CITY OF RIVERBANK
CITY COUNCIL MEETING
City Hall Council Chambers
6707 Third Street • Riverbank • CA 95367

choose civility

AGENDA

MONDAY, APRIL 9, 2012 – 12:00 P.M.

CALL TO ORDER: Mayor Virginia Madueño

FLAG SALUTE: Mayor Virginia Madueño

INVOCATION: Riverbank Ministerial Association

ROLL CALL: Mayor Virginia Madueño
Vice Mayor Dotty Nygard
Councilmember Richard O'Brien
Councilmember Jeanine Tucker
Councilmember Jesse James White

CONFLICT OF INTEREST
Declaration by Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered.

1. PRESENTATIONS

Item 1.1: Proclamation Declaring April 8-14, 2012, as National Library Week in Stanislaus County.

2. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person. Under State Law, matters presented under this item cannot be discussed or acted upon at this time by the City Council. The public will be invited to make comments on agenda items when the item comes up for Council consideration. For Closed Session items, the public will be invited to make comments before the meeting is recessed to Closed Session. For record purposes, you must step up to the podium, state your name, and speak into the microphone when addressing the City Council.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Clerk's Report of Posting. The agenda for the regular April 9, 2012, City Council meeting was posted on the City Chamber bulletin board on April 4, 2012.

Item 3.B: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.C: Approval of the March 26, 2012, regular City Council Minutes.

Item 3.D: **Resolution** to Adopt Warrant Registers for 03/22/2012 and 03/29/2012.

Item 3.E: **Resolution** Authorizing the Execution of a Master Agreement with Pacific Gas & Electric for the Energy Saving LED Street Light Project.

Recommendation: Approve Consent Calendar by roll call vote.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARINGS

Item 5.1: **Ordinance** Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions of the City of Riverbank Code of Ordinances. (**First Reading and Introduction by Title).**

Recommendation: Conduct the public hearing and approve the first reading of the ordinance amending Title XI: Chapter 110: Section 110.08 by roll call vote to exempt City contract class providers from the business license requirement.

6. NEW BUSINESS: None.

*****RECESS THE CITY COUNCIL MEETING TO THE LOCAL REDEVELOPMENT AUTHORITY MEETING*****

RECONVENE THE CITY COUNCIL MEETING*

7. COMMENTS

Item 7.1: Staff Comments: (Information Only – No Action)

Item 7.2: Council Comments: (Information Only – No Action)

Item 7.3: Mayor's Comments: (Information Only – No Action)

8. CLOSED SESSION

Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Recommendation: Council to give direction to Staff.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report out on Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

ADJOURNMENT

UPCOMING EVENTS:

April 16 (Mon)	▪ **Budget Advisory Committee** @ 6:00 p.m., City Hall Council Chambers.
April 23 (Mon)	▪ **Next regular City Council Meeting,** @ 6:00 p.m., City Hall Council Chambers.

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AFFIDAVIT OF POSTING			
DATE:	04/04/12	**TIME:**	7:15 p.m.
NAME:	Annabelle Aguilar, CMC	**TITLE:**	Deputy City Clerk

Notice Regarding Americans with Disabilities Act:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information:	The Riverbank City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., and at 12:00 Noon for every first meeting of the month of each quarter (January, April, July, and October); unless otherwise noticed.
Council Agendas:	The City Council agenda is now available for public review at the City's website at www.riverbank.org and City Clerk's Office, 6707 Third Street, Riverbank, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.
Questions:	Contact the City Clerk at (209) 863-7122

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date: April 9, 2012

Subject/ Title: Proclamation Declaring April 8-14, 2012, as National Library Week in Stanislaus County

Submitted by: Luanne Bain, Administrative Assistant

City Manager Approval: _____

RECOMMENDATION:

Present the Proclamation declaring April 8-14, 2012, as National Library Week in Stanislaus County.

SUMMARY:

The City of Riverbank is joining Stanislaus County and declaring April 8-14, 2012, as National Library Week in Stanislaus County. Riverbank Library Branch Supervisor, Vicky Holt Angulo, is scheduled to be at the meeting to accept the Proclamation on behalf of the Stanislaus County Library.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

1. Proclamation.

CITY OF RIVERBANK
PROCLAMATION

WHEREAS, the tradition of libraries in Stanislaus County began in the late 1800s as small reading rooms and shared book collections; and,

WHEREAS, the McHenry Library, the county's main library, opened its doors on May 1, 1912, and checked out the first book to eight-year-old Merl McHenry, son of Oramil McHenry, the banker who bequeathed $20,000 in 1906 to build a public library at 14th and I Streets in Modesto; and,

WHEREAS, the Ceres Library became the first branch to join the county library system in 1912 that now consists of 13 library branches throughout Stanislaus County including the Riverbank Library; and,

WHEREAS, Stanislaus County Libraries have supported literacy, knowledge and a love of reading for more than 100 years; and,

WHEREAS, Stanislaus County Libraries have evolved, providing information and reading material in various formats including, books, large print books, books on tape/CD, Playaways, DVDs, magazines and newspapers; and,

WHEREAS, Stanislaus County Libraries now offer modern conveniences such as a Web-based catalog system, databases of quality information available in the library and through the Web, a mobile app for smart phones and other Web-enabled devices; and,

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend; and,

WHEREAS, librarians are actively building partnerships in the community and making special efforts to reach out to parents, children and low-literate adults; and,

WHEREAS, libraries provide free resources such as employment searches, online interview preparation, resume assistance and tutoring support, that are particularly important during difficult economic times; and,

WHEREAS, libraries provide access to computers and the Internet, as well as free Wi-Fi for customers with laptops and other Web-enabled devices; and,

WHEREAS, libraries ensure equal access to knowledge and information and offer valuable reading resources and services; and,

WHEREAS, libraries offer pre-school StoryTimes and summer reading programs to encourage children to begin a habit of reading that will serve to benefit their personal and professional lives,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Riverbank does hereby unanimously commend the Stanislaus County Library system on the occasion of its 100th Anniversary and proclaim April 8-14, 2012, National Library Week in Stanislaus County, urging everyone to visit their library to take advantage of the numerous resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

April 9, 2012

_____
Mayor Virginia Madueño
City of Riverbank

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 9, 2012
Subject/ Title:	Clerk's Report of Posting
Submitted by:	Annabelle Aguilar, CMC, Deputy City Clerk

RECOMMENDATION:

Approve the Clerk's Report of Posting.

SUMMARY:

The agenda for the April 9, 2012, regular City Council meeting was posted on the City Council Chamber bulletin board as per the Affidavit of Posting.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENT:

There are no attachments

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	April 9, 2012
Subject/ Title:	Waiver of Readings
Submitted by:	Annabelle Aguilar, CMC, Deputy City Clerk

RECOMMENDATION:

Approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY:

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted on without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

There are no attachments

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date: April 9, 2012

Subject/ Title: Approval of the March 26, 2012, Regular City Council Minutes

Submitted by: Annabelle Aguilar, CMC, Deputy City Clerk

City Manager Approval: _____

RECOMMENDATION:

Approve the Regular City Council Meeting Minutes.

SUMMARY:

The Draft Minutes of the March 26, 2012, regular City Council meeting have been prepared for the City Council's review and approval.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENT:

1. March 26, 2012, Minutes

CITY OF RIVERBANK
CITY COUNCIL
MINUTES
MONDAY, MARCH 26, 2012

CALL TO ORDER:

The City Council of the City of Riverbank met this date in a regular session at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor Madueño presiding.

FLAG SALUTE: ***Mayor Virginia Madueño***

INVOCATION: ***None***

ROLL CALL:

Present: ***Mayor Virginia Madueño***
Vice Mayor Dotty Nygard
Councilmember Richard O'Brien
Councilmember Jeanine Tucker

Absent: ***Councilmember Jesse James White***

CONFLICT OF INTEREST
Declaration by Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered.

No one spoke.

1. PRESENTATIONS

Item 1.1: Proclamation – Announcing Read Across Riverbank Event (RARE).

Students from Mesa Verde and California Avenue Elementary Schools were present to announce student participation in the "Read Across Riverbank" challenge and the event on March 30 at 6:00 p.m. at the Teen Center and Community Center locations. Mayor Madueño presented the proclamation.

Item 1.2: Proclamation – Supporting Lemonade Day May 19, 2012.

Mayor Madueño presented the proclamation to Ms. Tammie Webb who announced registration was currently open to participate in Lemonade Day. The event to teach children about business, finances, and payback to their community as future adults is scheduled on April 7 at the Modesto Nuts Stadium from 11:00 a.m. to 2:00 p.m.

Item 1.3: Update on the "Choose Civility" Campaign.

Stanislaus County office of Education Superindent Mr. Changnon presented an update of the countywide "Choose Civility" campaign. Mayor Madueño challenged Council and Staff by suggesting to have the "Choose Civility" logo placed on the agenda, city web site, and anything public.

2. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person. Under State Law, matters presented under this item cannot be discussed or acted upon at this time by the City Council. The public will be invited to make comments on agenda items when the item comes up for Council consideration. For Closed Session items, the public will be invited to make comments before the meeting is recessed to Closed Session. For record purposes, you must step up to the podium, state your name, and speak into the microphone when addressing the City Council.

Dr. Dave Austin, Director of the Riverbank Language Academy, announced that the Riverbank RLA University Club will be participating in the Lemonade Day to learn about business. A progress report on the RLA University's club, grad-A students who aspire to go to Harvard, Yale, and Princeton Universities in 2013 will be provided in the future.

Mike Galinskas, Deputy for Stanislaus County, announced he would be relocating to Modesto and thanked Council for the opportunity to serve the City of Riverbank as one of the first police officers when Riverbank had its own police department and the many contributions he made to improve services.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Clerk's Report of Posting. The agenda for the regular March 26, 2012, City Council meeting was posted on the City Chamber bulletin board on March 21, 2012.

Item 3.B: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.C: Approval of the March 12, 2012, regular City Council Minutes.

Item 3.D: **Resolution No. 2012-022** Approving the Warrant Registers for 03/08/2012 and 03/15/2012 and Credit Card Statements of 01/23/2012 and 02/22/2012 for the City of Riverbank.

Item 3.E: Investment & Cash Report.

Recommendation: Approval by roll call vote of Consent Calendar.

Referenced Item 3.D: Councilmember O'Brien inquired about the attendance of a conference/lunch by staff and reporting back and also whether all credit card statements were presented. Marisela Hernandez, Finance Director, stated all credit card information was presented, staff reported back to their Department Head, and current funding was for staff that had required certification to maintain.

ACTION: ***By motion (Tucker / Nygard / passed 4-0) to approve Consent Calendar Items 3.A through 3.E as presented; motion carried by unanimous roll call vote.***
ABSENT: Councilmember White

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARINGS: None.

6. NEW BUSINESS

Item 6.1: **Resolution No. 2012-023** Authorizing an Additional Appropriation of $89,658 for Legal Expenditures.

Recommendation: Adopt Resolution authorizing the additional appropriation of $89,658 in General Fund Reserves for Legal Services received through February 2012

Marisela Hernandez, Finance Director presented the staff report and PowerPoint presentation.

Discussion on the breakdown of the costs and appropriation of funds for payment of pending legal matters, which would lower the Reserve Fund below the 10% requirement, ensued between Council and Staff.

Public Comment: Mr. Scott McRitchie expressed concern with the decrease in the Reserve Fund, the management of legal costs, and suggested that in the upcoming (fiscal) year approaching look into proactively projecting costs to avoid paying legal fees in arrears after they have been incurred.

Councilmember O'Brien recommended tabling the legal cost for the Conflict of Interest matter for further discussion. Ms. Hernandez clarified that the expenditures had already been paid through February by staff's allocation of the funds and that approval was sought for the negative balances. City Attorney Tom Hallinan reminded Council that in review of the status of all the legal cases, the only outstanding costs would be for the Quarry case of which reimbursement would continued to be made as a mandatory stipulation of the settlement.

ACTION: *By motion (Nygard / Tucker / passed 4-0) to adopt Resolution No. 2012-023 as presented; motion carried by unanimous roll call vote.*
ABSENT: Councilmember White

7. COMMENTS

Item 7.1: Staff Comments: (Information Only – No Action)

J.D. Hightower, Development Services Director, announced the implementation of a water valve exercising program as best practices management to flush out and chlorinate the water lines. In response to Councilmember O'Brien's inquiry Mr. Hightower stated the chromium levels in a well continues to be monitored and a potential source has been identified.

Marisela Hernandez, Finance Director, announced the next Budget Advisory Committee meeting was scheduled for Monday, April 2 at 6:00 p.m. in the Council Chambers.

Police Chief Bill Pooley announced a successful new program has been implemented, which offers the ability to dispose of unwanted prescription drugs by dropping them off at the Police Department.

Jill Anderson, City Manager, thanked Chief Pooley for the prescription drug disposal program and for the grant funds obtained to offer it. She also announced the annual Easter

Egg Hunt on Saturday, April 7 at Castleberg Park at 11:00 a.m., and the expectation of several budget meetings occurring, which will be brought to Council.

Item 7.2: Council Comments: (Information Only – No Action)

Councilmember Tucker expressed appreciation for Mr. Changnon's civility campaign and the importance of practicing civility and maintaining integrity.

Councilmember O'Brien spoke in regards to having a tight budget and the use of reserve funds, stating public safety and services must be maintained by Council; everything else in his opinion, if the city cannot afford it, is expendable.

Vice Mayor Nygard spoke in regards to: 1) being creative in looking to reduce expenditures; 2) meeting sustainability requirements through conservation efforts such as the reduction of utility costs; 3) having a study session/task force to look into cost-saving measures; 4) reintroducing the audit conducted last year on how to reduce energy costs and how the city can implement the measures; 5) looking into conservation programs being offered; 6) moving forward on becoming a sustainable green city; and 5) the city begin practicing what is being taught to the children about resourcefulness and conservation of the earth as April brings "Beyond Earth Day".

Item 7.3: Mayor's Comments: (Information Only – No Action)

Mayor Madueño spoke in regards to: 1) having a brief conversation with the President of the Infill Builders Association who informed her of the potential availability of funding for low-income senior housing development, 2) the city's responsiveness/preparedness of the trends affecting communities to fulfill senior housing and the needs of the younger demographic; 2) asking for staff to look at what funding is being offered for housing; 3) schedule time staff time to meet with the President to view property in Riverbank for an infill project; 4) thanking Ms. Anderson for attendance to the screening of "Miss Representation" at the Galaxy Theatre that successfully brought in an attendance of over 300 men and women; and 5) providing an update on her attendance to the next North County Corridor meeting, which will consist of discussing the alignment of the corridor and the need to be vigilant in obtaining results that are in the best interest of Riverbank.

MAYOR MADUEÑO ANNOUNCED THE CLOSED SESSION ITEMS AND RECESSED TO CLOSED SESSION AT 7:12 P.M.

8. CLOSED SESSION

Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code § 54956.9(a)
Name of Case: Danise Huey v. City of Riverbank
Stanislaus Court Case No. 664604

Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code § 54956.9(a)
Name of Case: Barham Construction, Inc. v. City of Riverbank
Court of Appeals of California, Fifth District
Case No. F058692 and Case No. F059499

Recommendation: Council to give direction to Staff.

MAYOR MADUEÑO RECONVENED FROM CLOSED SESSION AND REPORTED OUT AT 7:29 P.M.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session Item 8.1 - **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Danise Huey v. City of Riverbank.

ACTION: *No reportable action.*

Item 9.2: Report from Closed Session Item 8.2 - **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Name of Case: Barham Construction, Inc. v. City of Riverbank.

ACTION: *No reportable action.*

ADJOURNMENT

There being no further business, Mayor Madueño adjourned the meeting at 7:30 p.m.

ATTEST: **APPROVED:**

_____ _____

Annabelle Aguilar, CMC **Virginia Madueño**
Deputy City Clerk **Mayor**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date: April 9, 2012

Subject/ Title: **Resolution** to Adopt Warrant Registers for 03/22/2012 and 03/29/2012

Submitted by: Marisela Hernandez, Finance Director

City Manager Approval: _____

RECOMMENDATION:

Approve **Resolution** by roll call vote.

SUMMARY:

The Warrant Register provides a listing of all expenditures paid during the weeks ending 03/23/2012 and 03/30/2012. Major or noteworthy expenditures presented on the warrant registers are summarized below.

March 22, 2012 Warrant Register

Vendor	Funding Source	Amount
Central San Joaquin Valley Risk Management Authority: Workers Compensation and General Liability Insurance Quarterly Payment	Risk Management Account	$66,270.00
Pacific Mobile Structures: WWTP Lab/Office Project	Sys Dev. Fee	$12,599.35

March 29, 2012 Warrant Register

Vendor	Funding Source	Amount
Arrow Construction: Jackson St. Sidewalk Project	Sys Dev Fee	$4,298.40
Dept. of Public Health: Annual Water System Fees	Water Fund	$3,427.20
Designs by Karen: Floral Arrangement for former Mayor Davidson	General Fund	$89.12
DL White Law Group: February Legal Expenditures all Matters: ▪ This expenditure was approved at the March 26 meeting	General Fund	$22,165.45
Tyler Technologies: Financial Management Software Annual Fee	General Fund	$6,629.00

FINANCIAL IMPACT:

Reductions in various funds will reflect the payment of City expenses.

ATTACHMENTS:

1. Resolution
2. Warrant Registers: 03/22/2012 & 03/29/2012

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING THE WARRANT REGISTER FOR THE CITY OF RIVERBANK

WHEREAS, I, Marisela Hernandez, being duly sworn, do hereby certify and declare that I have authorized the demands as enumerated and referred to in the foregoing Warrant Register and that the same are accurate and are just claims against the City of Riverbank, and there are funds available for payment thereof in the City Treasury.

_____
Marisela Hernandez
Finance Director

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of April , 2012; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED:

_____
Virginia Madueño
Mayor

ATTEST:

_____
Katie Lemons, Interim City Clerk

Attachments: Warrant Registers: 03/22/12 and 03/29/12

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36762	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
36762	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						63.50
36763	106-424.000-702.031	88025	A & A PORTABLES INC.	HOLDING TANK		214.22
						214.22
36764	119-442.000-705.040	104856	ALLCAL EQUIPMENT SERVI	VEHICLE MAINTENANCE		1,956.33
						1,956.33
36765	106-424.000-702.030	103096	AMERICAN VALLEY WASTE O	USED OIL REMOVAL		35.00
						35.00
36766	106-424.000-706.026	99450	ARROWHEAD	BOTTLED WATER		55.70
						55.70
36767	198-439.500-702.053	99815	AT&T-CALNET 2	COMMUNICATIONS - LRA		333.06
36767	101-405.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		95.53
36767	125-448.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		31.84
36767	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		254.74
36767	101-409.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		222.90
36767	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		63.68
36767	101-414.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		31.84
36767	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		63.68
36767	106-423.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		63.68
36767	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		31.85
						1,192.80
36768	201-000.000-200.080	100550	BLUE SHIELD OF CALIFORNI	HEALTH INSURANCE		28,840.00
						28,840.00
36769	138-461.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	LIABILITY/WORKERS' COMP		24,545.00
36769	137-460.000-706.035	05700	CENTRAL SAN JOAQUIN VAL	LIABILITY/WORKERS' COMP		41,725.00
						66,270.00
36770	101-409.000-706.026	102990	CHARTER COMMUNICATION	COMMUNICATIONS - POLICE		6.13
36770	101-412.000-704.021	102990	CHARTER COMMUNICATION	COMMUNICATIONS - PW		6.67
36770	101-402.000-703.025	102990	CHARTER COMMUNICATION	COMMUNICATIONS		53.31

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36770	101-403.000-702.032	102990	CHARTER COMMUNICATION	COMMUNICATIONS		53.31
36770	101-408.000-706.026	102990	CHARTER COMMUNICATION	COMMUNICATIONS		53.32
36770	101-407.000-702.032	102990	CHARTER COMMUNICATION	COMMUNICATIONS - TEEN		159.98
						332.72
36771	106-424.000-706.038	100854	CRWA	EDUCATION & TRAINING		250.00
						250.00
36772	134-459.000-703.027	99819	DISCOUNT SCHOOL SUPPLY	RECREATIONAL SUPPLIES		111.77
						111.77
36773	197-439.000-702.053	104609	DL WHITE LAW GROUP	LEGAL SERVICES		22.63
						22.63
36774	119-442.000-705.041	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL		211.79
36774	119-442.000-705.041	104435	E.R. VINE & SONS, INC.	VEHICLE FUEL		1,705.27
						1,917.06
36775	114-433.000-702.032	104765	EQUARIUS WATERWORKS	BATTERY & ANTENNA		417.62
						417.62
36776	102-418.000-706.026	103284	FASTENAL COMPANY	SAFETY SUPPLIES		21.41
36776	101-412.000-706.029	103284	FASTENAL COMPANY	BUILDING MAINTENANCE		62.01
36776	102-418.000-706.026	103284	FASTENAL COMPANY	BUILDING MAINTENANCE		20.37
36776	119-442.000-706.028	103284	FASTENAL COMPANY	SMALL TOOLS		23.19
						126.98
36777	101-412.000-703.024	13300	FEDEX	POSTAGE		25.31
36777	101-402.000-703.024	13300	FEDEX	POSTAGE		20.07
						45.38
36778	118-441.000-703.030	103578	GALLEGOS/AMY//	BALLET & TAP INSTRUCTOR		634.20
						634.20
36779	197-439.000-702.063	104543	GEIL ENTERPRISES, INC.	SECURITY SERVICE		10,502.64
						10,502.64
36780	101-413.000-702.030	101020	GEORGE REED, INC.	EQUIPMENT MAINTENANCE		160.44
						160.44
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		804.90

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		37.58
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		345.56
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		64.87
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		270.87
36781	106-424.000-706.028	100164	GRAINGER	SMALL TOOLS		91.36
36781	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		1,256.63
						2,871.77
36782	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		227.22
36782	220-590.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		145.64
						372.86
36783	198-439.500-706.037	100165	HOLDAWAY/MELISSA//	TRAVEL ALLOWANCE		132.00
						132.00
36784	106-423.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		10.00
36784	102-418.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		24.65
36784	114-433.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		24.19
36784	102-418.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		107.10
36784	210-467.000-707.002	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		1,392.39
36784	106-424.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		710.03
						2,268.36
36785	106-423.000-702.030	19690	HOWK SYSTEMS	EQUIPMENT MAINTENANCE		399.80
36785	114-433.000-702.030	19690	HOWK SYSTEMS	BUILDING MAINTENANCE		67.45
						467.25
36786	151-477.000-707.101	104440	INTERWEST CONSULTING GR	SIGNAL PROJECT:OAKDALE &		220.00
						220.00
36787	119-442.000-705.040	103388	IRONMAN PARTS & SERVIC	VEHICLE MAINTENANCE		400.00
36787	119-442.000-705.040	103388	IRONMAN PARTS & SERVIC	VEHICLE MAINTENANCE		400.00
						800.00
36788	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		958.70
36788	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		367.37
36788	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		133.53

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36788	197-439.000-706.029	104511	KAMPS PROPANE INC.	BUILDING MAINTENANCE		228.70
						1,688.30
36789	198-439.500-706.037	104762	LUTGE/ANDREA//	TRAVEL ALLOWANCE		132.00
						132.00
36791	173-590.000-704.021	32627	MID	UTILITIES		104.78
36791	220-590.000-704.021	32627	MID	UTILITIES		15.87
36791	220-590.000-704.021	32627	MID	UTILITIES		158.72
36791	114-433.000-704.021	32627	MID	UTILITIES		1,222.43
36791	119-442.000-704.021	32627	MID	UTILITIES		126.38
36791	220-590.000-704.021	32627	MID	UTILITIES		62.05
36791	220-590.000-704.021	32627	MID	UTILITIES		31.74
36791	173-590.000-704.021	32627	MID	UTILITIES		11.27
36791	101-413.000-704.021	32627	MID	UTILITIES		589.73
36791	114-433.000-704.021	32627	MID	UTILITIES		2,196.57
36791	114-433.000-704.021	32627	MID	UTILITIES		891.91
36791	173-590.000-704.021	32627	MID	UTILITIES		24.21
36791	220-590.000-704.021	32627	MID	UTILITIES		29.73
36791	101-412.000-704.021	32627	MID	UTILITIES		262.13
36791	101-407.000-704.021	32627	MID	UTILITIES		420.43
36791	102-418.000-704.021	32627	MID	UTILITIES		44.80
36791	119-442.000-704.021	32627	MID	UTILITIES		1,758.35
36791	171-590.000-704.021	32627	MID	UTILITIES		15.87
36791	173-590.000-704.021	32627	MID	UTILITIES		169.31
36791	220-590.000-704.021	32627	MID	UTILITIES		3,403.52
36791	223-590.000-704.021	32627	MID	UTILITIES		24.20
						11,564.00
36792	114-433.000-702.031	32615	MO - CAL	COPY COUNT - PW		110.63
36792	101-412.000-702.031	32615	MO - CAL	COPY COUNT - PW		110.63
36792	106-423.000-702.031	32615	MO - CAL	COPY COUNT - PW		110.64
36792	114-433.000-703.025	32615	MO - CAL	COPY COUNT - HIGH		3.25
36792	106-423.000-703.025	32615	MO - CAL	COPY COUNT - HIGH		3.25

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
						338.40
36793	198-439.500-706.037	103187	OLSON/DEBBIE//	TRAVEL ALLOWANCE		486.75
						486.75
36794	106-424.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		171.98
36794	114-433.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		8,985.81
36794	101-414.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		463.40
						9,621.19
36795	210-467.000-707.002	102848	PACIFIC MOBILE STRUCTURE	NEW BUILDING FOR WWTP		12,599.35
						12,599.35
36796	101-408.000-703.025	100010110	PALERMO REPORTING SERV	COPIES OF TRANSCRIPTS		1,004.96
						1,004.96
36797	101-401.000-706.033	45073	PETTY CASH	FINANCE		64.64
36797	101-412.000-706.037	45073	PETTY CASH	FINANCE		82.00
36797	101-405.000-706.037	45073	PETTY CASH	FINANCE		49.60
36797	114-433.000-704.022	45073	PETTY CASH	FINANCE		11.81
36797	106-423.000-704.022	45073	PETTY CASH	FINANCE		11.80
36797	102-418.000-706.026	45073	PETTY CASH	FINANCE		13.25
36797	101-408.000-706.014	45073	PETTY CASH	FINANCE		76.00
36797	213-597.040-702.053	45073	PETTY CASH	FINANCE		8.26
36797	114-433.000-706.038	45073	PETTY CASH	FINANCE		30.00
						347.36
36798	101-405.000-702.034	104859	PIONEER RESEARCH CORP.	SHOP MAINTENANCE		1,097.65
						1,097.65
36799	101-403.000-706.036	45091	RIVERBANK NEWS	SUBSCRIPTION FEES		35.00
						35.00
36800	119-442.000-705.040	47275	SETLIFF BROS. SERVICE	VEHICLE MAINTENANCE		214.00
						214.00
36801	106-423.000-706.028	104857	SHAPE INCORPORATED	SMALL TOOLS		210.46
						210.46
36802	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		1,006.60

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36802	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		628.60
						1,635.20
36803	197-439.000-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		18.06
36803	197-439.000-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		18.88
36803	134-459.000-703.025	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		44.45
36803	106-424.000-706.029	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		111.76
36803	198-439.500-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		59.01
36803	117-411.000-706.028	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		64.41
36803	114-433.000-702.030	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		287.42
36803	106-424.000-702.030	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		80.52
36803	197-439.000-702.053	12015	STAPLES CREDIT PLAN	OFFICE SUPPLIES		12.87
						697.38
36804	117-411.000-706.028	95028	SUNRISE ENVIRONMENTAL	BUILDING MAINTENANCE		201.64
						201.64
36805	114-433.000-706.029	104294	TAYLOR SECURITY & LOCK C	PADLOCKS		369.59
						369.59
36806	114-433.000-702.032	10000169	TOKAY SOFTWARE	ANNUAL RENEWAL		790.00
						790.00
36807	119-442.000-705.040	104763	VOLVO RENTS	VEHICLE MAINTENANCE		85.46
36807	210-467.000-707.002	104763	VOLVO RENTS	EQUIPMENT RENTAL		1,082.83
						1,168.29
36808	210-467.000-707.002	103033	WEST COAST SAND & GRAVE	CRUSHED ROCK		544.31
36808	210-467.000-707.002	103033	WEST COAST SAND & GRAVE	CRUSHED ROCK		1,555.72
						2,100.03
36809	101-403.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		40.80
36809	102-418.000-706.026	104437	WESTERN GRAPHIX	BUSINESS CARDS		40.80
36809	101-408.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		81.61
						163.21
				CHECK RUN TOTAL		**166,745.99**

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36810	119-442.000-705.040	100500	5 POINTS SMOG & TUNE-UP N	VEHICLE MAINTENANCE		31.75
						31.75
36811	197-439.000-704.021	88025	A & A PORTABLES INC.	PORTABLE RESTROOM		49.74
						49.74
36812	198-439.500-702.053	95084	ADTECH	COMPUTER MAINTENANCE		125.00
36812	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		2,600.00
36812	101-408.000-702.031	95084	ADTECH	COMPUTER MAINTENANCE		300.00
						3,025.00
36813	114-000.000-200.171	104682	ALVERNAZ INVESTMENT LL	DEPOSIT REFUND		23.55
						23.55
36814	119-442.000-705.040	103096	AMERICAN VALLEY WASTE O	REMOVAL OF USED OIL		25.00
						25.00
36815	205-473.000-707.069	104860	ARROW CONSTRUCTION	JACKSON STREET PROJECT		4,298.40
						4,298.40
36816	197-439.000-706.029	99450	ARROWHEAD	BOTTLED WATER		53.56
						53.56
36817	101-409.000-704.021	99815	AT&T-CALNET 2	COMMUNICATIONS		20.62
36817	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		75.94
						96.56
36818	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICE		12.84
36818	101-407.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICE		123.25
						136.09
36819	114-000.000-200.171	104861	BENNETT/LARRY & DIANE//	DEPOSIT REFUND		37.34
						37.34
36820	106-424.000-706.029	11123	BILLS SAFE & LOCK	BUILDING MAINTENANCE		166.30
						166.30
36821	114-000.000-200.171	104862	BIRDWELL-PENDER/LAURA//	DEPOSIT REFUND		56.57
						56.57
36822	101-414.000-706.079	104770	BURNS/DAVID//	LAUNDRY & CELL PHONE ST		70.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
					70.00
36823	114-000.000-200.171	104863	CARDOZO/RUSSELL S.//	DEPOSIT REFUND	38.70
					38.70
36824	197-439.000-704.021	11091	CITY OF RIVERBANK #2	WASTEWATER BILLING	236.61
					236.61
36825	119-442.000-705.040	102446	CNH CAPITAL	VEHICLE MAINTENANCE	229.39
					229.39
36826	119-442.000-705.041	104158	COMMERCIAL ENERGY	VEHICLE FUEL	717.03
					717.03
36827	138-461.000-706.034	1000082	COSTANZO & ASSOCIATES	LEGAL SERVICES	302.87
					302.87
36828	114-000.000-200.171	104867	DE RUIZ/GUADALUPE A.//	DEPOSIT REFUND	15.74
					15.74
36829	114-433.000-706.056	99422	DEPT. OF PUBLIC HEALTH	WATER SYSTEM FEES	3,427.20
					3,427.20
36830	101-401.000-706.033	03001	DESIGNS BY KAREN	FLORAL ARRANGEMENT	89.12
					89.12
36831	101-404.000-702.033	104609	DL WHITE LAW GROUP	CONSULTING SERVICES	22,165.45
					22,165.45
36832	114-437.000-707.010	104765	EQUARIUS WATERWORKS	WATER METER MAINTENAN	578.31
					578.31
36833	102-418.000-702.032	13010	FAR WEST	CANAL STORM RUN OFF	1,630.00
					1,630.00
36834	114-433.000-706.029	103284	FASTENAL COMPANY	BUILDING MAINTENANCE	66.04
36834	114-433.000-702.030	103284	FASTENAL COMPANY	EQUIPMENT MAINTENANCE	223.05
					289.09
36835	102-418.000-706.029	101020	GEORGE REED, INC.	BUILDING MAINTENANCE	575.17
					575.17
36836	101-457.000-702.032	10028	GIULIANI & KULL, INC.	SENIOR APARTMENTS	965.00

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36836	101-457.000-702.032	10028	GIULIANI & KULL, INC.	OAKDALE & MORRILL PROJ		3,425.00
36836	101-457.000-702.032	10028	GIULIANI & KULL, INC.	FIRST ST. STORM BASIN		5,500.00
36836	101-457.000-702.032	10028	GIULIANI & KULL, INC.	TERMINAL OVERLAY		1,140.00
						11,030.00
36837	106-424.000-706.029	100164	GRAINGER	BUILDING MAINTENANCE		192.26
						192.26
36838	114-433.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		226.56
36838	114-433.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		184.69
36838	114-433.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		43.13
36838	114-433.000-702.030	17950	GROENIGER #1423	EQUIPMENT MAINTENANCE		1,321.84
						1,776.22
36839	101-414.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		1,250.00
36839	101-414.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		61.32
						1,311.32
36840	114-000.000-200.170	104211	HALL/GARY//	OVERPAYMENT REFUND		17.15
36840	114-000.000-200.171	104211	HALL/GARY//	DEPOSIT REFUND		42.85
						60.00
36841	101-404.000-702.032	100808	HALLINAN/TOM//	RETAINER FOR JAN-MARCH 2		12,825.00
						12,825.00
36842	197-439.000-704.021	104288	HETCH HETCHY WATER & P	UTILITIES		23,317.56
						23,317.56
36843	101-407.000-706.029	100459	HILLYARD-SACRAMENTO	BUILDING MAINTENANCE		655.17
						655.17
36844	114-433.000-702.030	100312	HOME DEPOT CREDIT SERVI	EQUIPMENT MAINTENANCE		369.79
						369.79
36845	114-000.000-200.171	104548	JOHNSON/HEIDI//	DEPOSIT REFUND		20.56
						20.56
36846	197-439.000-706.029	104622	KERN OIL FILTER RECYCLIN	BUILDING MAINTENANCE		45.00
						45.00
36847	198-439.500-702.053	104710	KKI CORPORATION	COMPUTER MAINTENANCE		2,055.85

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time: AMOUNT
36847	197-439.000-702.053	104710	KKI CORPORATION	COMPUTER MAINTENANCE	2,127.27
					4,183.12
36848	197-439.000-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES	8,580.60
					8,580.60
36849	173-590.000-704.021	32627	MID	UTILITIES	80.80
36849	101-414.000-704.021	32627	MID	UTILITIES	493.38
					574.18
36850	118-441.000-707.002	100139	MITY-LITE INC	BUILDING MAINTENANCE	2,562.32
					2,562.32
36851	114-433.000-702.031	32615	MO - CAL	COPY COUNT - HIGH	153.69
36851	106-423.000-702.031	32615	MO - CAL	COPY COUNT - HIGH	153.68
					307.37
36852	213-597.040-702.053	32620	MODESTO BEE	ADVERTISEMENT	245.11
					245.11
36853	106-424.000-702.030	104858	MOORE'S ELECTRONICS	EQUIPMENT MAINTENANCE	650.00
					650.00
36854	101-407.000-702.032	88042	NORQUIST	HEATING & AIR MAINTENANC	911.50
					911.50
36855	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	2,782.22
36855	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	216.80
36855	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	208.16
36855	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	335.27
36855	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	9.86
36855	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	9.86
36855	197-439.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES	8.12
					3,570.29
36856	118-000.000-200.150	104865	PEREZ/FELIX//	REFUND	375.00
					375.00
36857	134-459.000-703.027	45073	PETTY CASH	PARKS & RECS	146.92
					146.92

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36858	101-412.000-706.036	104864	PUBLIC CONSTRUCTION LA	BOOKS & EDUCATION		89.02
						89.02
36859	114-000.000-200.171	104866	RAU/CHRISTOPHER//	DEPOSIT REFUND		43.43
						43.43
36860	114-000.000-200.171	103547	REGENCY REAL ESTATE	DEPOSIT REFUND		56.56
						56.56
36861	101-408.000-703.023	102491	RIVERBANK NEWS	SUBSCRIPTION FEE		35.00
						35.00
36862	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST - UTILITIES (FEB		388.06
36862	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST - UTILITIES (JAN)		430.15
36862	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	SPLIT COST - JANITORIAL		39.38
						857.59
36863	196-496.000-707.003	104870	SEE'S CANDY SHOPS, INC.	FUNDRAISER		684.00
						684.00
36864	118-441.000-703.030	103555	SHEWMAKER/RON//	TAI CHI INSTRUCTOR		50.40
						50.40
36865	119-442.000-706.040	40022	STANISLAUS COUNTY DEPAR	PERMITS & LICENSES		984.00
						984.00
36866	201-000.000-200.082	1000039	STANISLAUS FOUNDATION	DENTAL LIABILITY		2,232.80
						2,232.80
36867	114-000.000-200.171	104868	STATE OF CALIFORNIA DEPT	DEPOSIT REFUND		53.43
						53.43
36868	101-407.000-706.029	104871	SUPER CLEAN SERVICES	BUILDING MAINTENANCE		795.00
						795.00
36869	106-424.000-702.030	101207	TELEDYNE ISCO, INC.	EQUIPMENT MAINTENANCE		143.35
						143.35
36870	201-000.000-200.086	104161	THE LINCOLN NATIONAL LI	LIFE INSURANCE		810.95
						810.95
36871	114-433.000-702.030	100120	TILBURY AUTO PARTS	EQUIPMENT MAINTENANCE		8.18

CHECK #	GL NUMBER	VENDOR #	VENDOR NAME	DESCRIPTION	Time:	AMOUNT
36871	119-442.000-705.040	100120	TILBURY AUTO PARTS	VEHICLE MAINTENANCE		24.21
36871	119-442.000-705.040	100120	TILBURY AUTO PARTS	VEHICLE MAINTENANCE		9.07
						41.46
36872	118-441.000-703.030	103393	TORRES/DAISY E.//	BALLET FOLKLORICO INSTR		604.80
						604.80
36873	114-000.000-200.171	104869	TRUJILLO/JUAN//	DEPOSIT REFUND		42.70
						42.70
36874	101-403.000-702.030	102948	TYLER TECHNOLOGIES	SOFTWARE RENEWAL		6,629.00
						6,629.00
36875	198-439.500-702.053	11011	US BANCORP	LANIER COPIER		254.68
36875	114-433.000-702.031	11011	US BANCORP	LANIER COPIER		101.87
36875	101-412.000-702.031	11011	US BANCORP	LANIER COPIER		101.87
36875	106-423.000-702.031	11011	US BANCORP	LANIER COPIER		101.88
						560.30
36876	201-000.000-200.084	56390	VISION SERVICE PLAN	VISION PREMIUM		843.03
						843.03
36877	101-414.000-706.079	104814	WESSON/JACQUES//	LAUNDRY & CELL PHONE ST		70.00
						70.00
36878	197-439.000-706.029	99962	WILSON TECHNOLOGIES	TELEPHONE MAINTENANCE		87.50
						87.50
				CHECK RUN TOTAL		**127,788.15**

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.E

SECTION 3: CONSENT CALENDAR

Meeting Date: April 9, 2012

Subject/ Title: **Resolution** Authorizing the Execution of a Master Agreement with Pacific Gas & Electric for the Energy Saving LED Street Light Project

Submitted by: JD Hightower, Director Development Services

City Manager Approval: _____

RECOMMENDATION:

Approve the resolution by roll call vote on the Consent Calendar.

SUMMARY:

The City has been awarded an Energy Efficiency Block Grant (EEBG) by the California Energy Commission in the sum of $267,381.00 to replace many of the City's older, less energy efficient street light fixtures with energy efficient Light Emitting Diode (LED) green technology. This work would be done in partnership with Pacific Gas & Electric (PG&E).

A resolution authorizing the acceptance of the grant funding and the execution of an agreement to complete the LED Street Light Project has been prepared for City Council consideration. With City Council approval, the City and PG&E will complete the work by September 30, 2012, consistent with the grant parameters. It is possible that the City could receive additional funds from the California Energy Commission if other previously approved projects cannot be completed or other cost savings are achieved. This would be helpful as the cost to replace all 949 street lights is estimated to be approximately $540,000. Therefore, approximately 40 to 50% of the City's street lights can be improved with initial grant award.

Additional funding by the California Energy Commission may be allocated as other previously approved projects are either dropped or have achieved costs savings. The approval of the resolution to enter into an agreement between the City and PG&E will formally approve this cost saving opportunity and allow the project to immediately commence as all EEGB programs must be completed by September 30, 2012.

This project would move the City in a positive direction towards carrying out the General Plan Conservation and Open Space Policy CONS-8.3 that pertains to the City incorporating conservation practices and sustainable energy sources in existing and new city facilities.

FISCAL IMPACT:

There is no matching fund requirement to receive the grant award. As a result, the budget can be adjusted to reflect the added revenue and associated project expenditures. The City will also experience operational cost savings when the new lights are installed.

ATTACHMENTS:

1. Resolution
2. PG&E Master Agreement

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR THE ENERGY SAVING LED STREET LIGHT PROJECT

WHEREAS, the City of Riverbank General Plan Conservation and Open Space Policy 8.7 states that, "The City will incorporate conservation practices and sustainable energy sources in existing and new City facilities"; and

WHEREAS, the City of Riverbank, in partnership with Pacific Gas and Electric (PG&E), has been awarded a grant from the California Energy Commission (CEC) in the amount of $267,381 for the purpose of installing energy efficient street lights; and

WHEREAS, the City of Riverbank accepts the grant award from CEC and plans to use the funds to change street lights to energy efficient LED lights; as funding allows; and

WHEREAS, PG&E and the City of Riverbank will work together to complete the the LED Street Light Project consistent with grant requirements as funding is allocated and approved by the California Energy Commission.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Riverbank hereby accepts grant funding from the California Energy Commission and authorizes the City Manager to execute the agreement with PG&E to complete the LED Street Light Project upon the approval as to form by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of April, 2012; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ___:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

_____
Katie Lemons,
Interim City Clerk

APPROVED:

_____
Virginia Madueño
Mayor

Attachment: PG&E Master Agreement

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 Riverbank with offices at 2901 High St., Riverbank, CA ("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.

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

CUSTOMER	PACIFIC GAS AND ELECTRIC COMPANY
Name: _____	Name: Roxanne Fong
Title: _____	Title: Manager
Signature: _____	Signature:
Date: _____	Date: 2/2/12

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 Riverbank ("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 Riverbank ("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.RetentionofRecords

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,StateandMunicipalRequirements

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.StateNondiscriminationStatementofCompliance

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.NoticeRegardingthePurchaseofAmerican-MadeEquipmentandProducts–Senseof 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.NondiscriminationClause

This award is subject to the provisions of10 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.CertificationsRegardingLobbyingandDebarment,SuspensionandOtherResponsibility 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.LobbyingRestrictions

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.NationalPolicyAssurances

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.FederalIntellectualPropertyProvisionsandContactInformation

(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

h.Decontaminationand/orDecommissioning(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.ResolutionofConflictingTerms

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.SpecificRequirementtoSubmitWasteManagementPlan

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.CashManagementImprovementAct

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-awardees 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 2009

a.ARRA-FundedProject

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.SegregationofCostsandRecords

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.ProhibitiononUseofARRAFunds

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.AccesstoRecords

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.ProtectingStateandLocalGovernmentandContractorWhistleblowers

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.InformationinSupportofARRAReporting

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.FalseClaimsAct

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.ReportingandRegistrationRequirementsunderSection1512ofARRA

(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.WageRateRequirementsunderSection1606ofARRA

In accordance with ARRA, Section 1606, PG&E assures that it and its sub-awardees/vendors shall fully comply with said Section and not withstanding 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-BaconActandContractWorkHoursandSafetyStandardsAct

(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 Riverbank.

(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 advice 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.ARRATransactionsListedinScheduleofExpendituresofFederalAwards

(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.RecognitionofARRAfunding

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 Riverbank ("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

Address: 2901 High St Riverbank, CA 95367.
_____

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.

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: Matthew Bergh
Address: 245 Market Street, Mail Code N10D, San Francisco, CA
Telephone: 415-973-7065 or 925-708-9522
Email: mgbb@pge.com

Customer's primary business contact for this Proposal:

Name: Michael Riddell
Title: Deputy Development Services Director
Address: 2901 High St., Riverbank, CA
Phone: (209) 869-7128
Email: mriddell@riverbank.org

CUSTOMER'S BILLING CONTACT:

Customer's billing contact for this Proposal:

Name: Michael Riddell
Title: Deputy Development Services Director
Address: 2901 High St., Riverbank, CA
Phone: (209) 869-7128
Email: mriddell@riverbank.org

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.

CUSTOMER	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 Riverbank ("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.

CUSTOMER	PACIFIC GAS AND ELECTRIC COMPANY
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

EXHIBIT D
MANUFACTURER'S WARRANTY INFORMATION

Streetlightmanufacturer'scontactinformation:

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

Photocontrolwarrantor'scontactinformation:

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.

The Beta LED Commitment

Limited LED Product and Driver
We warrant to the original purchaser, with proof of purchase, its delivered products should be free from defects in the material and workmanship for up to (5) years from date of installation.

We will repair, or at our option, replace the defective product during the standard warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product.

Limited LED Warranty
We warranty to the original purchaser, with proof of purchase, its supplied LEDs for (5) years from date of installation. Beta Lighting will repair, or at our option, replace the defective fixture during the stated warranty period should there be greater than 3 simultaneous LED failures per fixture. "Failure" is considered a non operating LED. This warranty excludes field labor or service charges related to the repair or replacement of the product.

Limited Finish Warranty
We will warrant to the original purchaser, with proof of purchase, its DeltaGuard® finish for a period of 10 years from date of installation. We will repair, or at our option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. This warranty applies only to the DeltaGuard finish and only when the product bearing the DeltaGuard finish is properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the DeltaGuard finish.

Pacific Gas and Electric Company

RIPLEY 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.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	April 9, 2012
Subject/ Title:	**Ordinance** Amending Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions of the City of Riverbank Code of Ordinances. (**First Reading and Introduction by Title)**
Submitted by:	Marisela Hernandez, Director of Finance
City Manager Approval:	_____

RECOMMENDATION:

Conduct the public hearing and approve the first reading of the ordinance amending Title XI: Chapter 110: Section 110.08 by roll call vote to exempt City contract class providers from the business license requirement.

SUMMARY:

The City's Recreation Department engages independent contractors to provide the community a variety of programs such as Ballet Folklorico, Zumba, and Tai-Chi. For years, it was assumed that the class instructors did not need a business license because they were offering City sponsored programs. During the last year, the applicable sections of the Municipal Code were reviewed and it was determined that the instructors are required to obtain a business license, and pay the associated fee of $75.00. The license would be required because the instructors would fall into the broad category of business owners who offer services in the City of Riverbank. In practice, they are typically individuals or small business owners with an expertise or passion in a particular subject area with a desire to share it with others.

When informed that they would need to obtain a business license and pay the fee, many of the instructors indicated that it would no longer be worth their while to provide classes. They were not in a position to absorb the cost of the fee and expressed concern that raising the cost of the class to cover the fee would price participants out of the market.

In order to maintain a wide variety of class offerings, it must be financially feasible for the instructors to partner with the City. This is done by allowing the instructor to maintain 70% of the collected fees and the City retains 30% of the fees. As a result, the instructors have an incentive to offer and promote their classes; and the City is able to offset its costs while offering residents access to a diverse array of classes. The $75 annual business license fee could discourage contract class instructors from offering their services in Riverbank. This seems counterproductive in consideration of the City's desire to provide as many services as possible in a cost effective and business friendly manner.

PROPOSED BUSINESS LICENSE EXEMPTION:

In order to continue to provide a variety of contract classes to the community, it is proposed that the City amend the municipal code by amending Municipal Code Title XI: Section 110. 08 (Exceptions) by adding the following clause:

> *Independent contractors retained by the City for the express purpose of providing recreational services and programs on behalf of the City's Parks & Recreation Department, shall also be exempt.*

If the City Council approves the proposed amendment, the clause would be listed in the section that identifies the exceptions to Municipal Code Title XI; Section 110.04 License and Tax Payment Required of the City of Riverbank Code of Ordinances, which states the following:

(A) It shall be unlawful for any person to commence, establish, maintain or carry on any business enterprise, whatever, in the city:

1) Without first obtaining a license from the city, whether the business enterprise or the person is subject to a city license tax under this chapter or not.

In the event that the City Council approves the proposed exemption, it is important to document that this action does not change the relationship between the City and the independent contractors that provide classes on a periodic basis to the community. The independent contractors remain independent and are not employees of the City and there is no intent to make them employees of the City.

The proposed revision to the Municipal Code will allow the City to continue to work with independent contractors to provide a wide range of contract classes to the community using a service delivery model that has proven to be a cost effective way to provide services that benefit the community.

FINANCIAL IMPACT:

Adoption of this amendment will result in a slight loss of revenue to the General Fund; however, it will allow the City to continue to provide a wide range of contract classes to

the community in a cost effective manner. If the fee is not waived, the revenues associated with contract classes are expected to dramatically decrease.

ATTACHMENTS:

1. Ordinance

CITY OF RIVERBANK

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK AMENDING TITLE XI: BUSINESS REGULATIONS, CHAPTER 110: BUSINESS LICENSE TAX, SECTION 110.08 EXCEPTIONS, OF THE CITY OF RIVERBANK CODE OF ORDINANCES

The City Council of the City of Riverbank does hereby ordain as follows:

Title XI: Business Regulations, Chapter 110: Business License Tax, Section 110.08 Exceptions, of the Riverbank City Code shall be amended to read as follows:

§ 110.08 Exceptions

(A) Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or the State from the payment of such taxes as are herein prescribed.

(B) Any person claiming an exemption pursuant to this section shall file a sworn statement with the Collector stating the facts upon which exemption is claimed, and in the absence of such statement substantiating the claim, such person shall be liable for the payment of the taxes imposed by this chapter.

(C) The Collector shall, upon a proper showing contained in the sworn statement, issue a license to such person claiming exemption under this section without payment to the city of the license tax required by this chapter.

(D) The Collector, after giving notice and a reasonable opportunity for a hearing to a licensee, may revoke any license granted pursuant to the provision of this section upon information that the licensee is not entitled to the exemption as provided herein.

(E) Persons engaged in the rental of real property, provided that the average monthly gross receipts from all rentals does not exceed $1,000 and that the number of rental units does not exceed ten, shall also be exempt.

(F) Any public utility possessing a franchise granted by the city, and making an annual payment under such franchise, shall not be subject to the provisions of this chapter.

(G) The City Council may exempt a nonprofit corporation, association, club or society, from the payment of the license tax, upon showing of good cause.

(H) Independent contractors retained by the City for the express purpose of providing recreational services and programs on behalf of the City Parks & Recreation Department, shall also be exempt.

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Riverbank held on April 9, 2012. Said ordinance was given a second reading at a regular meeting of said Council on April 23, 2012 and Council member _____ seconded by Councilmember _____, moved the adoption of said ordinance and upon roll call was carried by the following ___ vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

_____
Katie Lemons
Interim City Clerk

APPROVED:

_____
Virginia Madueño
Mayor