other policies and procedures in law or practice. Laws and regulations will need to be analyzed for all governmental funds as policies and procedures will need to support whether fund balances are supporting the restrictions, commitments or assignments. Auditors will also have to be concerned with why fund balances are changing beyond the normal inflows and outflows of resources.

Since audit opinions are required only for the major funds and for the non-major funds in the aggregate, changes directly to those fund balances or placement will increase audit risk.

Indeed, GASB Statement No. 54 is more than just a pretty face.

Author bio

Eric S. Berman, CPA, is Chairman of the AICPA's Government Performance and Accountability Committee.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
IMPLEMENTING GASB 54 TO CATEGORIZE FUND BALANCES AND
DELEGATING AUTHORITY TO THE DIRECTOR OF ADMINISTRATIVE
SERVICES FOR DESIGNATING ASSIGNED ENDING FUND BALANCES**

WHEREAS, prior to the issuance of the Governmental Accounting Standards Board's (GASB) Statement 54, ending fund balances were specified as reserved, designated, or unreserved; and,

WHEREAS, in 2009 GASB 54 required reclassification of the ending fund balances into five categories: nonspendable, restricted, committed, assigned and unassigned; and,

WHEREAS, the requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010; and,

WHEREAS, the City must reclassify all the required ending funds for FY 10-11 to complete the fiscal year end close; and,

WHEREAS, the City Council, as the City's highest level of decisions making authority, may commit fund balances for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the use through formal action; and,

WHEREAS, amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed, should be reported as assigned fund balances. This resolution delegates the authority to assign amounts to used for specific purposes, such as debt service, continuing appropriations, and budget balancing measures to the Director of Administrative Services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COTATI DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS: That the City Council adopt this resolution implementing GASB 54 to categorize fund balances and delegating authority to the Director of Administrative Services to designate assigned fund balances.

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly and introduced by the City Council of the City of Cotati at a regular meeting held on the 22nd of November, 2011, by the following vote, to wit:

DELL'OSSO _____
GILARDI _____
HARVEY _____
LANDMAN _____
ORCHARD _____

Approved: _____
Janet Orchard, Mayor

Attest: _____
Tamara Taylor, Deputy City Clerk

Approved as to form:

Richard Rudnansky, City Attorney

Resolution No. _____

City Council Agenda Consent Calendar

Subject: Adoption of an Ordinance Amending and Renumbering Chapter 2.32, Personnel, of the Cotati Municipal Code

Date: November 22, 2011

Written by: Jone Hayes, Director of Administrative Services

Recommendation

It is recommended that the City Council adopt an ordinance amending and renumbering Chapter 2.32 of the Cotati Municipal Code relating to Personnel.

Background

At its regular meeting of November 9, 2011, the City Council introduced an ordinance amending and renumbering Chapter 2.32 of the Cotati Municipal Code relating to Personnel.

Analysis/Discussion

The proposed ordinance removes outdated language, updates legal requirements and adds reference to the Personnel Rules for all sections for which current regulations, policies and practices are currently defined in the existing rules.

Financial Considerations

None.

Environmental Issues

None.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COTATI
AMENDING AND RENUMBERING CHAPTER 2.32 OF THE
COTATI MUNICIPAL CODE RELATING TO PERSONNEL**

WHEREAS, the City Council is authorized under the provisions of Ordinance 182 to adopt rules and regulations for the administration of the personnel system created in said Ordinance;

WHEREAS, the City Council has subsequently adopted the following resolutions:

- Resolution 77-59, Personnel System Rules and Regulations of the City of Cotati
- Resolution 78-5 Amending Rule XIV Rules of Appeal to Personnel Board
- Resolution 79-29 Assumption by the City Council of the Duties of the Personnel Board
- Resolution 82-62 To Provide for a Six Month Probationary Period for Non-Safety Employees
- Resolution 82-66, To Provide for a Twenty-four Month Probationary Period for Safety Personnel
- Resolution 96-15 Amending the Personnel System Rules and Regulations
- Resolution 96-30 Amending the Personnel System Rules and Regulations
- Resolution 97-01 Amending the Personnel System Rules and Regulations
- Resolution 97-71 Amending the Personnel System Rules and Regulations
- Resolution 06-75 Repealing and Superseding Resolution Nos. 77-59, 78-5, 79-29, 82-62, 82-66, 96-30 and 97-71, Establishing the Personnel Rules of the City of Cotati
- Resolution 2009-57 Repealing and Superseding Resolution No. 06-75 Establishing the Personnel Rules of the City of Cotati; and,

WHEREAS, the City Council has also adopted the following ordinances:

- Ordinance 284 Amending the Personnel Ordinance to Effect the Assumption by the City Council of the Duties of the Personnel Board
- Ordinance 343 Amending Chapter 2.32.090 of the Municipal Code Providing for a Probationary Period of Six Months for Non-Safety Personnel
- Ordinance 347 Amending Chapter 2.32.090 of the Municipal Code Providing for a Probationary Period of Twenty-four Months for Safety Personnel; and,

WHEREAS, it has been determined that certain sections of the Municipal Code Chapter 2.32 are outdated and require revision to accurately reflect current City practices, recommended policies, practices and procedures and legal requirements; and,

WHEREAS, it has been determined that certain sections of the adopted Personnel Rules Resolution conflicts with Municipal Code sections established with the Ordinances above; and,

WHEREAS, the Personnel Rules Resolution is a more appropriate document for defining the City’s personnel system and the City has implemented, and is desirous of maintaining, the practice of routinely updating the Resolution and reviewing with City employees;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COTATI DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section 2.32.010 - Definitions is deleted.

Section 2.32.040 - Personnel Officer designated-Powers and duties is amended to read as follows:

- A. Administer all the provisions of this chapter and of the personel rules not specifically reserved for the City Council.
- B. Prepare and recommend to the City Council personnel rules, and revisions and amendments to such rules.
- C. Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan. The plan, and any revisions thereof, shall become effective upon approval by the City Council.
- D. Provide for the publishing or posting of notice of open positions, the receiving of applications therefore, and the conducting of interviews and grading of tests as required, and the appointment to the appropriate position.
- E. Prepare a plan of compensation, and revisions thereof, covering all classifications. The plan, and any provisions thereof, shall become effective upon approval by the council.
- F. Consult with appropriate supervisory personnel during the personnel selection process.

Section 2.32.050 – City Council powers and duties is deleted.

Section 2.32.080 – Appointments is amended to read as follows:

Appointments to vacant positions shall be made in accordance with the Personnel Rules.

Section 2.32.090 – Discrimination prohibited is amended to read as follow:

The Personnel Rules shall contain a policy prohibiting discrimination and harassmt based on protected classification.

Section 2.32.100 – Probationary Period is amended to read as follows:

All regular appointments, including promotional appointments, shall be subject to a probationary period of six months or longer as determined by, and in accordance with, the Personnel Rules.

An employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to the previous position unless he is discharged in the manner provided in the Personnel Rules.

Section 2.32.140 – Demotion, dismissal, reduction in pay and suspension conditions is amended to add as follows:

Any demotion, dismissal, reduction in pay or suspension shall be made in accordance with the Personnel Rules

Section 2.32.150 – Lay-Off and Re-Employment

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish or reduce any position or employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

Layoffs and re-employment shall be made in accordance with the Personnel Rules.

Section 2.32.160 - Termination is amended to read as follows:

Terminations shall be made in accordance with the Personnel Rules.

Section 2.32.170 - Right of Appeal is amended to read as follows:

All appeals shall be processed in accordance with the requirements and procedures as set forth in the Personnel Rules.

Sections 2.32.010 through 2.32.180 are renumbered as follows:

- 2.32.010–Personnel system adopted-Purpose
- 2.32.020–Rules and regulations
- 2.32.030–Personnel officer designated-Powers and duties
- 2.32.040-Exceptions to Chapter applicability
- 2.32.050–Status of present employees
- 2.32.060–Appointment Procedures
- 2.32.070–Discrimination prohibited
- 2.32.080–Probationary period
- 2.32.090–Attendance and leave provisions
- 2.32.100–Contracts for special services
- 2.32.110–Appropriation of funds
- 2.32.120-Demotion, dismissal, reduction in pay and suspension conditions
- 2.32.130-Layoff and reemployment
- 2.32.140-Termination

- 2.32.150-Right of appeal
- 2.32.160-Prohibited political activities
- 2.32.170-Permitted political activities
- 2.32.180-Solicitation of contributions permitted

SECTION 2: Severability. The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter.

SECTION 3: Effective Date. This ordinance shall take effect on the 31st day following its adoption.

IT IS HEREBY CERTIFIED that the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Cotati on the 9th day of November, 2011 by the following vote, to wit:

DELL'OSSO	_____
GILARDI	_____
HARVEY	_____
LANDMAN	_____
ORCHARD	_____

Approved: _____
 Janet Orchard, Mayor

Attest: _____
 Tamara Taylor, Deputy City Clerk

Approved as to form:

 Rich Rudnansky, City Attorney

Certificate of the City Clerk
Required by California Government Code §40806

This document is a true and correct copy of City of Cotati Ordinance number _____ and has been published or posted pursuant to law.

Tamara Taylor, Deputy City Clerk

City Council Agenda Regular Calendar

Subject: City owned streetlight retrofit – Replacement of High Pressure Sodium lights with LED lights

Date: November 22, 2011

Written by: Damien O’Bid, City Engineer / Director of Public Works

Recommendation

It is recommended that the Council adopt a resolution to: 1) authorize: the use of U.S Department Of Energy grant monies to replace 77 city owned streetlights with LED streetlights; and 2) authorize the City Manager to execute an agreement with PG&E to replace city-owned cobra head style streetlights; and 3) authorize the Director Of Public Works/City Engineer to explore an energy efficient retrofit loan from PG&E to replace the remaining city-owned streetlights.

Background

The U.S. Department of energy has awarded the City of Cotati (City) an Energy Efficiency and Conservation Block Grant (EECBG) for \$39,546, as part of the federal stimulus program (ARRA), to replace City-owned high pressure sodium (HPS) streetlights with LED streetlights. The grant was awarded collectively to the City, Windsor and Cloverdale. Windsor will serve as the lead coordinator for the project. The grant is intended to replace 77 City owned streetlights in Cotati (231 in Windsor and 81 in Cloverdale), and is due to expire in March of 2012.

Analysis/Discussion

Light Emitting Diode (LED) streetlights are estimated to save 36% of the energy consumption of High Pressure Sodium (HPS), which will qualify the City for rebates from PG&E, and the longer lifetime of LEDs will reduce maintenance costs. In addition to the energy and cost savings, white LED streetlights improve night vision and eliminate the “hot-spots” of yellow-orange light created by traditional HPS streetlights. This is accomplished by changing out the head of the light fixture. The pole and all other equipment remain unchanged.

Cotati has a variety of street light types, which primarily fall into two categories: 40-foot cobra head style lights for roadways, and 14-foot decorative “acorn” street lights intended for pedestrian and some roadway lighting. In general, the streetlights are either owned by the City, or owned by PG&E. The EECBG grant, because it is awarded to the City, can only be used to

retrofit City-owned street lights. Currently, there are no good retrofit kits to modify the decorative style lights with LED lights. Therefore, we at this time, it is recommended that the City proceed with retrofit of the City-owned cobra head style streetlights (HPS) with white LED cobra head lights up to the limit of the EECBG funding.

PG&E offers an Energy Efficient Retrofit Loan Program, which could provide the City with a no interest loan, for up to 10 years, to cover the cost of upgrading the additional City owned streetlights not covered by the grant funding. The loan program is designed for the loan charges to be covered by the energy savings in the LED streetlights. Therefore, the monthly streetlight bills will not increase.

If directed through the attached resolution, the City will explore the details of this program and report back to Council with a recommendation on feasibility of replacing all cobra head lights.

Financial Considerations

The grant for \$39,546 will cover the retrofitting of the first 77 City-owned cobra head style streetlights. If feasible, the remaining cobra head style lights could be replaced by an Energy Efficient Retrofit Loan from PG&E.

The EECBG grant requires no matching funds, so there is no impact to City funding.

If directed by Council, the City will also explore the feasibility of extending the replacement to all City-owned cobra head streetlights through the Energy Efficient Retrofit Loan from PG&E. In this case, there will be a report to Council with a recommendation at a future date.

Environmental Issues

The Project is categorically exempt from CEQA under Code of California Regulations Section 15301 (repair, maintenance, rehabilitation of existing facilities).

Attachments:

1. Proposed resolution
2. Agreement No: SLT-056 between City of Cotati, and Pacific Gas and Electric Company

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI 1) AUTHORIZING THE USE OF U.S DEPARTMENT OF ENERGY GRANT MONIES TO REPLACE 77 CITY OWNED STREETLIGHTS WITH LED STREETLIGHTS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PG&E TO REPLACE CITY-OWNED COBRA HEAD STYLE STREETLIGHTS; AND 3) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXPLORE AN ENERGY EFFICIENT RETROFIT LOAN FROM PG&E TO REPLACE THE REMAINING CITY-OWNED STREETLIGHTS.

WHEREAS, the City has received \$39,546 in Energy Efficient Conservation Block Grant (EECBG) monies for the retrofit of 77 City-owned cobra head style street lights; and

WHEREAS, Light Emitting Diodes (LEDs) street lights are more energy efficient than High Pressure Sodium (HPS); and

WHEREAS, PG&E has a program to replace City-owned HPS street lights with more efficient LED street lights, including making associated rate changes, as described in the attached agreement; and

WHEREAS, PG&E offers an Energy Efficient Retrofit Loan Program to enable cities to make energy efficiency retrofits, with a zero interest repayment term of up to 10 years; and

WHEREAS, the City could use PG&E's Energy Efficient Retrofit Loan Program to replace the remaining City-owned cobra head style street lights that are not covered by the grant; and

WHEREAS, the proposed *Street Light Retrofit Project* is a categorically exempt from CEQA, as defined under the Code of California Regulations Section 15301 (repair, maintenance, rehabilitation of existing facilities); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cotati:

1. All of the above recitals are true and correct.
2. The Director of Public Works/City Engineer is directed to explore the using PG&E's Energy Efficient Retrofit Loan Program to replace the remaining City-owned cobra head style street lights and report back to Council with recommendations; and
3. The City shall proceed with the retrofit City-owned cobra head style streetlights within the funding available under the EECBG grant; and
4. The project is described in Agreement No: SLT-056 between City of Cotati, and Pacific Gas and Electric Company (Agreement), as submitted by the Director of Public Works/City Engineer; and
5. The Project is categorically exempt from CEQA under Code of California Regulations Section 15301 (repair, maintenance, rehabilitation of existing facilities).

6. Authorize the City Manager (or designee) to execute the Agreement and construction change orders as needed to fulfill the design intent of the project, provided that the total construction amount does not exceed the amount of the EECBG grant.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 22nd day of November, 2011 by the following vote, to wit:

DELL'OSSO _____
GILARDI _____
HARVEY _____
LANDMAN _____
ORCHARD _____

Approved: _____
Janet Orchard, Mayor

Attest: _____
Tamara Taylor, Deputy City Clerk

Approved as to form:

Rich Rudnansky, City Attorney



PG&E PRODUCTS AND SERVICES AGREEMENT

This PG&E Products and Services Agreement (the “**Agreement**”) is made and entered into as of _____, 20__ (“Effective Date”) by and between City of Cotati with offices at 201 West Sierra Avenue, Cotati, CA 94931-4217 (“Customer”) and Pacific Gas and Electric Company (“PG&E”).

RECITALS

WHEREAS, Customer requires street light replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. **The Service.** PG&E offers street light replacement service (the “**Service**”) which comprises a turnkey project that includes: the ordering of Customer specified street light fixtures by PG&E at Customer’s expense, and installation of these PG&E-authorized street light fixtures as replacements to existing Customer-owned street lights operating at 120 or 240 volts. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates and any applicable PG&E rebate applications as requested by Customer. PG&E will arrange for waste disposal of removed street light fixtures.

2. **Development, Acceptance, and Performance of Proposals.** Upon receipt of a request for Service, PG&E will consult with Customer and develop a Proposal covering the Service in the form of proposal attached hereto as Exhibit B. Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an “**Accepted Proposal**” for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have five (5) business days to review and accept, after which time PG&E’s performance responsibilities under the Accepted Proposal will be deemed to have been fulfilled. If Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing.

3. **Additional Work.** If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to 1) access to the street light such as overgrown trees or blocked roadway, 2) broken street light bracket, or 3) wiring defect that prevents delivery of energy to the street light fixture, PG&E will notify



Customer in writing of such condition and the work necessary to remedy the condition using Exhibit C (Additional Repair Work Agreement). If the work required is estimated by PG&E at less than \$1,000, then PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work without completing Exhibit C.

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit C (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

4. **Fees.** Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in Exhibit C and with reimbursement of PG&E's actual out-of-pocket expenses. Customer shall pay PG&E for the Service based on the payment schedule set forth in the applicable Accepted Proposal. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mailcode: N10D
San Francisco, CA 94177

5. **Limited Warranties.**

5.1. **LimitedServiceWarranty.** PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of all streetlight fixtures ("**Installation**"). If Customer notifies PG&E within one year of installation of a potential defect in workmanship, and PG&E confirms the defect, PG&E will either re-perform the Service at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the Service. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties. All other warranties are expressly disclaimed.

5.2. **LimitedMaterialWarranty.** The manufacturer of the material to be installed will provide a warranty which is attached as Exhibit D. PG&E will provide to the Customer all documentation covering the warranty including contact information for the manufacturer or manufacturer's warranty agent. During the first year following completion of Installation, Customer may contact PG&E (as part of the Limited Service Warranty) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light. For those years following the Limited Service Warranty period but still within the Limited Material Warranty period, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the equipment, arranging and paying for shipping and insurance for the equipment to and from the manufacturer's designated facility (and for all risk of loss to the equipment while in transit), and installation of the equipment upon return, unless otherwise instructed in the manufacturer's designated warranty. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties relating to



installed materials. ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.

5.3. **Disclaimers.** Except for warranties expressly set forth in Sections 5 and 6 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 6 of this Agreement respectively shall be Customer's sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. **Customer's Responsibilities.** To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E's completion of the Service shall be extended to take into account Customer's delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts. Notwithstanding PG&E's arrangement or performance of waste disposal services for removed street light fixtures (or any other materials an applicable Accepted Proposal may specify for removal), Customer acknowledges and agrees that it is the "generator" of such fixtures and/or materials and therefore bears ultimate responsibility for their proper disposition. Provided that PG&E adheres to any disposal instructions contained in an Accepted Proposal, Customer agrees to hold PG&E harmless from any and all claims brought by third parties (including by governments or regulators) relating to the disposal services arranged or performed by PG&E.

7. **Data.** Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement ("Data"). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer's prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E.

8. **PG&E's Utility Obligations.** Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of services for Customer under this Agreement in order to maintain adequate service to PG&E's other customers or to fulfill its duties as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements. PG&E shall be excused from whatever performance is affected by such action, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.



9. **Limitation of Liability.** In the event that P&GE is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY SUCH CONSEQUENCES WERE FORESEEABLE. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of PG&E, and will extend to the affiliates, subsidiaries, parent company, officers, managers, directors, agents and employees of PG&E. Customer acknowledges and agrees that the limitations of liability set forth in this section may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9 are an essential element of their bargain as well as a material inducement for PG&E's entry into this Agreement, and that PG&E's price for the Service reflects their inclusion in this Agreement.

10. **Term and Termination.** The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Agreement. Each party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party 5 days written notice, provided, however, that any such termination shall neither affect PG&E's obligation to perform under any Accepted Proposals during the 5 day notice period, nor Customer's obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the 5-day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, each party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 Fees, 5 Limited Warranties, 6 Customer Responsibilities, 7 Data, 9 Limitation of Liability and 11 General. Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.

11. General.

11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the Service. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

11.2. ForceMajeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to Customer, to the primary business contact address given in the Accepted Proposal and, if to PG&E, to the address set forth above for payment.

11.4. ReportingRequirements. Customer must notify PG&E whether or not federal funds granted or otherwise awarded to Customer by or through the United States Department of Energy (collectively, the "Federal Funds") will be used to pay PG&E for the Service. If such Federal Funds are used to pay PG&E, in whole or in part, the specific compliance obligations and reporting requirements associated with the use of such Federal Funds shall be as set forth under Section 11.5 hereof. If Customer decides to use such Federal Funds in connection with an Accepted Proposal, then Customer must notify PG&E within 5 days of its decision to use such Federal Funds. If Customer is required by any law or regulation to amend or revise the terms and conditions of any Accepted Proposal in a manner unacceptable to PG&E or if in PG&E's sole discretion PG&E determines it cannot comply with such obligations as amended or revised, whether or not PG&E has begun to perform such Accepted Proposal, PG&E shall have the right, in its discretion, to terminate such Accepted Proposal upon five (5) days' notice without further obligation or liability to Customer (except for the return of any funds Customer may have pre-paid for the Service and which remain uncommitted as of the effective date of such termination). CUSTOMER HEREBY WAIVES ANY CLAIM OF PROMISSORY ESTOPPELS WITH RESPECT TO PG&E'S TERMINATION OF ANY ACCEPTED PROPOSAL UNDER THE CIRCUMSTANCES DESCRIBED IN THE FOREGOING SENTENCE.

11.5. Flow-DownProvisions. To the extent any Service is funded in whole or in part using federal funds awarded or granted to Customer by the California Energy Commission by virtue of the Energy Efficiency and Conservation Block Grant Program, the terms and conditions described in Exhibit A, Vendor Flow-Down Provisions, shall apply.

11.6. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period



of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

12. Indemnification. PG&E shall indemnify, defend, and hold harmless Customer, its officers, official agents, and employees from and against any and all bodily injury and/or property damage claims, damages, demands, liability costs, losses, and expenses, including, without limitation court costs and reasonable attorney's fees arising out of PG&E 's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in this Agreement."

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CITY OF COTATI

PACIFIC GAS AND ELECTRIC COMPANY

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**EXHIBIT A
VENDOR FLOW DOWN PROVISIONS**

**The following terms and conditions are derived from the Grant Agreement CBG -
signed by the California Energy Commission (“Commission”) and the City of Cotati
 (“Recipient”), Exhibit C General Terms and Conditions, Section 10 Contracting and
 Procurement Procedures, a. General Requirements for all Subcontracts.**

16. License

a. The California Energy Commission (“Commission”) shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use or have practiced for or on behalf of the State inventions developed hereunder and patents or patent applications derived from such inventions. City of Cotati (“Recipient”) must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.

b. The Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Commission funding. If applicable, the Recipient gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without Commission funding and prior to the start of this Agreement. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this Agreement, may be necessary if Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.

c. The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this Agreement.

d. The Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable worldwide license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

17. Standard of Performance

Recipient, PG&E and their employees, in the performance of work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Project Manager, shall be borne in total by the Recipient or PG&E and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient or PG&E is deemed by the Commission to have failed the foregoing standard of performance. In the event Recipient or PG&E fails to perform in accordance with the above standard:

(1) Recipient or PG&E will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Project Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient or PG&E shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;

(2) The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

(3) The Commission shall have the option to direct Recipient not to re-perform any task which was not performed to the reasonable satisfaction of the Commission Project Manager pursuant to application of (1) and (2) above. In the event the Commission directs Recipient not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

19. Fiscal Accounting Requirements

b. Retention of Records

PG&E shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Commission, the PG&E shall provide detailed documentation of all expenses at any time throughout the project. In addition, PG&E agrees to allow the Commission or any other agency of the State or the Federal Government, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Commission notifies PG&E, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, PG&E agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. PG&E agrees to include a similar right to audit in any subcontract.

20. Indemnification

PG&E agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to PG&E and to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by PG&E in the performance of this Agreement.

24. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. State Nondiscrimination Statement of Compliance

During the performance of this Agreement, PG&E shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. PG&E shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. PG&E shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and

made a part of it as if set forth in full. PG&E shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. PG&E shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c.StateDrug-FreeWorkplaceCertification

By signing this Agreement, PG&E hereby certifies under penalty of perjury under the laws of the State of California that PG&E will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug free workplace;
- Any available counseling, rehabilitation, and employee assistance programs;
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and PG&E may be ineligible for any future State awards if the Commission determines that any of the following has occurred: (1) PG&E has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d.AmericanswithDisabilitiesAct

By signing this Agreement, PG&E assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

25. Additional Requirements for Federally- Funded Grants

a.SiteVisits

The California Energy Commission, the federal awarding agency, and/or their designees have the right to make site visits at reasonable times to review project accomplishments and management



control systems and to provide technical assistance, if required. PG&E must provide and must require sub-awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

b. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress of the United States that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

c. Nondiscrimination Clause

This award is subject to the provisions of 10 CFR Part 1040.1 *et seq.* PG&E will complete and certify by signature on the DOE Form 1600.5, U.S. DOE “Assurance of Compliance, Nondiscrimination in Federally Assisted Programs” (Exhibit C, Attachment C-1) its commitment to comply with this law and return to the Commission Grants and Loans Officer.

d. Certifications Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters

This award is subject to the provisions of 10 CFR Part 601, 2 CFR Part 180, 2 CFR Part 901, and 10 CFR Part 607. PG&E will complete and certify by signature on the attached Form “Certifications Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters” (Exhibit C, Attachment C-2) its commitment to comply with these requirements and return to the Commission Grants and Loans Officer.

e. Lobbying Restrictions

By accepting funds under this award, PG&E agrees that none of the funds obligated under this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

PG&E shall disclose lobbying activities by completing and signing the “Disclosure of Lobbying Activities” (Exhibit C, Attachment C-3) and returning it to the Commission Grants and Loans Officer.

f. National Policy Assurances

PG&E agrees to adhere to and include in all sub-awards the requirements set forth in the attached “National Policy Assurances” (Exhibit C, Attachment C-4 of this Agreement). Terms are self-deleting to the extent they do not apply to a particular type of activity or award.

g. Federal Intellectual Property Provisions and Contact Information

(1) In addition to the “License” provisions in Section 16 of this Agreement, PG&E must conform to “Federal Intellectual Property Provisions” (Exhibit C Attachment C-5) included in this Agreement. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

(2) Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

h. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to PG&E for (i) Decontamination and/or Decommissioning (D&D) of any of PG&E’s or its sub-contractors’ facilities, or (ii) any costs which may be incurred by PG&E in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

l. Resolution of Conflicting Terms

Any apparent inconsistency between federal and state statutes and regulations and the terms and conditions contained in this award must be referred to the Commission Project Manager or the Commission Grants and Loans Officer for guidance.

o. Specific Requirement to Submit Waste Management Plan

Prior to the proposed project activities generating any waste, the Recipient is required to submit a copy of the Recipient’s Waste Management Plan to the Commission Project Manager. This Waste Management Plan will describe the Recipient’s plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Recipient’s Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal.

q. Cash Management Improvement Act

In accordance with 31 United States Code (U.S.C.) Sections 3335, 6501, and 6503 (the Cash Management Improvement Act, or CMIA) and implementing regulations at 31 CFR Part 205, the Recipient shall minimize the time elapsing between the drawdown of funds from the Energy Commission and the disbursement of funds. The Recipient shall request reimbursement to occur as close as possible to the disbursement. The Recipient agrees that it has reviewed the applicable CMIA rules and regulations, and will follow their requirements in handling funds received pursuant to this Agreement. The Recipient also agrees that it will provide written notification to each of its sub-awardees or vendors, if any, of the CMIA and the need for each sub-awardee or vendor to comply with all applicable CMIA provisions and regulations.

26. Special Provisions Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009a. ARRA-Funded Project

Funding for this award is from the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. Funding for this award is authorized by the Energy Efficiency and Conservation Block Grant Program, Federal Grant Number DE-EE0000013, CFDA Number 81.128. The federal grant term expires on September 13, 2012. All recipients and sub-awardees/vendors are subject to audit by appropriate federal or State entities. The State has the right to cancel, terminate, or suspend this Agreement if PG&E or its sub-contractors fail to comply

d. Segregation of Costs and Records

PG&E and its sub-contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. Pursuant to 10 CFR Section 600.242 (incorporated by reference herein), records must be maintained for three (3) years after the Commission grant term or federal grant term, whichever is later, unless the Commission or Federal Government requests a longer retention period.

PG&E will keep separate records for ARRA funds to ensure those records comply with the requirements of ARRA. If this grant is split-funded with non-ARRA funds, PG&E will track and report the ARRA funds separately to meet the reporting requirements of ARRA and related guidance.

e. Prohibition on Use of ARRA Funds

PG&E agrees that, in accordance with ARRA, Section 1604, that none of the funds provided under this Agreement derived from ARRA may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

f. Access to Records

In accordance with ARRA Sections 902, 1514, and 1515, PG&E agrees that it shall permit the State of California, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records of PG&E's or any of its subcontractors that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of PG&E or any of its sub-contractors regarding the activities funded with funds appropriated or otherwise made available by ARRA. PG&E shall include this provision in all of its agreements with its sub-awardees/vendors from whom it acquires goods or services in its execution of the ARRA-funded work.

h. Protecting State and Local Government and Contractor Whistleblowers



PG&E agrees that both it and its sub-contractors shall comply with Section 1553 of ARRA, which prohibits all non-federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. PG&E agrees that it and its sub-contractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

The requirements of Section 1553 of the ARRA are summarized below.
They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA shall post notice of the rights and remedies as required therein. (Refer to Section 1553 of ARRA located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

i. Information in Support of ARRA Reporting

PG&E will be required to submit backup documentation for expenditures of funds under ARRA including such items as timecards and invoices. See Section 18, "Payment of Funds", for more details on invoicing. In addition to the invoicing requirements, PG&E shall provide copies of backup documentation at the request of the U.S. Department of Energy's (DOE's) Contracting Officer or designee, or the Energy Commission's Contract Manager or designee.

j. False Claims Act

PG&E agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, sub-awardees/vendor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

l. Reporting and Registration Requirements under Section 1512 of ARRA

- (1) This award requires the Recipient to complete projects or activities which are funded under ARRA and to report on use of ARRA funds provided through this award. Information from these reports will be made available to the public.
- (2) The reports are due in accordance with Section 7, "Reports", of this Agreement in addition to this section.
- (3) Progress reports are due monthly by the third of the following month. For example, the January progress report is due by February 3.
- (4) PG&E must maintain current registration in the CCR (<http://www.ccr.gov>) at all times during which it has an active federal award funded with ARRA funds. A DUNS Number (<http://www.dnb.com>) is one of the requirements for registration in the CCR.
- (5) The Recipient shall report the information described in Section 1512(c) of ARRA and other information reasonably requested by the State or required by the Federal Government or by the State to meet their obligation to provide accurate, complete, and timely information to the public; to meet the federal program reporting requirements; and/or to comply with State or federal law or



regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of ARRA are provided online at www.FederalReporting.gov.

(6) The Recipient shall submit reports to the Commission's Project Manager in a format determined by the Commission. The Recipient must NOT register at FederalReporting.gov.

(7) PG&E will provide information including, but not limited to, the following:

(a) ARRA Section 1512 Report

- Direct jobs created (i.e., new positions created and filled or unfilled positions that are filled) and jobs retained (i.e., previously existing filled positions that are retained as a result of ARRA funds). Only include jobs that are directly funded by ARRA funds. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.
- Description of jobs created. Provide a brief description of impact on the Recipient's workforce and include the types of jobs created and retained. Include time base (full-time or part-time) and duration (1 year, 1-2 years, 2-5 years, or more than 5 years).
- Furthermore, sub-recipients will be required to calculate direct jobs created and retained by each subcontractor, including all sub-recipients and many vendors. The requirement to calculate vendor jobs does not apply to subcontracts with material suppliers or central service providers (so-called "indirect" jobs), or to jobs created by the re-spending of worker income within the local community ("induced" jobs). Job calculations will be captured on the FTE Calculator tab of the Sub-recipient 1512 reporting spreadsheet. Per the Single Audit Act Amendments of 1996, sub-recipients should be able to substantiate vendor/subcontractor job hours reported by retaining payroll and project records for a minimum of three (3) years after the final payment has been received, unless a longer period of records retention is stipulated.
- Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number.
- Central Contractor Registration (CCR) number.
- Award number.
- Name (legal name as registered in CCR or D&B).
- The Doing-Business-As (DBA) name as registered in CCR or D&B.
- Address (physical location as listed in the CCR).
- Congressional district (based on physical location address).
- Type of entity (this is the "Business Type" in the CCR).
- Amount awarded (total amount of the Commission agreement).
- Amount received (total cumulative amount of Commission agreement funds received as of the reporting period).
- Date of award (date the Commission agreement was signed).
- Award period (term of the Commission agreement).
- Place of performance (the physical location of primary place of performance, including street address, city, state, zip code+4, country, congressional district, state senate district, and state assembly district).
- Area of benefit (e.g., state, county, city, special district).
- Names and total compensation of five most highly compensated officers for the calendar year in which the agreement is awarded if, In the Recipient's preceding fiscal year, the Recipient received - 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative



agreements; and -\$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements. The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

- Vendor Data Elements (purchases \$25,000 or above) DUNS or name, Zip code of Headquarters, Description of the product and/or service provided by the vendor, The amount invoiced from the vendor (aggregated) that will be paid with ARRA funds.

(b) Federal and State Program Status Report

- Comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
- A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
- Cost Status. Show approved budget by budget period and actual costs incurred. Separate costs by project activities, administration, and evaluation.
- Schedule Status, List milestones, anticipated completion dates, and actual completion dates.
- Any changes in approach or aims, and reasons for change.
- Actual or anticipated problems or delays, and actions taken or planned to resolve them.
- Any absence or changes of key personnel or changes in consortium/teaming arrangement.
- A description of any product produced or technology transfer activities accomplished during this reporting period, such as: Publications (list journal name, volume, issue); conference papers; or other public releases of results, Web site or other Internet sites that reflect the results of this project, Networks or collaborations fostered, Technologies/techniques, Inventions/patent applications, Other products, such as data or databases, physical collections, audio or video, software or net-ware, models, educational aid or curricula, instruments or equipment.
- Performance Metrics: Energy saved (kWh, therms, gallons, Btu, etc.), Renewable energy installed capacity and generated. GHG emissions reduced (tons) (CO2 equivalents) (methane, carbon, sulfur dioxide, nitrogen oxide, carbon monoxide), Energy cost savings, Funds leveraged, Project type metrics. The key metrics to be reported will vary by project type. See Exhibit C, Attachment C-6, Project Type Metrics.

m.RequiredUseofAmericanIron,Steel,andManufacturedGoods(CoveredUnderInternational Agreements)—Section1605ofARRA

PG&E agrees that in accordance with ARRA, Section 1605, neither it nor its sub-awardees/vendors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. PG&E understands that this

requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

(1) Definitions. As used in this award term and condition—

(a) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

- Processed into a specific form and shape; or
- Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(c) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(2) Domestic preference.

(a) This award term and condition implements Section 1605 of the ARRA by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraphs 2b and 2c of this section and condition.

(b) This requirement does not apply to the material listed by the Federal Government as follows:
— None.

(c) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph 2b of this section and condition if the Federal Government determines that—

- The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- The application of the restriction of Section 1605 of the ARRA would be inconsistent with the public interest.

(3) Request for determination of inapplicability of Section 1605 of the ARRA.

(a) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph 2c of this section shall include adequate information for Federal Government evaluation of the request, including —

- A description of the foreign and domestic iron, steel, and/or manufactured goods;



- Unit of measure;
- Quantity;
- Cost;
- Time of delivery or availability;
- Location of the project;
- Name and address of the proposed supplier; and
- A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph 2c of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph 4 of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(b) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the ARRA applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(c) Unless the Federal Government determines that an exception to Section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is non-compliant with Section 1605 of ARRA.

(4) Data. To permit evaluation of requests under paragraph 2 of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description Unit of
Measure Quantity Cost (\$s)

Item 1:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

Item 2:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

n. Wage Rate Requirements under Section 1606 of ARRA

In accordance with ARRA, Section 1606, PG&E assures that it and its sub-awardees/vendors shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

The Recipient will complete and certify by signature on Attachment "K" of the application its commitment to comply with 29 CFR 5.5 and will return it to the Commission Grants and Loans Officer.

o. Davis-Bacon Act and Contract Work Hours and Safety Standards Act

(1) Definitions. For purposes of this section, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(a) Award means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Sub-recipients, Contractors and subcontractors.

(b) Contractor means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include PG&E. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees.

(c) Contract means a contract executed by a Recipient, Sub-recipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.



(d) Contracting Officer means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(e) Recipient means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award. For purposes of these clauses, Recipient shall mean the City of Cotati.

(f) Sub-award means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Sub-recipient or by a Sub-recipient to a lower-tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(g) Sub-recipient means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(2) Davis-Bacon Act.

(A) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. The most current wage determinations of the Secretary of Labor applicable to this Agreement are posted at www.wdol.gov, and are incorporated by reference into this Agreement. The Secretary of Labor periodically updates wage rates. The Recipient, Sub-recipient, the Recipient's and Sub-recipient's contractors and sub-contractors are responsible for ensuring that the most recent wage rates are incorporated into any contract or subcontract under this Agreement. The weatherization worker wage determination published for the Weatherization Assistance Program may not be used in any contracts or subcontracts under this Agreement.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to 29 CFR Section 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Section



5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Section 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- ii. The classification is utilized in the area by the construction industry; and
- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR Section 5.5 (a)(1)(ii)(B) or (C), shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable



standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(B) Withholding. The Department of Energy or the Recipient or Sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Sub-recipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(C) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR Section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Sub-recipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Section 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is



available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Sub-recipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Sub-recipient (as applicable), applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- i. That the payroll for the payroll period contains the information required to be provided under Section 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Section 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR Section 5.5(a)(3)(ii)(B).

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under 29 CFR Section 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Section 5.12.



(D) Apprentices and trainees (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the

ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(E) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(F) Contracts and Subcontracts. The Recipient, Sub-recipient, the Recipient's and Sub-recipient's contractors and subcontractor shall insert in any Contracts the clauses contained in 29 CFR Sections 5.5(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(G) Contract termination: debarment. A breach of the Contract clauses in 29 CFR Section 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

(H) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(I) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Sub-recipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(J) Certification of eligibility (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

(K) Requirement to submit copies of certified payrolls

Contractor is responsible to submit to the Energy Commission on a weekly basis from the beginning of work on the project a copy of all certified payrolls prepared in accordance with Section 26(o)(2)(c)(ii) above for all lower tier contractors.

(i) Requirement to notify the Energy Commission of any non-compliance

Contractor is responsible to notify the Energy Commission of any non-compliance with Davis-Bacon Act prevailing wage requirements by any lower tier contractors.

3) Contract Work Hours and Safety Standards Act.

As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR Section 5.5(b)(1) the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR Section 5.5(b)(1), in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR Section 5.5 (b)(1).

(c) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR Section 5.5(b)(2).

(d) Contracts and Subcontracts. The Recipient, Sub-recipient, and Recipient's and Sub-recipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in 29 CFR Sections 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Sections 5.5(b)(1) through (4).

(e) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the



Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

p. ARRA Transactions Listed in Schedule of Expenditures of Federal Awards

(1) To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR Section 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A– 102 Common Rules provisions, the Recipient agrees to maintain records that identify adequately the source and application of ARRA funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(2) If the Recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” the Recipient agrees to separately identify the expenditures for federal awards under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for federal awards made under the ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(3) The Recipient agrees to separately identify to each sub-awardees and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of ARRA funds. When the Recipient awards ARRA funds for an existing program, the information furnished to sub-awardees shall distinguish the sub-awards of incremental ARRA funds from regular sub-awards under the existing program.

(4) The Recipient agrees to require its sub-awardees to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-awardees expenditure of ARRA funds as well as oversight by the federal awarding agencies, Offices of Inspector General, and the Government Accountability Office.

q. Recognition of ARRA funding

Recipient shall publicly recognize ARRA as a source of funding for the project(s) funded by this Agreement. The Commission Project Manager shall provide Recipient instructions on how to publicly identify ARRA funding.

32. Separation of Duties from Monitoring, Verification and Evaluation Contractor

The Energy Commission has retained KEMA Inc. to serve as the monitoring, verification and evaluation (MV&E) contractor for all of the Energy Commission’s ARRA-funded projects,



including projects funded through contracts, grants or loans by the EECBG Program, the State Energy Program, the State Energy Efficient Appliance Rebate Program, and the Energy Assurance Planning Program. In order to achieve the Energy Commission's policy requiring a separation of duties between the MV&E contractor and any projects that it evaluates, PG&E is prohibited from including KEMA Inc. or a related company known as KEMA Services Inc. as a participant in this Project, where KEMA Inc. or KEMA Services Inc. is paid either from these funds as a subcontractor or other lower-tier contractor or from other funds which PG&E has included as cost share to achieve the objectives of this Agreement.



EXHIBIT B: FORM OF ACCEPTED PROPOSAL

PROPOSAL NUMBER ____

This Proposal is made and entered into as of _____, 20_ by and between City of Cotati (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20_ (the “Agreement”).

DESCRIPTION OF SERVICES

Scope of Work: _____

Estimated minimum number of days to complete scope of work: _____

Date work is estimated to begin: _____

Customer sites where work is to be performed (may attach spreadsheet of street lights):

Type and number of street light fixtures to be replaced (may attach spreadsheet):

Locations may change if street lights are added to or deleted from the project during installation. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer is attached to this Proposal.

MATERIALS DISPOSAL

Customer will make space available at Customer-owned property for material storage and disposal during construction. PG&E will hold Customer harmless for damage to stored materials while on Customer’s property. Customer site where PG&E may store materials and waste disposal bins:

Address: _____

PG&E’s Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E’s yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

[Describe any special arrangements for materials disposal required by Customer.]



TRAFFIC CONTROL PLAN

PG&E Contractor shall be required to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

COST AND PAYMENT SCHEDULE

The services under this Proposal will cost \$_____.

This price does does not subtract the value of the LED streetlight rebates from the cost to provide the Services.

Payment Schedule:

Initial Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of the contract.

Final Payment: Customer will be invoiced for final 50% payment upon completion of this Proposal or when punch list items (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 14 days after receipt of the invoice.

BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Customer's primary business contact for this Proposal:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____



CUSTOMER’S BILLING CONTACT:

Customer’s billing contact for this Proposal:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

PG&E and Customer acknowledge and agree that, to the extent the Services described in this Proposal are, at any point in time, funded in whole or in part using federal funds awarded or granted directly or indirectly to Customer by or through the United States Department of Energy by virtue of appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the “ARRA”), the special terms and conditions set forth in Section 11.5 of the Agreement will apply.

This Proposal is is not funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CITY OF COTATI

PACIFIC GAS AND ELECTRIC COMPANY

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



EXHIBIT C
FORM OF ADDITIONAL WORK REPAIR AGREEMENT
REPAIR WORK AGREEMENT NUMBER ___

This Additional Repair Work Agreement is made and entered into as of _____, 20__ by and between City of Cotati (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20__ (the “Agreement”).

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer’s equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/___):

Straight time (8AM-5PM M-F): \$ _____/hour
Overtime: \$ _____/hour

Executed this _____ day of _____, 20__.

Facility name: _____

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CITY OF COTATI

PACIFIC GAS AND ELECTRIC COMPANY

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**EXHIBIT D
MANUFACTURER'S WARRANTY INFORMATION**

Streetlight manufacturer's contact information:

The street light manufacturer's contact information and warranty will be attached to each Proposal.

Beta LED

1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800

Photocontrol warrantor's contact information:

Ripley Lighting Controls

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.



RIPLY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.

Joint Meeting of City Council and Redevelopment Agency Board of Directors Agenda Consent Calendar

Subject: Receive and File Warrants and Audited Claims for October 27, 2011 – November 9, 2011

Date: November 22, 2011

Written by: Jone Hayes, Director of Administrative Services

Recommendation

It is recommended that the City Council receive and file the warrants and audited claims (the A/P Check Registers) as submitted.

Background

Warrants (checks) are created by City Staff in compliance with the following Municipal Code Sections:

2.12.160 Expenditure control--Purchasing.

It shall be the duty of the city manager to see that no expenditures shall be submitted or recommended to the city council except on approval of the city manager or his authorized representative. The city manager, or his authorized representative, shall be responsible for the purchase of all supplies for all the departments or divisions of the city. (Ord. 97 §7.9, 1968).

3.36.010 Expenditures--Compliance required.

All expenditures of city funds in connection with purchases must be made strictly in accordance with the duly adopted budget, and in order that budgetary control may be effectively exercised, the procedures in this chapter shall be followed. (Ord. 575 §1(part), 1992).

Analysis/Discussion

Warrants and Audited Claims listings (now identified as the A/P Check Registers) list all warrants issued for the period indicated. Per Council action on July 11, 2007 all warrants are released as they are created.

All expenditures of City funds in connection with purchases of services or materials are strictly in accordance with the duly adopted budget and / or Council actions amending the adopted

budget. Expenditures have been approved for payment by either the City Manager or by Department Heads.

Financial Considerations

The following is the totals for the Warrants and Audited Claims (the A/P Check Register) issued for the period of October 27, 2011 – November 9, 2011:

November 9, 2011	\$ 162,765.64
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Environmental Issues

None.

Attachments:

1. Check Register dated 11/09/11

PACKET: 00561 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
CIT12	CITY OF SEBASTOPOL I-110111	BLDG OFFICIAL SVCS - OCT 2011	R	11/09/2011		2,056.32CR	061292
CIT30	CITY OF PETALUMA I-103111	M&C DINNER 10/13/11	R	11/09/2011		160.00CR	061293
COM05	COMCAST I-101911	8155 30 0410044085 10/24-11/23	R	11/09/2011		45.35CR	061294
COM21	COMMERCIAL MAINTENANCE CHEMICAL CORP I-59140	LIFT STATION DEGREASER	R	11/09/2011		578.21CR	061295
DAW01	GAY DAWSON I-103111	YOGA INSTRUCTOR 8/9 - 9/20/11	R	11/09/2011		156.00CR	061296
DEN06	DE NOVO PLANNING GROUP I-1233	GENERAL PLAN UPDATE - AUG	R	11/09/2011		6,570.00CR	061297
	I-1234	GENERAL PLAN UPDATE - SEPT	R	11/09/2011		4,245.00CR	061297
DEP04	DEPART. OF TRANSPORTATION I-SL120201	SIGNALS/LIGHTING - JULY-SEPT	R	11/09/2011		556.09CR	061298
DEP10	DEPARTMENT OF JUSTICE I-877751	FINGERPRINT APPS - OCT 2011	R	11/09/2011		32.00CR	061299
DKS01	DKS ASSOCIATES I-48739	INTERMODAL FACILITY THRU 10/7	R	11/09/2011		6,185.00CR	061300
DRA03	DRAF TECH I-387988	INTERMODAL TRANSIT FACILITY	R	11/09/2011		34.72CR	061301
	I-389300	ORH STREET IMPROVEMENTS	R	11/09/2011		244.13CR	061301
	I-390559	CITY HALL RE-ROOF	R	11/09/2011		71.18CR	061301
	I-390866	MISC ENG FILING	R	11/09/2011		407.96CR	061301
	I-391651	INTERMODAL TRANSIT FACILITY	R	11/09/2011		28.12CR	061301
EMP03	EMPLOYMENT DEVELOPMENT DEPARTMENT I-102611	#932-0425-3 JULY - SEPT 2011	R	11/09/2011		4,640.00CR	061302
FED02	FEDERAL EXPRESS I-7-668-77403	SCO / LEASOURCE / CAL TRANS	R	11/09/2011		88.12CR	061303
GRA01	GRAINGER, INC. I-9665943602	BULBS / BALLAST - PD	R	11/09/2011		132.62CR	061304

PACKET: 00561 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
HAR19	SUSAN HARVEY I-102411	MILEAGE/TOLL - ABAG CONF	R	11/09/2011		59.28CR	061305
HIN02	HINDERLITER, DE LLAMAS & ASSOCIATES I-18507	SALES TAX SVCS - 4TH QTR	R	11/09/2011		1,034.29CR	061306
IKO01	IKON OFFICE SOLUTIONS I-85876587	COPIER RENT 11/30 - 12/29/11	R	11/09/2011		1,201.56CR	061307
INF01	INFOSTOR, INC. I-119488	RECORD STORAGE - NOV 2011	R	11/09/2011		484.94CR	061308
INT05	INTERNATIONAL CODE COUNCIL, INC. I-57578	CODE BOOKS	R	11/09/2011		189.86CR	061309
INT11	INTERSTATE SALES I-2175	STREET PAINT - ORH	R	11/09/2011		850.10CR	061310
KAI01	KAISER FOUNDATION HEALTH PLAN, INC. I-110711	15832-0000 - DEC 2011	R	11/09/2011		17,188.00CR	061311
LES01	LES SCHWAB TIRE CENTER I-374739	TIRES (2) - BACKHOE	R	11/09/2011		1,985.71CR	061312
MAS02	MASTER K-9, INC. I-6205	SATELLITE K9 MAINT TRNG - NOV	R	11/09/2011		150.00CR	061313
MCL01	MCLEA'S TIRE & AUTOMOTIVE I-6041992	#21 - LUBE/OIL/FILTER SVC	R	11/09/2011		44.55CR	061314
MEA02	MEAD CLARK LUMBER CO. INC. I-797556	DECK BOARDS - DELANO BRIDGE	R	11/09/2011		260.61CR	061315
MED02	MEDIA GRAPHICS, INC. I-14688	BUSINESS LICENSE INVOICES-1500	R	11/09/2011		309.16CR	061316
	I-14708	BUS CARDS - TAYLOR/HARRIS	R	11/09/2011		92.77CR	061316
	I-14709	BUSINESS CARDS - GALLO (250)	R	11/09/2011		41.23CR	061316
OFF09	OFFICE DEPOT I-583625352001	OFFICE SUPP - PD/PW/ADMIN SVCS	R	11/09/2011		42.35CR	061317
	I-583626756001	OFFICE SUPPLIES - ADMIN SVCS	R	11/09/2011		25.03CR	061317
	I-584423061001	OFFICE SUPPLIES - CM / PW	R	11/09/2011		65.99CR	061317

PACKET: 00561 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
PAC08	PACE SUPPLY I-011323348	PW SUPPLIES - LA PLAZA PARK	R	11/09/2011		43.73CR	061318
PGE01	PG&E I-102511	6345507202-3 OCT + TRUE-UP	R	11/09/2011		35,654.26CR	061319
PIT01	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC I-102311	#1402322 - PROPERTY TAX	R	11/09/2011		107.74CR	061320
RAF01	DEAN RAFELLO I-102711	REIMB DEMO DEPOSIT	R	11/09/2011		200.00CR	061321
ROY02	ROYAL COACH CAR WASH I-110111	PD CARWASH - OCT 2011	R	11/09/2011		33.00CR	061322
SAN09	SANTA ROSA AUTO PARTS I-669196	PW SUPPLIES - DUMP TRUCK	R	11/09/2011		19.37CR	061323
SCO06	SCOTT SIGNS I-102111	PD VEHICLE #1 - GRAPHICS	R	11/09/2011		304.73CR	061324
SCP01	S.C. PHILLIPS ENTERPRISES, LLC I-20111199	PD GENERATOR RADIATOR	R	11/09/2011		4,566.75CR	061325
SEA03	SEABROOK & ASSOCIATES, INC. I-10818	INTERMODAL TRANSIT FACILITY	R	11/09/2011		580.00CR	061326
SET01	SETINA MFG. CO. INC. I-35623	K9 VEHICLE SERVICE	R	11/09/2011		1,789.51CR	061327
SON19	SONOMA COUNTY AUDITOR-CONTROLLER I-103111	PARKING CITATIONS - SEPT 2011	R	11/09/2011		272.00CR	061328
SPE02	SPECTER INSTRUMENTS I-1110019716	SCADA SUPPORT - 2012	R	11/09/2011		395.00CR	061329
TAX01	TAX COLLECTOR - SONOMA COUNTY I-092011	143-101-004-000 DIRECT CHGS	R	11/09/2011		71.16CR	061330
	I-092011A	143-101-006-000 DIRECT CHGS	R	11/09/2011		57.62CR	061330
TEL02	TELSTAR INSTRUMENTS INC. I-67857-REV	CLOR TECH POWER SUPP-WELL 1A	R	11/09/2011		18,872.00CR	061331

PACKET: 00561 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
TMC01	TIM MCCLOSKEY ELEC. INC. I-5923	BACK-UP GEN REPL RENTAL/LABOR	R	11/09/2011		4,492.46CR	061332
TRA11	TRACTION OF SANTA ROSA I-212870018	MIRROR - DUMP TRUCK	R	11/09/2011		19.88CR	061333
UNI03	UNION BANK OF CALIFORNIA I-6955	2001 TAB A ADMIN 11/11 - 10/12	R	11/09/2011		2,575.00CR	061334
VER02	VERIZON WIRELESS I-1024045758	270579820-00001 9/22-10/21/11	R	11/09/2011		450.36CR	061335
WAL07	JAMES WALDINGER I-110111	HIGH-EFFICIENCY WASHER REBATE	R	11/09/2011		75.00CR	061336
WIL12	WILDCAT ENGINEERING I-1	CHARLES ST SIDEWALK IMP	R	11/09/2011		3,150.00CR	061337
	I-2	CHARLES ST SIDEWALK IMP	R	11/09/2011		24,986.70CR	061337
	I-3	CHARLES ST SIDEWALK IMP	R	11/09/2011		7,296.30CR	061337
YOU03	YOUR COMPUTER HEROES, LLC I-5039	NETWORK SVCS - OCT 2011	R	11/09/2011		760.00CR	061338

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	58	0.00	162,765.64	162,765.64
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	58	0.00	162,765.64	162,765.64

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 00561 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	11/2011	72,836.24CR
003	11/2011	35,433.00CR
008	11/2011	20.68CR
012	11/2011	30,601.97CR
013	11/2011	7.32CR
018	11/2011	3,610.36CR
019	11/2011	51.27CR
034	11/2011	185.54CR
035	11/2011	9,133.19CR
036	11/2011	6,853.72CR
037	11/2011	302.93CR
070	11/2011	200.00CR
201	11/2011	1,589.91CR
202	11/2011	1,939.51CR
=====		
ALL		162,765.64CR