

City of Greenfield

599 El Camino Real
Greenfield, CA 93927

City Council Meeting Agenda November 10, 2015 6:00 P.M.

Mayor John Huerta, Jr.

Mayor Pro-Tem, Raul Rodriguez

Councilmembers

Lance Walker

Avelina Torres

Leah Santibanez

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in City Council meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Please turn off cell phones and pagers.

A. CALL TO ORDER

B. ROLL CALL – CITY COUNCIL

Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibanez

C. INVOCATION BY PASTOR JIM KILGORE

D. PLEDGE OF ALLEGIANCE

**City Council Meeting Agenda
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E. AGENDA REVIEW

F. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Council on any items not on closed session, consent calendar, public hearings, and city council business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Council regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

G. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt.

G-1. APPROVE City of Greenfield Warrants #297620 through #297748 and Bank Drafts #1463 through #1510 in the amount of \$448,385.36 – **Page 1**

G-2. APPROVE Minutes of the October 13, 2015 City Council Meeting and October 27, 2015 Special City Council Meeting – **Page 24**

H. MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

H-1. CERTIFICATE OF APPRECIATION to Brent Slama, Greenfield Little League President

H-2. LEGISLATIVE UPDATE by Assemblyman Luis Alejo

H-3. PRESENTATION by Jenny Mitchell Regarding Tri-Cities Annual Performance Review – **Page 34**

I. CONTINUED - PUBLIC HEARING

I-1. PUBLIC HEARING- Consideration of Greenfield – Field of Greens Energy Program – **Page 49**

a. Staff Report

b. Open Public Hearing

c. Continue Public Hearing

d. City Council Comments / Review

Staff Recommended Action – Approval of Resolution #2015-66

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J. CITY COUNCIL BUSINESS

- J-1. ADOPT** A Resolution of the City Council of the City of Greenfield to Obtain Financing for the Acquisition and Installation of Energy-Saving Equipment from PNC Equipment Finance, LLC – **Page 113**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action** – Approval of Resolution #2015-67
- J-2. ADOPT** A Resolution of the City Council of the City of Greenfield Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with Prepayment of an Outstanding 2006 Lease Agreement with WestAmerica Bank and Authorizing and Directing Certain Actions with Respect Thereto – **Page 120**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action** – Approval of Resolution #2015-68
- J-3. CONSIDERATION** of a Work Force Board Lease – **Page 194**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action** – Approve Lease
- J-4. FIRST READING AND INTRODUCTION** of An Ordinance Adding Chapter 15.28 to the City of Greenfield Municipal Code Establishing an Expedited Permitting Procedure for Small Residential Rooftop Solar Systems – **Page 208**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action** – First Reading and Introduction
- J-5. CONSIDERATION** of an Agreement with Burton & Associates to Conduct a Water and Wastewater Revenue Sufficiency Analysis in Accordance with the Designated Project Work Plan– **Page 215**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action** – Approve Agreement

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- J-6. ADOPT** a Resolution of the City Council of the City of Greenfield Authorizing the Execution of an Agreement with the State of Board of Equalization for Implementation of the Local Prepaid Mobile Telephony Services Collection Act and a Resolution of the City Council of the City of Greenfield Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records – **Page 227**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action – Approval of Resolutions #2015-69 and #2015-70**
- J-7. ADOPT** A Resolution of the City Council of the City of Greenfield Approving the Memorandum of Understanding Dated July 1, 2015 Between the City of Greenfield and the Service Employees' International Union – Local 521, CTW/CLC for the Period of July 1, 2015 – June 30, 2018– **Page 241**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action – Approval of Resolution #2015-71**
- J-8. ADOPT** A Resolution of the City Council of the City of Greenfield Approving the Memorandum of Understanding Dated October 15, 2015 Between the City of Greenfield and the Greenfield Police Officers' Association for the Period of of July 1, 2015 – June 30, 2017 – **Page 302**
- a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action
- Staff Recommended Action – Approval of Resolution #2015-72**

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- J-9. **ADOPT** A Resolution of the City Council of the City of Greenfield Approving the Memorandum of Understanding Dated October 30, 2015 Between the City of Greenfield and the Greenfield Police Supervisors' Association for the Period of July 1, 2015 – June 30, 2017 – **Page 319**
 - a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action**Staff Recommended Action – Approval of Resolution #2015-73**

- K. **ADJOURN TO CLOSED SESSION**
 - K-1. **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**
 - K-2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION
TITLE: CITY MANAGER**

- L. **RECONVENE TO OPEN SESSION**

- M. **BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS
ATTENDED BY MAYOR AND CITY COUNCIL**
 - a. League of California Cities Monterey Bay Division
 - b. Association of Monterey Bay Area Governments
 - c. Transportation Agency for Monterey County
 - c-1 – TAC Report
 - d. Salinas Valley Solid Waste Authority
 - e. Mayor Selection Committee
 - f. Monterey Salinas Transit
 - g. Budget and Finance Committee
 - h. Code Enforcement Board
 - i. Planning Commission
 - j. Recreation and Special Events Committee
 - k. Parks Committee

- N. **COMMENTS FROM CITY COUNCIL**

- O. **CITY MANAGER REPORT**

- P. **ADJOURNMENT**

This agenda is dually posted outside City Hall and on the City of Greenfield web site
www.ci.greenfield.ca.us



Greenfield, CA

Check Report

By Check Number

Date Range: 10/10/2015 - 11/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
03938	ACCOUNTEMPS	10/20/2015	Regular	0.00	2,456.56	297620
00109	ADAMSON POLICE PRODUCTS	10/20/2015	Regular	0.00	12,360.16	297621
01009	ADVANTAGE LASER PRODUCTS, INC.	10/20/2015	Regular	0.00	246.21	297622
03963	AMERIPRIDE	10/20/2015	Regular	0.00	447.79	297623
00204	BEN-E-LECT	10/20/2015	Regular	0.00	10,634.41	297624
00201	BEN-E-LECT	10/20/2015	Regular	0.00	50.00	297625
03939	CENTRAL DRUG SYSTEM	10/20/2015	Regular	0.00	104.00	297627
00305	CHEVRON, U.S.A.	10/20/2015	Regular	0.00	277.34	297628
00752	CITY OF GREENFIELD	10/20/2015	Regular	0.00	8,061.13	297629
00314	COASTAL TRACTOR	10/20/2015	Regular	0.00	103.96	297631
03052	COBRA GUARD, INC.	10/20/2015	Regular	0.00	41.95	297632
00374	CODE PUBLISHING COMPANY	10/20/2015	Regular	0.00	175.60	297633
03898	CWEA-MBS	10/20/2015	Regular	0.00	80.00	297634
00444	DAN'S TIRE & AUTO SERV	10/20/2015	Regular	0.00	89.95	297635
00461	DATAFLOW BUSINESS SYSTEMS	10/20/2015	Regular	0.00	135.83	297636
00487	DIRECT TV	10/20/2015	Regular	0.00	45.03	297637
04030	EUGENE PLASKETT	10/20/2015	Regular	0.00	462.00	297638
00610	FEDERAL EXPRESS	10/20/2015	Regular	0.00	52.48	297639
00631	FERGUSON ENTERPRISES INC. 795	10/20/2015	Regular	0.00	45.62	297640
00647	FIRST NIGHT MONTEREY, INC.	10/20/2015	Regular	0.00	5,000.00	297641
00321	FRANCISCO CEJA	10/20/2015	Regular	0.00	150.00	297642
03951	Government Staffing Services, Inc.	10/20/2015	Regular	0.00	2,565.00	297643
00720	GRAINGER	10/20/2015	Regular	0.00	435.46	297644
00721	GREENFIELD TRUE VALUE	10/20/2015	Regular	0.00	276.42	297645
03998	GREGORY ALLEN	10/20/2015	Regular	0.00	-2,590.00	297646
03998	GREGORY ALLEN	10/20/2015	Regular	0.00	2,590.00	297646
00820	HOME DEPOT CREDIT SERVICES	10/20/2015	Regular	0.00	330.05	297647
00803	HYDRO TURF, INC.	10/20/2015	Regular	0.00	43.92	297648
03899	INTERNATIONAL COUNCIL OF SHOPPING CENTER	10/20/2015	Regular	0.00	250.00	297649
00907	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERK	10/20/2015	Regular	0.00	155.00	297650
00931	IZZY'S AUTO REPAIR	10/20/2015	Regular	0.00	28.00	297651
04028	JESSICA BARRZA	10/20/2015	Regular	0.00	10.00	297652
04032	JOSE F. CABALLERO	10/20/2015	Regular	0.00	300.00	297653
01113	KELLY-MOORE PAINT COMPANY	10/20/2015	Regular	0.00	104.07	297654
01103	KING CITY VETERINARY HOSPITAL	10/20/2015	Regular	0.00	41.00	297655
03106	L+G, LLP Attorneys at Law	10/20/2015	Regular	0.00	7,360.65	297656
13015	MNS ENGINEERS, INC.	10/20/2015	Regular	0.00	12,264.80	297657
13006	MONTEREY BAY AREA SELF INSURANCE AUTHORI	10/20/2015	Regular	0.00	2,203.26	297658
01348	MONTEREY COUNTY INFORMATION TECHNOLOG	10/20/2015	Regular	0.00	787.25	297659
01365	MOSS, LEVY & HARTZHEIM	10/20/2015	Regular	0.00	5,000.00	297660
01506	OFFICE DEPOT	10/20/2015	Regular	0.00	962.51	297661
01517	OFFICE TEAM	10/20/2015	Regular	0.00	701.56	297662
01532	O'REILLY AUTO PARTS	10/20/2015	Regular	0.00	9.29	297663
04031	OSCAR ALVAREZ	10/20/2015	Regular	0.00	861.93	297664
03897	PACIFIC COAST LAND DESIGN, INC.	10/20/2015	Regular	0.00	55,383.83	297665
01601	PACIFIC GAS & ELECTRIC	10/20/2015	Regular	0.00	11,144.88	297666
04029	PACO'S TOWING	10/20/2015	Regular	0.00	120.00	297667
01629	PARTS & SERVICE CENTER	10/20/2015	Regular	0.00	227.24	297668
01630	PINNACLE HEALTHCARE	10/20/2015	Regular	0.00	495.00	297669
01677	PRAXAIR DISTRIBUTION, INC.	10/20/2015	Regular	0.00	91.24	297670
01853	REDSHIFT	10/20/2015	Regular	0.00	207.96	297671
02367	ROBIN WARBEY CONSULTING	10/20/2015	Regular	0.00	4,913.42	297672
01999	SALINAS VALLEY SOLID WASTE AUTHORITY	10/20/2015	Regular	0.00	44,802.74	297673
19020	SAN BENITO SUPPLY	10/20/2015	Regular	0.00	213.41	297674

Check Report

Date Range: 10/10/2015 - 11/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19011	SDI COMPANY	10/20/2015	Regular	0.00	15.27	297675
19028	SHORE CHEMICAL COMPANY, INC.	10/20/2015	Regular	0.00	1,713.32	297676
01933	SMITH & ENRIGHT LANDSCAPING	10/20/2015	Regular	0.00	14,508.04	297677
01998	STANDARD INSURANCE COM	10/20/2015	Regular	0.00	986.82	297678
03895	TONY ACOSTA	10/20/2015	Regular	0.00	120.00	297679
00634	TYLER TECHNOLOGIES	10/20/2015	Regular	0.00	4,000.00	297680
02201	VEGETABLE GROWERS SUPPLY	10/20/2015	Regular	0.00	200.38	297681
03941	WILLIAM C. STATLER	10/20/2015	Regular	0.00	862.50	297682
03998	GREGORY ALLEN	10/20/2015	Regular	0.00	5,180.00	297683
00713	G P O A	10/22/2015	Regular	0.00	600.00	297684
00795	GREENFIELD POLICE SUPERVISORS	10/22/2015	Regular	0.00	200.00	297685
01911	SEIU 521	10/22/2015	Regular	0.00	318.39	297686
03938	ACCOUNTEMPS	11/03/2015	Regular	0.00	1,930.09	297687
03963	AMERIPRIDE	11/03/2015	Regular	0.00	112.43	297688
00215	ANTHEM - BLUE CROSS	11/03/2015	Regular	0.00	35,971.00	297689
00603	ARTURO FELIX	11/03/2015	Regular	0.00	64.43	297691
00101	AT&T	11/03/2015	Regular	0.00	70.62	297692
00134	AT&T MOBILITY	11/03/2015	Regular	0.00	11.25	297693
00204	BEN-E-LECT	11/03/2015	Regular	0.00	17,502.36	297694
00396	CASEY PRINTING	11/03/2015	Regular	0.00	2,119.45	297696
00444	DAN'S TIRE & AUTO SERV	11/03/2015	Regular	0.00	365.54	297697
00461	DATAFLOW BUSINESS SYSTEMS	11/03/2015	Regular	0.00	74.40	297698
00610	FEDERAL EXPRESS	11/03/2015	Regular	0.00	114.43	297699
00653	FOOD 4 LESS	11/03/2015	Regular	0.00	8.36	297700
03951	Government Staffing Services, Inc.	11/03/2015	Regular	0.00	6,555.00	297701
00725	GREEN RUBBER-KENNEDY AG	11/03/2015	Regular	0.00	312.37	297702
00721	GREENFIELD TRUE VALUE	11/03/2015	Regular	0.00	395.59	297703
03998	GREGORY ALLEN	11/03/2015	Regular	0.00	5,180.00	297704
01012	HARRIS CORPORATION PSPC	11/03/2015	Regular	0.00	15,053.61	297705
00803	HYDRO TURF, INC.	11/03/2015	Regular	0.00	202.54	297706
01103	KING CITY VETERINARY HOSPITAL	11/03/2015	Regular	0.00	883.00	297707
03106	L+G, LLP Attorneys at Law	11/03/2015	Regular	0.00	5,309.50	297708
03923	Liebert Cassidy Whitmore	11/03/2015	Regular	0.00	1,598.00	297709
01258	LOZANO SMITH	11/03/2015	Regular	0.00	758.50	297710
13023	MARLIN LEASING	11/03/2015	Regular	0.00	490.44	297711
01343	MEYERS, NAVE, RIBACK, SILVER	11/03/2015	Regular	0.00	3,571.96	297712
13015	MNS ENGINEERS, INC.	11/03/2015	Regular	0.00	787.50	297713
01506	OFFICE DEPOT	11/03/2015	Regular	0.00	161.28	297714
01532	O'REILLY AUTO PARTS	11/03/2015	Regular	0.00	201.74	297715
01601	PACIFIC GAS & ELECTRIC	11/03/2015	Regular	0.00	35,267.52	297716
01629	PARTS & SERVICE CENTER	11/03/2015	Regular	0.00	273.36	297717
03988	PET SPECIALISTS OF MONTEREY	11/03/2015	Regular	0.00	169.70	297718
01630	PINNACLE HEALTHCARE	11/03/2015	Regular	0.00	320.00	297719
01813	RAINBOW PRINTING	11/03/2015	Regular	0.00	341.08	297720
01978	SAFETY-KLEEN CORP.	11/03/2015	Regular	0.00	220.30	297721
01999	SALINAS VALLEY SOLID WASTE AUTHORITY	11/03/2015	Regular	0.00	5,000.00	297722
19020	SAN BENITO SUPPLY	11/03/2015	Regular	0.00	459.49	297723
04010	SC FUELS	11/03/2015	Regular	0.00	7,996.42	297724
01933	SMITH & ENRIGHT LANDSCAPING	11/03/2015	Regular	0.00	2,266.36	297725
19026	SONIAN, INC.	11/03/2015	Regular	0.00	198.00	297726
03882	SPCA FOR MONTEREY COUNTY	11/03/2015	Regular	0.00	12,118.74	297727
00386	STATE OF CA DEPT. OF JUSTICE	11/03/2015	Regular	0.00	1,572.00	297728
01957	SWRCB - OFFICE OF OPERATOR CER	11/03/2015	Regular	0.00	70.00	297729
02071	TELCO AUTOMATION, INC.	11/03/2015	Regular	0.00	1,623.00	297731
02029	TELEDYNE INSTRUMENTS, INC.	11/03/2015	Regular	0.00	254.73	297732
00634	TYLER TECHNOLOGIES	11/03/2015	Regular	0.00	1,365.00	297733
03987	U.S. BANK	11/03/2015	Regular	0.00	13,322.10	297734
02241	VAL'S PLUMBING AND HEATING	11/03/2015	Regular	0.00	687.00	297739
02201	VEGETABLE GROWERS SUPPLY	11/03/2015	Regular	0.00	132.04	297740
02210	VERIZON WIRELESS	11/03/2015	Regular	0.00	268.94	297741
02233	VISION TECHNOLOGY SOLUTIONS	11/03/2015	Regular	0.00	243.10	297742

Check Report

Date Range: 10/10/2015 - 11/05/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02372	WALLACE GROUP	11/03/2015	Regular	0.00	3,714.50	297743
04027	WASSON'S CLEANING AND RESTORATION	11/03/2015	Regular	0.00	1,360.00	297744
00752	CITY OF GREENFIELD	11/05/2015	Regular	0.00	55.00	297745
00713	G P O A	11/05/2015	Regular	0.00	600.00	297746
00795	GREENFIELD POLICE SUPERVISORS	11/05/2015	Regular	0.00	200.00	297747
01911	SEIU 521	11/05/2015	Regular	0.00	317.75	297748
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	300.00	DFT0001463
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	300.00	DFT0001464
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	550.00	DFT0001465
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	100.00	DFT0001466
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	425.00	DFT0001467
00431	DEPT OF CHILD SUPPORT SERVICES	10/23/2015	Bank Draft	0.00	1,377.68	DFT0001468
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	832.86	DFT0001469
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	3,019.38	DFT0001470
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	12,642.10	DFT0001471
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	3,735.76	DFT0001472
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	11,886.03	DFT0001473
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	-100.00	DFT0001474
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	-24.50	DFT0001475
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	-78.96	DFT0001476
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	-337.60	DFT0001477
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	-40.34	DFT0001478
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	-173.58	DFT0001479
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	120.34	DFT0001481
01916	STATE STREET BANK & TRUST CO.	10/23/2015	Bank Draft	0.00	100.00	DFT0001482
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	24.50	DFT0001483
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	78.96	DFT0001484
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	337.60	DFT0001485
00384	STATE OF CALIFORNIA EDD	10/23/2015	Bank Draft	0.00	40.34	DFT0001486
03103	Internal Revenue Service	10/23/2015	Bank Draft	0.00	173.58	DFT0001487
00107	AMERICAN FAMILY LIFE	11/05/2015	Bank Draft	0.00	860.06	DFT0001510

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	260	120	0.00	414,826.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,590.00
Bank Drafts	25	25	0.00	36,149.21
EFT's	0	0	0.00	0.00
	285	146	0.00	448,385.36

Fund Summary

Fund	Name	Period	Amount
999	CASH CONTROL	10/2015	257,303.78
999	CASH CONTROL	11/2015	191,081.58
			<hr/>
			448,385.36



Greenfield, CA

Expense Approval Report

By Fund

Payment Dates 10/10/2015 - 11/5/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ANTHEM - BLUE CROSS	297689	11/03/2015	NOVEMBER 2015	100-22320	35,971.00
KING CITY VETERINARY HOSPIT...	297655	10/20/2015	VET SERVICES - BILLING CHARGE	100-230-63400.000	5.00
REDSHIFT	297671	10/20/2015	FINANCE CHARGE	100-310-65900.000	3.07
REDSHIFT	297671	10/20/2015	INTERNET SERVICES	100-550-64900.000	16.23
KING CITY VETERINARY HOSPIT...	297707	11/03/2015	VET SERVICES - BILLING CHARGE	100-230-63400.000	5.00
KING CITY VETERINARY HOSPIT...	297707	11/03/2015	VET SERVICES	100-230-63400.000	69.50
KING CITY VETERINARY HOSPIT...	297655	10/20/2015	VET SERVICES	100-230-63400.000	18.00
PARTS & SERVICE CENTER	297668	10/20/2015	KEYS	100-310-65200.000	3.26
AMERIPRIDE	297623	10/20/2015	CVC CLEANING TOWELS	100-111-65600.000	10.38
AMERIPRIDE	297623	10/20/2015	UNIFORMS	100-310-65200.000	235.25
AMERIPRIDE	297623	10/20/2015	SHOP MOP	100-310-65600.000	1.50
AMERIPRIDE	297623	10/20/2015	SHOP TOWELS	100-311-66200.000	5.24
GREENFIELD TRUE VALUE	297645	10/20/2015	PW SHOP KEYS	100-310-65200.000	12.50
COBRA GUARD, INC.	297632	10/20/2015	OCTOBER 2015	100-22320	41.95
PACO'S TOWING	297667	10/20/2015	TOWING SERVICE - PD	100-215-63400.000	120.00
FIRST NIGHT MONTEREY, INC.	297641	10/20/2015	First Night Monterey	100-101-78100.000	5,000.00
SALINAS VALLEY SOLID WASTE ...	297673	10/20/2015	SEPTEMBER 2015	100-191-64400.000	44,802.74
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	100-110-64600.000	36.74
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	100-230-64600.000	47.77
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	100-230-64900.000	38.01
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	100-550-64600.000	24.20
PET SPECIALISTS OF MONTEREY	297718	11/03/2015	NEONATAL CARE/PUPPY	100-230-63400.000	125.00
PACIFIC GAS & ELECTRIC	297716	11/03/2015	CIVIC CENTER	100-111-64100.000	3,484.89
MARLIN LEASING	297711	11/03/2015	COPIER LEASE - POLICE DEPT.	100-201-61200.000	389.16
HARRIS CORPORATION PSPC	297705	11/03/2015	PORTABLE RADIOS	100-215-64700.000	1,866.65
VAL'S PLUMBING AND HEATING	297739	11/03/2015	CIVIC CENTER COOLING SYSTEM...	100-111-63700.000	687.00
O'REILLY AUTO PARTS	297715	11/03/2015	ANTI FREEZE	100-311-66200.000	18.44
MARLIN LEASING	297711	11/03/2015	COPIER LEASE - PW	100-310-61200.000	101.28
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-22320	1,004.00
PARTS & SERVICE CENTER	297717	11/03/2015	7329 - OIL FILTER	100-215-66200.000	5.14
MEYERS, NAVE, RIBACK, SILVER	297712	11/03/2015	Meyers Nave	100-150-63100.000	2,559.47
MEYERS, NAVE, RIBACK, SILVER	297712	11/03/2015	Meyers Nave	100-150-63100.000	928.95
MEYERS, NAVE, RIBACK, SILVER	297712	11/03/2015	Meyers Nave	100-150-63100.000	83.54
DAN'S TIRE & AUTO SERV	297697	11/03/2015	7329-PROGRAM SENSORS	100-215-66200.000	365.54
VISION TECHNOLOGY SOLUTIO...	297742	11/03/2015	OCTOBER 2015	100-125-63200.000	243.10
MONTEREY COUNTY INFORMA...	297659	10/20/2015	MOBILE DATA COMMUNICATI...	100-215-64500.000	787.25
TELCO AUTOMATION, INC.	297731	11/03/2015	OCTOBER 2015	100-111-64500.000	1,623.00
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-22320	1,058.00
OFFICE DEPOT	297714	11/03/2015	CARMEN'S OFFICE KEYBOARD	100-310-61500.000	75.85
GREEN RUBBER-KENNEDY AG	297702	11/03/2015	TIE DOWNS	100-311-66200.000	28.06
GREENFIELD TRUE VALUE	297703	11/03/2015	KEYS	100-310-65900.000	10.00
GREENFIELD TRUE VALUE	297703	11/03/2015	KEYS	100-310-65900.000	10.00
SALINAS VALLEY SOLID WASTE ...	297722	11/03/2015	14-15 BEVERAGE CONTAINER R...	100-47899.000	5,000.00
Government Staffing Services, I...	297701	11/03/2015	TEMP SERVICES - JUAN HERRERA	100-190-63300.000	950.00
STATE STREET BANK & TRUST C...	DFT0001474	10/23/2015	Defer Comp-Management	100-22430	-100.00
STATE OF CALIFORNIA EDD	DFT0001475	10/23/2015	SDI	100-22225	-24.50
Internal Revenue Service	DFT0001476	10/23/2015	Medicare	100-22215	-78.96
Internal Revenue Service	DFT0001477	10/23/2015	Social Security	100-22215	-337.60
STATE OF CALIFORNIA EDD	DFT0001478	10/23/2015	State Withholding	100-22220	-40.34
Internal Revenue Service	DFT0001479	10/23/2015	Federal Tax Withholding	100-22210	-173.58
SEIU 521	297686	10/22/2015	Union Dues	100-22420	119.28
STATE STREET BANK & TRUST C...	DFT0001463	10/23/2015	Defer Comp-GPOA	100-22430	200.00
STATE STREET BANK & TRUST C...	DFT0001464	10/23/2015	Defer Comp-GPSA	100-22430	300.00

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	100-22430	398.00
STATE STREET BANK & TRUST C...	DFT0001466	10/23/2015	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	100-22430	86.51
G P O A	297684	10/22/2015	GPOA DUES	100-22410	250.00
GREENFIELD POLICE SUPERVIS...	297685	10/22/2015	GPSA DUES	100-22415	200.00
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	100-22225	433.17
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	100-22215	1,715.52
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	100-22215	7,093.70
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	100-22220	2,437.94
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	100-22210	7,472.76
STATE STREET BANK & TRUST C...	DFT0001481	10/23/2015	Deferred Compensation Loan P...	100-22435	120.34
STATE STREET BANK & TRUST C...	DFT0001482	10/23/2015	Defer Comp-Management	100-22430	100.00
STATE OF CALIFORNIA EDD	DFT0001483	10/23/2015	SDI	100-22225	24.50
Internal Revenue Service	DFT0001484	10/23/2015	Medicare	100-22215	78.96
Internal Revenue Service	DFT0001485	10/23/2015	Social Security	100-22215	337.60
STATE OF CALIFORNIA EDD	DFT0001486	10/23/2015	State Withholding	100-22220	40.34
Internal Revenue Service	DFT0001487	10/23/2015	Federal Tax Withholding	100-22210	173.58
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-110-52510.000	2,923.81
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-111-52510.000	123.33
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-170-52510.000	6.58
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-190-52510.000	41.11
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-201-52510.000	292.71
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-215-52510.000	1,514.53
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-310-52510.000	837.02
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-311-52510.000	430.84
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-550-52510.000	901.15
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	100-601-52510.000	138.13
L+G, LLP Attorneys at Law	297708	11/03/2015	OCTOBER 2015	100-150-63100.000	5,000.00
L+G, LLP Attorneys at Law	297708	11/03/2015	PROFESSIONAL SERVICES OCTO...	100-150-63100.000	309.50
PET SPECIALISTS OF MONTEREY	297718	11/03/2015	PET RADIO GRAPH & EXAM	100-230-63400.000	44.70
WILLIAM C. STATLER	297682	10/20/2015	COST ALLOCATION PLAN	100-190-73595.000	862.50
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	100-201-68200.000	576.00
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	100-215-65400.000	644.00
PARTS & SERVICE CENTER	297717	11/03/2015	BUTT CONNECTORS	100-311-66200.000	13.04
PARTS & SERVICE CENTER	297717	11/03/2015	CROWN VIC'S WIPERS	100-215-66200.000	95.48
DATAFLOW BUSINESS SYSTEMS	297698	11/03/2015	COPY FEES - POLICE DEPT.	100-201-61200.000	22.87
GREENFIELD TRUE VALUE	297645	10/20/2015	TYLER PRK FENCE REPAIR	100-550-65700.000	3.47
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	100-550-64100.000	204.29
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	100-551-64100.211	85.97
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	100-551-64200.211	17.31
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	100-590-64100.000	277.53
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	100-590-64200.000	16.55
CENTRAL DRUG SYSTEM	297627	10/20/2015	NEW HIRE DRUG TEST	100-310-68100.000	104.00
CASEY PRINTING	297696	11/03/2015	BILLING INSERT FLYERS (2) - SE...	100-110-61200.000	691.50
CHEVRON, U.S.A.	297628	10/20/2015	GASOLINE	100-215-66100.000	277.34
SPCA FOR MONTEREY COUNTY	297727	11/03/2015	SPCA ANIMAL CONTROL SERVIC...	100-230-63400.000	5,108.74
WASSON'S CLEANING AND RES...	297744	11/03/2015	CLEANING OF DUCTS	100-111-63700.000	1,360.00
O'REILLY AUTO PARTS	297715	11/03/2015	BRAKE CLEAN	100-311-66200.000	5.84
SAFETY-KLEEN CORP.	297721	11/03/2015	PARTS CLEANER	100-311-66200.000	220.30
JESSICA BARRZA	297652	10/20/2015	YARD SALE PERMIT CHANGE N...	100-44995.000	10.00
AMERIPRIDE	297688	11/03/2015	CVC CLEANING TOWELS	100-111-65600.000	10.38
AMERIPRIDE	297688	11/03/2015	UNIFORMS	100-310-65200.000	95.31
AMERIPRIDE	297688	11/03/2015	SHOP MOP	100-310-65600.000	1.50
AMERIPRIDE	297688	11/03/2015	SHOP TOWELS	100-311-66200.000	5.24
GREENFIELD TRUE VALUE	297703	11/03/2015	KEYS, BATTERIES, & CLEANING ...	100-310-65100.000	16.24
GREENFIELD TRUE VALUE	297703	11/03/2015	KEYS, BATTERIES, & CLEANING ...	100-310-65600.000	3.14
GREENFIELD TRUE VALUE	297703	11/03/2015	KEYS, BATTERIES, & CLEANING ...	100-310-65900.000	8.12
GREENFIELD TRUE VALUE	297703	11/03/2015	CLEANING SUPPLIES/DOG FOOD	100-230-65400.000	266.48
SONIAN, INC.	297726	11/03/2015	OCTOBER 2015	100-125-63200.000	198.00
Government Staffing Services, I...	297701	11/03/2015	TEMP SERVICES - JUAN HERRERA	100-190-63300.000	285.00

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AMERIPRIDE	297623	10/20/2015	UNIFORMS	100-310-65200.000	79.93
AMERIPRIDE	297623	10/20/2015	SHOP MOP	100-310-65600.000	1.50
AMERIPRIDE	297623	10/20/2015	SHOP TOWELS/COVERS	100-311-66200.000	5.24
OFFICE DEPOT	297661	10/20/2015	CLEANING SUPPLIES	100-111-65600.000	288.32
OFFICE DEPOT	297661	10/20/2015	CLEANING SUPPLIES	100-310-61400.000	43.34
U.S. BANK	297734	11/03/2015	LA PLAZA BAKERY - LUNCHEON	100-101-67100.111	288.00
U.S. BANK	297734	11/03/2015	RANCHO - CITY COUNCIL MEET...	100-101-67300.000	13.85
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-110-52510.000	70.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-111-52510.000	5.25
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-170-52510.000	35.00
U.S. BANK	297734	11/03/2015	NATIONAL NOTARY ASSOCIATI...	100-170-68300.000	139.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-190-52510.000	70.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-201-52510.000	105.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-215-52510.000	525.00
PINNACLE HEALTHCARE	297669	10/20/2015	4091861-7 - N. PEDRONCELLI E...	100-215-68100.000	115.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-310-52510.000	7.09
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-311-52510.000	35.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-550-52510.000	24.94
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-601-52510.000	35.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	100-601-52510.000	12.25
U.S. BANK	297734	11/03/2015	VEHICLE SUPPLIES	100-201-66200.000	100.00
U.S. BANK	297734	11/03/2015	ACCOUNTANT RECRUITMENT J...	100-190-68100.000	225.00
U.S. BANK	297734	11/03/2015	ICSC CONFERENCE - GAS	100-601-66100.000	25.45
U.S. BANK	297734	11/03/2015	ICSC CONFERENCE - GAS	100-601-66100.000	30.55
U.S. BANK	297734	11/03/2015	ICSC CONFERENCE - GAS	100-601-66100.000	30.60
U.S. BANK	297734	11/03/2015	ICSC REGISTRATION	100-601-67100.000	330.00
U.S. BANK	297734	11/03/2015	ICSC PARKING	100-601-67100.000	15.00
U.S. BANK	297734	11/03/2015	ICSC CONFERENCE - WYNDHAM...	100-601-67100.000	490.06
U.S. BANK	297734	11/03/2015	ICSC CONFERENCE - FOOD	100-601-67100.000	36.86
U.S. BANK	297734	11/03/2015	ICSC PARKING	100-601-67100.000	15.00
U.S. BANK	297734	11/03/2015	ICSC PARKING	100-601-67100.000	15.00
U.S. BANK	297734	11/03/2015	CCMF 2015-2016 STANDARD M...	100-110-68300.000	400.00
U.S. BANK	297734	11/03/2015	CVC PAINT	100-111-65900.000	53.11
U.S. BANK	297734	11/03/2015	INTERVIEW PANEL LUNCH	100-310-65100.000	11.18
U.S. BANK	297734	11/03/2015	SHOP WASTE OIL SIGNS	100-311-66200.000	194.24
U.S. BANK	297734	11/03/2015	7518 - SHAFT REPAIR	100-550-66300.000	1,180.66
U.S. BANK	297734	11/03/2015	MEETING W/SIMON AT SALINAS...	100-101-66100.111	30.00
U.S. BANK	297734	11/03/2015	SCIENCE WORKSHOP COMMUN...	100-101-66100.111	39.92
U.S. BANK	297734	11/03/2015	SENATE & ASSEMBLY HEARING...	100-101-66100.111	46.30
U.S. BANK	297734	11/03/2015	HEARING ON NATURAL RESOU...	100-101-67100.111	12.00
U.S. BANK	297734	11/03/2015	HEARING ON NATURAL RESOU...	100-101-67100.111	1.50
U.S. BANK	297734	11/03/2015	SEPT. 2015 MCBC MONTHLY L...	100-101-67100.111	25.00
U.S. BANK	297734	11/03/2015	NEW YORK TIMES DIGITAL	100-26001	20.00
U.S. BANK	297734	11/03/2015	SHAW'S BEACON	100-26001	35.00
U.S. BANK	297734	11/03/2015	OFFICE SUPPLY - CMD. ALLEN	100-201-61400.000	21.81
U.S. BANK	297734	11/03/2015	DOLLAR TREE - 9/11 CEREMONY	100-201-65100.000	18.47
U.S. BANK	297734	11/03/2015	CAKE - 9/11 CEREMONY	100-201-65100.000	49.00
U.S. BANK	297734	11/03/2015	IACP 2015 REGISTRAION	100-201-67100.000	350.00
U.S. BANK	297734	11/03/2015	IACP TRAINING - CHIEF FRESE	100-201-67100.000	421.20
U.S. BANK	297734	11/03/2015	RITE AID - SUN SCREEN	100-215-65400.000	12.81
U.S. BANK	297734	11/03/2015	OFFICE SUPPLIES	100-215-65400.000	184.15
U.S. BANK	297734	11/03/2015	SHERATON GATEWAY HOTEL - ...	100-215-67200.000	416.50
U.S. BANK	297734	11/03/2015	PUBLIC SAFETY TRAINING - F. ...	100-215-67200.000	81.60
U.S. BANK	297734	11/03/2015	SHERATON GATEWAY HOTEL - ...	100-215-67200.000	138.83
U.S. BANK	297734	11/03/2015	PUBLIC SAFETY TRAINING - F. ...	100-215-67200.000	81.60
U.S. BANK	297734	11/03/2015	NATIONAL ANIMAL CARE & CO...	100-230-67200.000	525.00
U.S. BANK	297734	11/03/2015	COUNCIL NAME PLATES	100-101-65100.000	102.00
U.S. BANK	297734	11/03/2015	PW STAFF SAFETY MEETING	100-110-65100.000	7.46
U.S. BANK	297734	11/03/2015	SERVICE AWARD FOR EMPLOYE...	100-110-65100.000	139.13
U.S. BANK	297734	11/03/2015	FLOWERS FOR ANNIE MORENO'...	100-110-65100.000	93.27

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U.S. BANK	297734	11/03/2015	ID BADGE MATERIALS	100-110-65200.000	468.69
U.S. BANK	297734	11/03/2015	GAS - PLAQUE FOR EMPLOYEE ...	100-110-66100.000	30.00
U.S. BANK	297734	11/03/2015	LUNCH MTG W/ J. SULLIVAN - ...	100-110-67100.000	21.93
U.S. BANK	297734	11/03/2015	IPMA-CP CERTIFICATION APPLI...	100-110-67200.000	400.00
U.S. BANK	297734	11/03/2015	WEBINAR	100-110-67200.000	60.00
U.S. BANK	297734	11/03/2015	EVENT REGISTRATION PERFOR...	100-110-67200.000	60.00
U.S. BANK	297734	11/03/2015	LIBRARY DECOR	100-111-61500.000	11.88
U.S. BANK	297734	11/03/2015	LIBRARY DECOR	100-111-61500.000	43.42
U.S. BANK	297734	11/03/2015	LIBRARY BOOK HOLDERS	100-111-61500.000	12.56
U.S. BANK	297734	11/03/2015	MIRROR & LAMP FOR LIBRARY	100-111-61500.000	92.42
U.S. BANK	297734	11/03/2015	LIBRARY DECOR	100-111-61500.000	17.90
U.S. BANK	297734	11/03/2015	WATER CONTAINERS FOR STAFF...	100-111-65600.000	29.30
U.S. BANK	297734	11/03/2015	CM REPORT	100-125-63200.000	25.00
U.S. BANK	297734	11/03/2015	MICROSOFT	100-125-63200.000	216.00
U.S. BANK	297734	11/03/2015	FLEET CHARGES FOR CITY VEHIC...	100-311-66200.000	1,019.23
Government Staffing Services, I...	297643	10/20/2015	TEMP SERVICES - JUAN HERRERA	100-190-63300.000	2,565.00
DATAFLOW BUSINESS SYSTEMS	297636	10/20/2015	COPY CHARGES - PW	100-310-61200.000	38.84
FEDERAL EXPRESS	297639	10/20/2015	SONIA BURGARIN - CALPERS	100-190-61100.000	24.38
FEDERAL EXPRESS	297639	10/20/2015	LAURA LEE - DEPT OF JUSTICE	100-215-61100.000	28.10
OFFICE DEPOT	297661	10/20/2015	PRINTER	100-215-61400.000	193.34
OFFICE DEPOT	297661	10/20/2015	TONER	100-215-61400.000	51.48
OFFICE DEPOT	297661	10/20/2015	INK FOR PRINTER	100-201-61400.000	135.74
KING CITY VETERINARY HOSPIT...	297707	11/03/2015	VET SERVICES	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	297707	11/03/2015	VET SERVICES	100-230-63400.000	51.50
FOOD 4 LESS	297700	11/03/2015	WATER FOR CPA	100-215-65100.000	8.36
PINNACLE HEALTHCARE	297669	10/20/2015	4095951-7 / O. TAMAYO RESPI...	100-310-63900.000	25.00
PINNACLE HEALTHCARE	297669	10/20/2015	4095941-7 / S. TAMAYO RESPIR...	100-310-63900.000	25.00
PINNACLE HEALTHCARE	297669	10/20/2015	4091981-7 / L. IBARRA ANTHO...	100-110-68100.000	115.00
PINNACLE HEALTHCARE	297669	10/20/2015	4091961-7 / EMPLOYMENT & D...	100-110-68100.000	115.00
GREENFIELD TRUE VALUE	297645	10/20/2015	KEY RINGS - NEW EMPLOYEES	100-310-65200.000	18.60
OFFICE DEPOT	297714	11/03/2015	OFFICE SUPPLIES	100-201-61400.000	40.39
DATAFLOW BUSINESS SYSTEMS	297698	11/03/2015	COPY FEES - PW	100-310-61200.000	4.23
CITY OF GREENFIELD	297629	10/20/2015	599 EL CAMINO REAL	100-111-64300.000	49.61
CITY OF GREENFIELD	297629	10/20/2015	597 EL CAMINO REAL LS	100-111-64300.000	25.02
CITY OF GREENFIELD	297629	10/20/2015	899 CHERRY AVENUE - CVC BKFL	100-111-64300.000	22.59
MONTEREY BAY AREA SELF INS...	297658	10/20/2015	CLAIM# MBA13-1125 - D. CARR...	100-150-63100.000	412.10
CITY OF GREENFIELD	297629	10/20/2015	221 PINOT AVE - CITY PARK	100-550-64300.000	384.44
CITY OF GREENFIELD	297629	10/20/2015	890 TYLER AVE - CITY PARK	100-550-64300.000	22.10
CITY OF GREENFIELD	297629	10/20/2015	540 BAYWOOD DR - CITY PARK	100-550-64300.000	150.01
CITY OF GREENFIELD	297629	10/20/2015	303 EL CAMINO REAL MUSEUM...	100-550-64300.000	101.25
CITY OF GREENFIELD	297629	10/20/2015	455 TENTH ST PRIMAVERA PARK	100-550-64300.000	145.50
CITY OF GREENFIELD	297629	10/20/2015	328 PARKSIDE COURT	100-550-64300.000	643.20
CITY OF GREENFIELD	297629	10/20/2015	801 APRICOT STREET PARK	100-550-64300.000	90.18
CITY OF GREENFIELD	297629	10/20/2015	100 FIFTH STREET PARK	100-550-64300.000	35.90
CITY OF GREENFIELD	297629	10/20/2015	920 WALNUT AVE - CORP YARD	100-550-64400.000	118.94
CITY OF GREENFIELD	297629	10/20/2015	1351 OAK AVE FIRE PROTECTION	100-551-64300.000	22.59
CITY OF GREENFIELD	297629	10/20/2015	215 EL CAMINO REAL N	100-551-64300.000	16.42
CITY OF GREENFIELD	297629	10/20/2015	1351 OAK AVE/COMMUNITY C...	100-551-64300.000	25.24
CITY OF GREENFIELD	297629	10/20/2015	1351 OAK AVE/COMMUNITY C...	100-551-64400.000	193.89
CITY OF GREENFIELD	297629	10/20/2015	215 EL CAMINO REAL N	100-551-64400.000	36.07
CITY OF GREENFIELD	297629	10/20/2015	131 THIRTEENTH ST DAY CARE	100-590-64300.000	27.63
MONTEREY BAY AREA SELF INS...	297658	10/20/2015	MBASIA	100-115-62100.000	1,791.16
MONTEREY BAY AREA SELF INS...	297658	10/20/2015	MBASIA	100-49553.000	-1,791.16
L+G, LLP Attorneys at Law	297656	10/20/2015	SEPTEMBER 2015	100-150-63100.000	5,000.00
L+G, LLP Attorneys at Law	297656	10/20/2015	TRAVEL & ELECTRONIC FILING E...	100-150-63100.000	288.65
L+G, LLP Attorneys at Law	297656	10/20/2015	L+G LLP	100-150-63100.000	2,072.00
Liebert Cassidy Whitmore	297709	11/03/2015	Liebert Cassidy Whitmore	100-150-63100.000	1,598.00
ROBIN WARBEY CONSULTING	297672	10/20/2015	SEPTEMBER 2015	100-125-63200.000	4,600.00
ROBIN WARBEY CONSULTING	297672	10/20/2015	IT EQUIPMENT - SEPTEMBER 20...	100-125-65300.000	313.42
DATAFLOW BUSINESS SYSTEMS	297698	11/03/2015	COPY FEES - PW	100-310-61200.000	4.23

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
DATAFLOW BUSINESS SYSTEMS	297698	11/03/2015	COPIER FEES - PW	100-310-61200.000	38.84
DATAFLOW BUSINESS SYSTEMS	297698	11/03/2015	COPIER FEES - PW	100-310-61200.000	4.23
MOSS, LEVY & HARTZHEIM	297660	10/20/2015	AUDIT TO DATE	100-190-63300.000	5,000.00
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-110-52510.000	11.12
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-170-52510.000	5.56
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-190-52510.000	5.56
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-215-52510.000	5.56
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-310-52510.000	11.12
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	100-601-52510.000	5.56
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-110-52510.000	252.32
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-111-52510.000	129.05
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-170-52510.000	39.48
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-201-52510.000	984.23
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-215-52510.000	1,264.47
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-310-52510.000	308.17
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-311-52510.000	250.39
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-550-52510.000	208.02
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-601-52510.000	92.45
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	100-601-52510.000	318.77
SPCA FOR MONTEREY COUNTY	297727	11/03/2015	SPCA ANIMAL CONTROL SERVIC...	100-230-63400.000	7,010.00
Fund 100 - GENERAL FUND Total:					221,138.05

Fund: 200 - SUPPLEMENTAL LAW ENFORCEMENT

ADAMSON POLICE PRODUCTS	297621	10/20/2015	VEHICLE EQUIPMENT	200-902-81510.321	3,738.35
ADAMSON POLICE PRODUCTS	297621	10/20/2015	VEHICLE EQUIPMENT	200-902-81510.321	2,092.22
ADAMSON POLICE PRODUCTS	297621	10/20/2015	VEHICLE EQUIPMENT	200-902-81510.321	6,529.59
Fund 200 - SUPPLEMENTAL LAW ENFORCEMENT Total:					12,360.16

Fund: 201 - POLICE - OTHER GRANTS

G P O A	297684	10/22/2015	GPOA DUES	201-22410	100.00
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	201-22225	57.02
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	201-22215	183.72
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	201-22215	785.60
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	201-22220	224.32
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	201-22210	539.02
G P O A	297746	11/05/2015	GPOA DUES	201-22410	100.00
Fund 201 - POLICE - OTHER GRANTS Total:					1,989.68

Fund: 213 - PARKS

STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	213-22430	6.25
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	213-22225	0.87
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	213-22215	2.80
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	213-22215	11.98
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	213-22220	5.47
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	213-22210	15.49
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	TASK 8 CONSTRUCTION DOCU...	213-905-87513.000	43,779.30
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	TASK 7 DESIGN DEVELOPMENT ...	213-905-87513.000	1,966.12
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	TASK 1 KICK OFF MEETING	213-905-87513.000	1,474.00
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	TASK 4 SITE PLAN, PARK PROGR...	213-905-87513.000	67.50
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	REIMBURSABLES	213-905-87513.000	663.01
PACIFIC COAST LAND DESIGN, I...	297665	10/20/2015	TASK 2 REVIEW EXISTING COND...	213-905-87513.000	7,433.90
MNS ENGINEERS, INC.	297657	10/20/2015	COMMUNITY PARK	213-905-87513.000	1,775.00
Fund 213 - PARKS Total:					57,201.69

Fund: 215 - CDBG Fund

STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	215-22430	28.75
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	215-22225	2.61
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	215-22215	24.30
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	215-22215	77.14
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	215-22220	58.01
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	215-22210	155.19
WALLACE GROUP	297743	11/03/2015	WTR-WW MASTER PLANS	215-310-73535.435	3,714.50
Fund 215 - CDBG Fund Total:					4,060.50

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 220 - Measure X Supplemental Sales & Use Tax Fund					
GREGORY ALLEN	297683	10/20/2015	1ST PYMNT OCTOBER PROF. SER..	220-215-63400.000	2,590.00
HARRIS CORPORATION PSPC	297705	11/03/2015	PORTABLE RADIOS	220-215-71400.000	13,186.96
GREGORY ALLEN	297683	10/20/2015	1ST PAYMENT IN OCTOBER	220-215-63400.000	5,180.00
GREGORY ALLEN	297683	10/20/2015	AMOUNT CHANGE 1ST PAYME...	220-215-63400.000	-2,590.00
STATE STREET BANK & TRUST C...	DFT0001463	10/23/2015	Defer Comp-GPOA	220-22430	100.00
DEPT OF CHILD SUPPORT SERVI...	DFT0001468	10/23/2015	Misc Withholding	220-22450	1,377.68
G P O A	297684	10/22/2015	GPOA DUES	220-22410	250.00
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	220-22225	128.23
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	220-22215	413.22
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	220-22215	1,766.88
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	220-22220	614.35
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	220-22210	1,799.14
GREGORY ALLEN	297704	11/03/2015	2ND PYMNT OCTOBER PROF. S...	220-215-63400.000	5,180.00
G P O A	297746	11/05/2015	GPOA DUES	220-22410	250.00
SDI COMPANY	297675	10/20/2015	ID CREDENTIAL CARD - A. GREG...	220-215-65400.000	15.27
CITY OF GREENFIELD	297629	10/20/2015	213 EL CAMINO REAL N	220-551-64300.000	14.06
Fund 220 - Measure X Supplemental Sales & Use Tax Fund Total:					30,275.79
Fund: 230 - GAS TAX FUND					
REDSHIFT	297671	10/20/2015	INTERNET SERVICES	230-320-64900.000	16.23
O'REILLY AUTO PARTS	297715	11/03/2015	7804 - ANTI FREEZE	230-320-66200.000	-10.00
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	230-320-64600.000	24.20
PACIFIC GAS & ELECTRIC	297716	11/03/2015	TRAFFIC LIGHTS ECR/ELM	230-320-64100.000	48.89
PACIFIC GAS & ELECTRIC	297716	11/03/2015	TRAFFIC LIGHTS ECR/TYLER	230-320-64100.000	46.79
PARTS & SERVICE CENTER	297717	11/03/2015	7905 - SWITCH	230-320-66200.000	17.34
VEGETABLE GROWERS SUPPLY	297740	11/03/2015	GARBAGE BAGS	230-320-65600.000	64.28
PACIFIC GAS & ELECTRIC	297716	11/03/2015	STREET LIGHTS HIGH SCHOOL	230-320-64100.000	344.93
CWEA-MBS	297634	10/20/2015	FLAGGER SAFETY CLASS -JUAN ...	230-320-67200.000	26.67
SEIU 521	297686	10/22/2015	Union Dues	230-22420	49.38
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	230-22430	26.33
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	230-22430	167.50
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	230-22225	51.88
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	230-22215	167.18
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	230-22215	714.86
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	230-22220	96.09
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	230-22210	462.60
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	230-320-52510.000	3,364.52
VEGETABLE GROWERS SUPPLY	297681	10/20/2015	SCALE AND GLOVES	230-320-65100.000	163.05
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	230-320-64100.000	201.22
PACIFIC GAS & ELECTRIC	297716	11/03/2015	TRAFFIC LIGHTS WALNUT/3RD	230-320-64100.000	139.51
PACIFIC GAS & ELECTRIC	297716	11/03/2015	TRAFFIC LIGHTS ECR/OAK	230-320-64100.000	47.32
SEIU 521	297748	11/05/2015	Union Dues	230-22420	49.38
SC FUELS	297724	11/03/2015	GASOLINE & DIESEL	230-320-66100.000	1,332.65
O'REILLY AUTO PARTS	297715	11/03/2015	7804 - ANTI FREEZE	230-320-66200.000	13.89
SC FUELS	297724	11/03/2015	GASOLINE	230-320-66100.000	143.68
MNS ENGINEERS, INC.	297657	10/20/2015	ENGINEERING SERVICES	230-320-63700.000	1,212.16
KELLY-MOORE PAINT COMPANY	297654	10/20/2015	RESPIRATORS - O. TAMAYO/S. ...	230-320-65200.000	104.07
PACIFIC GAS & ELECTRIC	297666	10/20/2015	STREET LIGHTING	230-320-64100.000	6,211.57
KING CITY VETERINARY HOSPIT...	297707	11/03/2015	VET SERVICES	230-320-63900.000	36.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	230-320-52510.000	110.78
U.S. BANK	297734	11/03/2015	INTERVIEW PANEL LUNCH	230-320-65100.000	11.18
U.S. BANK	297734	11/03/2015	OSHA TRAINING - NST	230-320-67200.000	117.99
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	230-320-67200.000	14.08
U.S. BANK	297734	11/03/2015	OSHA TRAINING - HOLIDAY INN...	230-320-67200.000	185.93
SAN BENITO SUPPLY	297723	11/03/2015	WATER SERV/TREE REMOVAL S...	230-320-65700.000	229.74
CITY OF GREENFIELD	297629	10/20/2015	786 APRICOT STREET	230-320-64300.000	3.84
CITY OF GREENFIELD	297629	10/20/2015	263 PALO VERDE ST - PERC PO...	230-320-64300.000	0.18
CITY OF GREENFIELD	297629	10/20/2015	920 WALNUT AVE - CORP YARD	230-320-64400.000	118.94
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	230-320-52510.000	2,535.69
Fund 230 - GAS TAX FUND Total:					18,662.52

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 240 - LOCAL TRANSPORTATION FUND					
MNS ENGINEERS, INC.	297657	10/20/2015	SAFE ROUTES	240-903-89505.491	8,427.64
MNS ENGINEERS, INC.	297657	10/20/2015	CITY REJUVINATION	240-903-83510.000	400.00
Fund 240 - LOCAL TRANSPORTATION FUND Total:					8,827.64
Fund: 263 - LLM #1 - LEXINGTON					
PACIFIC GAS & ELECTRIC	297716	11/03/2015	LLMD MARIPOSA	263-360-64100.000	70.26
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	263-22430	1.46
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	263-22225	0.97
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	263-22215	3.20
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	263-22215	13.52
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	263-22220	1.73
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	263-22210	6.62
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	263-360-52510.000	90.44
PACIFIC GAS & ELECTRIC	297716	11/03/2015	LLMD LEXINGTON	263-360-64100.000	148.95
PACIFIC GAS & ELECTRIC	297716	11/03/2015	VINEYARD GREEN SUBDIVISION	263-360-64100.000	120.54
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	MARIPOSA PLACE SUBDIVISION	263-360-63700.000	620.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	LEXINGTON SQUARE	263-360-63700.000	1,500.00
PACIFIC GAS & ELECTRIC	297666	10/20/2015	STREET LIGHTING	263-360-64100.000	616.96
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	263-360-52510.000	1.40
GREENFIELD TRUE VALUE	297645	10/20/2015	CURB PAINTING	263-360-65700.000	28.42
CITY OF GREENFIELD	297629	10/20/2015	324 WILSON CIRCLE	263-360-64300.000	2.12
CITY OF GREENFIELD	297629	10/20/2015	0000 GIANOLINI PARKWAY	263-360-64300.000	93.76
CITY OF GREENFIELD	297629	10/20/2015	326 WILSON CIRCLE	263-360-64300.000	137.16
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	263-360-52510.000	16.37
Fund 263 - LLM #1 - LEXINGTON Total:					3,473.88
Fund: 264 - LLM #2 - TERRA VERDE, ETC					
PACIFIC GAS & ELECTRIC	297716	11/03/2015	ST. CHARLES COMMECTIAL AREA	264-360-64100.000	190.81
PACIFIC GAS & ELECTRIC	297716	11/03/2015	LLMD LAS MANZANITAS	264-360-64100.000	32.84
GREENFIELD TRUE VALUE	297645	10/20/2015	CHAIN FOR CENTENIAL PARK	264-360-65700.000	89.94
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	264-22430	1.46
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	264-22225	1.81
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	264-22215	5.92
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	264-22215	25.12
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	264-22220	2.16
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	264-22210	9.11
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	264-360-52510.000	144.71
AT&T MOBILITY	297693	11/03/2015	CODE BLUE PARK	264-360-64500.000	11.25
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	264-360-64100.000	420.00
SMITH & ENRIGHT LANDSCAPI...	297725	11/03/2015	LLMD EXTRAS	264-360-63700.000	2,266.36
PACIFIC GAS & ELECTRIC	297716	11/03/2015	HUERTA RESIDENTIAL/VAZQUEZ..	264-360-64100.000	195.98
PACIFIC GAS & ELECTRIC	297716	11/03/2015	ST. CHRISTOPHER PARK	264-360-64100.000	59.74
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	TRADITIONS SUBDIVISION	264-360-63700.000	2,800.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	ST CHRISTOPHER PARK	264-360-63700.000	975.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	LA VINA SUBDIVISION	264-360-63700.000	3,100.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	SEPT EXTRA'S	264-360-63700.000	563.04
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	ST CHARLES GAZEBO	264-360-63700.000	1,000.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	BAROLO PARK	264-360-63700.000	175.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	TERRA VERDE SUBDIVISION	264-360-63700.000	1,500.00
SMITH & ENRIGHT LANDSCAPI...	297677	10/20/2015	ST CHARLES SUBDIVISION	264-360-63700.000	2,275.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	264-360-52510.000	5.43
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	264-360-52510.000	2.80
CITY OF GREENFIELD	297629	10/20/2015	207 TUSCANY AVENUE PARK	264-360-64300.000	1,022.96
CITY OF GREENFIELD	297629	10/20/2015	385 THORP AVE	264-360-64300.000	74.45
CITY OF GREENFIELD	297629	10/20/2015	634 ST CHRISTOPHER LANE	264-360-64300.000	463.84
CITY OF GREENFIELD	297629	10/20/2015	20 WALKER LANE ISLAND	264-360-64300.000	35.85
CITY OF GREENFIELD	297629	10/20/2015	246 BORZINI CIRCLE	264-360-64300.000	765.56
CITY OF GREENFIELD	297629	10/20/2015	632 VAZQUEZ AVENUE	264-360-64300.000	31.14
CITY OF GREENFIELD	297629	10/20/2015	200 RAVA PARKWAY PARK	264-360-64300.000	1,455.64
CITY OF GREENFIELD	297629	10/20/2015	300 LAS MANZANITAS	264-360-64300.000	17.48
CITY OF GREENFIELD	297629	10/20/2015	317 MORENO STREET	264-360-64300.000	32.17

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF GREENFIELD	297629	10/20/2015	98 S EL CAMINO REAL/PARK	264-360-64300.000	1,284.36
CITY OF GREENFIELD	297629	10/20/2015	18 S EL CAMINO REAL - MEDIAN	264-360-64300.000	56.17
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	264-360-52510.000	16.37
Fund 264 - LLM #2 - TERRA VERDE, ETC Total:					21,109.47

Fund: 265 - SMD #1

PACIFIC GAS & ELECTRIC	297716	11/03/2015	LLMD LAS MANZANITAS	265-360-64100.000	9.82
SEIU 521	297686	10/22/2015	Union Dues	265-22420	2.85
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	265-22430	10.50
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	265-22225	2.41
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	265-22215	7.80
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	265-22215	33.28
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	265-22220	4.39
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	265-22210	21.41
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	265-360-52510.000	124.98
SEIU 521	297748	11/05/2015	Union Dues	265-22420	2.85
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	265-360-52510.000	129.05
Fund 265 - SMD #1 Total:					349.34

Fund: 266 - SMD #2

SEIU 521	297686	10/22/2015	Union Dues	266-22420	2.84
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	266-22430	10.49
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	266-22225	2.42
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	266-22215	7.68
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	266-22215	33.28
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	266-22220	4.35
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	266-22210	21.40
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	266-360-52510.000	124.98
SEIU 521	297748	11/05/2015	Union Dues	266-22420	2.83
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	266-360-52510.000	5.43
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	266-360-52510.000	129.05
Fund 266 - SMD #2 Total:					344.75

Fund: 297 - GREENFIELD SCIENCE WORKSHOP

REDSHIFT	297671	10/20/2015	INTERNET SERVICES	297-597-64900.000	99.99
GREENFIELD TRUE VALUE	297703	11/03/2015	ELECTRIC BOX	297-597-65500.292	1.73
GREENFIELD TRUE VALUE	297703	11/03/2015	ON/OFF SWITCH	297-597-65500.292	1.08
GREENFIELD TRUE VALUE	297703	11/03/2015	HOSE CONNECTOR FOR VACU...	297-597-65500.292	2.38
GREENFIELD TRUE VALUE	297703	11/03/2015	HOSE CONNECTOR FOR VACU...	297-597-65500.292	3.03
GREENFIELD TRUE VALUE	297703	11/03/2015	NUTS FOR VACUUM PUMP	297-597-65500.292	4.29
GREENFIELD TRUE VALUE	297703	11/03/2015	PVC GLUE	297-597-65500.292	8.03
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	297-22225	21.59
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	297-22215	69.60
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	297-22215	297.52
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	297-22220	41.20
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	297-22210	200.14
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	297-597-68100.291	160.00
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	297-597-64100.292	190.28
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	297-597-64200.292	8.11
GREENFIELD TRUE VALUE	297703	11/03/2015	PVC FOR GENERAL USE	297-597-65500.292	3.03
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	32.25
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	43.84
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	JUMPING RING MATERIALS	297-597-65500.292	12.44
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	CLEANING SUPPLIES	297-597-65500.292	22.86
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	10.67
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	TOOL BOX SUPPLIES FOR SCHO...	297-597-65500.292	60.39
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	36.51
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	10.32
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	SUPPLIES FOR ROCKET LAUNCH...	297-597-65500.292	90.36
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	PVC+PVC FITTINGS FOR ROCKET...	297-597-65500.292	27.42
HOME DEPOT CREDIT SERVICES	297647	10/20/2015	RETURNED SPRINKLER VALVE	297-597-65500.292	-17.01
GREENFIELD TRUE VALUE	297703	11/03/2015	BIKE CHAIN TOOL	297-597-65500.292	4.88

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Payment Dates: 10/10/2015 - 11/5/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	297-597-52510.000	35.00
U.S. BANK	297734	11/03/2015	NEWSPAPER ITEMS LAMINATES	297-597-65500.292	13.03
U.S. BANK	297734	11/03/2015	CONTAINERS FOR STORAGE	297-597-65500.292	10.91
U.S. BANK	297734	11/03/2015	SCISSORS FOR GENERAL USE	297-597-65500.292	28.91
U.S. BANK	297734	11/03/2015	CIRCUIT COMPONENTS FOR "CI...	297-597-65500.292	388.12
U.S. BANK	297734	11/03/2015	ART SUPPLIES FOR SCHOOL PR...	297-597-65500.292	101.89
U.S. BANK	297734	11/03/2015	PAPER TOWELS	297-597-65500.292	2.17
U.S. BANK	297734	11/03/2015	FOOD FOR STUDENTS (DAILY S...	297-597-65500.292	85.02
U.S. BANK	297734	11/03/2015	MARKERS FOR SCHOOL PROGR...	297-597-65500.292	10.59
U.S. BANK	297734	11/03/2015	CONTAINER FOR STORAGE	297-597-65500.292	14.12
U.S. BANK	297734	11/03/2015	GAS FOR POLICE VAN - BERKELY...	297-597-65500.292	40.00
U.S. BANK	297734	11/03/2015	HARDWARE SUPPLIES FOR ROC...	297-597-65500.292	6.32
U.S. BANK	297734	11/03/2015	WATER FOR ARROYO SECO TRIP	297-597-65500.292	6.45
U.S. BANK	297734	11/03/2015	ICE FOR ARROYO SECO TRIP	297-597-65500.292	5.42
U.S. BANK	297734	11/03/2015	CIRCUIT COMPONENTS FOR "CI...	297-597-65500.292	262.74
U.S. BANK	297734	11/03/2015	WIRE FOR "OPERATION" PROJE...	297-597-65500.292	22.65
U.S. BANK	297734	11/03/2015	TRANSFORMER FOR JACOB'S L...	297-597-65500.292	-60.95
U.S. BANK	297734	11/03/2015	ART SUPPLIES FOR SCHOOL PR...	297-597-65500.292	94.97
U.S. BANK	297734	11/03/2015	VINEGAR FOR GENERAL USE	297-597-65500.292	22.69
U.S. BANK	297734	11/03/2015	LUNCH FOR VC BERKELY TRIP	297-597-65500.292	64.87
U.S. BANK	297734	11/03/2015	PAPER TOWELS	297-597-65500.292	2.00
U.S. BANK	297734	11/03/2015	BATTEREIS FOR SCHOOL PROJE...	297-597-65500.292	109.00
U.S. BANK	297734	11/03/2015	CONTAINERS FOR STORAGE	297-597-65500.292	27.28
U.S. BANK	297734	11/03/2015	BROCHURES, OUTREACH	297-597-65500.292	72.02
U.S. BANK	297734	11/03/2015	TRANSFORMER FOR JACOB'S L...	297-597-65500.292	115.80
U.S. BANK	297734	11/03/2015	BUZZERS FOR CIRCUIT BOARD P...	297-597-65500.292	149.60
U.S. BANK	297734	11/03/2015	GAS FOR POLICE VAN - BERKEL...	297-597-65500.292	45.97
PINNACLE HEALTHCARE	297719	11/03/2015	4100281-30/EMPLOYMENT EX...	297-597-68100.291	115.00
CITY OF GREENFIELD	297629	10/20/2015	45 EL CAMINO REAL	297-597-64300.292	19.66
CITY OF GREENFIELD	297629	10/20/2015	45 EL CAMINO REAL	297-597-64400.292	58.62
GREENFIELD TRUE VALUE	297703	11/03/2015	SPRAY PAINT	297-597-65500.292	5.31
Fund 297 - GREENFIELD SCIENCE WORKSHOP Total:					3,322.11

Fund: 503 - SEWER FUND

TYLER TECHNOLOGIES	297733	11/03/2015	UTILITY BILLING ONLINE COMP...	503-191-63300.000	37.50
REDSHIFT	297671	10/20/2015	INTERNET SERVICES	503-330-64900.000	36.24
PARTS & SERVICE CENTER	297717	11/03/2015	7921 - FUEL LINE	503-330-66200.000	4.33
GREENFIELD TRUE VALUE	297645	10/20/2015	STORAGE DOORS	503-335-65900.000	49.50
O'REILLY AUTO PARTS	297715	11/03/2015	7921 - F/P ASSEMBLY	503-330-66200.000	173.24
O'REILLY AUTO PARTS	297715	11/03/2015	7921 - FUSE	503-330-66200.000	0.33
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	503-330-64600.000	30.00
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	503-330-64900.000	19.00
CWEA-MBS	297634	10/20/2015	FLAGGER SAFETY CLASS -JUAN ...	503-333-67200.000	26.67
ACQUONTEMP	297687	11/03/2015	TEMP SERVICES - G. ALBOR	503-191-63900.000	484.07
GREENFIELD TRUE VALUE	297703	11/03/2015	GATE LOCK	503-335-65900.000	24.43
GREENFIELD TRUE VALUE	297645	10/20/2015	WHITE CAP & PLUG	503-335-65700.000	7.99
GREEN RUBBER-KENNEDY AG	297702	11/03/2015	SCUM PUMP #3	503-335-66400.000	102.55
SEIU 521	297686	10/22/2015	Union Dues	503-22420	103.74
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	503-22430	43.88
STATE STREET BANK & TRUST C...	DFT0001466	10/23/2015	Defer Comp-Mid Management	503-22430	33.02
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	503-22430	120.53
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	503-22225	87.76
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	503-22215	282.80
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	503-22215	1,208.86
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	503-22220	167.01
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	503-22210	794.80
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	503-330-52510.000	1,476.70
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	503-333-52510.000	3.29
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	503-191-68100.000	48.00
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	503-330-68100.000	48.00
VEGETABLE GROWERS SUPPLY	297681	10/20/2015	SCALE AND GLOVES	503-335-65200.000	37.33

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
GREEN RUBBER-KENNEDY AG	297702	11/03/2015	ADAPTERS	503-335-65700.000	82.52
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	503-333-64100.000	788.50
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	503-335-64100.000	5,772.56
FERGUSON ENTERPRISES INC. 7...	297640	10/20/2015	SAFETY VEST	503-330-65200.000	41.06
CASEY PRINTING	297696	11/03/2015	UTILITY BILLS SEPTEMBER 2015	503-191-61200.000	184.11
CASEY PRINTING	297696	11/03/2015	UTILITY BILLS SEPTEMBER 2015	503-191-63800.000	184.11
PARTS & SERVICE CENTER	297717	11/03/2015	WWTP - KEYS	503-335-65900.000	32.59
ACCOUNTEMPS	297687	11/03/2015	TEMP SERVICES - G. ALBOR	503-191-63900.000	480.97
TELEDYNE INSTRUMENTS, INC.	297732	11/03/2015	PH/DO PLOTTER PAPER/INK	503-335-65700.000	254.73
VEGETABLE GROWERS SUPPLY	297740	11/03/2015	GLOVES	503-330-65200.000	67.76
SEIU 521	297748	11/05/2015	Union Dues	503-22420	103.35
SC FUELS	297724	11/03/2015	GASOLINE & DIESEL	503-330-66100.000	30.79
PINNACLE HEALTHCARE	297719	11/03/2015	4049831-7 / EMPLOYMENT EX...	503-330-68100.000	37.50
PINNACLE HEALTHCARE	297719	11/03/2015	4055661-7 / EMPLOYMENT EX...	503-330-68100.000	37.50
SC FUELS	297724	11/03/2015	GASOLINE	503-330-66100.000	72.59
ACCOUNTEMPS	297620	10/20/2015	TEMP SERVICE - E. VENEGAS	503-191-63900.000	392.00
COASTAL TRACTOR	297631	10/20/2015	7709 - HEAD LAMP	503-330-66300.000	103.96
PRAXAIR DISTRIBUTION, INC.	297670	10/20/2015	WELDING GAS	503-330-65700.000	45.62
ACCOUNTEMPS	297620	10/20/2015	TEMP SERVICE - E. VENEGAS	503-191-63900.000	196.00
GREENFIELD TRUE VALUE	297645	10/20/2015	FIT FLAPPER	503-335-65700.000	5.53
OFFICE TEAM	297662	10/20/2015	TEMP SERVICE - C. RADILLA	503-191-63900.000	350.78
GREENFIELD TRUE VALUE	297645	10/20/2015	TOILET REPAIR	503-335-65700.000	10.93
ACCOUNTEMPS	297620	10/20/2015	TEMP SERVICE - G. ALBOR	503-191-63900.000	158.44
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	503-330-52510.000	19.60
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	503-333-52510.000	69.30
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	503-335-52510.000	25.55
U.S. BANK	297734	11/03/2015	INTERVIEW PANEL LUNCH	503-330-65100.000	11.18
U.S. BANK	297734	11/03/2015	OSHA TRAINING - HOLIDAY INN...	503-333-67200.000	185.93
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	503-333-67200.000	10.20
U.S. BANK	297734	11/03/2015	OSHA TRAINING - NST	503-333-67200.000	117.99
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	503-333-67200.000	15.53
U.S. BANK	297734	11/03/2015	OSHA TRAINING - NST	503-335-67200.000	117.99
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	503-335-67200.000	13.65
U.S. BANK	297734	11/03/2015	OSHA TRAINING - HOLIDAY INN...	503-335-67200.000	185.93
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	503-335-67200.000	14.30
PARTS & SERVICE CENTER	297668	10/20/2015	7709 - LAMP	503-335-66400.000	42.34
GREENFIELD TRUE VALUE	297645	10/20/2015	HOSE	503-335-65700.000	11.39
GREENFIELD TRUE VALUE	297645	10/20/2015	D. TRAP/TUBE	503-335-65700.000	14.86
ACCOUNTEMPS	297620	10/20/2015	TEMP SERVICES - G. ALBOR	503-191-63900.000	481.83
TYLER TECHNOLOGIES	297733	11/03/2015	INSITE TRANSACTION FEES - UTI...	503-191-63300.000	645.00
MONTEREY BAY AREA SELF INS...	297658	10/20/2015	MBASIA	503-330-95100.000	1,791.16
CITY OF GREENFIELD	297629	10/20/2015	920 WALNUT AVE - CORP YARD	503-330-64300.000	24.70
CITY OF GREENFIELD	297629	10/20/2015	920 WALNUT AVE - CORP YARD	503-330-64400.000	118.94
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	503-191-52510.000	2.76
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	503-191-52510.000	178.16
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	503-330-52510.000	728.06
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	503-333-52510.000	860.96
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	503-335-52510.000	48.15
				Fund 503 - SEWER FUND Total:	20,620.93
Fund: 504 - WATER FUND					
TYLER TECHNOLOGIES	297733	11/03/2015	UTILITY BILLING ONLINE COMP...	504-191-63300.000	37.50
REDSHIFT	297671	10/20/2015	INTERNET SERVICES	504-340-64900.000	36.20
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	504-340-64600.000	30.01
VERIZON WIRELESS	297741	11/03/2015	CELL PHONES - PW	504-340-64900.000	19.01
GREEN RUBBER-KENNEDY AG	297702	11/03/2015	CHLORINE SAFETY EQUIP.	504-345-65200.000	99.24
PACIFIC GAS & ELECTRIC	297716	11/03/2015	10TH STREET WELL	504-345-64100.000	9,156.98
PACIFIC GAS & ELECTRIC	297716	11/03/2015	13TH/OAK WELL	504-345-64100.000	4,065.25
EUGENE PLASKETT	297638	10/20/2015	LAWN REMOVAL REBATE	504-340-68200.254	462.00
OSCAR ALVAREZ	297664	10/20/2015	LAWN REMOVAL REBATE	504-340-68200.254	861.93
CWEA-MBS	297634	10/20/2015	FLAGGER SAFETY CLASS -JUAN ...	504-340-67200.000	26.66

Expense Approval Report

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
ACQUONTEMP	297687	11/03/2015	TEMP SERVICES - G. ALBOR	504-191-63900.000	484.08
SEIU 521	297686	10/22/2015	Union Dues	504-22420	40.30
STATE STREET BANK & TRUST C...	DFT0001465	10/23/2015	Defer Comp-Management	504-22430	43.87
STATE STREET BANK & TRUST C...	DFT0001466	10/23/2015	Defer Comp-Mid Management	504-22430	16.98
STATE STREET BANK & TRUST C...	DFT0001467	10/23/2015	Defer Comp-Misc Employees	504-22430	29.47
STATE OF CALIFORNIA EDD	DFT0001469	10/23/2015	SDI	504-22225	42.12
Internal Revenue Service	DFT0001470	10/23/2015	Medicare	504-22215	135.64
Internal Revenue Service	DFT0001471	10/23/2015	Social Security	504-22215	580.36
STATE OF CALIFORNIA EDD	DFT0001472	10/23/2015	State Withholding	504-22220	78.74
Internal Revenue Service	DFT0001473	10/23/2015	Federal Tax Withholding	504-22210	388.35
SWRCB - OFFICE OF OPERATOR ...	297729	11/03/2015	WATER DISTRIBUTION CERT. R...	504-340-67400.000	70.00
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	504-191-52510.000	2,428.83
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	504-340-52510.000	1,476.70
BEN-E-LECT	297694	11/03/2015	NOVEMBER 2015	504-345-52510.000	0.00
ARTURO FELIX	297691	11/03/2015	LAWN REMOVAL REBATE 64.43 ...	504-340-68200.254	64.43
AT&T	297692	11/03/2015	WATER LINES	504-345-64500.000	70.62
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	504-191-68100.000	48.00
STATE OF CA DEPT. OF JUSTICE	297728	11/03/2015	FINGERPRINTS	504-340-68100.000	48.00
PARTS & SERVICE CENTER	297717	11/03/2015	7925 - WIRE/SWITCH	504-340-66200.000	19.91
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	504-345-64100.000	9,115.73
PACIFIC GAS & ELECTRIC	297716	11/03/2015	MONTHLY UTILITES	504-345-64200.000	5.97
FERGUSON ENTERPRISES INC. 7...	297640	10/20/2015	SAFETY VEST	504-340-65200.000	4.56
CASEY PRINTING	297696	11/03/2015	BILLING INSERT FLYERS (2) - SE...	504-340-61200.000	691.51
CASEY PRINTING	297696	11/03/2015	UTILITY BILLS SEPTEMBER 2015	504-191-61200.000	184.11
CASEY PRINTING	297696	11/03/2015	UTILITY BILLS SEPTEMBER 2015	504-191-63800.000	184.11
JOSE F. CABALLERO	297653	10/20/2015	WASHER & DISHWASHER REBA...	504-340-68200.254	300.00
GREENFIELD TRUE VALUE	297703	11/03/2015	MTR BOX CLEANING	504-345-65700.000	23.42
ACQUONTEMP	297687	11/03/2015	TEMP SERVICES - G. ALBOR	504-191-63900.000	480.97
HYDRO TURF, INC.	297706	11/03/2015	ECR CONSERVATION RETRO FIT	504-340-65100.000	202.54
SEIU 521	297748	11/05/2015	Union Dues	504-22420	39.90
SC FUELS	297724	11/03/2015	GASOLINE & DIESEL	504-340-66100.000	83.71
PINNACLE HEALTHCARE	297719	11/03/2015	4049831-7 / EMPLOYMENT EX...	504-340-68100.000	37.50
PINNACLE HEALTHCARE	297719	11/03/2015	4055661-7 / EMPLOYMENT EX...	504-340-68100.000	37.50
SC FUELS	297724	11/03/2015	GASOLINE	504-340-66100.000	383.49
ACQUONTEMP	297620	10/20/2015	TEMP SERVICE - E. VENEGAS	504-191-63900.000	392.00
PACIFIC GAS & ELECTRIC	297666	10/20/2015	13TH / OAK WELL	504-345-64100.000	4,296.74
PACIFIC GAS & ELECTRIC	297666	10/20/2015	13TH / OAK WELL	504-345-64200.000	9.74
PRAXAIR DISTRIBUTION, INC.	297670	10/20/2015	WELDING GAS	504-345-65700.000	45.62
SAN BENITO SUPPLY	297674	10/20/2015	BASE ROCK WATER SERVICES	504-345-65700.000	213.41
ACQUONTEMP	297620	10/20/2015	TEMP SERVICE - E. VENEGAS	504-191-63900.000	196.00
GREENFIELD TRUE VALUE	297645	10/20/2015	SUPPLIES	504-340-65100.254	15.51
GREENFIELD TRUE VALUE	297645	10/20/2015	PVC	504-345-65700.000	7.78
O'REILLY AUTO PARTS	297663	10/20/2015	7918-WHEEL NUT	504-340-66200.000	2.57
O'REILLY AUTO PARTS	297663	10/20/2015	7918- WHEEL STUD	504-340-66200.000	6.72
OFFICE TEAM	297662	10/20/2015	TEMP SERVICE - C. RADILLA	504-191-63900.000	350.78
GRAINGER	297644	10/20/2015	VEHICLE STROBE LIGHT	504-345-66200.000	435.46
ACQUONTEMP	297620	10/20/2015	TEMP SERVICE - G. ALBOR	504-191-63900.000	158.45
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	504-191-52510.000	70.00
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	504-340-52510.000	26.95
U.S. BANK	297734	11/03/2015	CALSTAR INSURANCE	504-345-52510.000	33.23
U.S. BANK	297734	11/03/2015	INTERVIEW PANEL LUNCH	504-340-65100.000	11.17
U.S. BANK	297734	11/03/2015	LUNCH WHILE PICKING UP SUP...	504-340-65100.000	5.43
U.S. BANK	297734	11/03/2015	ERRANDS - LUNCH	504-340-65100.000	8.05
U.S. BANK	297734	11/03/2015	LUNCH - ERRANDS	504-340-65100.000	10.44
U.S. BANK	297734	11/03/2015	OSHA TRAINING - NST	504-345-67200.000	117.98
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	504-345-67200.000	15.53
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	504-345-67200.000	14.09
U.S. BANK	297734	11/03/2015	OSHA TRAINING - HOLIDAY INN...	504-345-67200.000	185.93
U.S. BANK	297734	11/03/2015	OSHA TRAINING - FOOD	504-345-67200.000	8.57
U.S. BANK	297734	11/03/2015	OSHA TRAINING - LUNCH	504-345-67200.000	17.00

Expense Approval Report

Payment Dates: 10/10/2015 - 11/5/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
DAN'S TIRE & AUTO SERV	297635	10/20/2015	7918 - ALIGNMENT	504-340-66200.000	89.95
SAN BENITO SUPPLY	297723	11/03/2015	WATER SERV/TREE REMOVAL S...	504-345-65700.000	229.75
PARTS & SERVICE CENTER	297668	10/20/2015	7918 - PREVENT MAINT.	504-345-66200.000	176.23
ACCONTEMPS	297620	10/20/2015	TEMP SERVICES - G. ALBOR	504-191-63900.000	481.84
TYLER TECHNOLOGIES	297733	11/03/2015	INSITE TRANSACTION FEES - UTI...	504-191-63300.000	645.00
CITY OF GREENFIELD	297629	10/20/2015	920 WALNUT AVE - CORP YARD	504-340-64400.000	118.95
SHORE CHEMICAL COMPANY, I...	297676	10/20/2015	SODIUM HYPHOCHLORITE	504-345-65700.000	1,713.32
BEN-E-LECT	297625	10/20/2015	OCTOVER 2015	504-191-52510.000	2.76
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	504-191-52510.000	178.16
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	504-340-52510.000	620.20
BEN-E-LECT	297624	10/20/2015	OCTOBER 2015	504-345-52510.000	342.84
				Fund 504 - WATER FUND Total:	43,890.35
Fund: 705 - SUCCESSOR ADMINISTRATIVE FUND					
LOZANO SMITH	297710	11/03/2015	LEGAL SERVICES - SEPTEMBER 2...	705-820-63100.000	758.50
				Fund 705 - SUCCESSOR ADMINISTRATIVE FUND Total:	758.50
Grand Total:					448,385.36

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	221,138.05
200 - SUPPLEMENTAL LAW ENFORCEMENT	12,360.16
201 - POLICE - OTHER GRANTS	1,989.68
213 - PARKS	57,201.69
215 - CDBG Fund	4,060.50
220 - Measure X Supplemental Sales & Use Tax Fund	30,275.79
230 - GAS TAX FUND	18,662.52
240 - LOCAL TRANSPORTATION FUND	8,827.64
263 - LLM #1 - LEXINGTON	3,473.88
264 - LLM #2 - TERRA VERDE, ETC	21,109.47
265 - SMD #1	349.34
266 - SMD #2	344.75
297 - GREENFIELD SCIENCE WORKSHOP	3,322.11
503 - SEWER FUND	20,620.93
504 - WATER FUND	43,890.35
705 - SUCCESSOR ADMINISTRATIVE FUND	758.50
Grand Total:	448,385.36

Account Summary

Account Number	Account Name	Payment Amount
100-101-63100.000	Administration Services	120.00
100-101-65100.000	General Operating Suppli...	102.00
100-101-66100.111	Gasoline & Oil - Mayor	116.22
100-101-67100.111	Meetings & Conference -...	326.50
100-101-67300.000	Other Meals & Travel	13.85
100-101-68300.000	Memberships	250.00
100-101-78100.000	General Community Fund...	5,000.00
100-110-52510.000	Health Insurance	3,257.25
100-110-61200.000	Printing and Copying	691.50
100-110-61400.000	Office Supplies	14.48
100-110-64600.000	Cell Phone Charges	36.74
100-110-65100.000	General Operating Suppli...	239.86
100-110-65200.000	Uniforms / Personnel Equ...	468.69
100-110-66100.000	Gasoline & Oil	99.79
100-110-67100.000	Meetings & Conferences	21.93
100-110-67200.000	Other Training	520.00
100-110-68100.000	Recruitment	360.00
100-110-68300.000	Memberships	400.00
100-111-52510.000	Health Insurance	257.63
100-111-61500.000	Small Office Equipment	178.18
100-111-63700.000	Public Works Services	2,347.00
100-111-64100.000	Electricity	3,484.89
100-111-64300.000	Water Utility	97.22
100-111-64500.000	Phone Charges	1,623.00
100-111-65600.000	Janitorial Supplies	359.14
100-111-65900.000	Building Maintenance Su...	53.11
100-111-66200.000	Vehicle Maintenance	28.00
100-115-62100.000	Insurance	1,791.16
100-125-63200.000	Technology Services	5,282.10
100-125-65300.000	Technology Supplies	313.42
100-150-63100.000	Administration Services	18,252.21
100-170-52510.000	Health Insurance	86.62
100-170-63100.000	Administration Services	175.60
100-170-68300.000	Membership	294.00
100-190-52510.000	Health Insurance	116.67
100-190-61100.000	Postage	24.38
100-190-61200.000	Printing and Copying	246.21

Account Summary

Account Number	Account Name	Payment Amount
100-190-63300.000	Financial Services	18,120.00
100-190-68100.000	Recruitment	225.00
100-190-73595.000	Cost Allocation Plan	862.50
100-191-64400.000	Waste Disposal	44,802.74
100-201-52510.000	Health Insurance	1,381.94
100-201-61200.000	Printing and Copying	509.02
100-201-61400.000	Office Supplies	281.44
100-201-64900.000	Other Utilities	30.02
100-201-65100.000	General Operating Suppli...	67.47
100-201-66100.000	Gasoline & Oil	211.16
100-201-66200.000	Vehicle Maintenance	185.53
100-201-67100.000	Meetings & Conferences	771.20
100-201-68200.000	Community Outreach	576.00
100-215-52510.000	Health Insurance	3,309.56
100-215-61100.000	Postage	142.53
100-215-61200.000	Printing and Copying	341.08
100-215-61400.000	Office Supplies	244.82
100-215-63400.000	Police Services	120.00
100-215-64500.000	Phone Charges	787.25
100-215-64700.000	Radios	1,866.65
100-215-64900.000	Other Utilities	15.01
100-215-65100.000	General Operating Suppli...	175.15
100-215-65400.000	Police Supplies	840.96
100-215-66100.000	Gasoline & Oil	5,829.18
100-215-66200.000	Vehicle Maintenance	466.16
100-215-67200.000	Other Training	868.53
100-215-68100.000	Recruitment	115.00
100-22210	Federal Withholding Tax ...	7,472.76
100-22215	FICA Payable	8,809.22
100-22220	State Withholding Tax Pa...	2,437.94
100-22225	S.D.I. Payable	433.17
100-22320	Medical Benefits Payable	38,074.95
100-22340	Long-Term Disability Paya...	986.82
100-22410	G.P.O.A. Union Dues Paya...	500.00
100-22415	G.P.S.A. Union Dues Payab..	400.00
100-22420	S.E.I.U. Union Dues Payab...	238.72
100-22430	Deferred Comp Payable	1,034.51
100-22435	PERS Loan Payable	120.34
100-22440	AFLAC Insurance Payable	860.06
100-22490	Miscellaneous Withholding	55.00
100-230-63400.000	Animal Control Services	13,176.44
100-230-64600.000	Cell Phone Charges	47.77
100-230-64900.000	Other Utilities	38.01
100-230-65400.000	Police Supplies	266.48
100-230-66100.000	Gasoline & Oil	57.87
100-230-67200.000	Other Training	525.00
100-24694	Magnolia Senior Apartme...	787.50
100-26001	Suspense Account	55.00
100-310-52510.000	Health Insurance	1,163.40
100-310-61200.000	Printing and Copying	191.65
100-310-61400.000	Office Supplies	73.90
100-310-61500.000	Small Office Equipment	75.85
100-310-63900.000	General Services	75.00
100-310-65100.000	General Operating Suppli...	27.42
100-310-65200.000	Uniforms/Personnel Equi...	526.10
100-310-65600.000	Janitorial Supplies	9.14
100-310-65900.000	Building Maintenance Su...	31.19
100-310-68100.000	Recruitment	104.00

Account Summary

Account Number	Account Name	Payment Amount
100-311-52510.000	Health Insurance	716.23
100-311-66200.000	Vehicle Maintenance	1,525.52
100-44995.000	Over / Short	10.00
100-47899.000	Miscellaneous Revenues...	5,000.00
100-49553.000	Transfer from Sewer Fund	-1,791.16
100-550-52510.000	Health Insurance	1,134.11
100-550-64100.000	Electricity	214.16
100-550-64300.000	Water Utility	1,572.58
100-550-64400.000	Waste Disposal	118.94
100-550-64600.000	Cell Phone Charges	24.20
100-550-64900.000	Other Utilities	16.23
100-550-65700.000	Public Works Supplies	47.39
100-550-66100.000	Gasoline & Oil	58.85
100-550-66300.000	General Operations Equi...	1,180.66
100-551-64100.211	Electricity	85.97
100-551-64200.211	Gas Utility	17.31
100-551-64300.000	Water Utility	64.25
100-551-64400.000	Waste Disposal	229.96
100-590-64100.000	Electricity	277.53
100-590-64200.000	Gas Utility	16.55
100-590-64300.000	Water Utility	27.63
100-601-52510.000	Health Insurance	602.16
100-601-63600.000	Community Development...	150.00
100-601-66100.000	Gasoline & Oil	86.60
100-601-67100.000	Meetings & Conferences	901.92
200-902-81510.321	Vehicles	12,360.16
201-22210	Federal Withholding Tax ...	539.02
201-22215	FICA Payable	969.32
201-22220	State Withholding Tax Pa...	224.32
201-22225	S.D.I. Payable	57.02
201-22410	G.P.O.A. Union Dues Paya...	200.00
213-22210	Federal Withholding Tax ...	15.49
213-22215	FICA Payable	14.78
213-22220	State Withholding Tax Pa...	5.47
213-22225	S.D.I. Payable	0.87
213-22430	Deferred Comp Payable	6.25
213-905-87513.000	Prop 84 Greenfield Comm...	57,158.83
215-22210	Federal Withholding Tax ...	155.19
215-22215	FICA Payable	101.44
215-22220	State Withholding Tax Pa...	58.01
215-22225	S.D.I. Payable	2.61
215-22430	Deferred Comp Payable	28.75
215-310-73535.435	CDBG Planning Studies	3,714.50
220-215-63400.000	Police Services	10,360.00
220-215-65400.000	Police Supplies	15.27
220-215-71400.000	Police Equipment	13,186.96
220-22210	Federal Withholding Tax ...	1,799.14
220-22215	FICA Payable	2,180.10
220-22220	State Withholding Tax Pa...	614.35
220-22225	S.D.I. Payable	128.23
220-22410	G.P.O.A. Union Dues Paya...	500.00
220-22430	Deferred Comp Payable	100.00
220-22450	Wage Garnishments Paya...	1,377.68
220-551-64300.000	Water Utility	14.06
230-22210	Federal Withholding Tax ...	462.60
230-22215	FICA Payable	882.04
230-22220	State Withholding Tax Pa...	96.09
230-22225	S.D.I. Payable	51.88

Account Summary

Account Number	Account Name	Payment Amount
230-22420	S.E.I.U. Union Dues Payab...	98.76
230-22430	Deferred Comp Payable	193.83
230-320-52510.000	Health Insurance	6,010.99
230-320-63700.000	Public Works Services	1,212.16
230-320-63900.000	General Services	36.00
230-320-64100.000	Electricity	7,040.23
230-320-64300.000	Water Utility	4.02
230-320-64400.000	Waste Disposal	118.94
230-320-64600.000	Cell Phone Charges	24.20
230-320-64900.000	Other Utilities	16.23
230-320-65100.000	General Operating Suppli...	174.23
230-320-65200.000	Uniforms / Personnel Equ...	104.07
230-320-65600.000	Janitorial Supplies	64.28
230-320-65700.000	Public Works Supplies	229.74
230-320-66100.000	Gasoline & Oil	1,476.33
230-320-66200.000	Vehicle Maintenance	21.23
230-320-67200.000	Other Training	344.67
240-903-83510.000	Street Improvement Proje...	400.00
240-903-89505.491	Safe Routes to School Pro...	8,427.64
263-22210	Federal Withholding Tax ...	6.62
263-22215	FICA Payable	16.72
263-22220	State Withholding Tax Pa...	1.73
263-22225	S.D.I. Payable	0.97
263-22430	Deferred Comp Payable	1.46
263-360-52510.000	Health Insurance	108.21
263-360-63700.000	Public Works Services	2,120.00
263-360-64100.000	Electricity	956.71
263-360-64300.000	Water Utility	233.04
263-360-65700.000	Public Works Supplies	28.42
264-22210	Federal Withholding Tax ...	9.11
264-22215	FICA Payable	31.04
264-22220	State Withholding Tax Pa...	2.16
264-22225	S.D.I. Payable	1.81
264-22430	Deferred Comp Payable	1.46
264-360-52510.000	Health Insurance	169.31
264-360-63700.000	Public Works Services	14,654.40
264-360-64100.000	Electricity	899.37
264-360-64300.000	Water Utility	5,239.62
264-360-64500.000	Phone Charges	11.25
264-360-65700.000	Public Works Supplies	89.94
265-22210	Federal Withholding Tax ...	21.41
265-22215	FICA Payable	41.08
265-22220	State Withholding Tax Pa...	4.39
265-22225	S.D.I. Payable	2.41
265-22420	S.E.I.U. Union Dues Payab...	5.70
265-22430	Deferred Comp Payable	10.50
265-360-52510.000	Health Insurance	254.03
265-360-64100.000	Electricity	9.82
266-22210	Federal Withholding Tax ...	21.40
266-22215	FICA Payable	40.96
266-22220	State Withholding Tax Pa...	4.35
266-22225	S.D.I. Payable	2.42
266-22420	S.E.I.U. Union Dues Payab...	5.67
266-22430	Deferred Comp Payable	10.49
266-360-52510.000	Health Insurance	259.46
297-22210	Federal Withholding Tax ...	200.14
297-22215	FICA Payable	367.12
297-22220	State Withholding Tax Pa...	41.20

Account Summary

Account Number	Account Name	Payment Amount
297-22225	S.D.I. Payable	21.59
297-597-52510.000	Health Insurance	35.00
297-597-64100.292	Electricity	190.28
297-597-64200.292	Gas Utility	8.11
297-597-64300.292	Water Utility	19.66
297-597-64400.292	Waste Disposal	58.62
297-597-64900.000	Other Utilities	99.99
297-597-65500.292	Recreation Supplies	2,005.40
297-597-68100.291	Recruitment	275.00
503-191-52510.000	Health Insurance	180.92
503-191-61200.000	Printing and Copying	184.11
503-191-63300.000	Utility Billing Financial Ser...	682.50
503-191-63800.000	Utility Bill Services	184.11
503-191-63900.000	General Services	2,544.09
503-191-68100.000	Recruitment	48.00
503-22210	Federal Withholding Tax ...	794.80
503-22215	FICA Payable	1,491.66
503-22220	State Withholding Tax Pa...	167.01
503-22225	S.D.I. Payable	87.76
503-22420	S.E.I.U. Union Dues Payab...	207.09
503-22430	Deferred Comp Payable	197.43
503-330-52510.000	Health Insurance	2,224.36
503-330-64300.000	Water Utility	24.70
503-330-64400.000	Waste Disposal	118.94
503-330-64600.000	Cell Phone Charges	30.00
503-330-64900.000	Other Utilities	55.24
503-330-65100.000	General Operating Suppli...	11.18
503-330-65200.000	Uniforms / Personnel Equ...	108.82
503-330-65700.000	Public Works Supplies	45.62
503-330-66100.000	Gasoline & Oil	103.38
503-330-66200.000	Vehicle Maintenance	177.90
503-330-66300.000	General Operations Equi...	103.96
503-330-68100.000	Recruitment	123.00
503-330-95100.000	Transfer to General Fund	1,791.16
503-333-52510.000	Health Insurance	933.55
503-333-64100.000	Electricity	788.50
503-333-67200.000	Other Training	356.32
503-335-52510.000	Health Insurance	73.70
503-335-64100.000	Electricity	5,772.56
503-335-65200.000	Uniforms / Personnel Equ...	37.33
503-335-65700.000	Public Works Supplies	387.95
503-335-65900.000	Building Maintenance Su...	106.52
503-335-66400.000	Sewer Operations Eqt Ma...	144.89
503-335-67200.000	Other Training	331.87
504-191-52510.000	Health Insurance	2,679.75
504-191-61200.000	Printing and Copying	184.11
504-191-63300.000	Utility Billing Financial Ser...	682.50
504-191-63800.000	Utility Bill Services	184.11
504-191-63900.000	General Services	2,544.12
504-191-68100.000	Recruitment	48.00
504-22210	Federal Withholding Tax ...	388.35
504-22215	FICA Payable	716.00
504-22220	State Withholding Tax Pa...	78.74
504-22225	S.D.I. Payable	42.12
504-22420	S.E.I.U. Union Dues Payab...	80.20
504-22430	Deferred Comp Payable	90.32
504-340-52510.000	Health Insurance	2,123.85
504-340-61200.000	Printing and Copying	691.51

Account Summary

Account Number	Account Name	Payment Amount
504-340-64400.000	Waste Disposal	118.95
504-340-64600.000	Cell Phone Charges	30.01
504-340-64900.000	Other Utilities	55.21
504-340-65100.000	General Operating Suppli...	237.63
504-340-65100.254	Water Conservation Suppl...	15.51
504-340-65200.000	Uniforms / Personnel Equ...	4.56
504-340-66100.000	Gasoline & Oil	467.20
504-340-66200.000	Vehicle Maintenance	119.15
504-340-67200.000	Other Training	26.66
504-340-67400.000	Certifications	70.00
504-340-68100.000	Recruitment	123.00
504-340-68200.254	Water Conservation Reba...	1,688.36
504-345-52510.000	Health Insurance	376.07
504-345-64100.000	Electricity	26,634.70
504-345-64200.000	Gas Utility	15.71
504-345-64500.000	Phone Charges	70.62
504-345-65200.000	Uniforms / Personnel Equ...	99.24
504-345-65700.000	Water Production Supplies	2,233.30
504-345-66200.000	Vehicle Maintenance	611.69
504-345-67200.000	Other Training	359.10
705-820-63100.000	Administration Services	758.50
	Grand Total:	448,385.36

Project Account Summary

Project Account Key	Payment Amount
None	448,385.36
Grand Total:	448,385.36

**CITY COUNCIL/SUCCESSOR MEETING
MINUTES**

CITY COUNCIL MEETING OF OCTOBER 13, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:09 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibañez

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann, Administrative Services Director Corgill, City Attorney Sullivan, City Clerk Rathbun

GUESTS: Ellen Martin, Angel Villagomez, Javier Lopez, Miguel Ramirez, Justino Ramirez, Severiano Gonzalez, Manuel Garcia, Elisia Garcia, Adriana Garcia, Andres Cruz, Luis Lopez, Doc Ervin, Mike Tidwell, Carlos Tamayo, Albert Magdaleno

MOMENT OF SILENT PRAYER

There was a moment of silent prayer.

PLEDGE OF ALLEGIANCE

All recited the pledge of allegiance.

AGENDA REVIEW

City Manager Stanton asked that Item #I-1 and #J-2 be continued. She asked that the Council consider holding a special meeting on October 27th to discuss Item #1, Field of Greens Energy Program.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Doc Ervin, Greenfield School District, stated that he had been working with City Manager Stanton regarding the possibility of using the Council chambers for the school board monthly meetings and hoped that the Council felt it was a good idea. He also thanked Mayor Pro-tem Rodriguez for attending the Citizens Oversight Committee for the Greenfield School District as well as Mayor Huerta for attending the meetings and Councilmember Torres for her letter of support for the unification of the schools.

Ellen Martin, First Night Monterey, stated she was excited to announce that October 18th was the Harvest Festival. She also gave a brief description of the events that would be taking place at the festival.

Angel Villagomez, Javier Lopez and Albert Magdaleno thanked the City for their support for the festival and the art center.

Andres Cruz stated that he would like to invite the entire Council to a dinner recognizing the Council for all their hard work and present them with certificates of appreciation.

CONSENT CALENDAR

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to approve the consent calendar including Warrants #297345 through #297602 and Bank Drafts #1375 through #1461 in the amount of \$718,855.46, approval of Minutes of the September 8, 2015 City Council Meeting and September 22, 2015 Special City Council Meeting. All in favor. Motion carried.

MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

Mayor Huerta stated that he had met with Doc Ervin and Shim regarding the unification and stated that things were moving forward.

CERTIFICATE OF APPRECIATION TO BRENT SLAMA, GREENFIELD LITTLE LEAGUE PRESIDENT

This item was tabled to the next regular meeting.

PUBLIC HEARINGS

PUBLIC HEARING- CONSIDERATION OF GREENFIELD – FIELD OF GREENS ENERGY PROGRAM

Mayor Huerta opened the public hearing at 6:35 p.m.

No comments were received.

Mayor Huerta continued the public hearing.

Staff report was given by City Manager Stanton.

CITY COUNCIL BUSINESS

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE PURCHASE OF ONE FORD TRANSIT PASSENGER WAGON RESOLUTION #2015-63

Staff report was given by City Manager Stanton.

A MOTION by Councilmember Torres, seconded by Councilmember Santibañez to adopt **Resolution #2015-63, "A Resolution of the City Council of the City of Greenfield Approving the Purchase of One Ford Transit Passenger Wagon"**. All in favor. Motion carried.

CONSIDERATION OF A WORK FORCE BOARD LEASE

Staff report was given by City Manager Stanton.

This item was tabled to a future meeting.

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD MODIFYING THE WATER SURCHARGE PROGRAM TO EXEMPT THE FIRST 5,000 GALLONS OF MONTHLY WATER CONSUMPTION FOR EACH INDIVIDUAL SINGLE-FAMILY OR MULTI-FAMILY RESIDENTIAL UNIT FROM THE IMPOSITION OF THE WATER SURCHARGE FEE RESOLUTION #2015-64

Staff report was given by Community Services Director Steinmann.

Mayor Pro-tem Rodriguez asked if the City had a comparison with the cities that did not have a surcharge and only had volunteer water conservation measures in place. Community Services Director Steinmann stated that he could get the information to the Council.

There was discussion among Council and staff regarding the surcharge.

A MOTION by Councilmember Santibañez, seconded by Councilmember Walker to adopt **Resolution #2015-64 "A Resolution of the City Council of the City of Greenfield Modifying the Water Surcharge Program to Exempt the First 5,000 Gallons of Monthly Water Consumption for Each Individual Single-Family or Multi-Family Residential Unit from the Imposition of the Water Surcharge Fee"**. All in favor. Motion carried.

CONSIDERATION OF A CITY MANAGER PERFORMANCE REVIEW AND TIME FRAME

Staff report was given by City Manager Stanton.

A MOTION by Mayor Huerta, seconded by Councilmember Walker to appoint Councilmember Santibañez and Mayor Huerta to a sub-committee for a city manager performance review and time frame. All in favor. Motion carried.

**ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF GREENFIELD AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GREENFIELD
RESOLUTION #2015-65**

Staff report was given by Administrative Services Director Corgill.

A MOTION by Councilmember Walker, seconded by Councilmember Torres to adopt **Resolution #2015-65, "A Resolution of the City Council of the City of Greenfield Approving a Loan Agreement Between the City of Greenfield and the Successor Agency to the Former Redevelopment Agency of the City of Greenfield"**. All in favor. Motion carried.

ADJOURN TO SUCCESSOR AGENCY MEETING

City Council adjourned to the Successor Agency Meeting at 7:27 p.m.

SUCCESSOR AGENCY OF THE CITY OF GREENFIELD - BUSINESS

**ADOPT A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GREENFIELD APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF GREENFIELD AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GREENFIELD
RESOLUTION SA #2015-02**

Staff report was given by Administrative Services Director Corgill.

A MOTION by Agency Member Torres, seconded by Agency Member Walker to adopt **Resolution SA #2015-02, "A Resolution of the Board of the Successor Agency to the Former Redevelopment Agency of the City of Greenfield Approving a Loan Agreement Between the City of Greenfield and the Successor Agency to the Former Redevelopment Agency of the City of Greenfield"**. All in favor. Motion carried.

**ADOPT A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GREENFIELD APPROVING THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GREENFIELD, APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND ESCROW AGREEMENTS RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO
RESOLUTION SA #2015-03**

Staff report was given by Administrative Services Director Corgill.

Doug Anderson, Urban Futures, gave an overview of the process for refunding of the bonds.

A MOTION by Agency Member Walker, seconded by Agency Member Torres to adopt **Resolution SA #2015-03, "A Resolution of the Board of the Successor Agency to the Former Redevelopment Agency of the City of Greenfield Approving the Issuance of Refunding Bonds in Order to Refund Certain Outstanding Obligations of the Former Redevelopment Agency of the City of Greenfield, Approving the Execution and Delivery of an Indenture of Trust and Escrow Agreements Relating Thereto, Requesting Oversight Board Approval of the Issuance of the Refunding Bonds, Requesting Certain Determinations by the Oversight Board, and Providing for Other Matters Properly Relating Thereto"**. All in favor. Motion carried.

ADJOURN SUCCESSOR AGENCY MEETING

Agency Board adjourned the Successor Agency Meeting at 7:36 p.m.

RECONVENE TO CITY COUNCIL

City Council reconvened to City Council Meeting at 7:37 p.m.

ADJOURN TO CLOSED SESSION

City Council adjourned to closed session at 7:38 p.m.

CONFERENCE WITH LABOR NEGOTIATORS

AGENCY DESIGNATED REPRESENTATIVE: CITY MANAGER

EMPLOYEE ORGANIZATION: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

CONFERENCE WITH LABOR NEGOTIATORS

AGENCY DESIGNATED REPRESENTATIVE: CITY MANAGER

EMPLOYEE ORGANIZATION: GREENFIELD POLICE SUPERVISORS ASSOCIATION

CONFERENCE WITH LABOR NEGOTIATORS

AGENCY DESIGNATED REPRESENTATIVE: CITY MANAGER

EMPLOYEE ORGANIZATION: GREENFIELD POLICE OFFICERS ASSOCIATION

RECONVENE TO OPEN SESSION

City Council reconvened to open session at 7:51 p.m.

City Attorney Sullivan stated that staff informed Council regarding the negotiations and there was no reportable action.

BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

Councilmember Torres and Santibañez reported on the League of California Cities conference.

Mayor Huerta stated that he had sent the highlights of the AMBAG meeting to the Council. He also stated that he would like to have an item placed on the next agenda to appoint a representative to the TAMC Board. He stated that with his new work schedule he would not be able to attend the meetings. He stated that he would be happy to be the alternate.

COMMENTS FROM CITY COUNCIL

Councilmember Torres stated that Mr. Cruz had come to talk to her about wanting to have a dinner as a thank you and that he didn't talk with some of the Council because he didn't have a translator.

Councilmember Santibañez stated that she wanted to know if the Council was interested in reviewing the animal control ordinance because she felt that it needed to be updated and there needed more detail on some items. She stated that there was no warning system and there should be warnings issued. Mayor Huerta stated that it was a good idea to review it.

Councilmember Walker asked if the animal control officer worked only 20 hours a week and could she work more. City Manager Stanton stated that 20 hours was not enough and if the Council wanted more hours it would need to be budgeted. He also asked if the City could look into the tow trucks that were parking in front of the high school and asked if something could be done about it. Mayor Huerta stated that he and the City Manager have been working on this and that two of the trucks belonged to residents in the neighborhood.

Mayor Pro-tem Rodriguez stated that Mr. Cruz also spoke with him about having a recognition dinner for the Council to say thank you. He suggested that the Council meet an hour earlier than the Council meeting to allow the meeting with Mr. Cruz and the members of the public that he represented. He suggested that it not be a full dinner but maybe hordervs and finger foods.

Mayor Pro-tem Rodriguez stated that he attended the Valley Managers/Mayors meeting last week and found it informative and stated that the City Manager from Gonzales stated that there needed to be follow up on the items discussed.

CITY MANAGER REPORT

City Manager Stanton stated that she had been talking to Doc Ervin regarding using the civic center for their school board meeting. It was the consensus of the City Council to allow the school board to hold their monthly meetings at the Council chambers. City Manager Stanton stated that she would be working on a joint use facility agreement. City Manager Stanton also stated that there had been many conversations with the Monterey County Courts to hold sessions in the Chambers as well; however, they have not contacted the City about it.

City Manager Stanton stated that there was a meeting regarding the south end annexation and it went very well.

ADJOURNMENT

Mayor adjourned the City Council meeting in loving memory of Annie Moreno, Javier Lopez and Leo Trevino at 8:16 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

CITY COUNCIL SPECIAL MEETING MINUTES

CITY COUNCIL MEETING OF OCTOBER 27, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:07 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Councilmember Walker, Torres and Santibañez
Mayor Pro-tem Rodriguez arrived at 6:22 p.m.

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann,
City Attorney Sullivan, City Clerk Rathbun

GUESTS: Beatriz Diaz

INVOCATION

Invocation was given by Pastor Clements.

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

City Manager Stanton suggested that the Council hear Item H-4 in closed session then come back to open session and hear the presentation. City Council concurred.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS ONLY ON THE AGENDA

Angelica Morales stated that after the Harvest Festival they helped clean El Camino Real. She stated that her sister, her mother and she had been part of the clean-up group that Mayor Huerta had organized. She welcomed the Council to the next clean-up day. She stated that they clean on Sundays. Mayor Huerta explained the clean-up program and stated that there were 18 volunteers cleaning last Sunday and they cleaned all of El Camino Real, from Highway 101 North to Highway 101 South.

ADJOURN TO CLOSED SESSION

**City Council Special Meeting Agenda
October 27, 2015**

Meeting adjourned to closed session at 6:13 p.m.

**CLOSED SESSION - DISCUSSION OF CONFIDENTIAL EMPLOYEE EVALUATION
PROCESS**

RECONVENE TO OPEN SESSION

Meeting reconvened to open session at 6:52 p.m.

There was no reportable action taken.

CITY COUNCIL BUSINESS

DISCUSSION OF ENERGY SERVICE CONTRACT

Staff report was given by City Manager Stanton.

Power point presentation was given by Emily Douglas, OpTerra.

There was discussion regarding the risks and benefits of the contract.

This was an informational item.

Beatriz Diaz stated that she believed that this would be a good idea and stated that the Council did need to inform the public before making any decision.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Service Employees International Union, Local 521

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Greenfield Police Supervisors Association

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Greenfield Police Officers Association

Meeting adjourned to closed session at 8:14 p.m.

**City Council Special Meeting Agenda
October 27, 2015**

RECONVENE TO OPEN SESSION

Meeting reconvened to open session at 9:44 p.m.

There was no reportable action taken.

ADJOURNMENT

Meeting adjourned at 9:45 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield



Tri-Cities Disposal & Recycling
(888) 678-6798

Tri-Cities Disposal & Recycling Service

2014 Outreach Summary Greenfield, CA

1 EDUCATIONAL OUTREACH

- New and improved Tri-Cities web site: <http://www.tri-citiesdisposal.com>
- Green waste contamination campaign: cart hangers & cart stickers
- 1/22/14 MRF tour for city staff Gonzales, Greenfield & Soledad
- 4/29/14 Visit Greenfield businesses on ECR without recycling: Economy Market, Economy Housing, 3 additional shops in that block area, Post Office (check in)
- 5/12/14 Business visits 5 sites (including Dollar Tree)
- 5/15/14 Waste audit: Greenfield Memorial Hall
- 5/21/14 Classroom presentation: Oak Avenue Head Start
- 11/19/14 Recycling outreach to VGS (multiple calls & attempts)

2 ADVERTISING & COMMUNITY KIOSK & NEWSLETTER

- Provide event, services & information slides for civic center information kiosk and insert for City Manager's monthly newsletter
Slides include: Green waste contamination, Oil & filter recycling, Recycling do's & don'ts, cleanup events
- Monthly advertisement in South County Newspapers & chamber of commerce insert
 - Includes, recycling messages, AB939 and AB341 messages
- South County Newspapers Thanksgiving schedule advertising & recycling messages
- South County Newspapers Christmas & New Year's schedule advertising & recycling messages

3 DIRECT MAILING & FLYER OUTREACH

- 2014 Annual Services Mailer
- 2014 Holiday Schedule & Services Mailer (Includes RRR information & water conservation)
- 2014 Cleanup Week event residential mailer
- 2014 Reuse, Recycle & Cleanup Day event residential mailer
- 2014 AB341 mailer included in all city business license renewals
- 2014 Create utility billing insert/overlay for reusable bag ordinance

4 SCHOOLS

- 2014 Annual Recycling Refresher: All teacher's mailboxes (both districts)
- Coordinate multiple e-waste for cash pallet load recycling pickups
- Work with Greenfield HS transition center class provide 8 additional collection containers for CRV recycling program
- Coordinate extra beginning & end of school year recycling at request of MOTS dept.
- Create collection containers & labels for pizza box issue in outdoor dining area Greenfield HS
- 12/3/14 Coordinate & provide materials for Offset Project Greenfield HS teacher outreach

5 EVENTS & OTHER

- 4/15/14 CalRecycle pre-annual visit conference call & follow up on to-do list
- 5/28/14 CalRecycle site visit & follow up on to-do list
- 6/17/14 Create collection containers & labels for pizza box issue @ Heritage Park
- 7/3/14 Coordinate trash & recycling service for Farmer's Market events
- 8/4/14 Cleanup week event coordination & reporting
- 8/21/14 Implement recycling program: Greenfield Memorial Hall
 - Includes update to rental contract, internal & external infrastructure, labels & signs
- 10/25/14 Reuse, Recycle & Cleanup Day event coordination & reporting
- 10/6/14 Coordinate trash & recycling service for special event: Harvest Festival

2014 Events, WA, RecycleRama, Presentations, Tours, Multifamily and

Events

1. Composting workshop at Patriot Park Community Center in Greenfield
2. Earth Day Give-away Bags at Rancho San Miguel in Greenfield
3. Dia Del Trabajador Agricola in Greenfield
4. Greenfield Harvest Festival
5. Greenfield One Day Cleanup
6. Greenfield Annual Cleanup Week
7. America Recycles Day Bags Distribution at Rancho San Miguel in Greenfield

RecycleRama Show

8. El Camino Real Science Academy 4-shows
9. Mary Chapa School 3-shows
10. CHISPA Tyler Townhomes in Greenfield 1 show
11. CHISPA Vineyard Green Y Summer Program in Greenfield 1-show

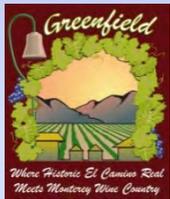
Recycling Presentations/Training

12. Recycling presentation at Kinder classroom at Oak Avenue in Greenfield

Waste Assessment/Recycling Implemented

Greenfield

- | | | |
|--------------------|--------------------|---|
| 1. La plaza Bakery | 150 El Camno Real | Waste assessment &
Recycling Implemented |
| 2. Greenfield Gym | 148 El Camino Real | Recycling implemented |



CITY OF GREENFIELD
2014 ANNUAL UPDATE
FOR
TRI-CITIES
DISPOSAL & RECYCLING

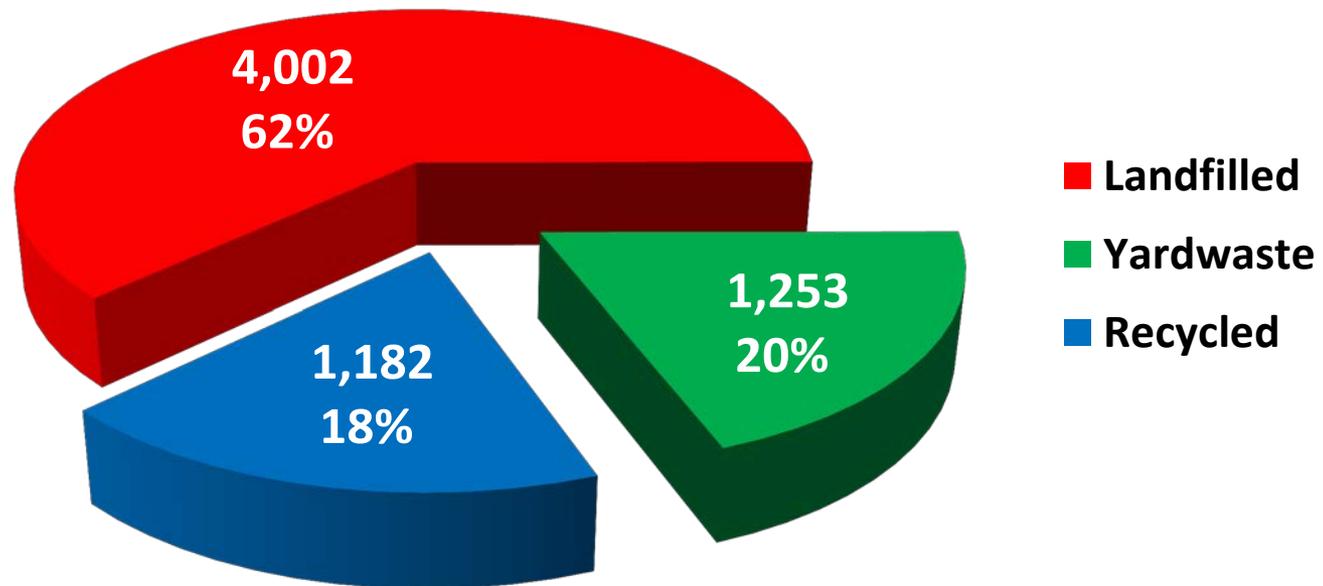


Tri-Cities Disposal & Recycling
(888) 678-6798

NOVEMBER 10, 2015 CITY COUNCIL MEETING

GREENFIELD RESIDENTIAL

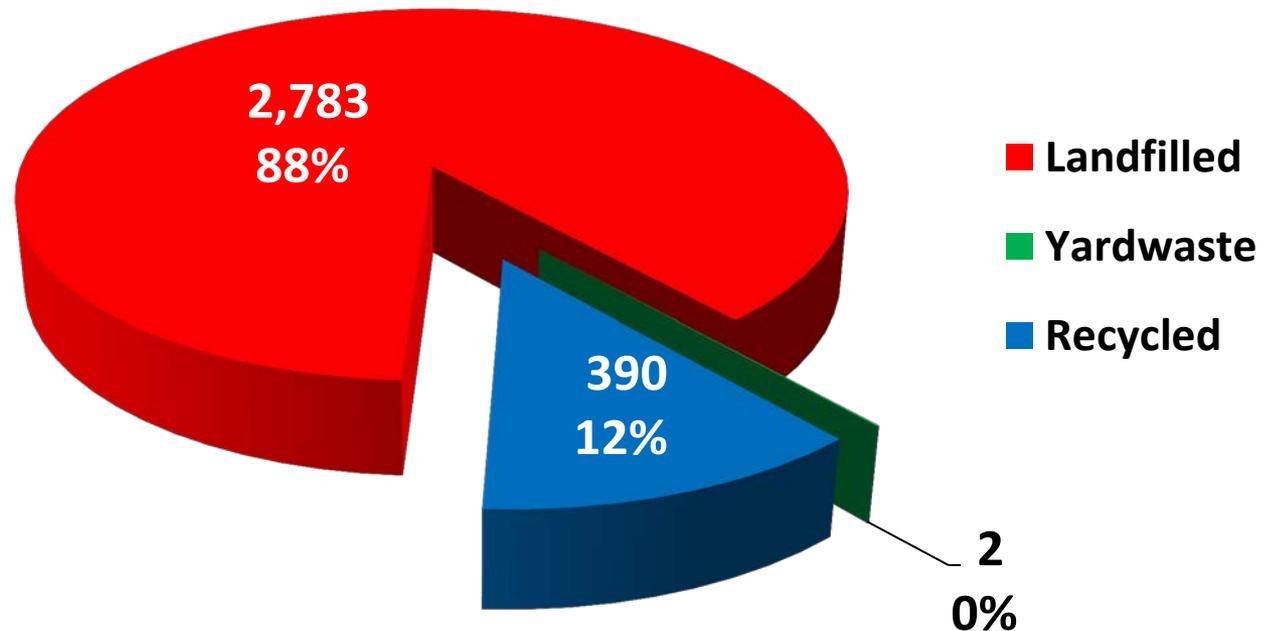
2014 Residential Solid Waste & Diversion



**Residential data does not include self-haul*

GREENFIELD COMMERCIAL

2014 Commercial Solid Waste & Diversion



**Commercial data includes drop box tonnage*

NUMBER OF CUSTOMERS

AVERAGE CUSTOMER COUNTS			
	2014	2013	% CHG
RESIDENTIAL	2,996	2,964	1%
COMMERCIAL	313	306	2%
TOTAL	3,309	3,270	1%



RESIDENTIAL TONS 2014 vs. 2013

RESIDENTIAL COMPARISON			
	2014	2013	% CHG
LANDFILLED	4,002	3,850	4%
YARDWASTE	1,253	1,373	-9%
RECYCLED	1,182	1,115	6%
TOTAL	6,437	6,338	2%

COMMERCIAL TONS 2014 vs. 2013

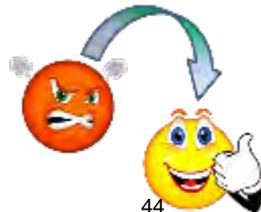
COMMERCIAL COMPARISON			
	2014	2013	% CHG
LANDFILLED	2,783	2,734	2%
YARDWASTE	2	7	-69%
RECYCLED	390	316	23%
TOTAL	3,175	3,057	4%

DIVERSION SUMMARY

DIVERSION COMPARISON		
	2014	2013
RESIDENTIAL	38%	39%
COMMERCIAL	12%	11%

2014 COMPLAINTS

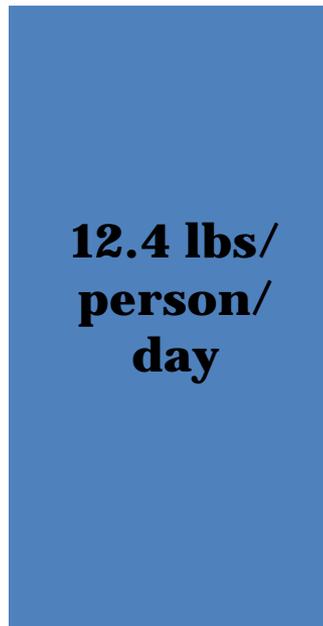
Total # of Complaints/Customer Calls Received	73
Summary of Complaints/Customer Calls	56 - Missed Service 7 - Carts Contaminated 10 - Other
Resolved	All were resolved or referred to City for further explanation



SB 1016/AB 939 COMPLIANCE



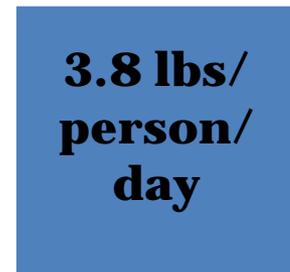
**2014
Generation**



**2014
Target
Rate**



**2014
Actual
Rate**



**2015
Target
Rate**



OUTREACH & DELIVERABLES

- ✓ Recycling Program Implementation at 6 Facilities
- ✓ 36 Outreach Events
- ✓ AB 939 Annual Report
- ✓ Contract Administration



CONCLUSION

- ✓ Tri-Cities is fulfilling Contract
- ✓ Minimal Customer Complaints
- ✓ Continue Coordinated Outreach Efforts
- ✓ Focus on Commercial Sector
- ✓ Green Waste Contamination



QUESTIONS?



Jenny Mitchell
Contracts & Grants Analyst
(831) 775-3018
jennym@svswa.org

Thank you!



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 3, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

SUBJECT: APPROVAL OF ENERGY SERVICE CONTRACT

BACKGROUND

Almost two years ago, the City began discussing the installation of a solar project in the City of Greenfield with Chevron Energy Solutions (which was subsequently sold to and is now OpTerra Energy Services). OpTerra Energy Services workforce is comprised of technical experts spanning a range of disciplines from engineering and design to project finance and workforce development. They bring a diverse group of specialists to each engagement so they can develop a deep understanding of each customer's situation and needs from multiple perspectives.

In April 2015, the City approved a development agreement with OpTerra Energy Services to perform an energy assessment for the installation of solar power at City Hall, the Wastewater Treatment Plant and Ponds, Water Wells #1, #6, and #7 and at Patriot Park and to prepare recommendations that would identify potential energy improvements and operational changes that could be implemented at each of these sites to realize future energy cost savings.

The primary purpose of the Assessment and the Recommendations was to provide an economic basis for the implementation of Energy Conservation Measures and to negotiate and execute an Energy Service Contract which would provide for, among other things, engineering, procurement, installation, construction and training service. The Energy Service Agreement outlines a master project schedule and the process that will be used to coordinate the work. If the City approves the proposed contract and has secured financing, OpTerra Energy Services will be given its authorization to begin the project.

Under the proposed contract, OpTerra Energy Services is responsible for obtaining all applicable Permits, except those issued by the City itself, and the City will assist OpTerra Energy Services

in obtaining the permits. The City will be responsible for obtaining and paying for all other permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable. The City is also responsible for paying all fees associated with plan checks, inspections and utility interconnection. After completion of the design phase and approval of the final plans and specifications by the City, OpTerra Energy Services will order the equipment identified in the scope of work, and any other necessary materials and supplies in order to meet the project schedule.

Proposed Scope of Work

The proposed scope of work is divided into two distinct phases. Phase I involves the installation of energy management equipment including the construction of solar panels Phase II would be the replacement of the City's outdated water meters and irrigation control systems and only be implemented after the Water Master Plan is complete and a the new Water User Fees are established during the next year. Both projects relate to increased effectiveness of city operations and the preservation of natural resources. The total construction cost for Phase I related to the Solar and Energy Conservation Measures is \$4,120,377. Including the cost of finance and interest charges, the total project cost is \$5,809,187 and will produce \$255,964 of annual savings related to reduced energy bills resulting from the production of solar energy, \$17,770 in savings related to energy conservation measures (ECM) (explained below) and \$5,078 in general savings related to reduced maintenance costs. The projected net benefits of the project (including solar, energy conservation and maintenance savings) for a twenty-five year period is \$4,469,248 as shown in Attachment #1. The total construction cost for Phase II related to the installation of new water meters and related improvements is \$2,856,465. Including the cost of finance and interest charges, the total project cost is \$3,844,724 which will generate \$137,962 in annual energy conservation savings (ECM) and \$100,475 in maintenance savings related to utility management. The projected net benefits of the project (including increased revenue from the new meters and maintenances savings) for a twenty-five year period is \$6,128,415 as shown in Attachment #2 Chart 1 summarizes this information.

Chart 1
Total Project Cost and Savings

Scope	Project Cost	Solar Savings	ECM Savings	Maintenance Savings
Solar and Energy Conservation Measures	\$5,809,187	\$255,964	\$17,770	\$5,078
Water Meters and Valves	\$3,844,724		\$137,962	\$100,475
Total	\$9,653,911	\$255,964	\$155,732	\$105,553

Solar and Energy Conservation Measures:

\$5,809,187 cost ÷ \$278,812 annual savings = 20.8 year breakeven/payback period

Water Meters and Valves:

\$3,844,724 cost ÷ \$238,437 annual savings = 16.1 year breakeven/payback period

The Energy Service Contract has a very complex and defined scope of work (See Attachment #3 for detail) that covers both Phase I relating to the Solar and Energy Conservation Measures well as Phase II relating to the Installation of Water Meters and Values. The scope of work for both parts of the project is best understood by examining its specific component parts. The Energy

Conservation element of this project involves the 1) Installation of solar generating facilities, 2) Retrofitting Interior and Exterior Lighting, 3) Retrofit of Streetlights and 4) Upgrade of Smart Thermostats. The Water Meter element of this project involves 1) Retrofitting Water Meters and installing a Fixed Network Communication System, 2) Installing Smart Irrigation Controls and 3) Installing Dissolved Oxygen (DO) Sensors at the Waste Water Treatment Plant. Each of the individual components will be discussed during the presentation and within this memorandum.

PHASE I: SOLAR AND ENERGY CONSERVATION MEASURES

Solar Generating Facilities are proposed for at City Hall, Patriot Park, Well #7, the Wastewater Treatment Percolation Pond, RES-BCT. As discussed with the City in previous work sessions, solar units at City Hall and Patriot Park will be installed on a canopy and remaining areas will be ground mounted. (See attached power point presentation.)

OpTerra Energy will prepare design drawings, required geotechnical evaluations, utility interconnection drawings and will provide and install solar canopy structures. The canopy structure design will include a painted canopy structure 9-12 feet in height and a pier depth of eight feet deep and assumes no de-watering, benching, shoring, or casing.

As shown below, the proposed system installation is projected to reduce energy costs by \$255,964 per year, most of which will be realized in the water and wastewater programs.

\$5,551,441 cost ÷ \$255,964 annual savings = 21.7 year breakeven/payback period

Chart 2
Projected Solar Savings

Location	KWh Usage (July 2024 - June 2015) from monthly Bills	Actual Bills	3% Utility User Tax Removal	kw DC	Year 1 kWh Solor Production	\$/kWh Offset	Year 1 PV Production Value
City Hall/PD	170,333	32,446	31,473	58.50	90,154	\$ 0.22	\$ 19,713
Wells #5 Patriot Park	186,965	33,901	32,884	87.75	135,731	\$ 0.24	\$ 32,267
Wells #7 Corp Yard	434,640	90,037	87,336	187.20	302,751	\$ 0.28	\$ 83,860
WWTP Ponds	213,407	37,167	36,052	187.20	299,904	\$ 0.20	\$ 61,042
RES-BCT				263.30	421,981	\$ 0.14	\$ 59,082
				783.95	1,250,521		255,964.00

Retrofitting Interior Lights will include the installation of High Efficiency light emitting diodes (LED) to replace 32-34 watt T8 and T12 lamps and ballasts with new LED lamps and drivers or new LED fixtures. The total cost for replacing these lights is \$235,139. While the standard warranty on a LED light is between 5 and 10 years, the typical lifespan of an LED light is about 80,000 to 100,000 hours. This equates to 20 to 25 years. It should be noted that the warranty does not equal the life of the product. As shown in the retrofits specified for the City Hall, the warranty is for 10 years, but the life expectancy is 88,000 hours. So for an average of 3,000 hours a year (6 am to 6 pm 5 days a week) at the City Hall, that equates to a 29 year life expectancy. Lighting Controls will include the installation of occupancy sensors and dimming controls. Emergency Ballasts will include the installation of 97 emergency ballasts at existing

locations. Exterior Retrofit includes replacement of high pressure sodium (HPS), low pressure sodium (LPS) and metal halide (MH) fixtures with new LED fixtures at eight separate sites.

As shown Chart 3, retrofitting these lights will save 72,501 total Kw hours and reduce the City’s annual cost of energy by \$14,748 and maintenance costs by \$2,692. (See Appendix B for the site details.)

\$235,139 cost ÷ \$17,440 annual savings = 13.5 year breakeven/payback period

Chart 3
Interior Light Projected Savings

Bldg Name	Existing		Retrofit		Electric Savings			Total Savings kWh
	kW	kWh	kW	kWh	kW	Retrofit kWh	Controls kWh	
Child Development Center	1.59	4,824	1.25	4,096	0.33	729	294	1,022
City Hall & Police Dept	27.67	77,631	12.94	36,185	14.72	41,448	3,039	44,487
Corp Yard	6.47	18,923	3.36	6,941	3.11	11,983	551	12,534
Patriot Park	3.95	17,318	1.84	8,037	2.12	9,281	-	9,281
WWTP-Main	1.50	6,570	0.32	1,393	1.18	5,177	-	5,177
Grand Total	41.18	125,266	19.71	56,651	21.47	68,617	3,883	72,501

Retrofitting Streetlights will include the replacement or retrofit of 21 City owned Street Light fixtures with LED light fixture, necessary traffic control and identification of light pole location for GIS mapping. The total cost of replacing these lights is \$16,808. Total annual projected savings is \$4,590. Chart 4 shows the location of each streetlight that will be retrofitted.

\$16,808 cost ÷ \$4,590 annual savings = 3.7 year breakeven/payback period

Chart 4
Street Light Location

Street Light Descriptive Address	Suspension	Sp Id	Prem Id	Retrofit Spec	Type	Wattage
EL CAMINO REAL & OAK ST SWC	10 FT OR 12 FT	6937007588	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & OAK AVE NWC	10 FT OR 12 FT	6937007544	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & OAK AVE NEC	10 FT OR 12 FT	6937007593	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & OAK AVE SEC	10 FT OR 12 FT	6937007568	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & ELM AVE SEC	10 FT OR 12 FT	6937007585	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & ELM AVE NWC	10 FT OR 12 FT	6937007594	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & ELM AVE NEC	10 FT OR 12 FT	6937007562	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & ELM AVE SEC	10 FT OR 12 FT	6937007557	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & TYLER AVE NEC	10 FT OR 12 FT	6937007587	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & TYLER AVE NWC	10 FT OR 12 FT	6937007547	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & TYLER AVE SEC	10 FT OR 12 FT	6937007577	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & TYLER AVE SWC	10 FT OR 12 FT	6937007534	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & WALNUT AVE NWC	10 FT OR 12 FT	6937007574	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & WALNUT AVE NEC	10 FT OR 12 FT	6937007575	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & WALNUT AVE SEC	10 FT OR 12 FT	6937007506	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
EL CAMINO REAL & WALNUT AVE SWC	10 FT OR 12 FT	6937007592	6937007541	BXSP C HT 2ME E 40K-UL SV N	LED	83
252 13TH ST NORTH OF	10 FT OR 12 FT	7944665457	7944665425	BXSP B HT 2ME A 40K-UL SV N	LED	53
252 13TH ST	10 FT OR 12 FT	7944665491	7944665425	BXSP B HT 2ME A 40K-UL SV N	LED	53
252 13TH ST SOUTH OF	10 FT OR 12 FT	7944665406	7944665425	BXSP B HT 2ME A 40K-UL SV N	LED	53
2025 EL CAMINO REAL	6 FT	5045188247	5045188221	BXSP C HT 2ME E 40K-UL SV N	LED	83
798 CHERRY AVE	6 FT	6355534634	6355534637	BXSP B HT 2ME A 40K-UL SV N	LED	45

Installation of Smart Thermostat Upgrade will be done at the Community Center for \$5,799. Currently the thermostats at the community center are manually controlled and are set to default time schedules. OpTerra Energy Services will replace existing manual thermostats with smart thermostats that are controlled wirelessly via the internet to access thermostats and set schedules of operation and temperature set points. As shown in Chart 5, the total annual savings associated with this improvement is \$818.

Chart 5
Community Center Smart Thermostat Savings

Unit #	Baseline Consumption (kWh)	Retrofit Consumption (kWh)	kWh Savings	\$ Savings (2016)
1	1,784	832	952	\$ 205.51
2	1,433	672	762	\$ 164.47
3	679	317	362	\$ 78.09
4	1,609	752	857	\$ 184.99
5	1,609	752	857	\$ 184.99
Total	7,113	3,325	3,788	\$ 818.05

\$5,799 cost ÷ \$818 annual savings = 7.1 year breakeven/payback period

PHASE II: WATER SYSTEM IMPROVEMENTS (Water Meters and Valves)

As indicated in beginning of this memo, Phase II would only occur after the City has completed the Water System Master Plan for the Water Utility and established new Water User Rates to cover the \$226,160 annual lease payment for fifteen years.

Greenfield currently has 3,698 water meters in the utility district, 580 have been upgraded and provided with drive-by communication capabilities. As part of the City's compliance with its 2010 Unban Water Management Plan, OpTerra Energy Services will replace the hardware of the remaining 3,118 meters, and upgrade all 3,698 meters with fixed communication radio transmitters. As shown in Chart 6, the City pumps 641,062,000 gallons of water annually.

Chart 6
Water Well Production

2013	WELL #5 GALLONS PUMPED	WELL # 1 GALLONS PUMPED	WELL # 6 GALLONS PUMPED	WELL # 7 GALLONS PUMPED	TOTAL GALLONS PUMPED**	TOTAL ACRE FEET**
JANUARY	823,000	8,693,000	12,187,000	13,704,000	34,584,000	106.1
FEBRUARY	1,244,000	8,527,000	11,892,000	15,161,000	35,580,000	109.2
MARCH	2,842,000	13,868,000	19,384,000	14,360,000	47,612,000	146.1
APRIL	4,397,000	15,675,000	22,006,000	21,327,000	59,008,000	181.1
MAY	7,204,000	22,068,000	41,333,000	1,745,000	65,146,000	199.9
JUNE	7,259,000	18,066,000	48,616,000	0	66,682,000	204.6
JULY	1,786,000	4,069,000	62,588,000	0	66,657,000	204.6
AUGUST	0	1,676,000	61,139,000	0	62,815,000	192.8
SEPTEMBER	0	6,992,000	54,094,000	0	61,086,000	187.5
OCTOBER	0	2,020,000	53,374,000	0	55,394,000	170.0
NOVEMBER	0	2,368,000	42,213,000	0	44,581,000	136.8
DECEMBER	0	735,000	41,182,000	0	41,917,000	128.6
TOTAL *	25,555,000	104,757,000	470,008,000	66,297,000	641,062,000	1,967.3

The overwhelming majority of the City's water connections are for single family residential accounts which make up 83% of the service connections; multi-family customers (apartments, duplexes and trailer parks) make up approximately 11%; commercial (businesses, schools, churches and business parks) make up 4%; landscape (parks and medians) make up 1%; and 1% are "other" (fire protection, government, and hydrants). As noted in the City's 2010 Urban Water Management Plan, the Water Utility loses approximately 13% of all water in its distribution system due to old inaccurate water meters running slow and to water leaks in the system. It is projected that the City can reduce the loss of water by 9% with the installation of newer water meters and redirecting utility staff to increase maintenance of the water distribution system. The total cost of replacing meters is \$1,509,690; however, staff is recommending the addition of electronic shutoff valves to automate the process of turning water service on and off without manually sending a staff person to the address which is the current practice. The cost for this feature is \$590,707. As indicated, staff has been slowly replacing water meters during the year which is costly and inefficient.

As shown in Chart 7, annual savings associated with reducing water loss is estimated at \$81,969.

Chart 7
Projected Water Meter Upgrade Savings

2013 Total Gallons Pumped	641,062,000
Recoverable Losses	9%
Total Lost Gallons	57,695,580
Total Meters	3,698
Loss per meter	15,602
# of meters Upgrading	3,118
Total Water saved	48,646,517
Average Cost per Gallon July 2016	\$ 0.0017
Total \$	\$ 81,969

Replacing out dated water meters was an important component in the City's 2010 Urban Water Management Plan which requires the City to project water demands over the next 20 years to ensure there will be sufficient water supply to meet these demands. One of the most critical elements of this plan is the calculation and selection of water conservation targets required by the Water Conservation Act of 2009. The most important benefit associated with the replacement of new meters that can electronically communicate user data to the City without physically going to each customer address to read a meter is reduced staff cost. As shown in Chart 8, annual labor cost savings of \$67,200 can be realized by eliminating water meter readings.

Chart 8
Water Meter Readings Savings

Labor Days per Month (2 People X 10 days)	20
Months in Year Meter Read	12
Hours in Day	8
Total Hours per Year	1,920
Labor Rate	\$ 35
Total Cost per Year	\$ 67,200

As mentioned, the City will also save money by terminating water service to customers without having to dispatch a Utility Worker to the actual location of the customer. The ability to turn service on and off remotely has been used in the electric power industry and will enhance the customer service to City residents. As shown in Chart 9, the total labor cost savings associated with the ability to remotely turn off and turn on water service will save \$43,000 per year.

Chart 9
Manual Shut Off Value Savings

Labor Days per Month (2 People X 8 days)	16
Months in Year Valves closed	12
Hours in Day	8
Total Hours per Year	1,536
% of Labor Saved	80%
Labor Rate	\$ 35
Total Cost per Year	\$ 43,000

OpTerra Energy Services will assist the City with setting up both an internal and client website, and with the automatic transfer of usage data to our existing Tyler Technologies billing system.

The total cost of installing the new meters is \$2,484,421 and financing costs are \$1,059,271, for a total project cost of \$3,643,692. Annual labor cost savings and reduced water loss are estimated at \$180,119.

\$3,643,692 cost ÷ \$180,119 annual savings = 20.2 year breakeven/payback period

Upgrading Irrigation Control in City parks including the removal of existing controllers and the installation of weather-based irrigation smart controllers is projected to cost \$194,225 and will save \$39,205.

\$194,225 cost ÷ \$39,205 annual savings = 5.0 year breakeven/payback period

It should be noted that currently the City is not reimbursing the Water Fund for the water being used in Patriot Park. This practice should be discontinued when the City's General Fund has the ability to pay the Water Fund for the service it is using.

Chart 10
Smart Controller Savings

Address	Description	Jan-Dec 2014 Consumption (gallons)	Jan-Dec 2014 Cost (\$)	Jan-Dec 2014 \$/gallon	Estimated Annual Water Savings (gallons)	Annual Savings 2016
13th and Oak - Patriot Park	Patriot Park - Baseball fields	40,663,000	\$ 87,019	\$ 0.00214	10,165,750	\$ 26,976
	Patriot Park - Well #5					
	Patriot Park - Community Center					
221 PINOT AVE - CITY PARK	Vintage Park	2,530,580	\$ 5,588	\$ 0.00221	632,645	\$ 1,732
200 RAVA PARKWAY PARK	Rava Parkway	2,111,370	\$ 4,862	\$ 0.00230	527,843	\$ 1,507
207 TUSCANY AVENUE PARK	Tuscany Park	1,962,193	\$ 4,695	\$ 0.00239	0	
98 SEL CAMINO REAL-PARK	Village Green Park	1,679,793	\$ 3,812	\$ 0.00227	419,948	\$ 1,182
246 BORZINI CIRCLE	Rotary Centennial Park	1,116,613	\$ 2,461	\$ 0.00220	279,153	\$ 763
634 ST CHRISTOPHER LANE	St Christopher Lane	1,043,778	\$ 2,231	\$ 0.00214	260,945	\$ 692
890 TYLER AVE - CITY PARK	Tyler Park	964,920	\$ 2,128	\$ 0.00220	241,230	\$ 660
328 PARKSIDE Court	Parkside Park	843,767	\$ 1,847	\$ 0.00219	210,942	\$ 573
599 EL CAMINO REAL	City Hall & Police Dept.	644,302	\$ 1,740	\$ 0.00270	161,076	\$ 539
540 BAYWOOD DR-CITY PARK	Baywood Park	757,421	\$ 1,594	\$ 0.00210	189,355	\$ 494
801 APRICOT STREET PARK	Apricot Park	580,080	\$ 1,180	\$ 0.00203	145,020	\$ 366
0000 GIANOLINI PARKWAY	0000 GIANOLINI PARKWAY	390,490	\$ 805	\$ 0.00206	97,623	\$ 249
385 THORP AVE	385 THORP AVE	446,155	\$ 718	\$ 0.00161	111,539	\$ 222
326 WILSON CIRCLE	326 WILSON CIRCLE	382,177	\$ 642	\$ 0.00168	95,544	\$ 199
303 EL CAMINO REAL MUSEUM PK	Hicks Park/Library	368,718	\$ 568	\$ 0.00154	92,180	\$ 176
20 WALKER LANE ISLAND	20 WALKER LANE ISLAND	306,181	\$ 532	\$ 0.00174	76,545	\$ 165
235 THORP-WALNUT TREE LINE	235 THORP-WALNUT TREE LINE	289,207	\$ 476	\$ 0.00165	72,302	\$ 148
317 MORENO STREET	317 MORENO STREET	234,636	\$ 342	\$ 0.00146	58,659	\$ 106
131 SEL CAMINO REAL LS (El Camino)	131 SEL CAMINO REAL LS	236,958	\$ 305	\$ 0.00129	59,240	\$ 94
632 VAZQUEZ AVENUE	632 VAZQUEZ AVENUE	188,295	\$ 275	\$ 0.00146	47,074	\$ 85
300 LAS MANZANITAS DRIVE	300 LAS MANZANITAS DRIVE	158,749	\$ 165	\$ 0.00104	39,687	\$ 51
Totals					13,984,298	\$ 36,980

Waste Water Treatment Plant Dissolved Oxygen (DO) Sensor Installation: The City of Greenfield is currently contracted with the Wallace Group to design and oversee the installation of 18 aerators in the percolation ponds at the Waste Water Treatment Plant. These new aerators are designed to run 12 hours a day, seven days a week. In order to reduce the power consumption of the aerators, their operating times will be operated based on Dissolved Oxygen (DO) concentrations. The DO data will be supplied by DO meters and sensors located in the ponds. OpTerra Energy Services will provide the Wallace Group with the design information needed to integrate DO Sensors into their design. OpTerra Energy Services will provide and install DO sensors during the installation of the aerators for a total cost of \$189,321. As shown below, the projected annual cost savings associated with this sensor installation is \$19,113.

\$189,321 cost ÷ \$19,113 annual savings = 9.9 year breakeven/payback period

Chart 11
Wastewater Treatment Plant Dissolved Oxygen (DO) Savings

Location		Pre DO Control					Post DO Control					kWh Savings
		Status	Motor kW	Run Hours	Days Per Yr	kWh/Year	Status	Motor kW	Run Hours	Days Per Yr	kWh/Year	
Pond 1	Aerator 1	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 2	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 3	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 4	On	3.36	12	365	14,723	Off	3.36	7.2	365	8,834	5,889
	Aerator 5	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
	Aerator 6	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
Pond 2	Aerator 7	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 8	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 9	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 10	On	3.36	12	365	14,723	Off	3.36	7.2	365	8,834	5,889
	Aerator 11	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
	Aerator 12	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
Pond 3	Aerator 13	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 14	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 15	On	3.36	12	365	14,723	On	3.36	12	365	14,723	0
	Aerator 16	On	3.36	12	365	14,723	Off	3.36	7.2	365	8,834	5,889
	Aerator 17	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
	Aerator 18	On	3.36	12	365	14,723	Off	3.36	0	365	0	14,723
					216	265,021				129.6	159,012	106,008

The proposed improvements will reduce the average hour reduction by which, based on an average blended rate for electrical service in 2016 at .01803 Kwh.

BUDGET AND FINANCIAL IMPACT

As discussed above, the Phase I of this project only involves the installation of energy management equipment including the construction of solar panels. To deal with the different phases of the proposed contract and the possibility of the City to decide not to move forward with the installation of new water meters after the Water Master Plan is complete, the contract provides for a *limited notice to proceed* with installation of energy management equipment including the construction of solar panels.

As provided in Section 2.04 on the proposed contract, within ten (10) days after Greenfield has closed the financing the City will issue to OpTerra Energy Services a written Limited Notice to Proceed (“LNTP”), instructing OpTerra Energy Services to commence Work with the installation of energy management equipment including the construction of solar panels (the Scope of Work designated as ECMs 1, 2, 5, 6, and 7 in Attachment C. If the City fails to issue the LNTP within twenty (20) calendar days after the financing has closed, OpTerra Energy Services will be entitled to request an equitable extension of time and/or an equitable adjustment in the LNTP Amount as a result of such delay.

Within thirty (30) days after both (i) the completion the Water System Master Plan and the adoption of water utility rates sufficient to pay the Complete Notice to Proceed Amount, the City may, (but shall have no obligation to) issue to OpTerra Energy Services a written Complete Notice to Proceed instructing OpTerra Energy Services to commence Work with respect to the portions of the Scope of Work designated as ECMs 3 and 4 in Attachment C. If the City fails to issue the Complete Notice to Proceed by 1 May 2016, OpTerra Energy Services will be entitled

to request an equitable extension of time and/or an equitable adjustment in the Complete Notice to Proceed Amount as a result of such delay. In no event will OpTerra Energy Services be required to perform Work (i) on ECMs 3 and 4 or (ii) in excess of the Limited Notice to Proceed Amount, until the City has issued the Complete Notice to Proceed

Excluding financing, the total cost of the proposed projects, which includes design, project management, construction, bonds, and overhead/profit, is \$6,976,842. The total cost, including \$2,677,069 in interest financing, is \$9,653,911.

If the City were to decide not to move forward on this project, it is contractually obligated to pay a one-time cost of \$30,00 to OpTerra Energy Services for the cost of engineering the proposed project. The proposed design fees for this project are reasonable and customary given the complexity and coordination that will be required in order to complete.

In order to fund the proposed City-Wide Energy Efficiency and Renewable Energy Project, staff recommends obtaining financing from PNC Equipment Finance. Financing includes the purchase, acquisition, and installation of Solar PV, Street Lighting, Interior/Exterior Lighting, Water Meters, Irrigation Controls, Thermostats and WWTP DO Sensors. The proposed Agreement is a net lease whereby the City is responsible for all costs of operation, maintenance, insurance, and taxes.

The lease term is 14 years plus 12 months of construction with a lease rate of 3.139%. At lease closing, PNC Equipment Finance will deposit the entire financed amount into an escrow account from which disbursements will be made to contractors and equipment providers as directed by the City. The lease rate may be adjusted prior to lease closing and the deposit of funds into an escrow account to reflect market conditions at the time of closing.

The lease rate will be indexed to the 10-year interest rate swap as published by the Federal Reserve. Legal title to the equipment during the lease term will be with the City. Upon performance of the terms and conditions of the lease agreement, the City will have the option to purchase all equipment for \$1.00.

The manufacturer's warranty for specific pieces of equipment is listed in the Energy Service Contract. OpTerra Energy Services will perform measurement and verification services at City Hall, Well #7 and the Corporation Yard, Patriot Park and Well #5, Wastewater Treatment Plant and the RES-BCT. The proposed contract has a two year guaranteed savings of \$237,063 for year one and \$244,133 for year two. OpTerra Energy Services will warrant that the City will realize these total Energy Consumption Savings during the first two years of the lease, subject to adjustment for changes in energy rate factors, energy use factors, and consequential revisions to the relevant baseline.

Annually during the first two years of the lease term, OpTerra Energy Services will submit to the City an energy savings report containing a precise calculation of the energy consumption savings realized by the City. OpTerra Energy Services will also perform preventive maintenance services with respect to the solar PV facilities during the first two years of the lease term. The annual maintenance fee for the first year will be \$25,114.

System performance is evaluated by comparing actual production data and actual local weather data to the production values predicted by modeling software. These evaluations are performed monthly; greater-than-predicted degradations may indicate the need for panel washing. One panel washing is included in the OpTerra Energy Services agreement. The City does have the option to purchase additional washings to maintain optimal performance. In the event that a second annual washing is recommended by OpTerra Energy Services in order to maintain optimal performance, but the City declines to purchase the additional washing, OpTerra Energy Services may adjust the Energy Savings Guarantee for that year. In years of extreme drought and/or where system performance is greater than 100%, OpTerra Energy Services and the City may agree not to wash the solar panels, and the City will receive a credit for that year's panel washing.

REVIEWED AND RECOMMENDED

As stated in the City 2013 Energy Action Strategy plan, “with the unprecedented energy challenges resulting from concerns about the limited supply of fossil fuels globally and our overall energy delivery infrastructure, coupled with an emerging public interest in energy conservation and sustainability, it is clear that action must be taken in communities throughout California. In order to address these concerns, Greenfield is committed to reducing community-wide energy use through the enactment of policies, strategies, and actions that are both cost-effective and environmentally sound.”

As noted in this report, official energy consumption and Green House Gas emission reduction targets have not yet been established or adopted by the City. At the time of this report, Energy Watch staff suggested, and the City approved the following goal and GHG reduction targets:

Support achievement of a 15% reduction below 2005 baseline community-wide GHG emissions levels by 2020—consistent with the State-recommended reduction targets identified by AB 32—through implementation of cost-saving energy efficiency and conservation measures included in this Energy Action Strategy.

The goal of reducing GHG emissions by 15% is consistent with state guidance established by AB 32 and supports local compliance with the California Environmental Quality Act (CEQA) Guidelines for GHG emissions. This policy statement is one of the important factors to understanding the contribution of energy efficiency to compliance with the evolving regulatory framework related to GHG emissions.

Admittedly, the project that is being recommended for approval at the next regular City Council Meeting on November 11, 2015, is substantial and will impact all City operations. Staff has worked very closely with OpTerra Energy Services engineers designing the proposed project and has taken a very long term prospective on managing our limited city assets. ***Approving this project is an investment in sustainable progressive city government.*** Since the City has limited financial assets, it is imperative that we use our resources wisely and integrate technology into our daily operations. Given the small size of our Public Works staff, the City is losing its most critical resources when staff is forced to spend thousands of hours walking every four weeks to

every house in the City reading water meters. Even worse is the lost time devoted to manually turning customer water service off on Monday ...and then...manually turning it back on Tuesday after payment is received. The use of technology in this area will allow staff to focus its efforts on system maintenance and customer service as the City is required to do by state law.

Most of the financing of this project will be the obligation of our Utilities services that need to be run like independent enterprises. The projected savings from the energy conservation measures and the efficiencies in the distribution of water and utilization of staff offset the initial investment that the City will make with the approval of this Energy Conservation Project.

Based on the benefits of this project, Community Services Director Mic Steinman, Utility Manager Arturo Felix and your City Manager recommend approval of the proposed Energy Conservation Contract.

SUBSEQUENT ACTIONS

The adoption of a Resolution providing for financing the project must be approved in accordance with the provisions of this contract. Phase II complete notice to precede will not be authorized until the completion of the Water Utility Master Plan and adoption of new Water User Rates to pay for the installation of new water meters.

The proposed FY 2016 Budget provides funds for conducting a Capital Planning and Funding Analysis to evaluate the timing and funding sources for the recommended capital improvement plans and individual projects. Concurrent with this analysis, the City will also be conducting a Revenue Sufficiency Analysis which will provide a multi-year projection on the sufficiency of the of the Water and Sewer Fund's revenues to meet all of its current and projected financial requirements. Completing these two studies, the Water and Wastewater System Master Plans, will enable the City to determine the level of rate adjustments necessary in each year to provide adequate revenues to fund all of the Utility's cost requirements and capital needs.

Both the City's Water and Sewer Utilities are critical to the community's economic development but are undercapitalized and in need of substantial infrastructure improvement and expansion. The FY 2016 and 2017 Water Fund Budget included \$250,000 for the purchase of new water meters and \$90,000 each year for replacing existing water meters which will not be necessary with the approval of this project

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION # 2015-66, A RESOLUTION APPROVING CERTAIN ENERGY CONSERVATION MEASURES AUTHORIZING THE EXECUTION OF AGREEMENTS, SIGNATORIES AND MAKING OTHER DETERMINATIONS IN CONNECTION THEREWITH AN ENERGY SERVICE CONTRACT WITH OPTERRA ENERGY SERVICES, INC IN THE AMOUNT OF \$6,976,842 AND AUTHORIZE, SUBJECT TO APPROVED FINANCING AND THE ISSUEANCE OF A LIMITED NOTICE TO PROCEED, THE COMMENCE WORK DESIGNATED AS ECMS 1, 2, 5, 6, AND 7 AS SHOWN IN THE APPROVED SCOPE OF WORK.

RESOLUTION NO. 2015-66

**RESOLUTION APPROVING CERTAIN ENERGY CONSERVATION MEASURES
AUTHORIZING THE EXECUTION OF AGREEMENTS, SIGNATORIES
AND MAKING OTHER DETERMINATIONS IN CONNECTION THEREWITH**

WHEREAS, the City Council of the City of Greenfield (the "Greenfield") is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which Greenfield may acquire and finance equipment and services to reduce energy use or to make for a more efficient use of energy; and

WHEREAS, pursuant to the Act, Greenfield proposes to enter into an agreement with OpTerra Energy Services (the "OES Contract") for the acquisition and installation of a mechanical retrofit and energy management project (the "Project") in the amount of \$6,976,842; and

WHEREAS, PNC Equipment Finance, LLC (the "Corporation") has offered to enter into a Lease with Option to Purchase with the District in order to provide fifteen year lease financing for the Project at an approximate 3.139% annual percentage rate (final rate adjusted according to Indexed Financing Rate as described in PNC Lease Purchase Proposal);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenfield as follows:

SECTION 1. The City Council hereby finds, determines and declares as follows:

(a) The anticipated cost to Greenfield for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the OES Contract, the Lease and the Project will be less than the anticipated marginal cost to Greenfield of energy that would have been consumed by Greenfield in the absence of the Project.

(b) Funds for the payment of amounts due under the Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by Greenfield in the absence of the Project.

SECTION 2. Lease with Option to Purchase. The City Manager is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation in order to finance the Project, subject to approval as to form by Greenfield's legal counsel.

SECTION 3. Escrow Fund Agreement. The City Manager is hereby authorized to enter into an Escrow Fund Agreement among Greenfield, the Corporation and a designated Trust Company for depositing, investing and disbursing the proceeds of the Lease.

SECTION 4. Attestations. The City Clerk is hereby authorized and directed to attest the signature of an Authorized Officer, and to affix and attest the seal of Greenfield, as may be required or appropriate in connection with the execution and delivery of the Lease and the Acquisition Fund Agreement.

SECTION 5. Other Actions. The City Manager is hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and

certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.

SECTION 6. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Greenfield, together with all subordinate entities of Greenfield, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 7. Effect. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted by the following vote of the City Council of the City of Greenfield, at a special regular meeting thereof duly called and held on November 10, 2015:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield



**Energy Services Contract
Greenfield and OpTerra Energy Services**

**DIR Project Registration # _____
OpTerra Energy Services Project #: ACECN00051
OpTerra Energy Services Contract # R3079**

ENERGY SERVICES CONTRACT

DRAFT DATED 30 October 2015

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of 10 November 2015 (the "Contract Effective Date") by and between **OpTerra Energy Services, Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("OpTerra Energy Services"), and the **City of Greenfield** ("Greenfield" and together with OpTerra Energy Services the "Parties" and each of Greenfield and OpTerra Energy Services a "Party").

CONTRACT RECITALS

WHEREAS, Greenfield owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and Greenfield wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, OpTerra Energy Services is a full-service energy services company with the technical capabilities to provide services to Greenfield including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, Greenfield executed a Program Development Agreement with OpTerra Energy Services to perform an integrated energy assessment and present Greenfield with recommendations (the "Recommendations") for the implementation of certain ECMs; and

WHEREAS, in the Recommendations, OpTerra Energy Services identified potential energy and operational savings opportunities at Greenfield's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on 26 October 2015, OpTerra Energy Services delivered the Recommendations to personnel of Greenfield, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Greenfield has accepted the recommended ECMs and determined that the anticipated cost to Greenfield to implement the recommended ECMs will be less than the anticipated cost to Greenfield for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Greenfield in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Greenfield held a regularly scheduled public hearing on 10 November 2015, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, Greenfield has determined that entering into this energy services contract to implement the ECM recommendations is in the best interests of Greenfield and that California Government Code §4217.10 *et seq.* allows Greenfield to enter into this Contract; and

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, Greenfield approved this Contract and authorized its execution.

NOW, THEREFORE, Greenfield and OpTerra Energy Services hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"Abnormally Severe Weather Conditions" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Act**” is defined in ARTICLE 13.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits and approvals required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“**Arbitral Panel**” is defined in Section 19.04(ii).

“**Arbitration Rules**” is defined in Section 19.04(ii).

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	Greenfield's Facilities and Existing Equipment
Attachment B	Not Used
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Lighting Retrofit Scope
Attachment H	Streetlighting Scope
Attachment I	Automated Shutoff Valve Scope

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by OpTerra Energy Services to Greenfield and subcontractor(s), which identifies when Greenfield took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by OpTerra Energy Services to Greenfield, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by OpTerra Energy Services to Greenfield, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date:

- (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or

repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker's compensation, payroll or withholding tax law).

"Change Order" means a written document, signed by both OpTerra Energy Services and Greenfield, authorizing OpTerra Energy Services to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional or reduced compensation to be paid to OpTerra Energy Services to perform such Change; and (iii) any extension or reduction of time to complete the Project.

"CNTP" is defined in Section 2.05.

"CNTP Amount" means Two Million Eight Hundred Fifty-Six Thousand Four Hundred Sixty-Five Dollars (\$2,856,465).

"Construction" means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

"Construction Documents" means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

"Construction Period" means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

"Contract" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

"Contract Amount" means the aggregate of the LNTP Amount and the CNTP Amount, and is equal to Six Million Nine Hundred Seventy-Six Thousand Eight Hundred Forty-Two Dollars (\$6,976,842), which is inclusive of the assessment fee for the Recommendations and the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

"Contract Bonds" is defined in Section 11.04.

"Contract Effective Date" is defined in the Preamble.

"Delay" means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

"Dispute" is defined in Section 19.02.

"DOE Guidelines" is defined in Section 12.01.

"ECM" is defined in the Recitals.

"EMS" means an energy management system.

"Energy Delivery Point" means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

"Energy Usage Data" is defined in Section 2.06.

"Event of Default" is defined in ARTICLE 16.

"Excusable Event" means an act, event, occurrence, condition or cause beyond the control of OpTerra Energy Services, including the following: (i) any act or failure to act of, or other Delay caused by Greenfield; (ii) the failure to obtain, or delay in obtaining, any approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure or delay caused by the action or inaction of OpTerra Energy Services (including OpTerra Energy Services' failure to timely file documents this Contract requires OpTerra Energy Services to file, or to timely pay fees this Contract requires OpTerra Energy Services to pay); (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority (including Greenfield); (iv) undisclosed or unforeseen subsurface conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of OpTerra Energy Services; (vi) information provided to OpTerra Energy Services by Greenfield or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law that negatively impacts the Scope of Work; (viii) Delay caused by pending arbitration initiated by Greenfield; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) work by Utility; (xii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiii) sabotage, vandalism, riots or civil

disobedience; (xiv) labor disputes or strikes; (xvi) labor or material shortages, delay in manufacturing and deliveries of equipment; (xvi) Abnormally Severe Weather Conditions; (xvii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xviii) requirement by Utility that any Generating Facility discontinue operation; (xix) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract, other than an action directly caused by OpTerra Energy Services' failure to timely file documents this Contract requires OpTerra Energy Services to file, or to timely pay fees this Contract requires OpTerra Energy Services to pay; or (xx) any Utility power outage at a Facility.

"Facilities" is defined in the Recitals.

"Final Completion" means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to and acceptance by Greenfield of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

"Generating Facility" means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Greenfield" is defined in the Preamble.

"Greenhouse Gas" is defined in Section 12.01.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.06.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Instruments of Service" is defined in Section 10.01(c).

"Interconnection Agreement" means the Interconnection Agreement to be entered into between Greenfield and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 18.02.

"Interest" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"LNTP" is defined in Section 2.05.

"LNTP Amount" means Four Million One Hundred Twenty Thousand Three Hundred Seventy-Seven Dollars (\$4,120,377).

"Losses" is defined in Section 11.01.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) OpTerra Energy Services' receipt of the fully signed Certificate of Final Completion, and (ii) OpTerra Energy Services' receipt of the full Contract Amount.

"M&V Services" (if any) are defined in Attachment E.

"Maintenance Services" (if any) are defined in Attachment F.

"Measurement Period" means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**OpTerra Energy Services**” is defined in the Preamble.

“**OpTerra Energy Services Warranty**” is defined in Section 9.01.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Maintenance Services and M&V Services, if any) provided by OpTerra Energy Services to Greenfield under this Contract.

“**Project**” means the entirety of Work to be performed by OpTerra Energy Services pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Greenfield’s ability to beneficially operate and utilize such portion of the Work.

“**Recommendations**” is defined in the Recitals.

“**Retained Items**” is defined in Section 10.02.

“**Retention**” is defined in Section 8.03.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Greenfield can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Greenfield.

“**Utility**” is defined in Section 18.02.

“**Work**” means the Work to be done by OpTerra Energy Services pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day of the Energy Savings Term, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. OpTerra Energy Services will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. OpTerra Energy Services represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein must meet the approval of Greenfield, such approval to be granted or denied in accordance with the requirements set forth in this Contract, and will be subject to Greenfield’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Project Schedule. After the Contract Effective Date, OpTerra Energy Services will develop, with input from Greenfield, a master project schedule using Microsoft Project®. OpTerra Energy Services will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.05 Notices to Proceed.

- (a) Within ten (10) days after Greenfield has closed the financing referenced in Section 2.07, Greenfield will issue to OpTerra Energy Services a written limited notice to proceed (“LNTP”), instructing OpTerra Energy Services to commence Work with respect to the portions of the Scope of Work designated as ECMs 1, 2, 5, 6, and 7 in Attachment C. If Greenfield fails to issue the LNTP within twenty (20) calendar days after the financing has closed, OpTerra Energy Services will be entitled to request an equitable extension of time and/or an equitable adjustment in the LNTP Amount as a result of such delay.
- (b) Within thirty (30) days after both (i) the completion (by others) of the Water System Master Plan and (ii) the adoption by the Greenfield City Council of water utility rates sufficient to pay the CNTP Amount, Greenfield may (but shall have no obligation to) issue to OpTerra Energy Services a written complete notice to proceed (“CNTP”), instructing OpTerra Energy Services to commence Work with respect to the portions of the Scope of Work designated as ECMs 3 and 4 in Attachment C. If Greenfield fails to issue the CNTP by 1 May 2016, OpTerra Energy Services will be entitled to request an equitable extension of time and/or an equitable adjustment in the CNTP Amount as a result of such delay.
- (c) In no event will OpTerra Energy Services be required to perform Work (i) on ECMs 3 and 4 or (ii) in excess of the LNTP Amount, until Greenfield has issued the CNTP.

Section 2.06 Greenfield's Energy and Operational Records and Data. If OpTerra Energy Services requests, Greenfield will request from the Utility and provide to OpTerra Energy Services, within thirty (30) calendar days after such request, Greenfield's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will request from the Utility and provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. “Energy Usage Data” means all of Greenfield's records, and data obtainable from the Utility, concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. Greenfield agrees that OpTerra Energy Services may rely on the Energy Usage Data provided by Greenfield as being accurate in all respects; the Parties agree that they are each relying on the Energy Usage Data obtained from the Utility as being accurate in all respects. If OpTerra Energy Services requests, Greenfield will also provide to OpTerra Energy Services, within thirty (30) calendar days after such request, copies of Greenfield's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of OpTerra Energy Services.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon Greenfield closing financing that will allow it to make the payments to OpTerra Energy Services required by this Contract. Upon execution of this Contract, Greenfield will have thirty (30) calendar days to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice. It is acknowledged and agreed that OpTerra Energy Services will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, Greenfield will provide OpTerra Energy Services proof that financial arrangements have been made to fulfill Greenfield's obligations under this Contract. Greenfield's requirement to furnish such proof to OpTerra Energy Services is a condition precedent to commencement of the Work. After commencement of the Work, OpTerra Energy Services may request such proof if (i) Greenfield fails to make payments to OpTerra Energy Services as this Contract requires; or (ii) a Change in the Work materially changes the Contract Amount. Greenfield will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. Greenfield agrees to hold the LNTP Amount and the CNTP Amount in an escrow account.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the LNTP, Greenfield must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) Greenfield will cooperate fully with and assist OpTerra Energy Services in obtaining all Applicable Permits required under this Contract. OpTerra Energy Services is responsible for obtaining (but not paying for) Applicable Permits, except those Applicable Permits to be issued by Greenfield itself. Greenfield will be responsible for obtaining and paying for all other permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.
- (c) Greenfield is responsible for all fees associated with plan checks, permits, inspections and utility interconnection(s), including any additional Scope of Work that may be required by the Utilities as part of the Interconnection Agreement(s).

Section 3.02 Coordination. Greenfield will be responsible for coordinating the activities of OpTerra Energy Services and OpTerra Energy Services' subcontractors and suppliers with those of Greenfield's subcontractors and suppliers.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, OpTerra Energy Services will periodically meet with Greenfield to report on the general status and progress of the Work.

Section 3.04 Project Location Access. Greenfield hereby grants to OpTerra Energy Services, without cost to OpTerra Energy Services, all rights of ingress and egress at the Project Location (except restricted areas at the Police Department), necessary for OpTerra Energy Services to perform the Work and provide all services contemplated by this Contract. OpTerra Energy Services will provide twenty-four-hour advance notice to Greenfield for access to any Greenfield Facilities. All persons entering the Project Location, including Greenfield and its employees and agents, must follow OpTerra Energy Services' safety procedures.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that OpTerra Energy Services, and any agents and employees of OpTerra Energy Services, its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Greenfield for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) Following receipt of the LNTP or the CNTP, as the case may be, OpTerra Energy Services will proceed with the preparation of any necessary designs, drawings, and specifications related to the relevant portion of the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by Greenfield, OpTerra Energy Services will order the equipment identified in the relevant portion of the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) Greenfield will designate a single-point representative with whom OpTerra Energy Services may consult on a reasonable, regular basis and who is authorized to act on Greenfield's behalf with respect to the Project design. Greenfield's representative will render decisions in a timely manner with regard to any documents submitted by OpTerra Energy Services and to other requests made by OpTerra Energy Services in order to avoid delay in the orderly and sequential progress of OpTerra Energy Services' design services.
- (d) Within fifteen (15) Business Days after OpTerra Energy Services' request, Greenfield will:
 - (i) furnish all surveys or other information in Greenfield's possession, not previously delivered to OpTerra Energy Services, that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;

- (ii) disclose any prior environmental review documentation and all information in its possession, not previously delivered to OpTerra Energy Services, concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply OpTerra Energy Services with all relevant information in Greenfield's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
 - (iv) obtain any legal authorization regarding utilization of the Project Location for the execution of the Work; and
 - (v) obtain any and all title reports for those Project Locations reasonably requested by OpTerra Energy Services.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at Greenfield's expense, and OpTerra Energy Services will be entitled to rely upon the accuracy and completeness of all information provided. If OpTerra Energy Services is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, OpTerra Energy Services will notify Greenfield. The Parties will meet and confer with respect to those Changes, and OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether Greenfield's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) OpTerra Energy Services contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by Greenfield prior to the execution of this Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of this Contract will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. OpTerra Energy Services will prepare and submit all drawings and specifications to Greenfield for review. Greenfield will review the documents and provide any comments in writing to OpTerra Energy Services within fifteen (15) Business Days after receipt of the documents. OpTerra Energy Services will incorporate appropriate Greenfield comments into the applicable drawings and specifications. OpTerra Energy Services reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases.

Section 4.03 Permits. The respective obligations of the Parties in obtaining permits are as specified in Section 3.01. Greenfield will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by OpTerra Energy Services due to a Change required by a Governmental Authority (other than Changes required for code compliance) and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes during Final Design Phase. If during the design phase Greenfield requests Changes and/or modifications to the Work and/or an Excusable Event occurs, OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include: (i) Greenfield requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) Greenfield causes delays during OpTerra Energy Services' design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed by Greenfield or OpTerra Energy Services as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by OpTerra Energy Services caused by the act or failure to act of Greenfield; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other extraordinary condition that would not reasonably have been anticipated by OpTerra Energy Services, that substantially modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Following receipt of the LNTP or CNTP, as the case may be, and upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of the relevant Construction Documents, OpTerra Energy Services will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by OpTerra Energy Services and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 OpTerra Energy Services' Responsibilities during Construction Phase.

- (a) As an independent contractor to Greenfield, OpTerra Energy Services will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. OpTerra Energy Services will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. OpTerra Energy Services will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) OpTerra Energy Services will make commercially reasonable efforts, which are consistent with usual, necessary, and proper professional procedures and practices, to coordinate construction activities and perform the Work to minimize disruption to Greenfield's operations at the Project Location. OpTerra Energy Services will provide at least thirty (30) calendar days' written notice to Greenfield of any planned power outages that will be necessary for the construction. OpTerra Energy Services will cooperate with Greenfield in scheduling such outages, and Greenfield agrees to provide its reasonable approval of any scheduled outage.
- (c) OpTerra Energy Services will initiate and maintain a safety program in connection with its Construction of the Project. OpTerra Energy Services will take commercially reasonable precautions, which are consistent with usual, necessary, and proper professional procedures and practices, for the safety of, and prevention of damage, injury, or loss to: (i) employees of OpTerra Energy Services and subcontractors performing Work under this Contract; (ii) OpTerra Energy Services' property and other materials to be incorporated into the Project, under the care, custody, and control of OpTerra Energy Services or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. OpTerra Energy Services will not be responsible for Greenfield's employees' safety unless OpTerra Energy Services' negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) OpTerra Energy Services will provide five (5) Business Days' prior notice (when feasible) to Greenfield of scheduled test(s) of installed equipment, if any, and Greenfield and/or its designees will have the right to be present at any or all such tests conducted by OpTerra Energy Services, any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, OpTerra Energy Services will, in advance of excavation, submit to Greenfield and/or a registered civil or structural engineer, employed by Greenfield, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Greenfield or by the person to whom authority to accept has been delegated by Greenfield. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on Greenfield or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) OpTerra Energy Services will promptly, and before the following conditions are disturbed, notify Greenfield, in writing, of any:
 - 1) Material that OpTerra Energy Services believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to OpTerra Energy Services before the Contract Effective Date;
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) Greenfield will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in OpTerra Energy Services' cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

- (iii) If a dispute arises between Greenfield and OpTerra Energy Services, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in OpTerra Energy Services' cost of, or time required for, performance of any part of the Work, OpTerra Energy Services will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. OpTerra Energy Services will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 Greenfield's Responsibilities during Construction Phase.

- (a) Greenfield will designate a single-point representative authorized to act on Greenfield's behalf with respect to Project construction and/or equipment installation. Greenfield may from time to time change the designated representative and will provide written notice to OpTerra Energy Services of such change. Any independent review of the construction will be undertaken at Greenfield's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of OpTerra Energy Services' Work.
- (b) Greenfield will provide a temporary staging area for OpTerra Energy Services, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Greenfield will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Greenfield will provide access to the Facilities, including parking permits and identification tags, for OpTerra Energy Services and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by OpTerra Energy Services and acceptable to Greenfield. Greenfield will also either provide a set or sets of keys to OpTerra Energy Services and its subcontractors (signed out per Greenfield policy) or provide a readily available security escort to unlock and lock doors in all areas except the Police Department. Greenfield will not unreasonably restrict OpTerra Energy Services' access to Facilities to make emergency repairs or corrections as OpTerra Energy Services may determine are needed.
- (c) Greenfield will maintain the portion of the Project Location that is not directly affected by OpTerra Energy Services' Work. Greenfield will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Greenfield.
- (d) Greenfield will obtain any environmental clearance from the County of Monterey which is required under CEQA by filing the Notice of Exemption, prior to scheduled construction start date.
- (e) Greenfield will not obstruct the Project Location for construction. If OpTerra Energy Services encounters such unforeseen conditions in the performance of the Work, OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) Remediation of existing Hazardous Substances is the responsibility of Greenfield, unless specifically called out in the Scope of Work. OpTerra Energy Services will respond to the discovery of Hazardous Substances at or around the Project Location during the course of OpTerra Energy Services' construction in accordance with Section 5.06.
- (g) Greenfield will coordinate the Work to be performed by OpTerra Energy Services with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that OpTerra Energy Services will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) Greenfield will allow OpTerra Energy Services and its subcontractors access to and reasonable use of necessary quantities of Greenfield's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to OpTerra Energy Services. Greenfield may, at its option, monitor construction water usage by OpTerra Energy Services.
- (i) Greenfield will provide OpTerra Energy Services and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to OpTerra Energy Services, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours. OpTerra Energy Services will ensure that all work performed by its employees or subcontractors is not disruptive to surrounding property owners and take reasonable actions to mitigate loud noises or ground vibrations that interfere with other property owners during evening and weekend hours.
- (j) Greenfield will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.

- (ii) When requested by OpTerra Energy Services, participate in the job inspection walk-through with OpTerra Energy Services to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
- (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
- (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. OpTerra Energy Services may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both Greenfield and OpTerra Energy Services. OpTerra Energy Services will use its best efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if Greenfield requests a proposal from OpTerra Energy Services for a Change and Greenfield subsequently elects to not proceed with such Change, Greenfield agrees that a Change Order will be issued to reimburse OpTerra Energy Services for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by Greenfield.
- (b) Change Orders Requiring Additional Compensation. Greenfield will pay, and OpTerra Energy Services will be entitled to additional compensation for, the extra costs caused by Excusable Events and/or changes and/or modifications to the Work requested by Greenfield, including: (i) Greenfield requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) Greenfield causes delays during OpTerra Energy Services' construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated by OpTerra Energy Services or disclosed by Greenfield prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by OpTerra Energy Services caused by the act or failure to act of Greenfield; (vii) changes and/or modifications to Scope of Work ordered by Greenfield; and (viii) any other extraordinary condition that would not reasonably have been anticipated by OpTerra Energy Services, that substantially modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time. If during construction Greenfield requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, OpTerra Energy Services will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that Greenfield has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
 - (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by Greenfield and OpTerra Energy Services plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between Greenfield and OpTerra Energy Services as to whether OpTerra Energy Services is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, OpTerra Energy Services may suspend Work.

Section 5.05 Minor Changes to Scope of Work. OpTerra Energy Services has the authority to make minor changes that do not change the total Contract Amount or the Scope of Work and are consistent with the intent of the Construction Documents, without prior notice to Greenfield. OpTerra Energy Services will either promptly inform

Greenfield, in writing, of any minor changes made during the implementation of the Project, or make available to Greenfield at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) OpTerra Energy Services will promptly provide written notice to Greenfield if OpTerra Energy Services observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. OpTerra Energy Services will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Greenfield will be responsible for determining the appropriate removal and remediation measures with respect to pre-existing Hazardous Substances discovered during construction or installation and not addressed as part of the Scope of Work. Greenfield will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any such Hazardous Substances, and in such connection will execute all generator manifests with respect thereto. OpTerra Energy Services will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances it brings to the Project Location in the performance of its Work. In connection with the foregoing, Greenfield will provide OpTerra Energy Services, within ten (10) Business Days of the execution of this Contract, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) Greenfield will indemnify, defend, and hold OpTerra Energy Services harmless from and against any and all Losses that in any way result from, or arise under, such Greenfield owned or generated Hazardous Substances, except for liabilities due to the negligence or willful misconduct of OpTerra Energy Services, or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of OpTerra Energy Services' Work, (iii) may cause OpTerra Energy Services' completed Work to be non-compliant with applicable codes, (iv) may prevent Greenfield from realizing the full benefits of OpTerra Energy Services' Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of OpTerra Energy Services' Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, OpTerra Energy Services will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. In consultation with Greenfield, OpTerra Energy Services may determine whether such pre-existing conditions will be brought into compliance, and whether a Change Order will need to be issued for additional compensation and, if appropriate, an extension of time. If a pre-existing condition at the Project Location impacts the Scope of Work and is also non-compliant with Applicable Law, OpTerra Energy Services and Greenfield will negotiate a Change Order to either remedy the non-compliant condition or remove the affected portion of the Scope of Work.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. Greenfield may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that Greenfield assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until Greenfield's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, Greenfield and OpTerra Energy Services will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When OpTerra Energy Services considers the Work, or any portion thereof, to be Substantially Complete, OpTerra Energy Services will supply to Greenfield a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. Greenfield will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to OpTerra Energy Services acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Greenfield will assume responsibility for the security of, insurance coverage for,

maintenance, utilities for, and damage to or destruction of such portion of the Work. Greenfield agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When OpTerra Energy Services considers the entirety of the Work to be Finally Complete, OpTerra Energy Services will notify Greenfield in writing that the Work is fully complete and ready for final inspection. Greenfield will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of OpTerra Energy Services' certification that the Work is complete. When Greenfield agrees that the Work is fully completed, OpTerra Energy Services will issue a Certificate of Final Completion, which Greenfield must sign. Greenfield agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, Greenfield will pay OpTerra Energy Services any remaining Contract Amount due and any outstanding Retention being withheld by Greenfield, in accordance with Section 8.03. Greenfield may give OpTerra Energy Services written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to Greenfield upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by Greenfield or (ii) the date any such items are incorporated into the Project Location. OpTerra Energy Services will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to Greenfield will in no way affect Greenfield's and OpTerra Energy Services' rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, OpTerra Energy Services will have no further obligations or liabilities to Greenfield arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. OpTerra Energy has the right to enter into agreements with any subcontractors and other service or material providers as OpTerra Energy Services may select in its discretion to perform the Work. OpTerra Energy Services will not be required to enter into any subcontracts with parties whom OpTerra Energy Services has not selected or subcontractors whom OpTerra Energy Services has objection to using.

Section 7.02 Prompt Payment of Subcontractors. OpTerra Energy Services will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will make commercially reasonable efforts, consistent with current, good, and sound professional procedures and practices, to prevent any lien or other claim under any provision of Applicable Law from arising against any Greenfield property, against OpTerra Energy Services' rights to payments hereunder, or against Greenfield.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of OpTerra Energy Services' subcontractors and Greenfield, or any obligation on the part of Greenfield to pay any sums to any of OpTerra Energy Services' subcontractors.

Section 7.04 Prevailing Wages.

- (a) In accordance with California Labor Code §§1773 and 1773.2, Greenfield will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Greenfield will promptly notify OpTerra Energy Services of any changes to any such prevailing wage determination.
- (b) To the extent required by California Labor Code §1771 or other Applicable Law, all employees of OpTerra Energy Services and OpTerra Energy Services' subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. OpTerra Energy Services shall ensure that all subcontracts executed between the OpTerra Energy Services and its subcontractors for the performance of Work include a copy of the provisions of California Labor Code §§1771, 1775, 1777.5, 1813 and 1815. OpTerra Energy Services shall monitor the payment of the specified per diem wages by the subcontractor to its employees, by periodically reviewing the certified payroll records of the subcontractor. Upon becoming aware of the failure of any subcontractor to pay its workers the specified prevailing wages, OpTerra Energy Services will take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the Project to cover the prevailing wage shortfall; and, prior to making final payment to a subcontractor for work performed on the Project, OpTerra Energy Services will obtain an affidavit, signed under penalty of perjury from such subcontractor, stating that the subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Upon execution of this Contract, OpTerra Energy Services will invoice Greenfield for the assessment fee for the Recommendations in the amount of Thirty Thousand Dollars (\$30,000) plus a mobilization payment in the amount of Six Hundred Fifty Thousand Dollars (\$650,000). These amounts must be paid to OpTerra Energy Services within thirty (30) calendar days after Greenfield's receipt of an invoice for those amounts. In addition, as the Work progresses, OpTerra Energy Services will submit to Greenfield its applications for monthly payments based on the progress made on the Project through the date on which OpTerra Energy Services submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, OpTerra Energy Services will prepare and submit to Greenfield a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, OpTerra Energy Services may invoice Greenfield for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to Greenfield and evidence of appropriate insurance coverage. OpTerra Energy Services will furnish to Greenfield written consent from the Surety approving the advance payment for materials stored off site. Greenfield will pre-pay one hundred percent (100%) of OpTerra Energy Services' Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. OpTerra Energy Services will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. Greenfield, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an Application for Payment in a timely manner is a material default by Greenfield under this Contract. Greenfield may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and OpTerra Energy Services may invoice and Greenfield will pay this amount. Greenfield will pay OpTerra Energy Services the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by Greenfield, OpTerra Energy Services may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to OpTerra Energy Services for any remaining Retention withheld by Greenfield.

Section 8.05 Disputed Invoices/Late Payments. Greenfield may in good faith dispute any Application for Payment, or part thereof, within twenty (20) calendar days after the date the Application for Payment was received by Greenfield. If Greenfield disputes all or a portion of any Application for Payment, Greenfield will pay the undisputed portion when due and provide OpTerra Energy Services a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. If any amount disputed by Greenfield is finally determined to be due to OpTerra Energy Services, either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to OpTerra Energy Services within fifteen (15) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid.

Section 8.06 Rebate Programs. OpTerra Energy Services will assist Greenfield in the preparation and submission to the applicable agencies of applications and documentation necessary for the AMBAG Energy Watch Program. OpTerra Energy Services makes no guarantee that Greenfield will receive funding from such program or any other energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"), or any portion thereof; OpTerra Energy Services expressly disclaims any liability for Greenfield's failure to receive any portion of the Incentive Funds, and Greenfield acknowledges and agrees that OpTerra Energy Services will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, OPTERRA ENERGY SERVICES MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. GREENFIELD WILL HAVE NO REMEDIES AGAINST EITHER OPTERRA ENERGY SERVICES OR ANY OPTERRA ENERGY SERVICES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR

EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER OPTERRA ENERGY SERVICES, NOR OPTERRA ENERGY SERVICES' SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO GREENFIELD FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 OpTerra Energy Services warrants to Greenfield that material and equipment furnished under this Contract will be of good quality, new and fit for the ordinary purposes for which they are to be used and incorporated within the Scope of Work, unless otherwise specifically required or permitted by this Contract. OpTerra Energy Services further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("OpTerra Energy Services Warranty"). Notwithstanding the preceding sentence, the date the OpTerra Energy Services Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the OpTerra Energy Services Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Greenfield, after the one (1) year period. During the OpTerra Energy Services Warranty period, OpTerra Energy Services will be Greenfield's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the OpTerra Energy Services Warranty period, OpTerra Energy Services, or OpTerra Energy Services' subcontractors, will correct its defects, and/or OpTerra Energy Services will work with the equipment or material manufacturer as Greenfield's agent to facilitate the manufacturer's correction of the equipment or material defect. OpTerra Energy Services will provide reasonable technical assistance and take commercially reasonable actions to help resolve such warranty issues to the satisfaction of Greenfield. Such warranty services will be performed in a timely manner and at the reasonable convenience of Greenfield. If a warranty issue arises on any equipment or material installed after the OpTerra Energy Services Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Greenfield will contact the manufacturer directly to resolve such warranty issues and Greenfield acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than OpTerra Energy Services or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized OpTerra Energy Services subcontractor, improper use or operation, or normal wear and tear under normal usage. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, OpTerra Energy Services will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.15 and 338.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, Greenfield will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. OpTerra Energy Services will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, OpTerra Energy Services grants to Greenfield a limited, perpetual, royalty-free, non-transferrable license for any OpTerra Energy Services intellectual property rights necessary for Greenfield to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Greenfield by OpTerra Energy Services under this Contract may be used by Greenfield only for the Work. OpTerra Energy Services will be deemed the author of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Greenfield for future additions or alterations to the Project or for other projects, without the prior written agreement of OpTerra Energy Services. Any unauthorized use of the Instruments of Service will be at Greenfield's sole risk and without liability to OpTerra Energy Services. If Greenfield uses the Instruments of Service for implementation purposes,

including additions to or completion of the Project, without the written permission of OpTerra Energy Services, Greenfield agrees to waive and release, and indemnify and hold harmless, OpTerra Energy Services, its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract will remain the property of Greenfield even if such equipment or materials are replaced or their operation made unnecessary by work performed by OpTerra Energy Services. If applicable, OpTerra Energy Services will advise Greenfield in writing of all equipment and materials that will be replaced at the Facilities and Greenfield will, within five (5) Business Days of OpTerra Energy Services' notice, designate in writing to OpTerra Energy Services which replaced equipment and materials should not be disposed of off-site by OpTerra Energy Services (the "Retained Items"). Greenfield will be responsible for and designate the location and storage for the Retained Items. OpTerra Energy Services will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. OpTerra Energy Services will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. OpTerra Energy Services will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / INSURANCE / BONDS

Section 11.01 Indemnification. To the full extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the greatest extent permitted by Applicable Law.

Section 11.03 OpTerra Energy Services Insurance. OpTerra Energy Services will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to Greenfield via an insurance certificate.

(a) Workers' Compensation/Employers Liability for states in which OpTerra Energy Services is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

(b) Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$4,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal and Advertising Injury
- * \$ 100,000 Damage to premises rented to OpTerra Energy Services

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- * The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against Greenfield, but only to the extent of the indemnity obligations contained in this Contract.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (i) include Greenfield as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 11.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, OpTerra Energy Services will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Greenfield.

ARTICLE 12. DOE GUIDELINES; ENERGY POLICY ACT

Section 12.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" means those gases and other particles as defined in the DOE Guidelines. Greenfield hereby assigns and transfers to OpTerra Energy Services, and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

Section 12.02 As authorized by §1331 of the Energy Policy Act of 2005 (Pub. L. No. 109-58) Greenfield agrees that for the Work, OpTerra Energy Services will be the "designer" as that term is identified in Internal Revenue Bulletin 2008-14, Notice 2008-40, and OpTerra Energy Services will have the exclusive right to report to any federal, state, or local agency, authority or other party any tax benefit associated with the Work. Upon Final Completion, Greenfield agrees to execute a written allocation including a declaration related to Internal Revenue Code §179D. OpTerra Energy Services will prepare the declaration and all accompanying documentation. OpTerra Energy Services will be designated the §179D beneficiary.

ARTICLE 13. MUNICIPAL ADVISOR

Section 13.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT OPTERRA ENERGY SERVICES IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO GREENFIELD WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT GREENFIELD BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. OPTERRA ENERGY SERVICES IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO GREENFIELD OR THE PROVISION OF INFORMATION TO GREENFIELD. GREENFIELD WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR GREENFIELD'S SITUATION.

ARTICLE 14. CONFLICT OF INTEREST

OpTerra Energy Services covenants that neither it, nor any of its officers, has or will acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Greenfield or which would in any way hinder OpTerra Energy Services performance of the Work under this Contract. OpTerra Energy Services further covenants that in the performance of this Contract, OpTerra Energy Services shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of Greenfield's City Manager. OpTerra Energy Services agrees to avoid, at all times, conflicts of interest or the

appearance of conflicts of interest with the interests of Greenfield in the performance of this Contract. OpTerra Energy Services agrees to include language similar to this section in all contracts with subcontractors and agents for the Work contemplated herein.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by OpTerra Energy Services to Greenfield under this Contract are designated by OpTerra Energy Services as a “trade secret” or otherwise designated by OpTerra Energy Services as exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, Greenfield will notify OpTerra Energy Services of such request and advise OpTerra Energy Services whether Greenfield believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party’s request for disclosure of materials under the Act, OpTerra Energy Services will (i) authorize Greenfield to release the documents or information sought; or (ii) if OpTerra Energy Services reasonably believes that the information is exempt from disclosure, advise Greenfield not to release the materials. In the event that OpTerra Energy Services does not authorize Greenfield to release materials Greenfield believes are not exempt from disclosure, OpTerra Energy Services will indemnify and hold harmless Greenfield from all legal expense and court ordered judgements associated with not releasing requested documents.

ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by OpTerra Energy Services. Each of the following events or conditions will constitute an “Event of Default” by OpTerra Energy Services:

- (i) any substantial failure by OpTerra Energy Services to perform or comply with this Contract, continuing for thirty (30) calendar days after notice to OpTerra Energy Services demanding that such failure to perform be cured, including: (1) persistent refusal or failure to supply enough skilled workers or materials to complete the Work; (2) failure to pay subcontractors in accordance with the terms of the relevant subcontract; (3) persistent disregard for Applicable Laws; or (4) material breach of any covenant contained herein; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, OpTerra Energy Services will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by OpTerra Energy Services in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by Greenfield. Each of the following events or conditions will constitute an “Event of Default” by Greenfield:

- (i) any substantial failure by Greenfield to perform or comply with this Contract, continuing for thirty (30) calendar days after notice to Greenfield demanding that such failure to perform be cured, including: (1) stoppage of work unrelated to compliance with any building or life safety code; (2) failure to provide assurance of financial ability to pay; (3) persistent disregard for Applicable Laws; or (4) material breach of any covenant contained herein; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, Greenfield will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Greenfield in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Greenfield to pay any uncontested amount to OpTerra Energy Services which is not paid within ten (10) calendar days after written notice from OpTerra Energy Services that the amount is past due.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days’ written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days’ written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be

necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, OpTerra Energy Services will be entitled to payment for Work satisfactorily performed and accepted by Greenfield, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies upon Default by OpTerra Energy Services. If an Event of Default by OpTerra Energy Services occurs, Greenfield will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by OpTerra Energy Services and/or damages, which will include Greenfield's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by Greenfield. If an Event of Default by Greenfield occurs, OpTerra Energy Services will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Greenfield, and/or damages which will include OpTerra Energy Services' reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. Greenfield expressly understands and agrees that Excusable Event may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for OpTerra Energy Services to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State where the Work is performed, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, OpTerra Energy Services' senior project management personnel will meet with Greenfield's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If OpTerra Energy Services' and Greenfield's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for OpTerra Energy Services and for Greenfield, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of OpTerra Energy Services and Greenfield are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the

mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 19.04. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this ARTICLE 19:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by OpTerra Energy Services that OpTerra Energy Services may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO OPTERRA ENERGY SERVICES: OpTerra Energy Services, Inc.
500 Twelfth Street, Suite 300
Oakland, CA 94607
Tel: 415-529-7931
Attention: Mark Dure-Smith, Project Manager

With a COPY TO: Legal Department
OpTerra Energy Services, Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO GREENFIELD: City of Greenfield
599 El Camino Real
Greenfield, CA 93927
Tel: 831-674-5591
Attention: City Manager

ARTICLE 22. CONSTRUCTION OF CONTRACT

The terms of this Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 23. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 24. NO WAIVER

The failure of OpTerra Energy Services or Greenfield to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of OpTerra Energy Services or Greenfield.

ARTICLE 25. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 26. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 27. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Contract by email or fax will be effective as delivery of a manually executed counterpart of this Contract.

[the Parties' signatures appear on the following page]

**Energy Services Contract
Greenfield and OpTerra Energy Services**

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

OPTERRA ENERGY SERVICES:

OpTerra Energy Services, Inc.

GREENFIELD:

City of Greenfield

By: _____
Name:
Title:

By: _____
Susan A. Stanton, ICMA-CM
City Manager

APPROVED TO FORM

By: _____
Brad Sullivan
Approved to Form

:
:

By: _____
Ann Rathbun
City Clerk

ATTACHMENT A

GREENFIELD'S FACILITIES and EXISTING EQUIPMENT

(a) The following Greenfield Facilities are included under the Scope of Work as listed below:

Facility	Address
City Hall and Police Department	599 El Camino Real
Well #7 and Corp Yard	502 10 th Street
Well #1 and 6	14 th between Pine & Walnut Avenue
Well #5	Oak Avenue & 13 th Street
Community Center	1351 Oak Avenue
Child Development Center	131 13 th Street
Patriot Park Lighting	Oak Avenue & 13 th Street
Waste Water Treatment Plant - Main	41901 Walnut Avenue
Waste Water Treatment Plant - Percolation Ponds	East End Of Walnut Avenue
Street Lights	Citywide
Irrigation Controls	Citywide

(b) The existing equipment is that which is listed in OpTerra Energy Services' Recommendations dated 8 September 2015.

ATTACHMENT B

[Not Used]

ATTACHMENT C

SCOPE OF WORK

California State Contractor's License Number 995037

Energy Conservation & Infrastructure Measures to Be Implemented

ECM	Description
1	Interior and Exterior Lighting Retrofits
2	Streetlight Retrofits
3	Water Meter Retrofits - Fixed Network
4	Smart Irrigation Control Upgrade
5	Smart Thermostat Upgrade
6	Waste Water Treatment Plant DO Sensor Installation
7	Solar Generating Facilities

Solar Generating Facilities to Be Installed

Facility	Address
City Hall and Police Department	599 El Camino Real
Well #7 and Corp Yard	502 10 th Street
Patriot Park - Well #5	Oak Avenue & 13 th Street
Waste Water Treatment Plant - Percolation Ponds	East End Of Walnut Avenue
RES-BCT	East End Of Walnut Avenue

ECM 1 - Interior and Exterior Lighting Retrofits

The table below lists the locations of the interior and exterior lighting retrofits. For detailed descriptions of each interior and exterior lighting retrofit refer to Attachment G.

Facility	Interior	Exterior
City Hall and Police Department	X	X
Well #7 and Corp Yard	X	X
Community Center		X
Child Development Center	X	X
Patriot Park Lighting		X
Waste Water Treatment Plant - Main		X

Scope of Work:

- 1) Provide and install new lighting fixtures or retrofit kits as identified in Attachment G.
 - a. Interior Retrofits
 - i. **High Efficiency light emitting diode (LED) Upgrades** – where indicated, replace 32-34 watt T8 and T12 lamps and ballasts with new LED lamps and drivers or new LED fixtures per Attachment G.
 - ii. **Lighting Controls** – Provide and install occupancy sensors and dimming controls in locations per Attachment G.
 - iii. **Emergency Ballasts** – Provide and install new (97) emergency ballasts at existing locations.

- b. Exterior Retrofit
 - i. **LED Lighting for Exterior Applications** – where indicated, replace high pressure sodium (HPS), low pressure sodium (LPS) and metal halide (MH) fixtures throughout the 8 sites with new LED fixtures as set forth in Attachment G.
 - ii. **Lighting Controls** – Provide and install occupancy sensors, photocells and dimming controls in locations per Attachment G.
- 2) Replacement of existing occupancy or dimming sensors is not included.
- 3) The Scope of work assumes that there are no broken lenses or ceiling tiles. No provisions have been made for replacing any existing lenses or ceiling tiles.

ECM 2 - Streetlight Retrofits

General Scope of Work:

This scope of work applies to the street lighting listed in Attachment H, and includes replacement or retrofit of all fixtures with LED light fixture, necessary traffic control and identification of light pole location for GIS mapping.

Detailed Scope of Work:

Refer to Attachment H for quantities and fixture types.

ECM 3 - Water Meter Retrofits - Fixed Network

General Scope of Work:

Greenfield currently has 3,698 water meters in their utility district, 580 of which have been recently upgraded and provided with drive-by communication capabilities. OpTerra Energy Services will replace the hardware of the remaining 3,118 meters, and upgrade all 3,698 meters with fixed communication radio transmitters. OpTerra Energy Services will provide reasonable assistance to Greenfield with setting up both an internal and client website, and with the automatic transfer of usage data to their existing Taylor Technologies billing system.

Detailed Scope of Work

- 1) Verify existing Greenfield meter location data.
- 2) Record existing water meter readings and other pertinent Meter/ ERT readings (including meter serial number) prior to installation.
- 3) Remove each existing water meter identified in this Scope of Work and replace each with a new water meter and transmitter in the existing meter box.
- 4) Replace meter gaskets and bolts during installation.
- 5) Install automated shutoff valve if meter is included in Attachment I, "Automated Shutoff Valve Scope"
 - a. Automated shutoff valves will be installed using a setter. If a setter cannot be installed in existing meter box due to existing conditions, the automated shutoff valve will not be installed.
 - b. Greenfield will be informed of location and reason the automated valve was not installed.
- 6) To provide functioning transmitter communications, meter lids will be replaced with lids designed for the AMI registers, where required.
- 7) Air and debris will be bled through exterior spigot.
- 8) Meters and registers will be supplied with serial numbers in the UPC bar code format on equipment.
- 9) Deliver all removed water meters to the Greenfield Corporation Yard. Old meters to be labeled and stored in the new meters' boxes.
- 10) OpTerra Energy Services to provide water meter installation weekly progress reports to Greenfield.
- 11) Meters that have been recently upgraded with MasterMeter meters will not be changed out. These meters will be retrofit with new registers capable of communicating with the AMI system.
 - a. Disconnect existing Encoder Receiver Transmitter (ERT) at meter connector. Replace with a new register and connect register to meter.
 - b. Meter lids will be replaced with lids designed for the AMI registers, where required.
 - c. Deliver removed registers to the Greenfield Corporation Yard.

Special Conditions

- 1) Report any field conditions to Greenfield that warrant correction.

- 2) In order to avoid the need to add contingency to cover uniquely challenging specific installations, Greenfield agrees to perform the installation of OpTerra Energy Services-supplied water meters and/or registers on existing units that are found to be too difficult or unusual to install (total of up to 5% of the meters in each size, 2" or less). In this case, the district will receive a credit as shown below on the **Labor Unit Pricing for Skipped Meters**.
- 3) Greenfield to provide assistance in locating meters as required.
- 4) Greenfield to provide adequate personnel to assist in the shutting off of large meters, and/or where isolation valves are not functional. Any broken valves will be the responsibility of Greenfield.
- 5) Lines will be bled to remove air and debris through external building spigot. If there is no readily available spigot the line will not be bled and it will be the responsibility of Greenfield to adequately bleed the system.
- 6) Greenfield will provide a clearly designated equipment and construction lay-down area at the Greenfield Corporation Yard for new and removed equipment and materials storage as well as for subcontractor trailers and supplies required to perform the Work.
- 7) Greenfield to advertise and notify their water customers of planned meter exchange and retrofit via door hangers and a letter in their water bill. Greenfield to communicate timing of planned major water outages.
- 8) Excess or removed soil from the meter boxes shall be spread evenly around the outside of the meter boxes.
- 9) Any water quality testing will be performed by Greenfield.
- 10) Provision of access during normal working hours (7:00 am to 6:00 pm, Monday - Friday) to the Project sites and Greenfield Corporation Yard.
- 11) Greenfield will coordinate with any large scale customers who require assistance with scheduled equipment shutdowns required for implementation of this Scope of Work.

Exclusions

- 1) Yearly fees for fixed network, including receiver cell fees, internal and client website fees, billing provider fees.
- 2) Provision and/or installation of water meters above and beyond the totals provided in the AMI Water Meters Project Bill of Materials listed below.
- 3) Repair of major leaks, existing piping deficiencies, and other work not specifically identified.
- 4) Greenfield will repair curb valve(s) if identified as inoperable.
- 5) If recommended locations for data collectors are not owned by Greenfield, Greenfield is responsible for any on-going agreements and costs associated with the data collector locations.
- 6) Repair or replacement of old or damaged service pipe on either side of the meter that extends outside the meter boxes (for small meters) or more than 18" from the meter (for large meter installations).
- 7) Locking meter box covers have not been included in this Project. Any requirements for locking lids will be the responsibility of Greenfield.
- 8) If new meter box covers do not fit correctly due to damaged box lip, Greenfield will be responsible for repair of existing box.
- 9) Any (pre-cast or cast in place) concrete work (including lids and/or boxes).
- 10) Any communication, paperwork, authorizations, and/or fees required by the California Department of Transportation (Cal Trans) will be the responsibility of Greenfield.

AMI Water Meters Project Bill of Materials

*** Note: the annual fees are between Greenfield and the vendor directly and are a separate contractual agreement.**

Description	Specification	Register Specification	Quantity
5/8"	Disc Series Meter	Fixed Network Endpoint	1,701
3/4"	Disc Series Meter	Fixed Network Endpoint	16
1"	Disc Series Meter	Fixed Network Endpoint	1,236
1 1/2"	Disc Series Meter	Fixed Network Endpoint	33
2"	Disc Series Meter	Fixed Network Endpoint	47
3"	Turbo Series Meter	Fixed Network Endpoint	38
4"	Turbo Series Meter	Fixed Network Endpoint	38
6"	Badger Recordall Turbo Series Meter	Fixed Network Endpoint	9
Base Station	Network Receiver		4
Register Retrofit		Fixed Network Endpoint	580
Meter Lid Replacements			3,698

Labor Unit Pricing for Skipped Meters

In order to avoid the need to add contingency to cover uniquely challenging specific installations, OpTerra and Greenfield have agreed to let the meter installers skip the installation of meters and/or mobile registers on existing units that are found to be too difficult or unusual to install (total of up to 5% of the meters in each size, 2" or less).

In these instances (should they occur) the equipment to be installed will be delivered to Greenfield for installation and Greenfield will receive a credit as follows for labor:

5/8" and 3/4" and 1" water meters	\$60 each
1.5" and 2" water meters	\$180 each
Register Retrofit	\$60 each

Materials Pricing for Skipped Automated Shutoff Valves

If an automated shutoff valve cannot be installed due to existing meter box conditions, Greenfield will be credited for the cost of equipment not installed. There will be no labor credit included. The credit amount will be calculated using manufacturer's invoiced cost for the valve type not installed.

ECM 4 - Smart Irrigation Control Upgrade

Scope of Work:

Remove existing controller and install weather-based irrigation controllers in locations listed below. OpTerra Energy Services will assist Greenfield staff with the setup of WeatherTRAK Central, a cloud based solution for irrigation controller management. This setup includes the setting of an irrigation schedule for each controller.

Location	Existing Controller	Stations used	New WeatherTRAK Controller	Mounting
Patriot Park - Baseball Fields	Hunter ACC	15	WTPRO3-C-18-CWM	Wall Mounted
Patriot Park - Well #5	Hunter I-Core	14	WTLC-C-18-PL	Wall Mounted
Patriot Park - Community Center	Hunter ICC	24	WTPRO3-C-24-CWM	Wall Mounted
Vintage Park	Weathermatic Pro Line - E-PL1600	13	WTLC-C-18-PL	Wall Mounted
Rava Parkway	Hunter ICC-801	32	WTPRO3-C-36-CWM	Pedestal
Tuscany Park	Irritrol RainMaster Sentar II-RME24SE	24	WTPRO3-C-48-CWM	Wall Mounted
	Irritrol RainMaster Sentar II-RME24SE	24		Wall Mounted
	Irritrol RainMaster Sentar II-RME24SE	24	WTPRO3-C-48-CWM	Wall Mounted
	Irritrol RainMaster Sentar II-RME24SE	24		Wall Mounted
Village Green Park	Irritrol RainMaster Eagle - RME24EG	24	WTPRO3-C-36-CWM	Wall Mounted
	Irritrol RainMaster Eagle - RME12EG	12		Wall Mounted
Rotary Centennial Park	Hunter ICC-800M	24	WTPRO3-C-24-CWM	Pedestal
St Christopher Lane	Irritrol MC-18 PLUS-B	18	WTLC-C-18-PL	Wall Mounted
Tyler Park	Irritrol DIAL-18	13	WTLC-C-18-PL	Wall Mounted
Parkside Park	Weathermatic Pro Line - E-PL1600	9	WTLC-C-12-PL	Wall Mounted
City Hall & Police Dept.	Irritrol MC-36E	13	WTLC-C-18-PL	Wall

Location	Existing Controller	Stations used	New WeatherTRAK Controller	Mounting
				Mounted
Baywood Park	Weathermatic Pro Line - E-PL1600	7	WTLC-C-12-PL	Wall Mounted
Apricot Park	Hunter ICC-800M	10	WTLC-C-12-PL	Wall Mounted
0000 Gianolini Parkway	Hunter PRO-C	8	WTLC-C-12-PL	Wall Mounted
385 Thorp Ave	Irritrol RainMaster Sentar II-RME18SE	18	WTPRO3-C-42-CWM	Wall Mounted
	Irritrol RainMaster Sentar II-RME24SE	24		Wall Mounted
326 Wilson Circle	Hunter ICC-800M	16	WTLC-C-18-PL	Pedestal
Hicks Park/Library	Hunter WVC	4	WTPRO3-C-24-CWM	Wall Mounted
	Hunter WVC	4		Wall Mounted
	Irritrol MC-18 PLUS-B	18		Wall Mounted
20 Walker Lane Island	Irritrol MC-12 PLUS (MC-12E)	12	WTLC-C-12-PL	Wall Mounted
235 Thorp-Walnut Tree Line	Irritrol RainMaster Sentar II-RME18SE	18	WTLC-C-18-PL	Wall Mounted
317 Moreno Street	Hunter PRO-C	7	WTLC-C-12-PL	Wall Mounted
131 El Camino Real	Rain Bird ESP	9	WTLC-C-12-PL	Wall Mounted
632 Vazquez Avenue	Irritrol MC-8 PLUS-B		WTLC-C-12-PL	Wall Mounted
300 Las Manzanitas Drive	Irritrol RainMaster Sentar II-RME12SE	12	WTLC-C-12-PL	Wall Mounted

Assumptions, Exceptions, Exclusions:

- 1) Greenfield shall be responsible for providing power if it is not available at the locations selected for installation of the controller
- 2) Valves not working currently will be repaired on a time and material basis.
- 3) Greenfield will be responsible for all ongoing operation and website fees beyond the first five years that are included in this contract.
- 4) Repair or replacement of old or damaged service pipe on either side of the meter that extends outside the meter boxes for small meters or more than 18" from the meter for large meter installations.

ECM 5 - Smart Thermostat Upgrade

Facility	Specifications	Number of Thermostats
Community Center	Network Thermostat RP32-WIFI	5

Scope of Work:

Currently the thermostats at the community center are manually controlled and are set to default time schedules. OpTerra Energy Services will replace existing manual thermostats with smart thermostats that are controlled wirelessly through a website. Greenfield will access thermostats via the internet and set schedules of operation and temperature set points.

Assumptions:

New thermostats will be able to communicate with existing wireless Ethernet network currently installed at Community Center. If signal is not linking, a signal repeater may be required.

ECM 6 - Waste Water Treatment Plant DO Sensor Installation

General Scope of Work for Pond DO Controls:

- The City of Greenfield is currently contracted with the Wallace Group to design and oversee the installation of 18 aerators in the percolation ponds at their Waste Water Treatment Plant. These new aerators are designed to run 12 hours a day, seven days a week. In order to reduce the power consumption in the ponds, the mechanical aerators will be operated based on Dissolved Oxygen (DO) concentration. The DO data will be supplied by DO meters and sensors located in the ponds.
- OpTerra Energy Services will provide the Wallace Group with the design information needed to integrate DO Sensors into their design. OES will provide and install DO sensors during the installation of the aerators.

Detailed Scope of Work for Pond Mixers and DO Controls:

1. Provide and install three DO controllers/sensors and air blast cleaning systems. Power and control conduits and wiring (to be provided by others) to receive signals from the DO probe controllers and return signals to a new PLC.
2. Provide one (1) Programmable Logic Controller (PLC). Program PLC board per the preliminary control narrative summarized below to control the on/off status of the HP aerators. The installation will require field adjustments/coordination and finalization to the approach will be determined during implementation.

Tests and Inspections:

1. Perform functionality testing of installed DO controls and PLC(s). Adjust control strategy as required based on field conditions.

ECM 7 - Solar Generating Facilities

Location	Structure Type	Tilt	Year 1 kWh Solar Production
City Hall/ PD	Canopy	5	98,069
Well #5/ Patriot Park	Canopy	5	135,731
Well #7/ Corp Yard	Ground Mount	25	302,751
WWTP Percolation Ponds	Ground Mount	20	299,904
RES-BCT	Ground Mount	20	422,000
Totals			1,258,455

Scope of Work

Scope of work will include:

1. Prepare and submit design drawings to Greenfield for approval and to local Utility for interconnection permits.
2. Provide geotechnical evaluations necessary for design requirements.
3. Provide Utility interconnection drawings and application management services.
4. Provide and coordinate installation of the NGOM and NEM metering.
5. Procure materials and equipment necessary for construction.
6. Provide labor, supervision, and coordination with Greenfield for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
7. Install inverters and all necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shut-downs are anticipated at each site. Time of shutdown will be coordinated with Greenfield and Utility and may include weekends.

8. Provide and install solar canopy structures. The canopy structure design will include a painted canopy structure 9-12 feet in height and a pier depth of eight feet deep and assumes no de-watering, benching, shoring, or casing.
9. Install new lighting fixtures mounted under new canopies (one for each 27' bay)
10. Provide as-built drawings and Operations & Maintenance manuals upon Project completion.
11. Provide tree and lighting removal, as required.
12. Provide miscellaneous backfill. An allowance of \$5,000 is included in the Contract Amount for restoration of landscaping in areas of work.
13. Start-up, test, and commission the Generating Facilities in accordance with design plan and applicable industry standards.

Assumptions, Exceptions, Exclusions:

1. Work at the WWTP will commence after both the following have occurred: (1) RES-BCT interconnection has been approved by PG&E and new service has been installed, and (2) ditch at south end of percolation ponds has been filled in with soil from pond upgrade project.
2. The Contract Amount includes an allowance of \$150,000 to cover the cost of Utility RES-BCT Interconnection fees. If the cost of the interconnection is above this amount, then Greenfield can either agree to pay additional Interconnection costs or negotiate a Change Order with OpTerra Energy Services to remove the RES-BCT solar PV installation from this Project.
3. The location for the new RES-BCT PV system assumes that Greenfield will fill in and compact soil to 90% at the south east corner of the percolation ponds by August 31, 2016.
4. Cost for ADA accessibility upgrades to existing buildings or parking lots for path of travel, if required, are not included and will be calculated based upon final design.
5. Remediation and/or removal of hazardous materials, hazardous wastes, or spoils are not included.
6. CEQA or other environmental studies, if required, will be the responsibility of Greenfield.
7. Public Hearings, if required, will be the responsibility of Greenfield
8. Access to areas of construction will be blocked to public during construction for safety.

Preliminary Photovoltaic Layout

The following photos are schematic engineering layouts. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

City Hall



Well #7 and Corp Yard



Well #5, Patriot Park



WWTP – Percolation Ponds and RES-BCT



General Project Exclusions and Clarifications:

1. Inspector costs are excluded.
2. The schedule assumes construction will proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions except for Phase 1 and Phase 2 of the solar installation.
3. Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by Greenfield. If OpTerra Energy Services encounters material suspected to be hazardous, OpTerra Energy Services will notify Greenfield representatives and stop further work in the area until the material is removed.
4. OpTerra Energy Services will require the assistance of Greenfield personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
5. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
6. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
7. OpTerra Energy Services standard construction means and methods will be used.
8. Greenfield will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for OpTerra Energy Services and OpTerra Energy Services' subcontractor vehicles in parking lots at the Facilities.
9. Work will be performed during normal work hours; no overtime hours are included in the Contract Amount. The lighting retrofit work will be performed so as not to unreasonably interfere with the building schedule and if necessary, will take place during off hours.
10. The Scope of Work assumes that unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. OpTerra Energy Services will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
11. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, OpTerra Energy Services will immediately notify Greenfield representative.
12. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
13. The PV shade structure is not weather tight and will not provide shelter from rain.
14. Water hose bibs for washing the panels are excluded.
15. Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
16. Parking lot repairs are excluded, except to the extent of damage caused by OpTerra Energy Services or its subcontractors.
17. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
18. Painting, unless specified, is excluded.
19. With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, Greenfield will properly ground lighting fixtures before OpTerra Energy Services commences work in compliance with applicable codes.
20. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, Greenfield will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
21. Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. Greenfield is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC guidelines.
22. With respect to projects with new equipment connecting to the Facility's existing electrical distribution system, OpTerra Energy Services will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. Greenfield is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC guidelines.
23. OpTerra Energy Services is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew. OpTerra Energy Services will not be responsible for existing damaged pipes, valves, and related parts and components.

Manufacturer’s Warranty criteria for specific pieces of equipment:

ECM/Scope	Equipment Type	Manufacturer Limited Warranty Duration (Years)**
ECM 1 - Lighting Retrofits		5 - 10 Years
ECM 2 - Streetlight Retrofits	Fixture	10 Years
ECM 3 - Water Meter Retrofits	Badger Meter	25 Years (5/8" – 2") 1 Year (3"-6")
	Badger Encoder	20 Years
	Orion Endpoints	20 Years
	Orion Network Gateway Receiver	1 Year
ECM 4 - Irrigation Control Upgrade		3 Years (LC model) 5 Years (PRO model)
ECM 5 - Smart Thermostat Upgrade		1 Year
ECM 6 – DO Sensor Installation	DO Probe	3 years
	Controller	2 years
Solar PV	Modules	25 Years
	Inverters	15 Years
	Monitoring Components	5 Years

**Note that most warranties start when materials are delivered

Lighting Retrofit Spec	Manufacturer Warranty (Years)**
Terralux TLK-DR6A-A-213-40-DO-BB	7
Terralux TLK-DR6A-A-213-40-DO-0	7
(2) Linmore Tubes LL-T8-2-1-ED-F-41K, (1) LL-DR-18W-DIM-T2	10
(1) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-15W-DIM-T1	10
(2) Linmore Tubes LL-T8-2-1-ED-F-41K, (1) LL-DR-18W-DIM-T2, (1) Em Battery Driver	5
(2) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-36W-DIM-T2	10
(2) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-36W-DIM-T2, (1) Em Battery Driver	5
(6) Linmore Tubes LL-T8-4-1-ED-F-41K, (2) LL-DR-44W-DIM-T3	10
(3) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-36W-DIM-T2, (1) LL-DR-18W-DIM-T1, Maintain I/O	10
(3) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-26W-DIM-T2, (1) LL-DR-18W-DIM-T1, Maintain I/O	10
(3) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-36W-DIM-T2, (1) LL-DR-18W-DIM-T1, Maintain I/O, (1) Em Battery Driver	5
(4) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-72W-DIM-T4	10
(6) Linmore Tubes LL-T8-4-1-ED-F-41K, (2) LL-DR-60W-DIM-T3	10
(8) Linmore Tubes LL-T8-4-1-ED-F-41K, (2) LL-DR-72W-DIM-T4	10
(4) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-60W-DIM-T4	10
(2) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-26W-DIM-T2, (1) Em Battery Driver	5
(2) Linmore Tubes LL-T8-4-1-ED-F-41K, (1) LL-DR-26W-DIM-T2	10

Lighting Retrofit Spec	Manufacturer Warranty (Years)**
Linmore Universal Retrofit System - 4ft, 41K, 4 bars, 60W total: LL-URS-4NA-4-41K-60	10
Philips EvoKit 2x4 P 42L 39W 835 2 STEP 7 G3	5
Philips EvoKit 2x4 P 42L 39W 835 2 STEP 7 G3; (1) Bodine emergency backup BSL310	5
CREE BXSP B HT 2ME A 40K-UL SV N	10
Cree XSPW A02FG-UT	10
RAB Flood FFLED26SF (26w, 2900 lm)	5
National Lighting Solutions #DRLI-T5-30W-700-4000K-LED-UNIVERSAL VOLT-DFM-WHITE (30W, 2000 lm). Optic: Type 3	5
RAB - RWLED3T50	10
(2) RAB - RWLED3T50 (180 deg)	10
(2) RAB - RWLED3T50 (90 deg)	10
Terralux TLK-DRVA-A-126-40-DO-BB	7
Terralux TLK-DRVA-A-126-40-DO-0	7

**Note that most warranties start when materials are delivered

ECM's – With respect to the ECM Scopes of Work, the OpTerra Energy Services Warranty commences immediately upon uninterrupted operation for a duration, as necessary, with a maximum of 2 weeks, to determine proper operation. OpTerra Energy Services will provide written notice to Greenfield of the date the OpTerra Energy Services Warranty commences.

SOLAR SYSTEM – The OpTerra Energy Services Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.

Substantial & Final Completion Forms per Scope of Work:

The table below provides the number of substantial and final completion forms that will be used to document beneficial use and final completion of each scope of work.

Scope of Work	Location	Total Quantity of Substantial Completions	Total Quantity of Final Completions
ECM 1 - Interior and Exterior Lighting Retrofits	6 Sites	6; for entire ECM	1; for entire ECM
ECM 2 - Streetlight Retrofits	Citywide	1; for entire ECM	1; for entire ECM
ECM 3 - Water Meter Retrofits	Citywide	1; for entire ECM	1; for entire ECM
ECM 4 - Smart Irrigation Control Upgrade	20 Sites	1; for entire ECM	1; for entire ECM
ECM 5 - Smart Thermostat Upgrade	1 Sites	1; for entire ECM	1; for entire ECM
ECM 6 - DO Sensor Installation	1 Sites	1; for entire ECM	1; for entire ECM
Solar Generating Facilities (SGF)	5 Sites	5; 1 for each SGF	2: 1 for each phase

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

OpTerra Energy Services will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

OpTerra Energy Services DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with Greenfield's specifications.
- Test and verify Greenfield/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Greenfield/Facility maintenance staff.

Greenfield/Facility Responsibilities:

- Provide four (4) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
- Provide network connectivity to each DAS panel location.
- Provide OpTerra Energy Services five (5) Business Days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

**ATTACHMENT E
M&V SERVICES**

EQUIPMENT AND FACILITIES COVERED

OpTerra Energy Services will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to Greenfield’s property at the following Project Locations:

Facility	Address
City Hall and Police Department	599 El Camino Real
Well #7 and Corp Yard	502 10 th Street
Patriot Park - Well #5	Oak Avenue & 13 th Street
Waste Water Treatment Plant - Percolation Ponds	East End Of Walnut Avenue
RES-BCT	East End Of Walnut Avenue

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

“**Accumulated Savings**” means, as of any date of determination, the cumulative total of Excess Savings.

“**Actual Energy Rate**” means, for any Measurement Period, utility rates calculated by OpTerra Energy Services using actual utility billing information supplied by Greenfield for that Measurement Period.

“**Annual M&V Fee**” means a fee payable annually in advance by Greenfield to OpTerra Energy Services, in consideration of the provision of up to two (2) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Fifteen Thousand Eight Hundred Thirty-Six Dollars (\$15,836). The Annual M&V Fee will be increased annually thereafter at the rate of four percent (4%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

“**Assessment Work**” means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment) proposed or implemented by Greenfield.

“**Base Energy Rate**” means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by OpTerra Energy Services to calculate the EC Savings.

“**Baseline**” means the energy use established by OpTerra Energy Services from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

“**EC Savings**” means the savings in units of dollars (\$) calculated by OpTerra Energy Services in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Savings Report**” is defined in this Attachment E, Section (II)(D).

“**Energy Savings Term**” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the second (2nd) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by Greenfield of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by Greenfield to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

“**Energy Unit Savings**” means the savings in units of energy, power, water, etc., calculated by OpTerra Energy Services in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Use Factors**” means factors reasonably identified by OpTerra Energy Services which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

“**Energy Use Savings**” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

“**Excess Savings**” means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

“**Guarantee Payment**” means, for any Measurement Period, either: (i) a cash payment by OpTerra Energy Services to Greenfield in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or, at Greenfield’s election (ii) additional energy services or energy saving retrofits requested by Greenfield with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

“**Guarantee Shortfall**” means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

“**Guaranteed Savings**” means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by OpTerra Energy Services for changes in Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Guaranteed Savings
1	\$237,063
2	\$244,133

“**IPMVP**” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“**Projected Energy Savings**” means those Energy Unit Savings, which OpTerra Energy Services anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“**Savings Guarantee**” is defined in this Attachment E, Section (II)(A)(i).

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, OpTerra Energy Services warrants that Greenfield will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, OpTerra Energy Services will pay to Greenfield, within thirty (30) calendar days after the acceptance by Greenfield of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Greenfield, Greenfield would benefit from additional energy services or energy saving retrofits, Greenfield and OpTerra Energy Services may mutually agree that OpTerra Energy Services will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, Greenfield will repay to OpTerra Energy Services, to the extent of such Excess Savings, any Guarantee Payments previously paid by OpTerra Energy Services to Greenfield and not previously repaid to OpTerra Energy Services by Greenfield, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If OpTerra Energy Services has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by Greenfield, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If OpTerra Energy Services is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any event beyond its control, such circumstance will not constitute a default, and OpTerra Energy Services will be excused

from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Greenfield will notify OpTerra Energy Services in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by OpTerra Energy Services during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. OpTerra Energy Services will determine the effect that any such change will have on EC Savings and present to Greenfield a written analysis of the effects of such changes. OpTerra Energy Services will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. OpTerra Energy Services will notify Greenfield, in writing, of all such changes.
- iii. Changes to Facilities. Greenfield or OpTerra Energy Services may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If OpTerra Energy Services proposes changes to the Facilities that would not unreasonably interfere with the conduct of Greenfield's business or cause Greenfield to incur additional costs, and Greenfield does not consent to the changes, then OpTerra Energy Services will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by OpTerra Energy Services.
- vi. Assessment Work. OpTerra Energy Services has the right to charge Greenfield for Assessment Work, which will be billed at current OpTerra Energy Services engineering rates and will be paid by Greenfield within thirty (30) calendar days after receiving OpTerra Energy Services' invoice. Before initiating Assessment Work, OpTerra Energy Services will notify Greenfield in writing of the intent and estimated cost associated with the Assessment Work. Greenfield will, within forty-five (45) calendar days, give OpTerra Energy Services written permission to proceed or, alternatively at no charge to OpTerra Energy Services, to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If OpTerra Energy Services does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Greenfield approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Greenfield fails to notify OpTerra Energy Services of changes in Energy Use Factors or fails to supply OpTerra Energy Services in a timely manner with information that is requested by OpTerra Energy Services for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. OpTerra Energy Services will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by OpTerra Energy Services to the savings calculations will be presented to Greenfield in advance. Greenfield will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. Greenfield agrees that OpTerra Energy Services will have the right, with or without prior notice, to inspect the Facilities to determine if Greenfield has consistently complied with its obligations as set forth above. If any inspection discloses that Greenfield has failed, on or prior to the

date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.

- xi. Interference. Greenfield may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Greenfield will promptly notify OpTerra Energy Services. If an unforeseeable overshadowing or shading condition not caused by OpTerra Energy Services or its subcontractors exists and continues for five (5) Business Days or more, Greenfield agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and OpTerra Energy Services may present Greenfield with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Greenfield Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Greenfield will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by OpTerra Energy Services and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities. Greenfield is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

D. Energy Savings Report. Annually during the Energy Savings Term, OpTerra Energy Services will submit to Greenfield an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). OpTerra Energy Services will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Greenfield will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. Greenfield irrevocably grants to OpTerra Energy Services the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. OpTerra Energy Services will not exercise such right in a manner that unreasonably interferes with the business of Greenfield as conducted at the Facilities as of the date hereof. Greenfield will cooperate fully with the exercise of such right by OpTerra Energy Services pursuant to this Attachment E, Section (II)(E). Greenfield will further cooperate with OpTerra Energy Services' performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by OpTerra Energy Services.

F. Internet Communication Path. At OpTerra Energy Services' request, to facilitate OpTerra Energy Services' monitoring of the Work, Greenfield will open an internet communication path between Greenfield's energy management system(s) and OpTerra Energy Services' office in Overland Park, Kansas. Greenfield will provide, at Greenfield's expense, all networking, telecommunication, encryption, and security hardware and/or software OpTerra Energy Services deems necessary to achieve such communication path, as well as any similar hardware, software, or encryption devices necessary for use at OpTerra Energy Services' office. OpTerra Energy Services will provide Greenfield with the precise locations for network communication ports within Greenfield's Facilities. Greenfield agrees not to charge OpTerra Energy Services to install or maintain such communication paths.

G. Termination of Guaranteed Savings. If (i) Greenfield notifies OpTerra Energy Services in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by OpTerra Energy Services for default by Greenfield or by Greenfield for any reason permitted by the Contract or (iii) Greenfield fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of OpTerra Energy Services to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, OpTerra Energy Services will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

H. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by OpTerra Energy Services to Greenfield in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by OpTerra Energy Services on the first day of the corresponding Measurement Period. Greenfield, or its designee, will pay OpTerra Energy Services such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Greenfield gives OpTerra Energy Services prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in

accordance with this Attachment E, Section (II)(H) will be a material default by Greenfield under the Contract, and OpTerra Energy Services, in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.

- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

I. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings, as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by OpTerra Energy Services as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by OpTerra Energy Services as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by OpTerra Energy Services in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by OpTerra Energy Services as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies & Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

ECM	Location	Description	M&V Method
SG-1	City Hall and Police Department	Solar Shade Canopy	Option B
SG-2	Patriot Park – Well #5	Ground Mount	Option B
SG-3	Well #7 and Corp Yard	Solar Shade Canopy	Option B
SG-4	Waste Water Treatment Plant - Percolation Ponds	Ground Mount	Option B
SG-5	RES-BCT	Ground Mount	Option B

- 1. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. OpTerra Energy Services will supply a one-time report to Greenfield detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - b. Scope of Work

No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in the table below, and is projected to degrade by 0.5% per year.

- c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- d. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing reports. During the Construction Period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the ECM and the M&V Commencement Date.

Projected Annual Production for Solar Generating Facilities

	Location	Description	Projected Annual Electric Savings (kWh)
SG-1	City Hall and Police Department	Solar Shade Canopy	93,167
SG-2	Patriot Park – Well #5	Ground Mount	128,944
SG-3	Well #7 and Corp Yard	Solar Shade Canopy	287,613
SG-4	Waste Water Treatment Plant - Percolation Ponds	Ground Mount	284,905
SG-5	RES-BCT	Ground Mount	400,900

- 2. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Report.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by three and one-half percent (3.5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Base Energy Rates

ECM	Location	\$ per kWh
SG-1	City Hall and Police Department	0.2175917
SG-2	Patriot Park – Well #5	0.2296896
SG-3	Well #7 and Corp Yard	0.2676259
SG-4	Waste Water Treatment Plant - Percolation Ponds	0.1966563
SG-5	RES-BCT	0.1351256

ATTACHMENT F
MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED

OpTerra Energy Services will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on Greenfield’s property at the Generating Facilities being constructed at the Project Locations listed in Attachment C.

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

“**Annual Maintenance Fee**” means a fee payable annually in advance by Greenfield to OpTerra Energy Services, in consideration of the performance of up to two (2) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Twenty-Five Thousand One Hundred Fourteen Dollars (\$25,114). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

II. Term

So long as Greenfield pays to OpTerra Energy Services the Annual Maintenance Fee, OpTerra Energy Services will provide the Maintenance Services, as described herein, up to two (2) years from the M&V Commencement Date on an annualized basis. At the end of this term, Greenfield may:

- a. Enter into another agreement with OpTerra Energy Services to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by OpTerra Energy Services to Greenfield in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by OpTerra Energy Services on the first day of the corresponding Measurement Period. Greenfield, or its designee, will pay OpTerra Energy Services such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Greenfield, and OpTerra Energy Services, in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, OpTerra Energy Services will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Greenfield on a quarterly basis.

If OpTerra Energy Services is no longer the provider of Maintenance Services, Greenfield’s new provider will maintain similar service logs. OpTerra Energy Services will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

OpTerra Energy Services will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.

d. Cleaning:

- i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
- ii Wash PV modules and remove accumulated dust and debris for optimal system performance on an annual basis.

System performance is evaluated by comparing actual production data and actual local weather data to the production values predicted by modeling software. These evaluations are performed monthly; greater-than-predicted degradations may indicate the need for panel washing. One panel washing per year is included in the Maintenance Services, which may be adjusted as follows:

- Additional washings can be purchased by Greenfield, at its option, to maintain optimal performance.
- In the event that a second annual washing is recommended by OpTerra Energy Services in order to maintain optimal performance, but Greenfield declines to purchase the additional washing, OpTerra Energy Services may at its sole discretion adjust the Energy Savings Guarantee for that year.
- In years of extreme drought and/or where system performance is greater than 100%, OpTerra Energy Services and Greenfield may agree not to wash the solar panels. In that case, Greenfield will receive a credit for that year's panel washing.

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, Greenfield must contact the OpTerra Energy Services PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by OpTerra Energy Services can be repaired or reconstructed by OpTerra Energy Services at Greenfield's request. Greenfield must submit a request for quotation to the OpTerra Energy Services PV Operations & Maintenance Manager. OpTerra Energy Services will inspect the damage and provide a written quotation and complete scope of work to Greenfield to restore the Generating Facility to normal operational condition. Before proceeding with repairs, OpTerra Energy Services and Greenfield must execute a work order, on OpTerra Energy Services' form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis.

- Hourly technician labor rate \$150/hr.
- Materials markup 15%

VI. Warranty Services

The OpTerra Energy Services PV Operations & Maintenance Manager will also be Greenfield's point of contact for all issues related to the OpTerra Energy Services Warranty set forth in Section 9.01 of the Contract. Greenfield should refer to Section 9.02 of the Contract for services provided by OpTerra Energy Services to Greenfield in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to Greenfield at Final Completion.

VII. Services and Equipment to Be Covered By Greenfield

OpTerra Energy Services' obligations under this Attachment F are expressly conditioned upon Greenfield's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to OpTerra Energy Services:

- a. Making the Generating Facilities described herein available to OpTerra Energy Services as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- e. Allowing OpTerra Energy Services and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- f. Allowing OpTerra Energy Services and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for OpTerra Energy Services to satisfy its obligations under the Contract.
- g. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by OpTerra Energy Services during the performance of the Maintenance Services which Hazardous Substances were not deposited by OpTerra Energy Services, including any backfill with clean soil as may be reasonably required.
- h. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

**Energy Services Contract
Greenfield and OpTerra Energy Services**

OpTerra Energy Services will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Greenfield's failure to satisfy the conditions set forth in this Attachment F.

**ATTACHMENT G
LIGHTING RETROFIT SCOPE**

[See Attached PDF]

**ATTACHMENT H
STREETLIGHTING RETROFIT SCOPE**

[See Attached PDF]

**ATTACHMENT I
AUTOMATED SHUTOFF VALVE SCOPE**

[See Attached PDF]



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 3, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

SUBJECT: DISCUSSION OF OPTERRA ENERGY PROJECT FINANCING

BACKGROUND

As previously discussed, the approved contract with OpTerra, Phase I involves the installation of energy management equipment including the construction of solar panels. The total construction cost for Phase I related to the Solar and Energy Conservation Measures is \$4,120,377. Including the cost of finance and interest charges approximately \$1,250,953; the total project cost will be \$5,371,330. The projected net benefits of the project (including solar, energy conservation and maintenance savings) for a twenty-five year period is \$4,469,248, and the annual savings will exceed the annual financing cost during the life of the financing.

In order to fund the proposed City-Wide Energy Efficiency and Renewable Energy Project, staff recommends obtaining financing from PNC Equipment Finance. Financing for Phase I includes the purchase, acquisition, and installation of Solar PV, Street Lighting, Interior/Exterior Lighting, and Thermostats. The proposed financing is a net lease whereby the City is responsible for all costs of operation, maintenance, insurance, and taxes

BUDGET AND FINANCIAL IMPACT

The proposed lease period for retiring the debt related to Phase I of the Energy Service Agreement is 14 years, plus 12 months of construction. The lease rate offered to the City for this project is 3.139%. At lease closing, PNC Equipment Finance will deposit the entire financed amount into an escrow account from which disbursements will be made to contractors and equipment providers as directed by the City. The lease rate will be adjusted prior to lease closing based on market conditions.

The lease rate at closing will be indexed to the 10-year interest rate swap as published by the Federal Reserve. Legal title to the equipment during the lease term will be with the City. Upon performance of the terms and conditions of the lease agreement, the City will have the option to purchase all equipment for \$1.00.

Currently, electricity is paid by several different funds, according to use. Given that the cost savings generated by this project will fund the semi-annual lease payments, payments will be made from each fund in proportion to the savings realized. Based on the allocation of electricity expenditures between July 1, 2014 and October 31, 2015, staff proposes the following percentage allocation of each lease payment:

Solar Program Lease Payment			
Percent Allocation of Lease Payment by Fund			
General	9%	LLMD #1	1%
Sewer	14%	LLMD #2	4%
Gas Tax	18%	Water	54%

The proposed solar program is projected to generate \$10,278,425 in program savings which will offset the \$5,809,187 in estimated lease payments. The cumulative program savings shown in attachment #1, realized over the twenty-five year life of the project, is estimated at \$4,470,000. *Total program savings is subject to the actual cost of electricity (expressed as solar avoided electric rate) during the life of the project.*

Separate financing will be secured for Phase II of the Energy Conservation Program for the installation of water meters once the City completes the Sewer Master Plan and adopts new user Water rates. The proposed water meter program is projected to generate \$6,128,000 in program savings which will offset the \$3,845,000 in estimated lease payments. The cumulative program savings shown in attachment #2, realized over the twenty-five year life of the project is due to increased revenue with the installation of newer meters and staff saving associated with the discontinuation of manual meter reading and service connections..

REVIEWED AND RECOMMENDED

Based on the benefits of this project, Administrative Services Director Jeri Corgill and your City Manager recommend approval of the proposed resolution to obtain financing for the acquisition and installation of energy-saving equipment from PNC Equipment Finance, LLC.

SUBSEQUENT ACTIONS

The Finance Department will facilitate the necessary execution of loan documents with PNC Equipment Finance to move forward on the project and will establish an internal amortization schedule for loan repayment from all impacted City funds.

POTENTIAL MOTION:

I MOVE TO APPROVE / DENY RESOLUTION #2015-67, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD TO OBTAIN FINANCING FOR THE ACQUISITION AND INSTALLATION OF ENERGY-SAVING EQUIPMENT FROM PNC EQUIPMENT FINANCE, LLC

**Financials - Cash and Financing Option
City of Greenfield
4217 Code Compliance Test**

TELP Funded - 17 Year, 3.45%
City-Wide Energy Program
No Capital

Project Cost	\$4,120,377
Solar PV and Energy Efficiency	\$4,120,377
Capital Contribution	\$0
Financed Amount	\$ 4,120,377

INPUTS

Projected Utility Annual Energy Escalation Factor	3.25%
Projected Solar Production 1st year of operation ⁽¹⁾	1,250,521
Solar Avoided Electricity Energy Rate ⁽²⁾	\$0.205
Solar Electricity Production Degradation Factor	0.50%

Year	Solar Electricity Produced (kWh)	Solar Avoided Electric Rate (\$/kWh)	Net Solar Project Savings	Energy Conservation Rebates	Energy Conservation Savings	O&M and M&V Costs	Maintenance Savings	Net Program Savings	Estimated Lease Payment	Project Net Benefit	Cumulative Program Savings
	W	Z	A = W x Z	B	C	D	E	G = A+B+C+E+F-D	H	J = G - H	K
1	1,250,521	\$0.205	\$255,964	\$13,585	\$36,703	\$40,638	\$5,079	\$270,693	\$241,603	\$29,090	\$29,090
2	1,244,268	\$0.211	\$262,962		\$37,896	\$42,056	\$5,231	\$264,033	\$234,942	\$29,090	\$58,181
3	1,238,047	\$0.218	\$270,150		\$39,127	\$0	\$5,388	\$314,666	\$285,575	\$29,090	\$87,271
4	1,231,857	\$0.225	\$277,536		\$40,399	\$0	\$5,550	\$323,484	\$294,394	\$29,090	\$116,362
5	1,225,698	\$0.233	\$285,123		\$41,712	\$0	\$5,716	\$332,551	\$303,461	\$29,090	\$145,452
6	1,219,569	\$0.240	\$292,917		\$43,068	\$0	\$5,888	\$341,873	\$312,782	\$29,090	\$174,543
7	1,213,471	\$0.248	\$300,925		\$44,467	\$0	\$6,064	\$351,457	\$322,366	\$29,090	\$203,633
8	1,207,404	\$0.256	\$309,151		\$45,913	\$0	\$6,246	\$361,310	\$332,220	\$29,090	\$232,724
9	1,201,367	\$0.264	\$317,603		\$47,405	\$0	\$6,434	\$371,441	\$342,351	\$29,090	\$261,814
10	1,195,360	\$0.273	\$326,285		\$48,945	\$0	\$6,627	\$381,857	\$352,767	\$29,090	\$290,905
11	1,189,383	\$0.282	\$335,205		\$50,536	\$0	\$6,826	\$392,567	\$363,476	\$29,090	\$319,995
12	1,183,436	\$0.291	\$344,369		\$52,179	\$0	\$7,030	\$403,578	\$374,487	\$29,090	\$349,086
13	1,177,519	\$0.300	\$353,783		\$53,874	\$0	\$7,241	\$414,899	\$385,808	\$29,090	\$378,176
14	1,171,631	\$0.310	\$363,454		\$55,625	\$0	\$7,459	\$426,538	\$397,448	\$29,090	\$407,267
15	1,165,773	\$0.320	\$373,390		\$57,433	\$0	\$7,682	\$438,506	\$409,415	\$29,090	\$436,357
16	1,159,944	\$0.331	\$383,598		\$59,300	\$0	\$7,913	\$450,810	\$421,720	\$29,090	\$465,448
17	1,154,145	\$0.341	\$394,085		\$61,227	\$0	\$8,150	\$463,462	\$434,371	\$29,090	\$494,538
18	1,148,374	\$0.353	\$404,858		\$63,217	\$0	\$8,395	\$476,469		\$476,469	\$971,008
19	1,142,632	\$0.364	\$415,926		\$65,271	\$0	\$8,647	\$489,843		\$489,843	\$1,460,851
20	1,136,919	\$0.376	\$427,296		\$67,393	\$0	\$8,906	\$503,595		\$503,595	\$1,964,446
21	1,131,234	\$0.388	\$438,977		\$31,797	\$0	\$9,173	\$479,947		\$479,947	\$2,444,393
22	1,125,578	\$0.401	\$450,978		\$32,830	\$0	\$9,448	\$493,256		\$493,256	\$2,937,649
23	1,119,950	\$0.414	\$463,306		\$33,897	\$0	\$9,732	\$506,935		\$506,935	\$3,444,585
24	1,114,351	\$0.427	\$475,972		\$34,999	\$0	\$10,024	\$520,995		\$520,995	\$3,965,579
25	1,108,779	\$0.441	\$488,984		\$4,361	\$0	\$10,324	\$503,669		\$503,669	\$4,469,248
Total			\$9,012,796	\$13,585	\$1,149,575	\$82,694	\$185,174	\$10,278,435	5,809,187	\$4,469,248	

**Financials - Cash and Financing Option
City of Greenfield
4217 Code Compliance Test**

TELP Funded - 17 Year, 3.45%
City-Wide Energy Program
Water Utility Funded

Project Cost	\$2,856,465
Water Meter	\$2,856,465
Capital Contribution	\$0
Financed Amount	\$ 2,856,465

Year	Energy Conservation Rebates	Increased Revenue (Meter Accuracy)	Maintenance Savings	Net Program Savings	Estimated Lease Payment	Water Utility Contribution	Project Net Benefit	Cumulative Program Savings
	B	C	E	G = B+C+E+F	H	I	J= G	K
1	\$0	\$95,964	\$103,422	\$199,386	\$226,160	\$226,160	\$199,386	\$199,386
2		\$99,083	\$106,525	\$205,608	\$226,160	\$226,160	\$205,608	\$404,994
3		\$102,303	\$109,721	\$212,024	\$226,160	\$226,160	\$212,024	\$617,018
4		\$105,628	\$113,012	\$218,640	\$226,160	\$226,160	\$218,640	\$835,658
5		\$109,061	\$116,403	\$225,463	\$226,160	\$226,160	\$225,463	\$1,061,122
6		\$112,605	\$113,178	\$225,783	\$226,160	\$226,160	\$225,783	\$1,286,905
7		\$116,265	\$116,573	\$232,838	\$226,160	\$226,160	\$232,838	\$1,519,743
8		\$120,044	\$120,070	\$240,114	\$226,160	\$226,160	\$240,114	\$1,759,856
9		\$123,945	\$123,672	\$247,617	\$226,160	\$226,160	\$247,617	\$2,007,474
10		\$127,973	\$127,383	\$255,356	\$226,160	\$226,160	\$255,356	\$2,262,830
11		\$132,132	\$131,204	\$263,336	\$226,160	\$226,160	\$263,336	\$2,526,166
12		\$136,427	\$135,140	\$271,567	\$226,160	\$226,160	\$271,567	\$2,797,733
13		\$140,860	\$139,194	\$280,055	\$226,160	\$226,160	\$280,055	\$3,077,788
14		\$145,438	\$143,370	\$288,809	\$226,160	\$226,160	\$288,809	\$3,366,596
15		\$150,165	\$147,671	\$297,837	\$226,160	\$226,160	\$297,837	\$3,664,433
16		\$155,046	\$152,101	\$307,147	\$226,160	\$226,160	\$307,147	\$3,971,580
17		\$160,085	\$156,665	\$316,749	\$226,160	\$226,160	\$316,749	\$4,288,329
18		\$165,287	\$161,364	\$326,652			\$326,652	\$4,614,981
19		\$170,659	\$166,205	\$336,864			\$336,864	\$4,951,845
20		\$176,206	\$171,192	\$347,397			\$347,397	\$5,299,242
21		\$155,400	\$0	\$155,400			\$155,400	\$5,454,642
22		\$160,450	\$0	\$160,450			\$160,450	\$5,615,092
23		\$165,665	\$0	\$165,665			\$165,665	\$5,780,758
24		\$171,049	\$0	\$171,049			\$171,049	\$5,951,807
25		\$176,608	\$0	\$176,608			\$176,608	\$6,128,415
Total	\$0	\$3,474,348	\$2,654,067	\$6,128,415	3,844,724	3,844,724	\$6,128,415	

RESOLUTION NO. 2015-67

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD TO OBTAIN FINANCING FOR THE ACQUISITION AND INSTALLATION OF ENERGY-SAVING EQUIPMENT FROM PNC EQUIPMENT FINANCE, LLC

WHEREAS, the City Council of the City of Greenfield (the "Greenfield") is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which Greenfield may acquire and finance equipment and services to reduce energy use or to make for a more efficient use of energy; and

WHEREAS, pursuant to the Act, Greenfield proposes to enter into an agreement with OpTerra Energy Services (the "OES Contract") for the acquisition and installation of a mechanical retrofit and energy management project (the "Project") in the amount of \$4,120,377; and

WHEREAS, PNC Equipment Finance, LLC (the "Corporation") has offered to enter into a Lease with Option to Purchase with the City in order to provide fifteen year lease financing for the Project at an approximate 3.139% annual percentage rate (final rate adjusted according to Indexed Financing Rate as described in PNC Lease Purchase Proposal);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenfield as follows:

SECTION 1. The City Council hereby finds, determines and declares as follows:

(a) The anticipated cost to Greenfield for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the OES Contract, the Lease and the Project will be less than the anticipated marginal cost to Greenfield of energy that would have been consumed by Greenfield in the absence of the Project.

(b) Funds for the payment of amounts due under the Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by Greenfield in the absence of the Project.

SECTION 2. Lease with Option to Purchase. The City Manager is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation in order to finance the Project, subject to approval as to form by Greenfield's legal counsel.

SECTION 3. Escrow Fund Agreement. The City Manager is hereby authorized to enter into an Escrow Fund Agreement among Greenfield, the Corporation and a designated Trust Company for depositing, investing and disbursing the proceeds of the Lease.

SECTION 4. Attestations. The City Clerk is hereby authorized and directed to attest the signature of an Authorized Officer, and to affix and attest the seal of Greenfield, as may be required or appropriate in connection with the execution and delivery of the Lease and the Acquisition Fund Agreement.

SECTION 5. Other Actions. The City Manager is hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and

certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.

SECTION 6. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Greenfield, together with all subordinate entities of Greenfield, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 7. Effect. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted by the following vote of the City Council of the City of Greenfield, at a special regular meeting thereof duly called and held on November 10, 2015:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 4, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Jeri L. Corgill, MPP
Director of Administrative Services

SUBJECT: RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE PREPAYMENT OF AN OUTSTANDING 2006 LEASE AGREEMENT WITH WESTAMERICA BANK AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

BACKGROUND

The City entered into a lease agreement (the "2006 Lease Agreement") on January 1, 2006, with Municipal Finance Corporation, the proceeds of which were used for construction of the Civic Center. The original principal amount of the 2006 Lease Agreement was \$2,500,000, of which approximately \$1,617,452 is currently outstanding. The 2006 Lease Agreement accrues interest at an annual rate of 5.10%, with debt service payments through 12/30/2025, totaling \$200,862 annually.

DISCUSSION

Based on current market interest rates, the City can generate a total debt service savings of approximately \$188,247 by refunding (repaying) the 2006 Lease Agreement from the proceeds of a new lease agreement (the "2015 Lease Agreement"). The City recently received bids from interested lenders on the 2015 Lease Agreement, and the winning bidder (Municipal Finance Corporation, working with Westamerica Bank) has committed to an annual interest rate of 1.90%.

The new annual payments (commencing with the semi-annual payment due June 30, 2016) will be approximately \$182,570, resulting in annual savings to the City's General Fund of approximately \$18,292 per year for the next 10 years. The new lease agreement will not extend

the term of this debt, and it will still be paid in full on 12/30/2025.

Per the attached resolution, the Council is being asked to approve the repayment of the 2006 Lease Agreement, as well as the following documents:

Letter Agreement for Purchase and Rate Lock – This agreement locks the new interest rate, and obligates the City and Municipal Finance Corporation (the “Corporation”) to enter into a Site and Facility Lease and a Lease Agreement. Additionally, Westamerica Bank (the “Purchaser”) will purchase the Corporation’s right to the lease payments under the Lease Agreement.

Site and Facility Lease – Pursuant to the terms of the Site and Facility Lease, the City, as lessor, will lease certain existing real property and improvements (the Civic Center) to the Corporation, as lessee.

2015 Lease Agreement – Pursuant to the terms of the 2015 Lease Agreement, the Corporation will sublease the Civic Center back to the City, and the City will agree to make semi-annual sublease payments.

Termination Agreement – This agreement will terminate the 2006 Lease Agreement, and will release the lien on certain City properties including the old City Hall, the old Police Station, and the Corporation Yard.

The form of these documents is on file with the City Clerk.

FINANCIAL IMPACT

The semi-annual lease payments due on the 2015 Lease Agreement, are paid from the City’s General Fund. By refunding (repaying) the 2006 Lease Agreement, the total debt service savings to the City’s General Fund will be approximately \$188,247, without extending the original final term date from the 2006 Lease Agreement. All costs of issuance for preparation of the 2015 Lease Agreement and related documents will be paid from the proceeds of the 2015 Lease Agreement, and the total debt service savings of \$188,247 is net of these costs.

REVIEWED AND RECOMMENDED

Staff recommends approval of the 2015 Lease Agreement and related documents, for debt service savings.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION NO. 2015-68, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE PREPAYMENT OF AN OUTSTANDING 2006 LEASE AGREEMENT WITH WESTAMERICA BANK AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

ATTACHMENTS

Resolution 2015-68

Letter Agreement for Purchase and Rate Lock

Site and Facility Lease

2015 Lease Agreement

Termination Agreement

RESOLUTION NO. 2015-68

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF
CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE
PREPAYMENT OF AN OUTSTANDING 2006 LEASE AGREEMENT WITH
WESTAMERICA BANK AND AUTHORIZING AND DIRECTING CERTAIN
ACTIONS WITH RESPECT THERETO**

WHEREAS, the City, working with the Municipal Finance Corporation (the “Corporation”), has heretofore entered into a lease agreement (the “2006 Lease Agreement”) to finance the construction, acquisition and installation of certain capital improvement (consisting primarily of a new City Hall facility) and to prepay a loan with Westamerica Bank; and

WHEREAS, the unpaid principal component of the 2006 Lease Agreement is currently \$1,617,451.96; and

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to prepay the 2006 Lease Agreement and to implement a lease financing for such purpose; and

WHEREAS, it is in the public interest and for the public benefit that the City authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the City and the members of the Council, with the aid of its staff, have reviewed said documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenfield as follows:

SECTION 1. The Council hereby approves the prepayment of the 2006 Lease Agreement.

SECTION 2. A letter agreement for purchase and rate lock, by and among Westamerica Bank (the “Purchaser”) and the City, whereby the Purchaser agrees to acquire certain rights of the Corporation, including but not limited to the lease payments to be made by the City under the Lease Agreement and the rights of the Corporation under the Site and Facility Lease (hereinafter defined), in the form on file with the City Clerk, be and is hereby approved, the City Manager or the designee thereof (“Designated Officer”), is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official;

SECTION 3. The below-enumerated documents, in the forms on file with the City Clerk, be and are hereby approved, and any Designated Officer is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, and the City Clerk is hereby authorized and directed to attest to such official’s signature:

(a) A site and facility lease, by and between the City, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain existing real property and the improvements thereon (the "Property") to the Corporation;

(b) A lease agreement, by and between the Corporation, as sublessor, and the City, as sublessee (the "Lease Agreement"), pursuant to which the Corporation will sublease the Property back to the City and pursuant to which the City will agree to make semi-annual sublease payments (the "Lease Payments"), so long as the Lease Agreement does not extend beyond December 30, 2025, and so long as the present value savings to be realized by the execution of the Lease Agreement shall not be less than 5% as compared to the 2006 Lease Agreement; and

(c) A termination agreement, by and among the City, the Corporation and Westamerica Bank, relating to the termination of recorded documents relating to the 2006 Lease Agreement.

SECTION 4. The City Manager, the City Clerk, any deputy to the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to affect the purposes of this resolution and the financing herein authorized.

SECTION 5. This Resolution shall take effect upon its adoption by this Council.

The foregoing Resolution was adopted by the following vote of the City Council of the City of Greenfield, at a special regular meeting thereof duly called and held on November 10, 2015:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield

LETTER AGREEMENT FOR PURCHASE AND RATE LOCK

November 11, 2015

City of Greenfield
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Re: \$1,649,470 Lease Agreement, dated as of December 1, 2015, by and between the Municipal Finance Corporation and the City of Greenfield, assigned to Westamerica Bank

Ladies and Gentlemen:

The undersigned, Westamerica Bank (the "Purchaser"), offers, upon the terms hereof, to acquire (i) the rights, title and interest of Municipal Finance Corporation (the "Corporation") under the Lease Agreement (hereinafter defined), including its rights to receive Lease Payments to be made by the City of Greenfield (the "City") under the Lease Agreement, dated as of December 1, 2015 (the "Lease Agreement"), by and between the City and the Corporation; provided that the Corporation's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Corporation to the extent such rights accrue to the Corporation and shall have been assigned to the Purchaser, as assignee, by entering into an assignment agreement, dated as of December 1, 2015 (the "Assignment Agreement"), with the Corporation, and (ii) except for the Corporation's obligation under Section 4 thereof, the rights, title and interest of the Corporation under the Site and Facility Lease, dated as of December 1, 2015 (the "Site and Facility Lease"), by and between the City and the Corporation.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of Authority's Obligations.* The City and the Corporation agree to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the Corporation's rights, title and interest under the Lease Agreement, as described more specifically above and in the Assignment Agreement, at an aggregate purchase price of \$1,649,470.00. The Lease Payments under the Lease Agreement and the interest rates applicable thereto shall be as shown in Exhibit A hereto.

The City acknowledges that:

(a) The Purchaser is acting in this transaction solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor;

(b) The Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any placement agent engaged by the City) with respect to the structuring of the financing or the execution and delivery of the Lease Agreement;

(c) The Purchaser has no fiduciary duty pursuant to section 15B of the Securities Exchange Act of 1934, as amended, to the City with respect to the transactions relating to the structuring of the financing or the execution and delivery of the Lease Agreement and the discussions, undertakings, and procedures leading thereto;

(d) Each of the City and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Purchaser or its affiliates) to the extent that the City or its placement agent desires to, should, or needs to obtain such advice;

(e) The Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's placement agent, with respect to any such matters; and

(f) the transactions between the City and the Purchaser is an arm's length, commercial transaction in which the Purchaser is acting and has acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the City with respect to the transactions relating to the Lease Agreement.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the Corporation to pay the City an advance rental of \$1,649,470, pursuant to Section 4 of the Site and Facility Lease. The City shall use such advance rental payment received from the Corporation to (a) prepay the outstanding lease agreement, dated as of January 1, 2006, by and between Municipal Finance Corporation and the City (the "2006 Lease Agreement"), and (b) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the prepayment of the 2006 Lease Agreement.

3. *Disposition of Proceeds.*

(a) On the Closing Date (hereinafter defined), the Purchaser shall apply the sum of \$1,589,431.38 to the prepayment of the 2006 Lease Agreement.

(b) On the Closing Date, the Purchaser shall transfer, to the following payees, the following amounts in payment of the costs of the financing transaction, as follows:

(i) to Quint & Thimmig LLP, as bond counsel, \$15,000.00 (invoice with wire information to be provided prior to the Closing Date);

(ii) to Brandis Tallman LLC, as placement agent, \$15,000.00 (invoice with wire information to be provided prior to the Closing Date);

(iii) to Urban Futures, Incorporated, as a financial advisor, \$15,000.00 (invoice with wire information to be provided prior to the Closing Date);

(iv) to Municipal Finance Corporation, for documentation review and payment of the fee of the California Debt and Investment Advisory Commission, \$10,247.42 (invoice with wire information to be provided prior to the Closing Date);

(iv) to Stewart Title Guaranty Company, as title insurer, \$3,300.00 (invoice with wire information to be provided prior to the Closing Date); and

(v) to the City, \$1,491.20, to be applied to the City's costs of the transaction or applied to make the first Lease Payment. Wire instructions to be provided prior to the Closing Date.

4. *Closing*. At 8:00 a.m. California Time, on December 2, 2015, or at such other time or on such earlier or later date as the Purchaser and the City mutually agree upon (the "Closing Date"), the City will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the City and the Corporation, and the Assignment Agreement executed by the Corporation and the Purchaser, and the Purchaser will pay the purchase price for the Corporation's rights, title and interest in the Site and Facility Lease and the Lease Agreement as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the City*. The City represents and warrants to the Purchaser that:

(a) The City is a municipal corporation and general law city organized and existing under the Constitution and the laws of the State of California (the "State"), and has all necessary power and authority to enter into and perform its duties under this Agreement, the Escrow Agreement and the Site and Facility Lease and the Lease Agreement (collectively, the "County Documents").

(b) To the best knowledge of the City, neither the execution and delivery of the City Documents, or the execution of this Agreement, and compliance with the provisions on the City's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, materially conflicts with or constitutes a material breach of or default under nor materially contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(c) The City Documents have been duly authorized by the City, and, assuming due authorization, execution and delivery by the other parties thereto, will constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California.

(d) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory agency having jurisdiction over the City required for the execution and delivery of the City Documents or the consummation by the City of the other transactions contemplated by the City Documents.

(e) To the best knowledge of the City, there is, and on the Closing Date (as hereinafter defined) there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the City to restrain or enjoin the payments to be made pursuant to the Lease Agreement, or in any way contesting or affecting the validity of the City Documents or the authority of the City to approve this

Agreement, or enter into the City Documents or contesting the powers of the City to enter into or perform its obligations under any of the foregoing or in any way contesting the powers of the City in connection with any action contemplated by this Agreement or to restrain or enjoin the payment of Lease Payments, nor is there any basis for any such action, suit, proceeding or investigation.

(f) By official action of the City prior to or concurrently with the execution hereof, the City has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents and the consummation by it of all other transactions contemplated by this Agreement.

(g) The City is not in breach of or default under any material applicable law or administrative regulation of the State of California or the United States or any material applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject and in connection with which the City is obligated to make payments from its own funds, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument the consequence of which could be to materially and adversely affect the performance of the City under the City Documents.

(h) The City will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Purchaser and this Agreement.

(i) Any certificate of the City delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(j) As of the time of acceptance hereof and as of the Closing Date the City does not and will not have outstanding any indebtedness which is secured by a lien on the City's general fund except as disclosed to the Purchaser.

(k) The financial statements of, and other financial information regarding the City delivered to the Purchaser fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(l) Between the date of this Agreement and the date of Closing Date, the City will not, without the prior written consent of the Purchaser, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by a lien on the City's general fund.

(m) The City acknowledges that Purchaser will treat the acquisition of the Corporation's rights in the Lease Agreement as a loan.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the City of a certified copy of (i) the resolution of the City Council authorizing the execution and delivery by the City of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the City, and (ii) the resolution of the Council of Directors of the Corporation authorizing the execution and delivery by the Corporation of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Corporation;

(b) The delivery by the City of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) The execution and delivery by the City of an Internal Revenue Service Form 8038-G in a form acceptable to Special Counsel and the Purchaser;

(d) Delivery of a legal opinion addressed to the City, with a reliance letter to the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement by and against the City and the Corporation (as applicable), (ii) the tax-exempt status of the interest component of the Lease Payments, and (iii) such other matters as may be requested by the Purchaser in form and substance acceptable to the Purchaser;

(e) The delivery of a certificate dated the Closing Date and signed by the City Manager, or such other officer of the City as the City Council may approve, to the effect that:

(i) to the best knowledge of the City, there are no actions or proceedings against the City pending and notice of which has been served on the City or threatened that materially adversely affect the City's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the City contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the City acknowledges receipt from the Purchaser, on behalf of the Corporation, of the advance rental payment specified in Section 4 of the Site and Facility Lease;

(f) The delivery of a certificate dated the Closing Date and signed by the Executive Director, or such other officer of the Corporation as the Council of Directors of the Corporation may approve, to the effect that:

(i) to the best knowledge of the Corporation, there are no actions or proceedings against the Corporation pending and notice of which has been served on the Corporation or threatened that materially adversely affect the Corporation's ability to perform its obligations under the Site and Facility Lease, Lease Agreement and the Assignment Agreement, and

(ii) the representations and warranties of the Corporation contained in this Letter Agreement for Purchase and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(g) The delivery by the City of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(h) The execution and delivery by the City of a certificate as to arbitrage; and

(i) The delivery by the Purchaser of an investor letter in form and substance as attached hereto as Exhibit B.

(j) Such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* The Purchaser may terminate its obligation to purchase the Corporation's rights, title and interest under the Site and Facility Lease and the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations, in the reasonable opinion of the Purchaser;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended;

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the City or on the ability of the City or the Corporation to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement; or

(d) any of the representations or warranties of the City made in this Letter Agreement for Purchase are determined by the Purchaser to be untrue or materially inaccurate.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

WESTAMERICA BANK

By _____
David L. Hicks
Vice President

The foregoing is hereby agreed to and accepted as of the date first above written:

CITY OF GREENFIELD

By _____
Name _____
Title _____

EXHIBIT A
SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
6/30/16	\$ 77,000.00	\$ 18,107.52	\$ 95,107.52
12/30/16	80,000.00	14,938.47	94,938.47
6/30/17	73,452.68	14,178.47	87,631.15
12/30/17	78,175.48	13,480.66	91,656.14
6/30/18	78,175.48	12,738.00	90,913.48
12/30/18	79,667.90	11,995.33	91,663.23
6/30/19	79,667.90	11,238.49	90,906.39
12/30/19	81,188.81	10,481.64	91,670.45
6/30/20	81,188.82	9,710.35	90,899.17
12/30/20	82,738.76	8,939.05	91,677.81
6/30/21	82,738.76	8,153.03	90,891.79
12/30/21	84,318.30	7,367.02	91,685.32
6/30/22	84,318.31	6,565.99	90,884.30
12/30/22	85,928.00	5,764.97	91,692.97
6/30/23	85,928.00	4,948.65	90,876.65
12/30/23	87,568.43	4,132.34	91,700.77
6/30/24	87,568.42	3,300.44	90,868.86
12/30/24	89,240.16	2,468.54	91,708.70
6/30/25	89,240.16	1,620.76	90,860.92
12/30/25	81,365.63	772.97	82,138.60
	<u>\$1,649,470.00</u>	<u>\$170,902.69</u>	<u>\$1,820,372.69</u>

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 1.90% per annum.

EXHIBIT B

FORM OF PURCHASER'S LETTER

City of Greenfield
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Re: \$1,649,470 Lease Agreement, dated as of December 1, 2015, by and between the Municipal Finance Corporation and the City of Greenfield, assigned to Westamerica Bank

Ladies and Gentlemen:

The undersigned, Westamerica Bank (the "Purchaser"), has agreed to acquire (i) the rights, title and interest of the Municipal Finance Corporation (the "Corporation") under the Lease Agreement, dated as of December 1, 2015 (the "Lease Agreement"), by and between the City of Greenfield (the "City") and the Corporation, including its rights to receive lease payments to be made by the City under the Lease Agreement. In connection with such purchase, the Purchaser hereby agrees and certifies to the Corporation and the City that:

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Lease Agreement to be able to evaluate the risks represented by the purchase of the rights, title and interest of the Corporation under the Lease Agreement.

(b) The Purchaser is acquiring the rights, title and interest of the Corporation under the Lease Agreement for its own account and not with a view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the rights, title and interest of the Corporation under the Lease Agreement or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of such rights, title and interest under the Lease Agreement; *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the rights, title and interest under the Lease Agreement in accordance with the Lease Agreement. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the rights, title and interest of the Corporation under the Lease Agreement.

(c) The Purchaser has made its own credit inquiry and analysis with respect to the City and the Lease Agreement and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the City set forth in the Lease Agreement and in the information set forth in any materials submitted to the Purchaser by the City. The City has furnished to the Purchaser all the information which the Purchaser has requested of the City as a result of the Purchaser having attached significance thereto in making its decision to purchase the Corporation's assigned rights under the Lease Agreement pursuant to the Assignment Agreement, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City and the Lease Agreement. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the rights, title and interest of the Corporation under the Lease Agreement.

(d) The Purchaser understands that the Lease Agreement has not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Lease Agreement by it, and further acknowledges that any current exemption from registration of the Lease Agreement does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the rights, title and interest of the Corporation under the Lease Agreement and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the rights, title and interest of the Corporation under the Lease Agreement. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that rights, title and interest of the Corporation under the Lease Agreement are transferable with certain requirements, as described in the Lease Agreement.

(g) The Purchaser acknowledges that the Lease Agreement is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the City has not undertaken to provide any continuing disclosure with respect to the Lease Agreement but that the City has agreed to provide other ongoing information to the Purchaser.

(h) The Purchaser intends to treat the acquisition of the Corporation's rights in the Lease Agreement as a loan.

WESTAMERICA BANK

By _____
Name _____
Title _____

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of December 1, 2015

by and between the

CITY OF GREENFIELD, as Lessor

and the

MUNICIPAL FINANCE CORPORATION, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of December 1, 2015, is by and between the CITY OF GREENFIELD, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the MUNICIPAL FINANCE CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease those certain parcels of real property situated in Monterey County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to refund its outstanding City of Greenfield 2005 Certificates of Participation;

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated as of December 1, 2015, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the City, to Westamerica Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of December 1, 2015, by and between the Corporation and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the City Recorder of the City of Greenfield, State of California, and shall end on December 30, 2025, unless such term is extended or sooner terminated as hereinafter provided. If, on December 30, 2025, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than December 30, 2035. If, prior to October 1, 2025, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Property to the Corporation in consideration of the payment by the Corporation of an advance rental payment

of \$1,649,470. The City and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Property solely for the purpose of leasing the Property to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Property. The City covenants that it is the owner in fee of the Property.

Section 7. City Representations and Certifications to the Corporation and the Assignee. The City hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the City's knowledge, the Corporation is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the City's knowledge, the City knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Corporation or the City.

(c) The City has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The City acknowledges hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the City will standstill and allow the Corporation or the Assignee to pursue any and all remedies available to the Corporation or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Corporation through the term of this Site and Facility Lease and the Corporation has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the City will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the City will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The City acknowledges that this Site and Facility Lease cannot be terminated by the City for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the City in

accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the City and the Assignee. The City consents to the assignment of the Corporation's interest in this Site and Facility Lease to the Assignee. If the City is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 11. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the City contained in Section 7, the Corporation and/or the Assignee may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the City hereby releases each and every Councilmember, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No Councilmember, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Corporation's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the City in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The City and the Corporation hereby agree that the lease to the Corporation of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 24. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GREENFIELD

By _____
Name _____
Title _____

Attest:

Ann Rathbun
City Clerk

MUNICIPAL FINANCE CORPORATION

By _____
William A. Morton
President

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein below is situated in the City of Greenfield, County of Monterey, State of California, and is described as follows:

LOT 689, 690 AND 691, AS SAID LOTS ARE SHOWN ON "MAP OF CLARK CITY, MONTEREY COUNTY, CALIFORNIA, SURVEYS BY H.B. FISHER, SURVEYOR AND C.E. 1905", FILED FOR RECORD JULY 19, 1905, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 66.

APN: 024-012-019
024-012-020
024-012-21

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility, located on the Site at 599 El Camino Real in Greenfield, California, consists of the Greenfield Civic Center. Facility was completed in 2011, with a total square footage of 24,957. The Facility includes office space and conference/meeting rooms for all administrative functions of the City, a break area/kitchen, an inner lobby area for public service, a large outer lobby area with public restrooms, Police Department facilities, and the City Council Chambers.

LEASE AGREEMENT

Dated as of December 1, 2015

by and between the

MUNICIPAL FINANCE CORPORATION, as Sublessor

and the

CITY OF GREENFIELD, as Sublessee

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EXHIBIT A	DESCRIPTION OF THE SITE
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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), dated as of December 1, 2015, is by and between the MUNICIPAL FINANCE CORPORATION, a corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF GREENFIELD, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of December 1, 2015 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in Monterey County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to prepay the outstanding lease agreement, dated as of January 1, 2006, by and between the City and the Corporation (the "2006 Lease Agreement");

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City and its rights under the Site and Facility Lease, to Westamerica Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of December 1, 2015, by and between the Corporation and the Assignee; and

WHEREAS, the City and the Corporation have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$1,649,470 for the purpose of implementing the financing transactions described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"Additional Payments" means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"Assignee" means initially, Westamerica Bank, as assignee of all rights, title and interests of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned, including subsequent assignees of the Assignee.

"Assignment Agreement" means the Assignment Agreement, dated as of December 1, 2015, by and between the Corporation, as assignor, and the Assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Authority" means the Municipal Finance Corporation, a corporation, organized and existing under the laws of the State.

"Authority Representative" means the Chair, the Vice Chair, the Executive Director or the Treasurer or the designee of any such official, or any other person authorized by resolution of the Corporation delivered to the Assignee to act on behalf of the Corporation under or with respect to the Site and Facility Lease, the Lease Agreement and the Assignment Agreement.

"Council" means the City Council.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"City" means the City of Greenfield, a municipal corporation and general law city organized and existing under the laws of the State.

"City Representative" means the Mayor, the City Manager, the Administrative Services Director, or the designee of any such official, or any other person authorized by resolution delivered to the Corporation and the Assignee to act on behalf of the City under or with respect to the Site and Facility Lease and this Lease Agreement.

"Closing Date" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the County Recorder.

"Contract" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"County" means the Monterey County, a political subdivision organized and existing under the laws of the State.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease Agreement " means this Lease Agreement, dated as of December 1, 2015, between the Corporation and the City.

"Lease Payment Date" means June 30 and December 30 in each year, commencing June 30, 2016, and continuing to and including the date on which the Lease Payments are paid in full.

"Lease Payments" means all payments required to be paid by the City under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect (i) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the City to perform its obligations under this Lease Agreement.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Property for its intended purposes and for which the Assignee consents.

"Property" means, collectively, the Site and the Facility.

"Rental Period" means each period during the Term of the Lease commencing on and including December 2 in each year and extending to and including the next succeeding December 30. The first Rental Period begins on the Closing Date and ends on December 30, 2016.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of December 1, 2015, by and between the City, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

“Special Counsel” means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“State” means the State of California.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Term of this Lease Agreement” or *“Term”* means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

“2006 Lease Agreement” means that certain Lease Agreement, dated as of January 1, 2006, by and between the Corporation and the City.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The City is a political subdivision, organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the City executing the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the Council.

(c) *Valid, Binding and Enforceable Obligations*. the Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the City or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other

Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the City.

(g) *Sufficient Funds*. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults*. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title*. The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property*. During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(k) *Hazardous Substances*. The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(l) *Flooding Risk*. The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(m) *Value of Property*. The value of the Property (real property replacement cost) is not less than \$1,649,470.

(n) *Essential to City Operations*. The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

(o) *Financial Statements*. The statement of financial position of the City as of June 30, 2014, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the City at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the City.

(p) *No Material Adverse Change*. Since the most current date of the information, financial or otherwise, supplied by the City to the Assignee:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect.

(ii) The City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iii) The City has not (A) incurred any material indebtedness, other than the Lease Payments, and trade accounts payable arising in the ordinary course of the City's business and not past due, or (B) guaranteed the indebtedness of any other person.

(q) *Accuracy of Information.* All information, reports and other papers and data furnished by the City to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee's reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(r) *Facility.* The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including without limitation, the Americans with Disabilities Act, as amended).

(s) *No Condemnation.* The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any amounts are owed to the Assignee, that it will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if such Lease Payments are then subject to prepayment, or (ii) if such Lease Payments are not then subject to prepayment, the amount necessary to prepay the Lease Payments to the first available prepayment date.

(t) *Role of Assignee.* The City acknowledges that (i) Westamerica Bank, as the Assignee under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City or Brandis Tallman LLC, as placement agent (the "Placement Agent") with respect to the Lease Payments, and (3) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Placement Agent, if any, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Placement Agent, if any, with respect to any such matters.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence.* The Corporation is a corporation, duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution.* The representative of the Corporation executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the Council of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Corporation or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

(g) *Cooperation.* The Corporation shall cooperate fully with the Assignee at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease Agreement and shall cooperate fully with the City in contesting any lien filed or established against the Property, upon the request and at the expense of the City pursuant to Article V of this Lease Agreement.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, from the amounts paid by the Assignee, the Corporation shall cause (a) the amount of \$1,589,431.38 to be applied to the prepayment of the 2006 Lease Agreement. Such amounts shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment Agreement shall be applied to pay financing costs of the transaction in the amount of \$60,038.62.

Section 3.2. Termination of the 2006 Lease Agreement. As a result of the prepayment of the 2006 Lease Agreement, the 2006 Lease Agreement has been discharged and terminated in accordance with its terms. On the Closing Date, the City and the Corporation shall enter into an agreement terminating the 2006 Lease Agreement, and shall cause executed copies of said agreements to be recorded in the office of the County Recorder.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Corporation Back to the City.

(a) The Corporation hereby subleases the Property to the City, and the City hereby subleases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on December 30, 2025, or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on December 30, 2025, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however,* that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. Upon the occurrence of an Event of Taxability (as hereafter defined), the interest component of Lease Payments shall be at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the Assignee for federal income tax purposes and the City will pay such additional amount as will result in Assignee receiving the interest component at the Taxable Rate. For purposes of this Section 4.3(a), "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the Assignee due to the City's action or failure to take any action.

(b) *Additional Payments.* In addition to the Lease Payments set forth herein, the City agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Corporation therein or in this Lease Agreement; provided, however, the City may, at the

City's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Corporation shall notify the City that, in the opinion of Special Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes and assessments or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof;

(iii) any other reasonable fees, costs or expenses incurred by the Corporation in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the City shall not be responsible for any costs incurred by the Corporation associated with any assignment made by the Assignee; and

(iv) any amounts required to be paid as rebate to the United States pursuant to the Tax Certificate.

Amounts constituting Additional Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Corporation to the City stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment.* If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate Upon Lease Payment Default.* If the City fails to make any of the Lease Payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 5% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1, 6.3 and

9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) *Assignment Agreement.* The City understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment Agreement executed concurrently herewith, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Assignee, all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX. Lease Payments shall be paid to the Assignee pursuant to an invoice to be transmitted to the City by the Assignee not less than thirty (30) days prior to each Lease Payment Date.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Corporation will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer.

Section 4.6. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, which consent shall be at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Corporation and the Assignee, and cause to be recorded in the office of the County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the City shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The City shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested by the Assignee) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

(f) Payment of all reasonable fees and costs of the Assignee, including, but not limited to, fees of counsel to the Assignee, with respect to the providing any requested consent hereunder or any document related hereto.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available or in the event that following the condemnation of all or a portion of the Property the fair rental value of the Property remaining after such condemnation is less than the remaining Lease Payments due under this Lease Agreement, the City shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the City is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the City shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The City shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general liability insurance policy or policies in protection of the City, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least \$1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage, and

excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the City shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by Special Counsel, to be recorded in the office of the County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee' interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the City and the Assignee as insured parties and the Assignee as loss payees and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Corporation and the Assignee shall be added as an additional insureds. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

Section 5.9. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Corporation has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Assignee do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Assignee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the City fails to perform any of its obligations under this Article V, the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The City will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. City Consent to Assignment Agreement. The Corporation's rights under this Lease Agreement (excluding the right to receive notices, the right to reimbursement of costs and to indemnification), including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund with the Assignee designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.2, and all other costs related to such prepayments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair,

restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above and the City certifies to the Assignee that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the City shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction,

there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The City further agrees that the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors and assigns in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Corporation, the Assignee and their respective directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City or the City's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The City and the

Corporation each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Corporation. The Corporation's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee; provided that the Corporation's rights to indemnification and payment or reimbursement for any costs or expenses hereunder have been retained by the Corporation to the extent such rights accrue to the Corporation and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee. The City hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Corporation, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein,, provided that such assignment is, as certified by such assignee of the Assignee (which may be in the form of the investor letter referred to in this paragraph), to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, or (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and is in compliance with all applicable securities laws; provided further that but no such assignment will be effective as against the City unless and until the Assignee has filed with the City at least five (5) Business Days' prior written notice thereof and an executed copy of an investor's letter executed by such assignee of the Assignee and addressed to the City and the Corporation substantially in the form of the letter delivered by the Assignee on the Closing Date.

Section 7.5. Assignment and Subleasing by the City. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee' sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Corporation and the Assignee with a written opinion of Special Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.6 Amendment of Lease Agreement.

(a) *Substitution of Property.* The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other property (the "Substitute Property") for the Property, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) the City shall file with the Corporation and the Assignee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(ii) the City shall file with the Corporation and the Assignee an amended Exhibit A to this Lease Agreement which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(iii) the City shall file with the Corporation and the Assignee an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(iv) the City shall file with the Corporation and the Assignee an amended Exhibit B to this Lease Agreement which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(v) The City shall certify in writing to the Corporation and the Assignee that the Substitute Property serves the purposes of the City, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Corporation and the Assignee evidence (which may be insurance values or any other reasonable basis of valuation and need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the unpaid principal amount of this Lease Agreement;

(vii) The Substitute Property shall not cause the City to violate any of its covenants, representations and warranties made herein;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the substitute Site and deletes therefrom the description of the former Site; and

(ix) The City shall certify that the Substitute Property is essential to the City as was the former Property,

(c) *Generally.* The City and the Corporation may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Assignee, or (ii) without the consent of the Assignee, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the City and the Corporation may deem necessary or desirable, provided that, in the opinion of Special Counsel, such modifications or amendments will not materially adversely affect the interests of the Assignee; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Lease Agreement under the Code, in the opinion of Special Counsel.

Section 7.7. Tax Covenants.

(a) *Generally.* The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes and will deliver a tax certificate on the Closing Date.

(b) *Private Activity Bond Limitation.* The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) *Bank Qualification.* The City hereby designates this Lease for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2015.

Section 7.8. Financial Statements; Budgets; Other Information. Within two hundred seventy (270) days following the end of each Fiscal Year of the City during the Term of this Lease Agreement, the City will provide the Corporation and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Council pronouncements and applicable State law. Within thirty (30) days of the end of each fiscal year,

the City will provide the Assignee with a copy of its annual budget. The City hereby agrees to provide the Assignee with such other information as may be reasonably requested by the Assignee.

Section 7.9. Records and Accounts. The City covenants and agrees that it shall keep proper books of record and accounts of its operations in accordance with GASB, in which complete and correct entries shall be made of all transactions relating to the City. Said books and records shall at all reasonable times be subject to the inspection of the Assignee upon 72 hours' prior notice.

Section 7.10. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations, regulations or Applicable Laws now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board, commission or Governmental Authority having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City, including the City's right to exist and carry on business as a county, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 7.11. Notices. During the Term of this Lease Agreement, the City shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Lease Agreement, together with a detailed statement by a City Representative of the steps being taken by the City to cure the effect of such Event of Default.

(b) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) with reasonable promptness, such other information respecting the City, and the operations, affairs and financial condition of the City as the Assignee may from time to time reasonably request.

(d) Notices of filings with the Municipal Securities Regulatory Council's EMMA system, other than regular annual filings.

(e) Notice of an event that could cause a Material Adverse Effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$500,000.

(f) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the City.

(h) The City abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted

hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, if the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Monterey County for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Corporation for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the sum of Lease Payments plus costs and expenses incurred by the Corporation for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Corporation terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in

any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party (including the Assignee) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the City hereby consents.

Section 8.7. Judicial Reference.

(a) *Judicial Reference.* The Corporation and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease Agreement, the Site and Facility Lease, the Property or any document related thereto (including the Assignment Agreement), any dealings between the City and the Corporation related to the subject matter of this Lease Agreement, the Site and Facility Lease or any related transactions, and/or the relationship that is being established between the City and the Corporation (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Corporation or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of

decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Corporation and the City agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Corporation and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.7; (iv) either the Corporation or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Corporation and the City, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) *Selection of Referee; Powers.* The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Monterey County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.7.

(c) *Provisional Remedies and Self Help.* No provision of this Section 8.7 shall limit the right of either the Corporation or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Corporation or the City to the Reference pursuant to this Section 8.7(c).

(d) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Assignee or a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Special Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Assignee for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Corporation's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the Assignee or the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. The City may prepay the principal component of the Lease Payments in full or in part, on any Lease Payment Date on and after December 30, 2020, upon at least 30 days' notice to the Assignee, at a prepayment amount equal to 101% of the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the City on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Corporation hereby agree that such proceeds, to the extent remaining after payment of any

delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation:	Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: President Phone: (805) 267-7140 Fax: (805) 267-7142
If to the City:	City of Greenfield 599 El Camino Real Greenfield, CA 93927 Attention: Director of Administrative Services Telephone: (209) 223-6470
If to the Assignee:	Westamerica Bank 4550 Mangels Boulevard, A-1B Fairfield, CA 94534 Attention: Ester Emory Phone: (707) 863-6548

Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

Section 10.9. Subsequent Events. The Corporation and the City hereby agree that this Lease Agreement is an executory contract for the sale of real property under 11 U.S.C. section 365(i) and the City will be in possession of the Property under section 365(i)(1). In the event the Corporation or its successor files a voluntary bankruptcy or an involuntary petition for bankruptcy is filed against the Corporation or its successor, the Corporation and the City agree that the City will have the rights accorded under 11 U.S.C. section 365(i)(2) including, but not limited to, the right to remain in possession despite any rejection of this Lease Agreement by the Corporation or its successor as debtor in possession or by its trustee and, upon termination of this Lease Agreement under Section 4.2 hereof, the City shall be entitled to the delivery of title to the Property from the Corporation.

IN WITNESS WHEREOF, the Corporation and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

MUNICIPAL FINANCE CORPORATION

By _____
William A. Morton
President

CITY OF GREENFIELD

By _____
Name _____
Title _____

Attest:

Ann Rathbun
City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein below is situated in the City of Greenfield, County of Monterey, State of California, and is described as follows:

LOT 689, 690 AND 691, AS SAID LOTS ARE SHOWN ON "MAP OF CLARK CITY, MONTEREY COUNTY, CALIFORNIA, SURVEYS BY H.B. FISHER, SURVEYOR AND C.E. 1905", FILED FOR RECORD JULY 19, 1905, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 66.

APN: 024-012-019
024-012-020
024-012-21

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility, located on the Site at 599 El Camino Real in Greenfield, California, consists of the Greenfield Civic Center. Facility was completed in 2011, with a total square footage of 24,957. The Facility includes office space and conference/meeting rooms for all administrative functions of the City, a break area/kitchen, an inner lobby area for public service, a large outer lobby area with public restrooms, Police Department facilities, and the City Council Chambers.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
6/30/16	\$ 77,000.00	\$ 18,107.52	\$ 95,107.52
12/30/16	80,000.00	14,938.47	94,938.47
6/30/17	73,452.68	14,178.47	87,631.15
12/30/17	78,175.48	13,480.66	91,656.14
6/30/18	78,175.48	12,738.00	90,913.48
12/30/18	79,667.90	11,995.33	91,663.23
6/30/19	79,667.90	11,238.49	90,906.39
12/30/19	81,188.81	10,481.64	91,670.45
6/30/20	81,188.82	9,710.35	90,899.17
12/30/20	82,738.76	8,939.05	91,677.81
6/30/21	82,738.76	8,153.03	90,891.79
12/30/21	84,318.30	7,367.02	91,685.32
6/30/22	84,318.31	6,565.99	90,884.30
12/30/22	85,928.00	5,764.97	91,692.97
6/30/23	85,928.00	4,948.65	90,876.65
12/30/23	87,568.43	4,132.34	91,700.77
6/30/24	87,568.42	3,300.44	90,868.86
12/30/24	89,240.16	2,468.54	91,708.70
6/30/25	89,240.16	1,620.76	90,860.92
12/30/25	81,365.63	772.97	82,138.60
	<u>\$1,649,470.00</u>	<u>\$170,902.69</u>	<u>\$1,820,372.69</u>

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 1.90% per annum.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of December 1, 2015

by and among the

CITY OF GREENFIELD

the

MUNICIPAL FINANCE CORPORATION

and

WESTAMERICA BANK, as Assignee

Relating to the Prepayment of the
Lease Agreement, dated as of January 1, 2006,
by and between Municipal Finance Corporation and the
City of Greenfield, assigned to Westamerica Bank

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of December 1, 2015, and is by and among the CITY OF GREENFIELD (the "City"), the MUNICIPAL FINANCE CORPORATION (the "Corporation"), and WESTAMERICA BANK, as assignee (the "2006 Assignee").

WITNESSETH:

WHEREAS, the City and the Corporation have heretofore entered into a site lease, dated as of January 1, 2006 (the "2006 Site Lease"), and a lease agreement, dated as of January 1, 2006 (the "2006 Lease"), pursuant to which the Corporation and the City entered into a transaction for the lease financing of certain facilities (the "Facilities"), including the site thereof, more fully described in Exhibit A attached hereto (the "Site" and, with the Facilities, the "2006 Project"), and the City agreed to make certain lease payments (the "2006 Lease Payments") to the Corporation pursuant to the 2006 Lease;

WHEREAS, pursuant to an assignment of lease and site lease, dated as of January 1, 2006 (the "2006 Assignment"), by and between the Corporation and the 2006 Assignee, the Corporation assigned to the 2006 Assignee, among other things, its rights to receive 2006 Lease Payments from the City under the 2006 Lease and the right to exercise such rights and remedies conferred on the Corporation under the 2006 Lease to enforce payment of the 2006 Lease Payments;

WHEREAS, the 2006 Lease provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2006 Lease Payments, then all of the obligations of the City under the 2006 Lease and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 2006 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2006 Project shall be vested in the City without further action by the City or the Corporation;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2006 Lease Payments under the 2006 Lease and, as a result thereof, to provide for the prepayment of the 2006 Lease, and to that end, the City proposes to lease certain real property and improvements from the Corporation pursuant to that certain Lease Agreement, dated as of December 1, 2015 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to Westamerica Bank (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of December 1, 2015, and recorded concurrently herewith, by and between the Corporation and the Assignee, whereby the Assignee will make a payment of \$1,649,470 to or to the order of the City; and

WHEREAS, upon the prepayment of the 2006 Lease Payments, the 2006 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein;

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the prepayment of the 2006 Lease Payments, all obligations of the City under the 2006 Lease shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 2006 Project shall vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2006 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect (except for the provisions which, by their terms, survive but which do not affect real property):

(i) 2006 Site Lease, recorded on January 31, 2006, as Document No. 2006009206, Monterey County Records;

(ii) 2006 Lease, recorded on January 31, 2006, as Document No. 2006009207, Monterey County Records; and

(iii) 2006 Assignment, recorded on January 31, 2006, as Document No. 2006009208, Monterey County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 3. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

MUNICIPAL FINANCE CORPORATION

By _____
William A. Morton
President

CITY OF GREENFIELD

By _____
Name _____
Title _____

Attest:

Ann Rathbun
City Clerk

WESTAMERICA BANK, as 2006 Assignee

By _____
Name _____
Title _____

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein below is situated in the County of Monterey, State of California, and is described as follows:

PARCEL I (CORPORATION YARD):

Lot 205, as shown and delineated on the "Map of Clark Colony, Monterey County, California", filed in the Office of the County Recorder of Monterey County on July 19, 1905, in Map Book 1 of Cities and Towns, at Page 64 thereof.

APN: 109-181-016

PARCEL II (CORPORATION YARD):

Parcel 1 as said parcel is shown in Volume 5 of Parcel Maps at Page 108, filed for record in the Office of the County Recorder of the County of Monterey, State of California on December 27, 1973.

APN: 109-181-017

PARCEL III (POLICE STATION):

A portion of Lots 6, 7, and 8, as shown on the map entitled "Map of Clark City, Monterey County, Cal.", etc., filed July 19, 1905, in the Office of the County Recorder of the County of Monterey, State of California, and now on file in said Office in Map Book One, Cities and Towns, at Page 66, therein particularly described as follows:

- (1) Beginning at a quarter inch diameter copper plug set in the concrete sidewalk in the Southwesterly line of El Camino Real, as shown on the above mentioned map, and from which the most Northerly comer of said Lot 8 bears along the Southwesterly line of El Camino Real, N. 35' 27' W., 29.50 feet distant; thence along said line of El Camino Real, S. 35' 27' E., 32.0 feet to a quarter inch diameter copper plug set in the concrete sidewalk,
- (2) Thence leave said line of El Camino Real and running parallel with the Southeasterly line of Lot 7 and 1.5 feet Southeasterly therefrom, measured at right angles, S. 54' 35' W., 23.0 feet, at 4.58 feet intersect the most Easterly comer of the building occupied by the Monterey County Trust and Savings Bank, et al, from 4.58 feet to 23.0 feet following along the Southeasterly edge of said building, at 23.0 feet intersect a corner of said building,
- (3) Thence following along said building, N. 35' 27' W., 2.0 feet to another corner of said building,
- (4) Thence following along edge of said building, S. 54' 35' W., 112.0 feet,
- (5) At 31.4 feet intersect the most Southerly comer of said building, 112.0 feet to a three quarter inch iron pipe, top driven flush with the ground, and standing in the Northeasterly line of a 15 foot alley,
- (6) Thence along said alley line, N. 35' 27' W., 30.0 feet to a one inch diameter iron pipe, top driven flush with the ground,

(7) Thence leave said line of said alley and running parallel with the Southeasterly line of said Lot 8 and 0.5 feet Northwesterly therefrom, measured at right angles, N. 54° 35' E., 135.0 feet, at 80.3 feet intersect the most Westerly corner of the above mentioned building, from 80.3 to 130.5 feet following along the Northwesterly edge of said building to the most Northerly comer thereof, 135.0 feet to the place of beginning.

Courses all true.

Excepting therefrom all that portion of land lying within the limits of the California State Highway, as widened, being the Northeasterly 5.0 feet of the above described property, as said Northeasterly 5.0 feet is described in Deed from Enos De Carli, et ux, to State of California, dated March 17, 1937, recorded April 16, 1937, in Book 521, of Official Records, at Page 369, Monterey County Records.

APN: 024-033-007

PARCEL IV (POLICE STATION):

Being Lots 8 and 9, as shown on map entitled, "Map of Clark City, Monterey County, Cal., surveyed by H.B Fisher, Surveyor & C.E., 1905", filed for record July 19, 1905 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1, of Maps, "Cities and Towns", at Page 66.

Excepting therefrom all that portion of land lying within the limits of the California State Highway as widened, same being the Northeasterly 5.0 feet of the above described property, as said Northeasterly 5.0 feet is described in that certain conveyance from Enos De Carli, et ux, to State of California, by Deed dated March 17, 1937, recorded in Volume 521 of Official records, at Page 369, Records of Monterey County, California, and in the Deed from Enos De Carli, et ux, to State of California, dated March 12, 1937, recorded in Volume 519 of Official Records, at Page 210 therein; as recited in the Deed from Enos De Carli, et ux, to Ada E. Nelson, a single woman, dated March 3, 1939, recorded March 8, 1939 in Volume 610, Official Records of Monterey County, at Page 161.

Also excepting therefrom all that portion described in the Deed from Enos De Carli and Rona De Carli, his wife, to Monterey County Trust and Savings Bank, a Corporation, recorded March 20,1939, in Volume 611 of Official Records, Page 44.

APN: 027-033-005; 024-033-006

PARCEL V (EXISTING CITY HALL):

Lots Numbered 527 and the North 1/2 of Lot 528, as said Lots are shown on that certain Map entitled, "Map of Clark City", filed for record July 19, 1905 in the Office of the County Recorder of the County of Monterey, State of California in Volume 1 of Maps, "Cities and Towns", at Page 66.

EXCEPTING THEREFROM that certain real property described in the deed from H.J. Turner and Flora Turner, his wife, to the State of California, recorded October 31, 1939, in Volume 640, Page 175, Official Records of Monterey County.

APN: 024-103-001



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 5, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: **WORK FORCE BOARD PROPOSED LEASE**

BACKGROUND:

The Monterey County Workforce Development Board (WDB) serves as a vehicle to mobilize and integrate private and public partners to effectively educate, train and place individuals with the necessary resources and skills to fulfill employer needs. The Board offers a dynamic and comprehensive workforce investment system through our America's Job Center of California throughout Monterey County and currently has offices located in Salinas, Seaside and King City.

In order to enhance their service to South County they have expressed a desire to locate a satellite office in the Greenfield Civic Center and operate employment assistance to the community. Their program, the America's Job Center of California, embraces all segments of cities and communities, is proactive, customer oriented, user friendly and produces positive results for job seekers and employers. Their progressive America's Job Center of California connects job seekers to valuable services that include the use of our resource room and computers, job search skills workshops, information on training and education, referrals to partner agencies and community resources and labor market information on growth industries in Monterey County.

Employment and training services are provided to a diverse spectrum of residents through a unique combination of comprehensive and satellite America's Job Center of California as well as specialized programs provided by their 15 local partners and subcontractors. Three of their partners consist of the major stakeholders and investors of the America's Job Center of California. They include the Office for Employment Training (OET), Employment Development Department (EDD) and the Monterey County Department of Social Services (DSS) as well as California Work Opportunity and Responsibility to Kids (CalWORKs) Employment Services (CWES).

The mission of the Work Force Board is to

- Provide strategic planning, policy development, oversight and evaluation of the local workforce investment system;
- Provide leadership to support the best practices of the public and private sectors to create a demand driven, dynamic, efficient and effective Workforce Development Board;
- Develop innovative models that effectively acquire and leverage alternative funding sources to offer access to all services;
- Contribute to a healthy economy that is filled with jobs that are built with integrity and offer positive experiences by empowering the community members and businesses with the knowledge and skills to be successful.

FINANCIAL IMPACT:

The Work Force Board will staff their office with two persons but additional staff might increase depending on the demand for the service. The Work Force Board will lease a small office for \$4,200 per year and have access to City conference rooms and other common space for employment training and seminars throughout the year. The City will also provide space in the lobby for the installation of three computers for use by the general public for assisting in their job search. The City will provide general custodial services in support of the Work Force Board.

REVIEWED AND RECOMMENDED:

In partnership with the Mayor's Office, staff has been discussing this exciting opportunity with Executive Director Joyce Aldrich for the past year. The services afforded by the Work Force Board will not only assist Greenfield residents and South County citizens with employment services but assist the City in its own economic development efforts. Mayor Huerta, Community Service Director Steinmann and the City Manager recommend approval of the proposed lease.

CONSEQUENT ACTION:

Prior to opening up the office, there will be some minor building modifications to potentially install a separate entrance door into the lease space. The Work Force Board anticipates opening the center in January, 2016.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY THE PROPOSED LEASE WITH THE MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD.

LEASE

THIS LEASE is made between the CITY OF GREENFIELD, a municipal corporation of the State of California, hereinafter called "LANDLORD," and the County of Monterey (County Economic Development Department Workforce Development Board), hereinafter called "TENANT" as follows:

1. DESCRIPTION OF PREMISES

The LANDLORD hereby leases to TENANT, and TENANT hires from LANDLORD, on the terms and conditions hereinafter set forth, in a nonexclusive grant lease, those certain premises (Premises) situated in the City of Greenfield, and located at 599 El Camino Real, Greenfield, Monterey County, California 93927, consisting of one front counter cubicle, one enclosed office space, and sufficient open lobby space for three (3) public computers of approximately 220 usable square feet (the leased premises).

2. TERM

The term of this Lease shall begin on December 1, 2015 and will continue until October 31, 2016 unless terminated sooner as provided for hereinafter in Section 16. Upon completion of the initial lease term, the LANDLORD and TENANT may renew the lease for one additional two (2) year term. TENANT shall give LANDLORD advance written notice of its intent to renew ninety (90) days prior to expiration of initial lease term. Said advance notice time period of 90 days may be altered by mutual consent.

3. RENT

LANDLORD AND TENANT agree that the monthly rent for the term of this Lease shall be \$350.00.

4. USE/Facilities covered

The term "Active Use Areas" will be used for purposes of this Agreement to mean the designated space as shown in Exhibit B. Landlord shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by Lessee.

5. Permitted Uses of Active Use Areas

Tenant shall be entitled to use the leased premises described in paragraph 1 to provide Workforce Development Employment activities for program participants.

6. MAINTENANCE AND REPAIR

TENANT acknowledges that the leased premises and all improvements thereon are in good order and condition, and TENANT hereby covenants and agrees to keep the same in good order and condition during the term of this lease, and upon the expiration of this lease and any renewal term to surrender the leased premises and improvements to LANDLORD in as good condition as when received, except for loss or damage by fire or inevitable accident and except for reasonable use and wear. TENANT further agrees to perform all routine maintenance and repair resulting from occupancy at its own cost. (Exhibit B).

LANDLORD at its own cost shall be responsible for general building maintenance, including but not limited to maintenance of the structural portions of the building (foundations bearing and exterior walls, subflooring and roof), and plumbing, electrical, heating and air conditioning systems.

LANDLORD shall operate, and Tenant shall use, the leased premises in compliance with California's "No Smoking Law" (2003 Assembly Bill 846), which provides: LANDLORD shall ensure that the Premises and the non-exclusive areas of the building are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended.

7. IMPROVEMENTS AND ALTERATIONS

TENANT shall not commit, nor permit to be committed, any waste of, in or about the said premises, and shall not make, nor permit to be made, any alterations or improvements of the leased premises without first obtaining written consent from LANDLORD. All additions to and improvements of said premises, including locks, bolts and other fixtures, whether made by the TENANT or any other person, save and except movable furniture, fixtures and equipment installed by the TENANT upon the said premises and which can be removed therefrom without injury to the said premises, immediately when made shall become and be the property of the LANDLORD and shall not be removed from or changed in the said premises without first obtaining the written consent of LANDLORD.

TENANT may place such signs and advertisements upon the Premises as TENANT may desire, subject to approval by the LANDLORD, which consent shall not be unreasonably withheld, provided however, that at the expiration of the term hereof or any renewal or extension of this Lease, TENANT will remove said signs and will restore the Premises to their original conditions.

8. UTILITIES

TENANT share of the utilities and janitorial services shall be considered part of the monthly lease. LANDLORD shall be responsible for establishing and maintaining natural gas and phone service, and computer internet access to the Premises.

LANDLORD shall provide water, sewer, and garbage collection services at no cost to TENANT.

9. JANITORIAL SERVICE

LANDLORD agrees to provide janitorial services for the Premises, including vacuuming, emptying waste, and dusting to the extent of TENANT's use, all at TENANT's cost.

10. DESTRUCTION OF PREMISES

If, during the term of this Lease, the premises or the building and other improvements in which the leased premises are located are totally or partially destroyed from any cause, rendering the leased premises totally or partially inaccessible or unusable, LANDLORD shall restore the leased premises or the building and other improvements in which the leased premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made and completed within 30 (thirty) working days after the date of destruction. Such destruction shall not terminate this Lease. However, TENANT shall be entitled to forgo payment of rent based on the time period during which the destruction precludes or interferes with TENANT's use of the premises.

11. MUTUAL INDEMNIFICATION AND INSURANCE

1. INDEMNITY

- A. LANDLORD hereby agrees to indemnify, defend, and save harmless TENANT and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by LANDLORD or LANDLORD's officers, agents, and employees in connection with the performance of this Agreement.
- B. TENANT hereby agrees to indemnify, defend, and save harmless LANDLORD and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by TENANT or TENANT's officers, agents, and employees in connection with the performance of this Agreement.

These mutual obligations of indemnification shall survive the termination or expiration of this Lease and shall extend, instead, for the period of time equal to the statute of limitations applicable to any claims arising out of this Lease.

2. INSURANCE

- A. Without limiting LANDLORD's or TENANT's duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:
 - 1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and
 - 2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and
 - 3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect

for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the LANDLORD and TENANT shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the parties, LANDLORD AND TENANT shall file certificates of insurance or self-insurance with the appropriate official showing that all parties have in effect the insurance required by this Agreement. The parties shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

12. LIENS

TENANT agrees to keep said premises free from liens of every character, and in the event that any liens for labor or materials should arise during the term hereof on account of any act or omission by TENANT arising from TENANT use of the leased premises, TENANT agrees to discharge and pay the same.

13. COMPLIANCE WITH LAWS

TENANT shall not do, or permit to be done, or keep, or permit to be kept, in or about the said premises, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority, or of any rule or regulation of the, relating to the said premises, or which shall increase, or tend to increase, the existing rates of insurance of the said premises.

14. TERMINATION

This Lease may be terminated by either party as of the last day of any calendar month by giving sixty (60) days prior written notice thereof to the other party. Termination of this lease shall not terminate either party's obligation to defend, indemnify and hold harmless the other, as provided in this Lease, nor shall terminate either party's obligation to maintain sufficient insurance, as provided in this Lease.

15. DEFAULT

The occurrence of any of the following, to the extent of TENANT use, shall constitute a default by TENANT:

1. Failure to pay share of utilities when due, if failure continues for 10 days after notice has been given to TENANT.
2. Abandonment and vacation of premises for 30 days.
3. Failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after notice has been given to TENANT. If the default cannot be reasonably cured

within 30 days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the 30 day period and diligently and in good faith continues to cure the default.

Upon default, LANDLORD shall have the right to terminate this Lease and take possession of the premises. Said remedy is not exclusive, and is cumulative in addition to my other remedy now or later allowed by law.

The occurrence of any of the following shall constitute default by the LANDLORD:

Default: LANDLORD shall not be in default unless LANDLORD fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying wherein LANDLORD has failed to perform such obligations. If the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. TENANT'S obligation to provide written notice to LANDLORD of a default by LANDLORD is limited to those instances where knowledge of LANDLORD'S default is within the actual knowledge of TENANT.

Remedies: If LANDLORD fails to cure a prospective default within the time periods outlined above, TENANT shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should TENANT elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LANDLORD to TENANT within thirty (30) days of receipt of TENANT'S invoice for said costs. However, upon LANDLORD'S failure to so reimburse, at TENANT'S option, said costs shall be held from rent due hereunder. If LANDLORD'S default hereunder prevents TENANT'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

16. ASSIGNMENT AND SUBLETTING

TENANT may not assign this Lease, or any interest herein, or underlet the said premises, or any part thereof, without the prior written consent of the LANDLORD subject to those uses else ware stated in this agreement.

17. COORDINATION

The parties to this Lease agree that, unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this agreement: For LANDLORD - City Manager; For TENANT – Workforce Development Board Executive Director.

18. INSPECTION

LANDLORD shall have the right to enter said premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

19. NOTICE

Any notice required to be given under this Agreement is sufficient if personally served or deposited in the United States mail, First Class postage fully prepaid, and addressed as follows:

Any written notice to TENANT:

County of Monterey Economic Development
Workforce Development Board
Attn: Joyce Aldrich, Executive Director
730 La Guardia Street, 2nd Floor
Salinas, CA 93905

Any written notice to City:

City Manager
City of Greenfield
P.O Box 127
Greenfield, CA 93927

20. NONDISCRIMINATION

The TENANT herein covenants by and for itself, administrators and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry or sexual preference in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the TENANT itself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of TENANTS, subTENANTS or vendees on the land herein leased.

21. SUCCESSORS AND ASSIGNS

Subject to the restriction on assignment hereinabove written, this Lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall ensure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

22. QUIET POSSESSION

As long as TENANT keeps and performs the covenants in this Lease, TENANT shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LANDLORD or any person claiming under LANDLORD. LANDLORD, to the best of LANDLORD'S ability, shall also be responsible for ensuring that all other TENANTS in the building or complex do not interfere with the quiet enjoyment of the TENANT.

23. MODIFICATION

This Lease contains the full agreement of the parties and may not be amended or modified except by written agreement.

24. GOVERNING LAW

This Lease shall be governed by and interpreted under the laws of the State of California. Any lawsuit arising from this Lease shall be venued in the Superior Court of California, Monterey County.

This LEASE contains

- Exhibit A – Employment/Case management Services
- Exhibit B – Description of Premises
- Exhibit C – Statement of Seismic Adequacy
- Exhibit D – Summary of Services and Utilities
- Exhibit E – Summary of Repair and Maintenance Responsibilities

25. SIGNATURES

IN WITNESS WHEREOF, the said parties have hereunto set their hands this ____ day of _____, 2015.

LANDLORD

CITY OF GREENFIELD, a municipal corporation

Susan A. Stanton, ICMA-CM
City Manager

TENANT

County of Monterey, Economic Development
Department

By: _____
Michael R., Derr, Contracts/Purchasing Director

EXHIBIT A

Employment/Case Management Services In the City of Greenfield

Services Provided by TENANT:

America's Job Center satellite employment services will be provided to County residents residing in the City of Greenfield, City of Gonzales, City of Soledad and King City at least twenty-four (24) hours weekly, averaged monthly, within the City of Greenfield, at City Hall. The services will be offered to Youth and Adults. The Premises shall be used as part of this service delivery system.

LANDLORD understands there may be a startup period for TENANT. Services may not meet the times referenced above at the start of this LEASE. The parties agree that the expected startup period will last no longer than 3 months. By January 15, 2016, the parties agree that there should be at least twenty-four (24) hours of weekly services, averaged monthly, provided within the City of Greenfield at City Hall.

Other LANDLORD Uses:

TENANT shall have priority, exclusive use for up to four (4) days per week of the specified county cubicle and the office, as set forth in Exhibit B.

LANDLORD may allow other programs to use the leased premises when not used by TENANT.

EXHIBIT B

DESCRIPTION OF PREMISES AND PARKING

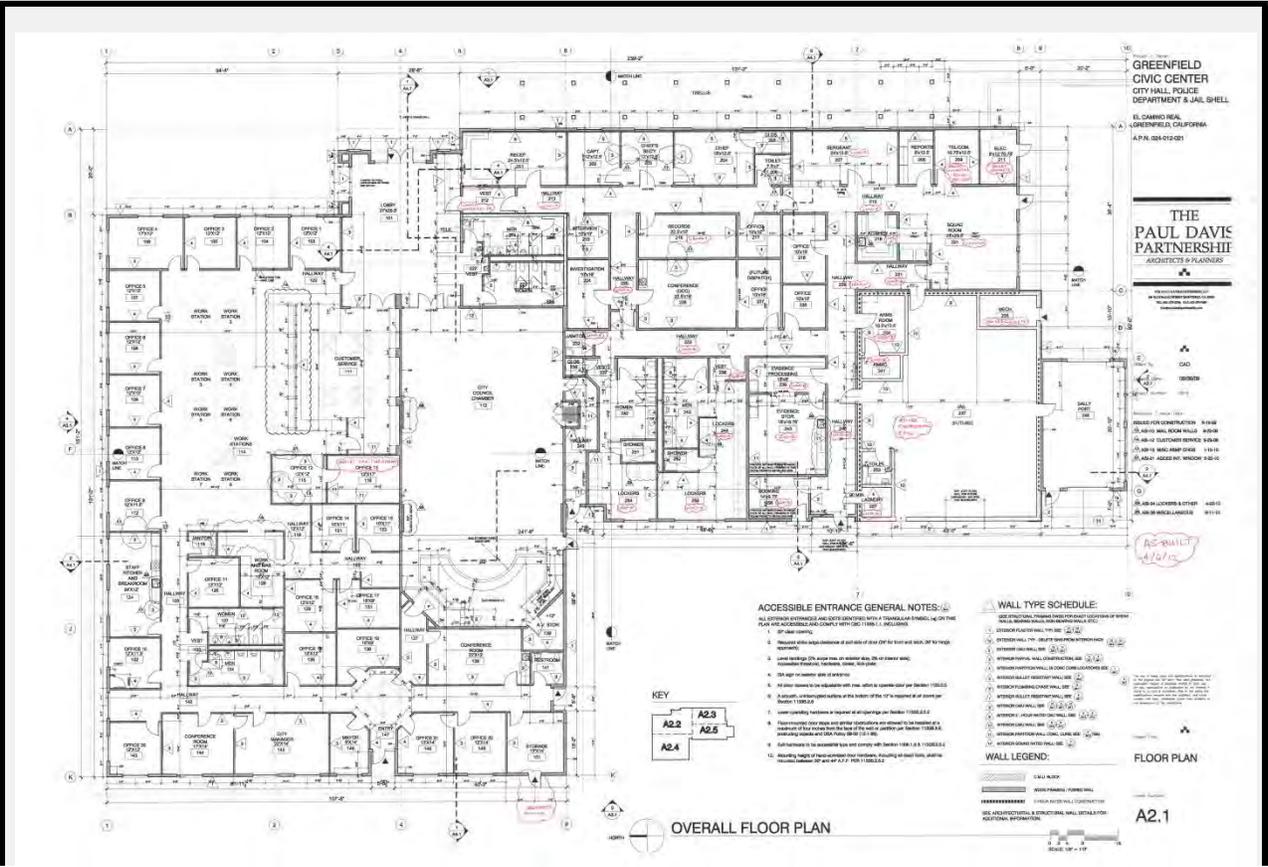


EXHIBIT C

STATEMENT OF SEISMIC ADEQUACY

If the Premises are contained in a building constructed after 1973, or a building which has undergone major structural renovation after 1973, the LANDLORD shall obtain and provide to TENANT from its design engineer a warranty, which contains the following language:

Construction/renovation of the Building containing the leased premises occurred before 1970. Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Provide adequate paper supplies, dispensers, and waste and recycling containers for the leased premises			X
Provide adequate custodial service for the interior of the Premises		X	
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in Article 1.2 (including steam cleaning or pressure washing sidewalks)	X		
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in		X	
Professionally clean existing drapes, blinds, and window shades		X	
Professionally clean interior windows		X	
Professionally clean exterior windows		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for the exterior of the Premises		X	
Provide adequate landscape maintenance (including tree pruning and removal, landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping, striping, repair, maintenance and signage	X		
Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards	X		
Provide adequate fire alarm systems monitoring per NFPA standards	X		
Provide adequate fire extinguishers and respective certification		X	
Provide adequate intrusion/security alarm systems monitoring		X	
Provide adequate patrolled security guard service	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of backup generator for emergency exit signs of building	X		
Provide adequate gas utility service		X	
Provide adequate electric utility service according to terms of Article 7		X	
Provide adequate water utility service		X	
Provide adequate telephone and data service (including connection charges)		X	

EXHIBIT E

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Common Areas		X	
Foundations, Floor Slabs and Sub-Floors		X	
Elevators and/or Dumb Waiters (including annual State certification)	X		
Exterior and Bearing Walls (including wood destroying pest infestation)		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots (including adequate lighting)		X	
Ceilings (including damage due to roof leaks)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)		X	
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including defective plumbing, tree roots, acts of nature or which are declared to have been the cause by plumber or other person called to clear stoppage)		X	
Plumbing Stoppage and Fixtures (including clearing sewer drains of all stoppages, routing maintenance and replacement of fixtures that do not penetrate the structure.		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X	
Interior Walls		X	
Interior Wall Surfaces		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring		X	
Base and/or Moldings		X	
Appliances (excluding common area)		X	
Communication Systems (data/telephone cabling, connections and equipment)		X	



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: November 4, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **ORDINANCE ADDING CHAPTER 15.28 TO THE CITY OF GREENFIELD MUNICIPAL CODE ESTABLISHING AN EXPEDITED PERMITTING PROCEDURE FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

BACKGROUND AND ANALYSIS

The California Government Code, section 65850.5, provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. This section further provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of section 65850.5 of the Government Code, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems consistent with the intent and requirements of the Government Code. The City of Greenfield has not yet adopted such a conforming ordinance.

California Government Code § 36934 states that municipal ordinances shall not be passed within five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting of the local legislative body. The action now before the City Council is for introduction of the proposed ordinance and holding of the required public hearing. Final action on adoption of the proposed ordinance will be at the next regularly scheduled City Council meeting.

The proposed ordinance includes the following key provisions:

1. A building permit is required for all solar energy system installations.
2. Application for a solar building permit can be made electronically.

3. It is the responsibility of the applicant to verify the adequacy of the building's structural and electrical systems to support the rooftop solar system.
4. The City will develop a checklist of all requirements with which small rooftop solar energy systems must comply to be eligible for expedited review (*see* Attachment 1). The City's building official will be responsible for developing and adopting such a checklist.
5. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official will approve the application and issue a building permit.
6. A building permit will not be issued, however, if the building official determines that the proposed rooftop solar energy system will have a specific, adverse impact upon the public health and safety.
7. The decision of the building official to deny a building permit for public health and safety reasons may be appealed by the applicant to the planning commission.
8. For a small residential rooftop solar energy system eligible for expedited review, only one inspection by the building official will be required. A separate inspection by the fire marshal may be required.

RECOMMENDATION

Adopting the proposed small residential rooftop solar system permitting ordinance is required by section 65850.5 of the California Government Code. To ensure compliance with the requirements of the California Government Code, it is recommended the City Council adopt the proposed ordinance. The proposed ordinance is consistent with the intent and requirements of the Government Code and does not impose requirements, regulations, processes, or procedures not expressly allowed or authorized. A duly noticed public hearing on the proposed ordinance will be held at the next regular City Council meeting. At the conclusion of that public hearing, the proposed ordinance will be given a second reading and the City Council will be requested to adopt the ordinance at that meeting.

BUDGET AND FINANCIAL IMPACT

Adoption of the proposed ordinance will have no impact on the City's general fund. Adopting this ordinance will have no impact on either City expenditures or revenues.

PROPOSED MOTION

I MOVE TO READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD ADDING CHAPTER 15.28 TO THE CITY OF GREENFIELD MUNICIPAL CODE ESTABLISHING AN EXPEDITED PERMITTING PROCEDURE FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GREENFIELD ADDING CHAPTER 15.28 TO THE CITY OF
GREENFIELD MUNICIPAL CODE ESTABLISHING AN EXPEDITED
PERMITTING PROCEDURE FOR SMALL RESIDENTIAL ROOFTOP
SOLAR SYSTEMS**

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review;

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

SECTION 1. Ordinance: Chapter 15.28 is added to the Greenfield Municipal Code to read as follows:

Chapter 15.28 Small Residential Rooftop Solar Energy System Review Process

Sections:

- 15.28.010 Purpose and Intent
- 15.28.020 Definitions
- 15.28.030 Solar Energy System Permit

15.28.010 Purpose and Intent

A. The California Legislature has declared that implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is a matter of statewide concern. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy

systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the intent of the Legislature that local agencies comply not only with the language of Section 65850.5 of the California Government Code, but also encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

B. It is the intent of the Legislature that local agencies shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the local agency's building official's review of whether it meets all health and safety requirements of local, state, and federal law. The Legislature has further declared that requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety.

15.28.020 Definitions

A. The following words and phrases as used in this section are defined as follows:

1. "Electronic submittal" means the utilization of one or more of the following:
 - a. E-mail,
 - b. The internet, or
 - c. Facsimile.
2. "Small residential rooftop solar energy system" means all of the following:
 - a. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
 - b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time;
 - c. A solar energy system that is installed on a single or duplex family dwelling; and
 - d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

3. “Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

15.28.030 Solar Energy System Permit

A. A building permit is required for all solar energy system installations.

B. Section 65850.5 of the California Government Code provides that in developing an expedited solar energy system permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official shall develop and adopt such checklist.

C. The checklist shall be published on the city’s internet website. The applicant for a small rooftop solar energy system may submit the permit application and associated documentation to the city’s building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications, and other documentation may be used in lieu of a wet signature.

D. Prior to submitting an application for a building permit, the applicant shall:

1. At the applicant’s cost, verify to the applicant’s reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant’s cost, verify to the applicant’s reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system’s current use, to carry all new photovoltaic electrical loads.

E. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

F. Subject to paragraph G immediately following, upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider’s electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

G. The building official shall not approve the application and shall not issue a building permit if the building official makes a finding, based on substantial evidence, that the solar energy system will have a specific, adverse impact upon the public health and safety. The decision of the building official to deny a building permit pursuant to this paragraph may be appealed by the applicant to the planning commission in accordance with the provisions of section 17.14.060 of this code.

H. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief, except that a separate fire inspection may be performed if the city and the local fire authority do not have an agreement in place authorizing the building official to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this paragraph.

SECTION 2. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Greenfield declares that it would have passed this ordinance and each section, subsection, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 3. EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days from and after its passage and adoption by the City Council of the City of Greenfield.

INTRODUCED at a regular meeting of the City Council of the City of Greenfield held on the 10th day of November, 2015.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regular meeting of the City Council held on the ____ day of _____, 2015, by the following vote:

AYES, and all in favor, thereof, Councilmembers:

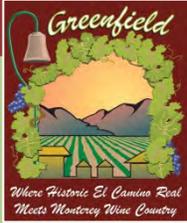
NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk



City of Greenfield

Eligibility Checklist for Expedited Solar Photovoltaic Permitting for One- and Two-Family Dwellings

GENERAL REQUIREMENTS

- A. System size is 10 kW AC CEC rating or less Y N
- B. The solar array is roof-mounted on one- or two-family dwelling or accessory structure Y N
- C. The solar panel/module arrays will not exceed the maximum legal building height Y N
- D. Solar system is utility interactive and without battery storage Y N
- E. Permit application is completed and attached Y N

ELECTRICAL REQUIREMENTS

- A. No more than four photovoltaic module strings are connected to each Maximum Power Point Tracking (MPPT) input where source circuit fusing is included in the inverter Y N
 - 1) No more than two strings per MPPT input where source circuit fusing is not included Y N
 - 2) Fuses (if needed) are rated to the series fuse rating of the PV module Y N
 - 3) No more than one noninverter-integrated DC combiner is utilized per inverter Y N
- B. For central inverter systems: No more than two inverters are utilized Y N
- C. The PV system is interconnected to a single-phase AC service panel of nominal 120/220 Vac with a bus bar rating of 225 A or less Y N
- D. The PV system is connected to the load side of the utility distribution equipment Y N
- E. A Solar PV Standard Plan and supporting documentation is completed and attached Y N

STRUCTURAL REQUIREMENTS

- A. A completed Structural Criteria and supporting documentation is attached (if required) Y N

FIRE SAFETY REQUIREMENTS

- A. Clear access pathways provided Y N
- B. Fire classification solar system is provided Y N
- C. All required markings and labels are provided Y N
- D. A diagram of the roof layout of all panels, modules, clear access pathways and approximate locations of electrical disconnecting means and roof access points is completed and attached Y N

Notes:

1. These criteria are intended for expedited solar permitting process.
2. If any items are checked NO, revise design to fit within Eligibility Checklist, otherwise permit application may go through standard process.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 5, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: **REVENUE SUFFICIENCY AND FINANCIAL PLANNING**

BACKGROUND:

As discussed during the adoption of the FY 2016 budget, the City needs to comprehensively evaluate the revenue sufficiency of the Water and Sewer Fund and develop a long term financial plan to address the anticipated capital improvement that will be recommended at the conclusion of the Master Planning process.

Revenue sufficiency and financial planning is very specialized work and needs to be done by a qualified consultant with the experience to assist the City establish appropriate utility rates for both the Water and Sewer Fund. Burton & Associates has been the industry leader in providing independent and objective financial management services to local governments throughout the country culminating in over 1,000 separate analyses. They provide the most comprehensive and efficient approach to the development of multi-year financial management plans, cost allocations, rate structures, benchmarking, and financial feasibility analyses necessary to ensure the long-term sustainability of local government services.

The Revenue Sufficiency and Financial Planning module Burton & Associates will be using include a five and ten year revenue sufficiency analysis that will be used to develop a long term financial business plan for both the Water and Sewer Funds. This module will allow the City to examine historical operating expenses, growth and consumption trends, alternative capital improvement spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies/goals that affect the future revenue requirements of the Utility Fund.

Scenarios can be developed and evaluated regarding alternative growth rates, cost escalation factors for operations and maintenance costs and capital costs, changes in usage patterns, elasticity of demand in response to any increases in costs throughout the long term planning period, and other appropriate variables that would affect the financial performance of the Water and Sewer Utility Fund. The financial planning module provides a valuable capital planning tool which the City will use to review the each Fund’s capital improvement program, and to evaluate the impacts of alternative projects, costs, timing and funding sources. For all scenarios reviewed, the financial planning module will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary. Burton and Associates will examine the use of debt financing for capital improvements and assess the impact of current levels of debt financing, as well as building a financing scenario to support the financial goals of our clients.

Burton & Associates will also include a cost allocation and rate design module in which total revenue requirements are functionalized and distributed to customer classes, and cost recovery mechanisms (such as rates, fees, charges, assessments, and taxes) can be developed based upon specific criteria. Each fund’s cost of service and revenue requirements are functionalized to defined segments, which are then allocated to customer classes based upon the characteristics or units of service of each respective class of customer.

At the conclusion this analysis Burton & Associates will identify the most appropriate industry-accepted cost of service allocation methodologies and rate structures based upon available data, legal requirements, system configuration, service agreements, resources, customer base, demand and usage characteristics, local practice, and public policy objectives. They will then customize the cost allocation module to employ the identified methodologies and concepts best suited for each system. At that time, they will also evaluate the various customer classes and recommend any changes, which may include adding a customer class or combining existing customer classes, based upon the results of the cost of service allocation analysis

BUDGET AND FINANCIAL IMPACT:

Burton & Associates has provided a detailed scope of work to perform this analysis (Attachment #1) which will culminate in the adoption of new system utility rates for both the Water and Sewer Funds. The cost for conducting both studies is \$54,465 which will be allocated equally between both the Water and Sewer Funds. The cost and hours for each task is shown below:

FY 2016 WATER AND SEWER REVENUE SUFFICIENCY ANALYSIS

WORK PLAN & COST ESTIMATEESTIMATED

Task Description	Hours	Cost
Initiate the Study and Review Background Information and MaterialProject	25	4,870
Conduct the Revenue Sufficiency Analysis	130	24,735
Present results to City Manager and Council	16	3,475
Document the Results in a Final Report.	36	6,700
	77	14,685
Total Project Fee		54,465

REVIEWED AND RECOMMENDED:

Administrative Service Director Jerri Corgill and the City Manager recommend approval of this contract with Burton & Associates.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY ENGAGING BURTON & ASSOCIATES TO CONDUCT A WATER AND WASTEWATER REVENUE SUFFICIENCY ANALYSIS IN ACCORDANCE WITH THE DESIGNATED PROJECT WORK PLAN FOR A FIXED FEE OF \$54,465.

each calendar month up to a maximum of the agreed upon fixed fee contract amount in Section 4 - Compensation.

7. **INVOICE PROCEDURE:** BURTON & ASSOCIATES, INC. shall submit monthly invoices to CLIENT requesting payment for work accomplished during each calendar month. Payment of invoices will be made by CLIENT within 30 days of receipt of invoice. Invoices for fixed fee contracts will represent percentage work completed during each calendar month.
8. **INSURANCE:** BURTON & ASSOCIATES, INC. shall procure and maintain throughout the term of this Agreement the following insurance with the limits set forth herein, and shall, upon executing this Agreement, provide to CLIENT a certificate(s) of insurance evidencing same, and showing CLIENT as an additional insured:
 - A. Worker's Compensation Insurance as required by law.
 - B. Unless otherwise provided for herein, Comprehensive General Liability Insurance including contractual liability and liability arising out of the use of automobiles with the following limits:
 - (1) Bodily Injury Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (2) Property Damage Liability Insurance with a limit of \$50,000 per occurrence.
 - C. Unless otherwise provided for herein, Errors and Omissions Liability Insurance with a limit of \$3,000,000 per claim and aggregate.
9. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, CLIENT shall pay BURTON & ASSOCIATES, INC. compensation for work satisfactorily completed up to date of termination. CLIENT may terminate this agreement for convenience, or suspend the work called for herein for any business reason. In the event of such termination or suspension, CLIENT shall pay BURTON & ASSOCIATES, INC. for the work accomplished up to the date of termination or suspension.
10. **ADDITIONAL SERVICES:** Additional services may be performed under this Agreement if agreed to by both parties in writing.
11. **ENTIRETY OF AGREEMENT:** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing, signed by both parties hereto.

ADDENDUM
ATTACHMENT A – Scope of Services

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below.

For CLIENT:

Signed:

Name: _____

Title: _____

Date: _____

For BURTON & ASSOCIATES, INC.:

Signed:

Name: Michael E. Burton

Title: President

Date: November 4, 2015

ATTACHMENT A – SCOPE OF SERVICES

Scope of Services:

The City has separate water and sewer funds and is in the process of developing separate master plans for each fund. Therefore, the approach to this study will be to model the water and sewer funds in separate financial sustainability models linked to the respective capital improvement programs for each fund derived from the master plans being developed for each fund. This approach will result in comprehensive ten (10) year water and sewer Financial Master Plans that will be integrated with the engineering master plans being developed. These Financial Master Plans will provide the framework for evaluating alternative capital plans, financial management policies, debt versus cash funding of capital projects, debt coverage, and a number of other financial performance indicators, and for annual updates to ensure short and long term financial sustainability.

The Study will include interactive work sessions with City staff with the interactive models up a running with the results projected graphically on the “Control Panel” of the model on a large viewing screen. During these interactive work sessions numerous “what-if” scenarios can be evaluated including alternative capital funding plans, alternative rate adjustments, alternative minimum reserve policies and other parameters that are identified during the Study as being relevant to the City’s decision process, with the results displayed instantaneously in graphical side-by-side scenario comparisons. In this way we can work toward solutions during these work sessions in a fraction of the time required in the traditional back and forth method.

Notice to Proceed:

Approval of this Agreement serves as Notice to Proceed with the project.

November 4, 2015

Ms. Susan A. Stanton, ICMA-CM
City Manager
City of Greenfield
599 El Camino Real
Greenfield, CA 93927

Re: FY 2015 Water and Wastewater Revenue Sufficiency Analysis Proposal

Dear Susan:

It was good to hear from you and to speak with you last week. I am glad that you reached out to me as I had heard that you were in California and am glad to hear that you are located in such a desirable City. As requested, I have prepared this proposal to conduct a Water and Sewer Revenue Sufficiency Analysis Study for the City.

Approach

It is our understanding that the City has separate water and sewer funds. It is also our understanding that the City is in the process of developing separate master plans for each fund. Therefore, our approach will be to model the water and sewer funds in separate financial sustainability models linked to the respective capital improvement programs for each fund derived from the master plans being developed for each fund. This approach will result in comprehensive ten (10) year water and sewer Financial Master Plans that will be integrated with the engineering master plans being developed. These Financial Master Plans will provide the framework for evaluating alternative capital plans, financial management policies, debt versus cash funding of capital projects, debt coverage, and a number of other financial performance indicators, and for annual updates to ensure short and long term financial sustainability.

The Study will include interactive work sessions with City staff with our models up a running with the results projected graphically on the "Control Panel" of the model on a large viewing screen. As you know from our experience together when you were in Lake Worth, during these interactive work sessions we can explore numerous "what-if" scenarios of alternative capital funding plans, alternative rate adjustments, alternative minimum reserve policies and other parameters that we identify with you during the Study as being relevant to your decision process, with the results displayed instantaneously in graphical side-by-side scenario comparisons. In this way we can work toward solutions during these work sessions in a fraction of the time required in the traditional back and forth method.

Qualifications

Although you did not ask for a qualifications statement, I am providing one with this proposal in the event that others in your organization would like to know about our credentials and experience. In

summary, we are a specialty firm that specializes in water resources financial planning and rate analysis for local government. I founded the firm in 1988 and we now employ seventeen (17) employees, have offices in five (5) states and serve clients in over fifteen (15) states. We introduced the interactive modeling process over 15 years ago and continue to be on the leading edge of the transparent application of this technology to the development of sustainable financial master plans for our utility clients.

Proposed Fee and Schedule

I have enclosed a Project Work Plan and Cost Estimate Schedule that shows our proposed detailed work plan to accomplish the Study. This Schedule also identifies the estimated hours for each sub-task by consultant and the estimated cost to complete the Study. The Schedule shows that successful completion of the Study will require approximately 284 hours for a total estimated cost of \$54,465, inclusive of out-of-pocket expenses. Therefore, we are prepared to complete the project for a fixed fee of \$54,465, allocated \$27,232.50 to the water fund and \$27,232.50 to the sewer fund. We are prepared to begin this project immediately and can complete it within approximately 90 days of receipt of the required data.

Again, it was good hearing from you and I look forward to the opportunity to work together to achieve the extraordinary vision that this process provides.

If you have any questions or would like to discuss this proposal, please call me at (904) 923-1466.

Very truly yours,



Michael E. Burton
President

CITY OF GREENFIELD, CALIFORNIA
FY 2016 WATER AND SEWER REVENUE SUFFICIENCY ANALYSIS
PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED CONSULTING HOURS				Total Project
	Project Director	Project Manager	Project Consultant	Clerical	
	\$235	\$220	\$175	\$45	
<i>Hourly rate-></i>					
<u>TASK 1</u> <u>Initiate the Study and Review Background Information and Material</u>					
1.1 Conduct a conference call with City staff to finalize project objectives, establish project monitoring and control procedures, establish a project schedule to ensure completion within the City's required timeframe and begin data gathering.	1	1	1	0	3
1.2 Prepare Data Request and distribute to City staff.	0	1	2	0	3
1.3 Review prior rate study reports, current and historical financial data (including FY 2013 - FY 2015 actual revenues, expenses, and fund balances), water and sewer systems configuration, FY 2013 - FY 2015 summary customer billing statistics, five/ten year capital improvement programs and other relevant information for the water and sewer utility systems for which the analysis is to be performed.	1	3	8	0	12
1.4 Review of conformance of the City's budgeting, cost recovery, and rate setting practices relative to CA laws.	1	2	4	0	7
TOTAL ESTIMATED CONSULTING HOURS - TASK 1	3	7	15	0	25
TOTAL ESTIMATED CONSULTING FEE - TASK 1	\$705	\$1,540	\$2,625	\$0	\$4,870
ESTIMATED EXPENSES - TASK 1					NA
TOTAL ESTIMATED COST - TASK 1					\$4,870
<u>TASK 2</u> <u>Conduct the Revenue Sufficiency Analysis (this task is scoped for one fund, the cost of the second fund is accounted for in the project summary at the end of this schedule)</u>					
2.1 Verify and input current financial and billing data into Burton & Associates proprietary FAMS XL © model, run the model for the utility fund and produce preliminary output, including a ten year financial management program that will include the following:	4	16	40	0	60
o Capital Improvements Program (10 year)					
- Project listing by year					
- Optimum funding source by project by year					
o Borrowing Program					
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.					
- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
- Annual debt service of bond issue(s)/loan(s)					
o Revenue Sufficiency Analysis					
- Annual revenue projections					
- Annual rate plan to provide sufficient revenues for each scenario evaluated					
o Sources and Uses of Funds & Debt Service Coverage Analysis					
o Funds Analysis					
- Spend down limits (minimum reserve requirements) by fund					
- Beginning and ending funds balances by fund by year					

Burton & Associates

200 Business Park Circle, Suite 101 • St. Augustine, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708
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CITY OF GREENFIELD, CALIFORNIA
FY 2016 WATER AND SEWER REVENUE SUFFICIENCY ANALYSIS
PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED CONSULTING HOURS				Total Project
	Project Director	Project Manager	Project Consultant	Clerical	
	Hourly rate-> \$235	\$220	\$175	\$45	
2.2 Review preliminary output and reconcile to budget data.	2	6	12	0	20
2.3 Make adjustments and re-run FAMS XL @.	0	2	4	0	6
2.4 Prepare alternative scenarios for interactive review session with City staff.	1	2	3	0	6
2.5 Conduct and compile a rate survey of peer communities.	0	1	2	4	7
2.6 Conduct an in person interactive review session with City staff to review the preliminary results of the ten year projection of revenue sufficiency of the utility fund.	3	3	3	0	9
2.7 Make adjustments based upon input from City staff and prepare assumptions & preliminary results workbook.	1	4	8	0	13
2.8 Conduct an interactive review session via Go-to-Meeting with City staff to review the adjusted results of the ten year projection of revenue sufficiency of the utility fund and make any final adjustments.	3	3	3	0	9
TOTAL ESTIMATED CONSULTING HOURS - TASK 2	14	37	75	4	130
TOTAL ESTIMATED CONSULTING FEE - TASK 2	\$3,290	\$8,140	\$13,125	\$180	\$24,735
ESTIMATED EXPENSES - TASK 2					NA
TOTAL ESTIMATED COST - TASK 2					\$24,735
<u>TASK 3 Present results to City Manager and Council</u>					
3.1 Present results to City Manager and make necessary modifications to analysis.	2	2	0	0	4
3.2 Prepare a PowerPoint presentation (including rate survey) to present the results of the Study to City Council.	1	2	3	0	6
3.3 Present the results of the Study to the City Council in one Council workshop/meeting.	3	3	0	0	6
TOTAL ESTIMATED CONSULTING HOURS - TASK 3	6	7	3	0	16
TOTAL ESTIMATED CONSULTING FEE - TASK 3	\$1,410	\$1,540	\$525	\$0	\$3,475
ESTIMATED EXPENSES - TASK 3					NA
TOTAL ESTIMATED COST - TASK 3					\$3,475
<u>TASK 4 Document the Results in a Final Report.</u>					
4.1 Prepare a Draft Report to document the results of the Study.	2	6	18	2	28
4.2 Make adjustments based upon input from City staff review and prepare the Final Report.	0	2	3	0	5
4.3 Attend one public hearing for consideration of adoption of the recommended rates.	3	0	0	0	3
4.4 Attend additional presentations to the City Council and/or rate hearings.					
			--- At Hourly Rates ---		
TOTAL ESTIMATED CONSULTING HOURS - TASK 4	5	8	21	2	36
TOTAL ESTIMATED CONSULTING FEE - TASK 4	\$1,175	\$1,760	\$3,675	\$90	\$6,700
ESTIMATED EXPENSES - TASK 4					NA
TOTAL ESTIMATED COST - TASK 4					\$6,700

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 FY 2016 WATER AND SEWER REVENUE SUFFICIENCY ANALYSIS
PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS <i>Hourly rate-></i>	ESTIMATED CONSULTING HOURS				Total Project
	Project Director	Project Manager	Project Consultant	Clerical	
	\$235	\$220	\$175	\$45	
<u>TOTAL PROJECT</u>					
TOTAL ESTIMATED CONSULTING HOURS (ONE UTILITY FUND)	28	59	114	6	207
TOTAL ESTIMATED CONSULTING FEE (ONE UTILITY FUND)	\$6,580	\$12,980	\$19,950	\$270	\$39,780
ADDITIONAL CONSULTING FEE FOR ADDITIONAL UTILITY FUND:					
Additional Consulting Hours for Task 2 60% Efficiency Savings Factor	8	22	45	2	77
Addiitonal Consulting Fee for Addiitonal Utility Fund	\$1,880	\$4,840	\$7,875	\$90	\$14,685
TOTAL ESTIMATED CONSULTING HOURS (TWO UTILITY FUNDS)	36	81	159	8	284
TOTAL ESTIMATED CONSULTING FEE (TWO UTILITY FUNDS)	\$8,460	\$17,820	\$27,825	\$360	\$54,465
ESTIMATED EXPENSES (INCLUDED IN HOURLY RATES)					NA
TOTAL ESTIMATED COST (TWO UTILITY FUNDS)					\$54,465
<u>ALLOCATION OF FEE TO WATER AND SEWER FUNDS</u>					
FEE FOR WATER FUND					\$27,232.50
FEE FOR SEWER FUND					\$27,232.50

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City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 3, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Jeri L. Corgill, MPP
Director of Administrative Services

SUBJECT: RESOLUTIONS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT, AND TO AUTHORIZE THE EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

BACKGROUND

Beginning January 1, 2016, AB 1717 requires local jurisdictions to contract with the California State Board of Equalization (BoE) in order to receive revenue from local utility user taxes (UUT), local 911 charges, and any other local charges imposed on consumers of prepaid mobile telephony services (MTS). Local jurisdictions have until December 1, 2015 to contract with BoE in order to begin collection on April 1, 2016. If a local jurisdiction does not contract with the BoE, those local charges will not be collected by retailers and the jurisdiction will not receive local charge revenue from the prepaid MTS. After the December 1 deadline, jurisdictions will have the opportunity to contract with the BoE only on an annual basis.

DISCUSSION

Section 13.50.040 of the Greenfield Municipal code imposes the collection of a Telephone Users' Tax, to be paid as UUT, at a current rate of 3%. In order to continue to collect UUT for prepaid MTS, the BoE requires that the City contract with the BoE for such collection and remittance of UUT revenue. According to AB 1717, the City will only receive UUT revenue for prepaid MTS at a rate of 2.5%.

Currently, the City contracts with HdL Companies for audit services, to ensure that all Sales Tax, and Transactions and Use Tax, to which the City is entitled, is properly remitted by the BoE. In order for HdL to be permitted to also provide this service with respect to UUT revenue for prepaid MTS, the BoE also requires that the City Council authorize the examination of records that would be involved in HdL's audit services.

FINANCIAL IMPACT

The exact effect of this action is currently unknown; staff do not have any specific numbers for UUT revenue for prepaid MTS that will be collected by the BoE, but it certainly would not be a significant portion of General Fund revenue. However, if Council decides not to approve these resolutions, then this revenue would be lost, unless the City were to later decide to contract with the BoE on an annual basis.

REVIEWED AND RECOMMENDED

Staff recommend approval of the proposed resolutions to ensure that the Utility User Tax for prepaid mobile telephony services is remitted to the City.

POTENTIAL MOTION

I MOVE TO APPROVE/DENY RESOLUTION #2015-69, A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT

I MOVE TO APPROVE/DENY RESOLUTION #2015-70, A RESOLUTION AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

ATTACHMENTS

Resolution 2015-69
MTS Agreement
Resolution 2015-70

RESOLUTION NO. _____

**A RESOLUTION OF THE _____
Local Jurisdiction
AUTHORIZING _____
Title of Authorized Position TO EXECUTE
AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION
OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT**

WHEREAS, on _____, the _____ certified that Ordinance No. _____ applies its
Date Local Jurisdiction
local charge(s) (access to 911 or communication services and/or utility user tax) to prepaid mobile
telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act, mandates the Board of
Equalization (Board) to administer and collect the local charges for all applicable local jurisdictions
(Rev. & Tax Code section 42103); and

WHEREAS, the Board will perform all functions incident to administration and collection of the local
charges for the _____ ; and
Local Jurisdiction

WHEREAS, the Board requires that the _____ enter into an “Agreement for State
Local Jurisdiction
Collection and Administration of Local Charges” prior to implementation of the Local Prepaid Mobile
Telephony Services Collection Act, and

Whereas, the Board requires that the _____ authorize the agreement;
Local Jurisdiction

NOW, THEREFORE BE IT RESOLVED by the _____ that the attached “Agreement
Local Jurisdiction
for State Collection and Administration of Local Charges” is hereby approved and the
_____ is hereby authorized to execute the agreement.
Title of Authorized Position

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the _____
held on _____, by the following vote: Local Jurisdiction

AYES: _____

NOES: _____

ABSENT: _____

DATED: _____

ATTEST: (s) _____
(Printed Name & Title)

(s) _____
(Printed Name & Title)

**AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF
LOCAL CHARGES**

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The _____ and the State Board of Equalization, hereinafter called the Board, do agree as follows:

Insert name of local jurisdiction

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. “Administrative Expenses” means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. “Contingent Fee” includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. “Direct Seller” means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. “Local Charges” means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. “Local Jurisdiction” or “local agency” means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. “Ordinance” means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. “Quarterly local charges” means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. “Refund” means the amount of local charges deducted by the Board from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a local charge refund due to one taxpayer.

I. “Section” – all section references are to the Revenue and Taxation Code.

J. “Seller” means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e).).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

- a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
- b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
- c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.
- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

**ARTICLE III
LOCAL JURISDICTION
ADMINISTRATION AND RESPONSIBILITIES**

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

**ARTICLE IV
LOCAL CHARGES**

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.

On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. **Increases in local charges.** When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. **Inaccurate rate posted on the Board’s website.** When a local jurisdiction notifies the Board in writing that the rate posted on the Board’s Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction’s written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above “Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By _____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION _____

By _____
(Signature on this line)

(Type name here)

(Type title here)

RESOLUTION NO. _____

A Resolution Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records

WHEREAS, pursuant to Ordinance No., _____ of the City of _____ and the Local Prepaid Mobile Telephony Services Collection Act, the City of _____, hereinafter called Local Jurisdiction, entered into a contract with the State Board of Equalization, hereafter referred to as the Board, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the Local Jurisdiction pursuant to that contract;

WHEREAS, the Board will make available to the Local Jurisdiction any information that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the _____
(Title(s) of authorized position(s)) or other officer or employee of the Local Jurisdiction designated in writing by the _____
(Title(s) of position(s) authorized to Designate) to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract between the Local Jurisdiction and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract.

Section 2. That the _____
(Title(s) of authorized position(s)) or other officer or employee of the Local Jurisdiction designated in writing by the _____
(Title(s) of position(s) authorized to Designate) to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Board for purposes related to the following governmental functions of the Local Jurisdiction:

- a) _____
- b) _____
- c) _____

The information obtained by examination of Board records shall be used only for those governmental functions of the Local Jurisdiction listed above.

Section 3. That _____
(Firm or consultant) is hereby designated to examine the prepaid mobile telephony services surcharge and local charges records of the Board of Equalization pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board. The person or entity designated by this section meets all of the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

- a) has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;
- b) is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a seller during the term of that contract;
- d) is prohibited by that contract from retaining information contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

The contract between the Local Jurisdiction and _____
(Firm or consultant) designated by the Local Jurisdiction to request information from the Board shall be subject to the following limitations (Rev. & Tax. Code, § 42103, subd. (g)):

- a) _____
(Firm or consultant) shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.
- b) the contract between the Local Jurisdiction and _____
(Firm or consultant) shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

BE IT FURTHER RESOLVED THAT the information obtained by examination of the Board records shall only be used for purposes related to the collection of the Local Jurisdiction’s prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract between the Local Jurisdiction and Board, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2.

Introduced, approved and adopted this _____ day of _____, 20__.

(Signature)

(Date)

(Printed name & title)

(Attest)



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 5, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: 2015 SEIU MEMORANDUM OF AGREEMENT

BACKGROUND:

During the past six months, the Union and City met several times to discuss the current memorandum of understanding and to consider new terms to clarify current management practices, protect employee rights or incorporate new labor law and rulings into the proposed MOU. The proposed MOU is a three year agreement. While most of the existing language from the 2012 MOU is unchanged, the proposed MOU impacts the following fifteen areas:

City Rights: The proposed agreement is not intended to restrict the right of the City to consult with the Union. However, the parties understand that such consultation shall not create any obligation to meet and confer over issues not within the scope of representation. Pursuant to MMBA Section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Union Rights: The proposed agreements states that each employee in the bargaining unit shall contribute to the cost of administration of the Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. However, the new section concerning Union Rights also states that City employees have the right to refuse to join or participate in the activities of Union and also have the right to represent themselves individually in their employment relations with the City. Employees must pay either Union membership dues or an equivalent service fee not to exceed Union dues. The Union is committing that it will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of their

exercise of their rights to abstain from the activities of the Union. The union is entitled to designation of one Shop Steward and one alternate and the City shall allow one designated representative employee of the Union time off without loss of compensation or other benefits when they are participating in any one of the following activities:

- Formally meeting and conferring with representatives of the City on matters within the scope of representation.
- Testifying or appearing as the designated representative of the Union in conferences hearing, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union organization.
- Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

Union Access to the Work Place: The City has committed to providing the Union access to the workplace for the sole purpose of determining whether the terms and conditions of this Agreement are being observed. Such access may not result in any interruption or interference of work. The Union has promised to provide advance notice to the City.

Classification Study Requests: During the collective bargaining process, both the Union and the City tried to develop a Step Plan for future wage increases but were unable to do so because of the lack of updates classification and compensation data within the City's related labor market. To address this matter, the Union and City agree to make a good faith effort to conduct a Compensation and Classification study during the course of this MOU pending agreement on defining the relevant labor market, comparable positions to be included in the study and acceptable methodology for determining classification and compensation adjustment.

Working Out of Class Pay: As provided for by the expired MOU, a temporary five percent (5%) premium will be paid for services performed outside of employee's job classification fifteen (15) working. The new agreement however provides that employees performing approved additional services less than fifteen (15) working days shall not be eligible for the five percent (5%) premium. Should an approved additional service last more than fifteen (15) working days, affected employees shall be paid the five percent (5%) bonus retroactively to the first day of the assignment. The proposed agreement requires all work outside of an employee's job classification be approved by both the department head and City Manager. At the discretion of the City Manager, this premium pay may be applied retroactively. Temporary payment shall terminate after ninety (90) calendar days unless an extension is specifically approved by the City Manager. Going forward, in determining whether an employee is working out of their position classification, the City will consider the distinguishing features of that classification, essential functions of the position and the required knowledge, skills and abilities needed to perform the additional assignments. Request for premium pay shall be denied if the assignment or duties are not considered outside the parameters of the job classification or exceed the minimum experience and education requirements of the job classification.

Temporary Special Assignment Pay: Employees temporarily assigned by a manager to perform the duties of a higher classification or skill level beyond the regular scope of their

classifications shall receive, in addition to their regular rate of pay, a temporary special assignment pay of no less than five percent (5%). An employee given a Temporary Special Assignment to a higher classification must possess the minimum educational/experience qualifications for the classification and must be performing the *full range of duties* of another position classification or skill level to be eligible for Temporary Special Assignment pay. Temporary Special Assignments are an administrative tool that provide a vehicle for ensuring that appropriate and necessary staffing levels are maintained during employee absences and certain approved administrative actions.

Layoff Due to Lack of Work, Funds or Other Reason: Both the Union and City agreed that the current layoff process provided in the expired contract needed to be redrafted. The new agreement provides that the city shall notify the Union and all affected Employees in writing of potential layoffs, including the reasons for the layoffs, no less than forty-five (45) calendar days before any layoffs are scheduled to take effect. Once the employees and Union have been notified of potential layoffs, the timeline for the layoff and/or reduction in force process shall commence and follow the below listed steps: Upon notice from the City of proposed layoffs, the parties shall have fifteen (15) calendar days to meet and confer over alternatives to layoffs and or reduction(s) in force. If, after the fifteen (15) day timeline, the Union and City cannot identify a viable alternative to layoffs, the City may issue layoff notifications thirty (30) days in advance of the effective layoff/reduction in force date. Upon the thirty (30) day layoff/reduction in force notification, the employee(s) shall have the choice to either work the remaining thirty (30) days or receive thirty (30) days' pay and full benefits in-lieu of time worked. In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any), and accumulated sick leave to the extent permitted by City personnel policies. If an employee is laid off from their job with the City, for economic reasons, the City will grant severance pay, in addition to any "pay in lieu of time worked" in an amount equal to two (2) weeks of pay for every full year of continuous employment service up to eight (8) weeks of pay. The proposed layoff procedure should reduce employee distress and minimize future worker compensation claims and potential employee complaints regarding discrimination and hostile working conditions that are often perceived when implementing reductions in work force.

Order of Layoffs: Like past contracts, the proposed MOU provides that the order of such layoffs should be based on seniority with the least senior employees in the classification being laid off first/ However the proposed contract provides that layoff will not be based on seniority if the City can demonstrated that an employee possesses special skills, training and/or abilities necessary to maintain the daily operations. This was a very progressive concession by the Union and will assist the City ensure it has properly trained and qualified staff to run city operations in case of a future layoff.

Benefits Effective with the signing of this Agreement, all SEIU bargaining unit members shall pay their full employee PERS contribution in accordance with current pension requirements. However, to hold the current employees harmless from the financial impact of this provision today, employees shall receive a corresponding increase in their base salary to offset to the seven percent employee PERS contribution formerly paid by the City. Any increases in employee contributions set by PERS after the passage of this agreement will not be offset by the City.

Health, Vision and Dental Insurance: Like in past years, the City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the schedule shown in Appendix A for FY 2015-16, FY 2016-17 and 2017-18. The Union and the City also recognized that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Section 4(a)(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change

Uniform Program: The proposed agreement requires that all City issued uniforms and all other related dressing accessories are to be kept well maintained and may not be used for recreation or off duty purposes. No employee shall affix, adorn or otherwise alter any department provided uniform by adding patches, emblems, pins, etc., *unless such items and/or alterations are legally protected as Union rights*, or issued, authorized, or provided by the department. Employees are prohibited from wearing their City issued shirts or uniforms at bars, night clubs or any other places that would bring discredit to the City. In exercising legally protected Union rights, the Union acknowledges that the City has a legitimate business interest in maintaining a professional image for its public employees, and a cornerstone of this image is its requirement that all employees dress in professional attire and project a positive image to the public. This provision received extensive discussion during negotiations as both teams tried to balance the right of the employee concerning self-expression with the City's business interest to maintain a professional environment to service its residents. Before implementation of the Uniform Program, the Union and the City shall form a committee to identify appropriate uniform options. The City will annually provide each employee in the unit eight (8) dress shirts with City logo. City issued uniforms must be worn during their hours of employment. The City reserves the right to prescribe the casual wear days and community events wherein uniforms will be worn. Maintenance of such uniforms shall be at the employee's expense.

Sick Accrual: Sick leave shall be accrued monthly, beginning with the first month of employment, provided the employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees; an employee may only accumulate 650 hours of sick leave. The expired MOU provided for 10 hours per month.

Performance Evaluation: The proposed agreement provides that written performance evaluations will be conducted annually. An employee may appeal an annual performance feedback appraisal where they believe that the overall rating or individual performance factor ratings do not represent a true evaluation of the employee's work performance during the appraisal period. The written appeal must contain the following information:

- The specific performance factor being contested;
- The rating the employee proposes for each factor being appealed;
- The specific facts to support each of the performance factors being appealed.

If the discussion with the immediate supervisor does not resolve the appeal to the satisfaction of the employee, the employee may then file a written request to meet with the Department Director. Upon receipt of the written request, the Department Director shall meet with the employee within ten (10) working days or respond in writing to the employee. Should the Department Director fail to meet with the employee or provide a written response, the employee's proposed change(s) to the written performance evaluation shall be deemed rejected and the evaluation will be considered final. An employee may submit a written response to their evaluation that shall be placed in their personnel file with the evaluation. The Union initially proposed that an employee could appeal their performance evaluation to the HR Manager and City Manager but, given the operational nature of such a process, have agreed that the appeal process will stop at the department director level.

Disciplinary Process: For the most part, the current disciplinary process was not materially changes for the new contract. However, the proposed agreement provides that all employees involved in an administrative investigation, whether as the accused or as a witness, have an obligation to be honest and truthful. Refusal to cooperate fully in any administrative and/or non-criminal work related investigation *is a violation of City personnel standards*. An employee has the right to Union representation in investigatory interviews where a supervisor or management official asks them questions about a matter that the employee believes could lead toward disciplinary action. Employees however do not have the right to union representation if the meeting is only to tell them about discipline that has already been decided or to give other direction.

Personnel Records: The proposed agreement provides that employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. When any comment adverse to an employee's interest is entered into his/her official personnel record, the employee shall have the opportunity to read the adverse entry and provide a written response for inclusion in the record. An employee, or representative of the Union, with prior written consent of the employee, may upon written request inspect and/or obtain a copy of any document within the employee's file during regular business hours.

Any disciplinary and/or adverse records within an employee's personnel file shall cease to be considered for purposes of progressive discipline after two (2) years. At the request of the employee, materials relating to disciplinary actions which are two (2) or more years old shall be removed provided there has been no reoccurrence of the conduct on which the original discipline was based. Performance evaluations shall be excluded from this provision. Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personnel file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed, provided there has been no recurrence of the conduct on which the discipline was based.

BUDGET AND FINANCIAL IMPACT:

Salary: Effective with the signing of this Agreement, the City shall provide the following salary adjustments:

- For FY 2015-16, all employees shall receive a 2% increase to their base salary effective July 1, 2015 (Appendix A)
- For FY 2016-17, all employees shall receive a 3% increase to their base salary effective July 1, 2016 (Appendix B)
- For FY 2017-18, all employees shall receive a 4% increase to their base salary effective July 1, 2017 (Appendix C)

Benefits: Effective with the signing of this Agreement, all SEIU bargaining unit members shall pay their full employee PERS contribution in accordance with current pension requirements. However, to hold the current employees harmless from the financial impact of this provision today, employees shall receive a corresponding increase in their base salary to offset to the seven percent employee PERS contribution formerly paid by the City. There is no budgetary impact on the FY 2015-17 Annual Budget and any increases in employee contributions set by PERS after the passage of this agreement will be paid by plan members and not the city.

Health, Vision and Dental Insurance: Like in past years, the City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the schedule shown in Appendix D for FY 2015-16, FY 2016-17 and 2017-18. The total estimated cost for health insurance for SEIU members in FY 2015 is 125,000. The agreement provides for a maximum increase in City health cost to nine percent for each succeeding fiscal year. The new price structure for health insurance is based on the actual age of a member and their dependents. Actual employee cost for family health insurance in FY 2016 may be greater than it was in FY 2015 contingent on the number and age of an employee's dependents. The City has no control over plan pricing which is set by Anthem BC.

The Union and the City also recognized that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Section 4(a)(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

REVIEWED AND RECOMMENDED:

The City's negotiation team consisted of Jerri Corgill, Director of Administrative Service, Arturo Felix, Utilities Manager and Nina Aguayo. The City Manager functioned as the City's Chief Negotiator. The negotiation team recommends approval of the proposed agreement. SEIU

membership voted on the proposed agreement on November 3 2015 and has ratified the agreement.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION #2015-71, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2015 BETWEEN THE CITY OF GREENFIELD AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION – LOCAL 521, CTW/CLC FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2018

Appendix A
FY 2016 Salary Schedule*

<u>SEIU Position</u>	MONTHLY		ANNUAL	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	2,808	3,583	33,694	42,994
Office/Planning Technician	3,176	4,055	38,115	48,658
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,338	4,260	40,051	51,117
Public Works Parks Maintenance Worker	3,338	4,260	40,051	51,117
Public Works Service Worker I	3,338	4,260	40,051	51,117
Public Works Service Worker II	3,906	4,408	46,870	52,896
Public Works Service Worker III	4,178	4,585	50,140	55,014
Public Works Service Worker IV	4,542	4,813	54,500	57,761
Finance Technician	3,595	4,587	43,138	55,041
Mechanic				

*Includes a wage adjustment of 7% for PERS offset and a 2% wage increase

Appendix B
FY 2017 Salary Schedule*

<u>SEIU Position</u>	<u>Monthly Minimum</u>	<u>Monthly Maximum</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Services Assistant	2,892	3,690	34,705	44,284
Office/Planning Technician	3,272	4,176	39,259	50,117
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,438	4,388	41,252	52,650
Public Works Parks Maintenance Worker	3,438	4,388	41,252	52,650
Public Works Service Worker I	3,438	4,388	41,252	52,650
Public Works Service Worker II	4,023	4,540	48,276	54,482
Public Works Service Worker III	4,304	4,722	51,644	56,665
Public Works Service Worker IV	4,678	4,958	56,135	59,494
Finance Technician	3,703	4,724	44,432	56,692

*Includes a 3% wage increase effective July 1, 2017

Appendix C
FY 2018 Salary Schedule*

<u>SEIU Position</u>	MONTHLY		ANNUAL	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	3,008	3,838	36,093	46,055
Office/Planning Technician	3,402	4,344	40,829	52,122
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,575	4,563	42,903	54,756
Public Works Parks				
Maintenance Worker	3,575	4,563	42,903	54,756
Public Works Service Worker I	3,575	4,563	42,903	54,756
Public Works Service Worker				
II	4,184	4,722	50,207	56,662
Public Works Service Worker				
III	4,476	4,911	53,710	58,932
Public Works Service Worker				
IV	4,865	5,156	58,380	61,874
Finance Technician	3,851	4,913	46,209	58,960

**Includes a 4% wage increase effective July 1, 2018

RESOLUTION #2015-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2015 BETWEEN THE CITY OF GREENFIELD AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION – LOCAL 521, CTW/CLC FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2018

WHEREAS, the Service Employees' International Union has met and conferred in good faith with the City of Greenfield; and

WHEREAS, the Service Employees' International Union and the City of Greenfield have agreed on a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenfield approves the Service Employees' International Union Memorandum of Understanding attached as Exhibit "A";

PASSED AND ADOPTED by the City Council of the City of Greenfield at a special meeting duly held on the 10th day of November 2015, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

THE SERVICE EMPLOYEES' INTERNATIONAL UNION

LOCAL 521, CTW/CLC

Representing the

City of Greenfield General Unit

JULY 1, 2015 – JUNE 30, 2018

SEIU 521
334 Monterey Street
Salinas, CA 93901
(831) 784-2560

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MEMORANDUM OF UNDERSTANDING

Between the City of Greenfield and the
Service Employee's International Union
Local 521, CTW/CLC

July 1, 2013 – June 30, 2015

Article I. Preamble

This Memorandum of Understanding is entered into by the City of Greenfield, (hereinafter referred to as the City), and the Service Employee's International Union Local 521, CTW-CLC (hereinafter referred to as the "Union") and pursuant to California Government Code Section 3500 et seq.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation shall not become effective until the date of action by the legislative body.

Article II. No Discrimination

The City and the Union will cooperate in the pursuing the policy of no discrimination pursuant to federal and State law.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the union.

Article III. Recognition

Pursuant to California Government Code Section 3500 et seq., the City certifies the Union as the sole and exclusive bargaining agent for any and all classifications listed within Appendix A of this MOU.

Article IV. Prevailing Rights

The City agrees that any written right or working condition shall remain in full force and effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The article included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Union on all matters within the scope of representation for the period stated of this Memorandum of Understanding.

Article V. City Rights

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy which include, but are not limited to:

- 1) The exclusive rights to determine the mission of its constituent departments, commissions and boards;
- 2) Set standards and levels of service;
- 3) Determine the procedures and standards of selection of employment, and promotions
- 4) Direct its employees;
- 5) Establish and enforce dress and grooming standards;
- 6) Relieve its employees from duty because of lack of work or other lawful reasons in accordance with the layoff provisions of this MOU;
- 7) Maintain the efficiency of government operations;
- 8) Determine the methods, means and numbers of personnel by which government operations are implemented;
- 9) Determine methods of financing;
- 10) Determine type(s) of City-issued apparel, equipment and/or technology to be used;
- 11) Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted
- 12) Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City unless altered by the provisions of this Memorandum of Understanding

- 13) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and temporarily change work schedules and assignments upon reasonable notice;
- 14) Establish and modify productivity and performance programs and standards;
- 15) Discharge, suspend, demote, reprimand, withhold salary increases and/or benefits, or otherwise discipline employees for just cause, in accordance with applicable law and all relevant provisions of this Memorandum of Understanding;
- 16) Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;

This Agreement is not intended to restrict the right of the City to consult with the Union regarding matters within this Article. However, the parties understand that such consultation shall not create any obligation to meet and confer over issues not within the scope of representation.

Pursuant to MMBA Section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Article VI. Union Rights

Agency Shop

- A. Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. Any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support the Union as a condition of employment. In lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Union, or if the memorandum of understanding fails to designate the funds, then to a fund of that type chosen by the

employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union. City employees shall have the right to refuse to join or participate in the activities of Union and shall have the right to represent themselves individually in their employment relations with the City. Employees shall pay either Union membership dues or an equivalent service fee not to exceed Union dues. Such payments shall be made by payroll deduction only.

- B. New employees shall authorize either Union membership dues or an equivalent service fee not to exceed Union dues within thirty days from date of hire and shall continue said authorization in effect during the period of employment. The City shall forward a copy of the signed authorization form within the employee's first thirty (30) days of employment. Any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support Union as a condition of employment. In lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Union, or if the memorandum of understanding fails to designate the funds, then to a fund of that type chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union. City employees shall have the right to refuse to join or participate in the activities of Union and shall have the right to represent themselves individually in their employment relations with the City. The Union shall not interfere with, intimidate, restrain, coerce or discriminate against employee because of their exercise of their rights to abstain from the activities of the Union of their own choosing.
- C. The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.
- D. The service fee, not to exceed Union dues, shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such

amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the appropriate organization.

- E. Union membership may only be changed by unit employees in the last year before the end of the existing MOU during the period of the last five working days in December. Notification to the Union must be by U.S. mail or hand delivered to the Union office at 334 Monterey Street, Salinas, CA 93901, and is received within the days listed above. Notification shall utilize the payroll deduction authorization form.
- F. SEIU Local 521 agrees to indemnify, defend and hold the City, its employees, officials and representatives harmless from any claims, litigation or liability arising from the implementation of this section.
- G. Reinstatement

Upon reinstatement of any unit employee, or upon return from an unpaid leave of absence or recall from layoff, the employee shall have their deductions resumed based on the same status they had previously (member or fee payer.) Those deductions shall resume on the first pay period in which they return to work

- H. Promotion/Change in the Job Title

Upon promotion or any change in job title or classification the employees shall continue to have their deductions continue based on the same status they had previously (member or fee payer).

- I. Employee List

A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union annually or when requested with the following information: Full Name, Home Address, Home Phone, Employee Number, Bargaining Unit, Job Classification, Department, Work Location, Work Phone, Hourly Rate or Salary, and Date of Hire. This list should be sent in an electronic format that both the Union and Employer agree upon.

- J. Voluntary COPE:

Any member who chooses to contribute to the COPE fund may do so by submitting a COPE authorization form to the Union specifying the amount they choose to have deducted each pay period. Such authorization will stay in effect until the member requests in writing to the Union that such deduction shall be stopped. If any contributing member is no longer in a position subject to this MOU their deduction will be stopped by the City

and the Union will be advised both of the reason and their separation date. The Union will forward to the Employer copy of any such authorization forms requesting to start or stop any such COPE deductions.

K. Representation

The union shall be entitled to designation of one Shop Steward and one alternate. The City shall allow one designated representative employee of the Union time off without loss of compensation or other benefits when they are participating in any one of the following activities:

1. Formally meeting and conferring with representatives of the City on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the Union in conferences hearing, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union organization.
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

The City shall provide copies of all documents necessary for effective representation in the meet and confer process. For purposes of this section, copies may be provided in electronic form.

L. Bulletin Board

The City shall provide the Union with bulletin board space at each work site.

M. Union Orientation

Within one (1) month of hiring a new employee, the City shall allow a Union Representative thirty (30) minutes of release time prior to the end of the employee's shift or lunch period to meet with the new employee for the purpose of union orientation. Approved leave time is subject to City approval and shall not conflict with the operation requirements or duties of the City.

N. Union Access to the Work Place

The Union shall be given access to the workplace for the sole purpose of determining whether the terms and conditions of this Agreement are being

observed. Such access shall not result in any interruption or interference of work. The Union will provide advance notice to the City.

Article VII. Salary

Effective with the signing of this Agreement, the City shall provide the following salary adjustments:

- A. For FY 2015-16, all employees shall receive a 2% increase to their base salary effective July 1, 2015 (Appendix B)
- B. For FY 2016-17, all employees shall receive a 3% increase to their base salary effective July 1, 2016 (Appendix C)
- C. For FY 2017-18, all employees shall receive a 4% increase to their base salary effective July 1, 2017 (Appendix D)

A. Bilingual (Spanish) Incentive Pay

All SEIU represented employees that utilize a second language in the normal course and scope of their employment shall receive \$130.00 of additional pay each month. To be eligible for consideration, employees must be in a position in which they use their bilingual skills in the normal course and scope of their employment as approved by the City Manager. To receive bilingual pay, employees must take and pass a proficiency test.

B. Overtime Pay

Overtime pay is calculated in terms of work period-not a pay period. Employees will be paid one and one-half (1 ½) times their regular rate for any hours worked over forty (40) hours during any single period.

C. On-Call Pay

Public works On-Call Pay shall be one hundred thirty dollars (\$130.00) per assignment period (week) plus one and one-half times (1½) times' compensation for hours worked. On-Call employees must provide the City with a contract number which dispatch can call for service. No employee will be required to accept an On-Call duty assignment unless the City is unable to obtain a volunteer. Employees selected for On-Call duty will be selected from a list of available and will employees.

D. Longevity Pay

In recognition of an employee's years of public service to the community, employees with ten (10) years of continuous service shall receive a one-time lump sum payment equal to three percent (3%) of their annual base compensation beginning June 30, 2015 payable in the first pay period of July.

E. Classification and Compensation

The City and Union recognize that the Public Works Department has a small staff responsible for highly technical functions regulated by the State of California and other government agencies. In order to compensate employees for obtaining specialized licenses and certification (Appendix E), the City and Union agree to establish a Pay for Performance pay plan for Public Works Service employees who successfully obtain City approved Certifications and Licenses relating to the following areas:

- Wastewater Treatment Plant Operations
- Wastewater Treatment and Collection
- Water Treatment and Distribution
- Pesticide Application System Cross Connection
- System Cross Connection

With the implementation of this program, the City agrees to provide financial support and professional training opportunities to assist qualified employees to obtain specified certifications and licenses outlined in Appendix F. Employees who currently receive compensation for any of the following certificates shall continue to receive payment during the term of this contract or until they advance to a higher pay grade which includes compensation for the following certifications and licenses:

- Wastewater Treat Plant Operator – Grade I, II, III, IV
- Water Treatment Operator – T1, T2, T3, T4 & T
- Water Distribution Operator – D1, D2, D3, D4 & D5
- Back-flow Prevention General Test.
- Cross-Connection Specialist
- Wastewater Treatment Plant Specialist
- Qualified Application Certificate – QAC
- California Driver's License Class A & B
- Heavy Equipment Operator
- General Irrigation & Landscaping Certificate

The Union and City agree that Pay for Performance effectively rewards and compensates employees for the effort and time devoted to obtain the appropriate certification and licenses. Once an employee advances to the next classification step at the higher salary range, any compensation received from individual certifications shall terminate.

F. Classification Study Requests

The Union and City will make a good faith effort to conduct a Compensation and Classification study during the course of this MOU pending agreement on defining the relevant labor market, comparable positions to be included in the

study and acceptable methodology for determining classification and compensation adjustment.

G. Educational Reimbursement

To qualify for educational reimbursement, the employee must be a full time employee and the course selected must prepare the employee for future promotional opportunities and enhance their value to the City.

Each employee desiring to receive an educational reimbursement must attend the course on the employee's own time; complete the course satisfactorily with a passing grade of "C" or its numerical equivalent or better.

H. Working Out of Class Pay

A temporary five percent (5%) premium will be paid for services performed outside of employee's job classification fifteen (15) working.

Employees performing approved additional services less than fifteen (15) working days shall not be eligible for the five percent (5%) premium.

Should an approved additional service last more than fifteen (15) working days, affected employees shall be paid the five percent (5%) bonus retroactively to the first day of the assignment.

For purposes of this provision, prior approval shall be required from both the department head and City Manager. The City Manger may apply the premium retroactively without prior approval.

This temporary payment shall terminate after ninety (90) calendar days unless an extension is specifically approved by the City Manager.

In determining whether an employee is working out of their position classification, the City will consider the distinguishing features of that classification, essential functions of the position and the required knowledge, skills and abilities needed to perform the additional assignments. Request for premium pay shall be denied if the assignment or duties are not considered outside the parameters of the job classification or exceed the minimum experience and education requirements of the job classification.

I. Temporary Special Assignment Pay

Employees temporarily assigned by a manager to perform the duties of a higher classification or skill level beyond the regular scope of their classifications shall receive, in addition to their regular rate of pay, a temporary special assignment pay of no less than five percent (5%).

An employee given a Temporary Special Assignment to a higher classification must possess the minimum educational/experience qualifications for the classification and must be performing the full range of duties of another position classification or skill level to be eligible for Temporary Special Assignment pay. Temporary Special Assignments are administrative tools that provide a vehicle for ensuring that appropriate and necessary staffing levels are maintained during employee absences and certain approved administrative actions. To be eligible for Temporary Special Assignment pay, an employee must perform, on a full-time basis, all of the significant duties and responsibilities of a higher classification.

A Temporary Special Assignment may be approved when any of the following apply:

- An employee performs all of the significant duties of a vacant position in a higher classification.

Temporary Special Reassignment shall not exceed 180 days unless specifically approved by the City Manager and are not intended to resolve long-term or permanent staffing issues.

J. Layoff Procedure

Section 1: Layoff Due to Lack of Work, Funds or Other Reasons

The city shall notify the Union and all affected Employees in writing of potential layoffs, including the reasons for the layoffs, no less than forty-five (45) calendar days before any layoffs are scheduled to take effect. Once the employees and Union have been notified of potential layoffs, the timeline for the layoff and/or reduction in force process shall commence and follow the below listed steps:

1. Upon notice from the City of proposed layoffs, the parties shall have fifteen (15) calendar days to meet and confer over alternatives to layoffs and or reduction(s) in force.
2. If, after the fifteen (15) day timeline, the Union and City cannot identify a viable alternative to layoffs, the City may issue layoff notifications thirty (30) days in advance of the effective layoff/reduction in force date.
3. Upon the thirty (30) day layoff/reduction in force notification, the employee(s) shall have the choice to either work the remaining thirty (30) days or receive thirty (30) days' pay and full benefits in-lieu of time worked.

In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any), and accumulated sick leave to the extent permitted by

City personnel policies. If an employee is laid off from their job with the City, for economic reasons, the City will grant severance pay, in addition to any "pay in lieu of time worked" (as outlined in item #3 above), in an amount equal to two (2) weeks of pay for every full year of continuous employment service up to eight (8) weeks of pay.

Reduction in Force (RIF) includes the following:

- Temporary Reduction: to work is expected within twelve (12) months.
- Permanent Reduction: Recall to work is not expected because the position has been eliminated, the contract has expired, the department has closed, or the reduction in force is due to budgetary constraints.

Should layoffs and or a reduction in force be enacted, the Union shall retain all rights to meet and confer over any and all ensuing impacts and effects.

Section 2: Order of Layoffs

The order of such layoffs should be based on seniority with the least senior employees in the classification being laid off first, unless it can be demonstrated that an employee possesses special skills, training and/or abilities necessary to maintain the daily operations of the City. Reinstatement shall be in the reverse order of lay-offs.

When one or more employees assigned to the same classification within a department are to be laid off, the order of lay-offs shall be as follows:

1. Temporary
2. Probationary
3. Regular

In the event of a reduction in force (RIF), or the reduction or elimination of a particular classification, there shall be no bumping into positions in which the employee does not qualify.

Article VIII. Benefits

A. Employee's Portion of P.E.R.S.

Effective with the signing of this Agreement, all SEIU bargaining unit members shall pay their full employee PERS contribution in accordance with current pension requirements. Effective with this MOU, employees shall receive a seven percent (7%) base salary increase as an offset to the employee PERS contribution formerly paid by the City.

B. Health, Vision and Dental Insurance

Health Care

The City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the schedule shown in Appendix G for FY 2015-16, FY 2016-17 and 2017-18 subject to the following provisions:

1. Employees shall contribute \$135.00 per month toward medical coverage depending on the plan selected.
2. Employees shall pay twenty-five percent (25%) of the premium cost for dependent care coverage.
3. Dental insurance reimbursement will be annually capped not to exceed \$2,000.

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Section 4(a)(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

Health Insurance Review Committee:

A Health Insurance Review Committee shall be composed of representative from the City and duly designated bargaining units as follows:

1. SEIU 521
2. City HR/Admin
3. GPOA/GPSA

In the event the Health Insurance Review Committee recommends plan modification to the City and the Parties agree on the modifications, the parties (i.e. Union and City) will reopen this Article of this Agreement to allow implementation of the agreed upon modifications.

In the event that this committee is unable to agree to modifications nothing in this Article shall obligate the City to assume additional health care cost that exceed the total aggregate cost for current bargaining members as outlined on the FY 2016, 2017 and 2018 PPO Rate Conversion tables.

C. Life, Accidental Death and Dismemberment Insurance

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

D. Long Term Disability Insurance

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

Article IX. Uniform Program

The purpose of the City Uniform Program is to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification for employees by the public. All City issued uniforms and all other related dressing accessories are to be kept well maintained and may not be used for recreation or off duty purposes. No employee shall affix, adorn or otherwise alter any department provided uniform by adding patches, emblems, pins, etc., unless such items and/or alterations are legally protected as Union rights, or issued, authorized, or provided by the department. Employees are prohibited from wearing their City issued shirts or uniforms at bars, night clubs or any other places that would bring discredit to the City. In exercising legally protected Union rights, the Union acknowledges that the City has a legitimate business interest in maintaining a professional image for its public employees, and a cornerstone of this image is its requirement that all employees dress in professional attire and project a positive image to the public.

Before implementation of the Uniform Program, the Union and the City shall form a committee to include the City Manager and two (2) Union members to identify appropriate uniform options. Upon consensus within the committee, the committee shall present the proposed uniforms to the membership for a final vote of approval. Should the members reject the proposed uniforms the committee shall reconvene to explore alternative uniforms.

Employees are liable for issued uniform items that have been lost, stolen or damaged beyond economic repair, except if the damage is due to the nature of the job. If a uniform has been damaged as a result of the nature of the job or extenuating circumstances, employees are required to report and request a replacement from their direct supervisors.

A. Office Staff

The City will annually provide each employee in the unit eight (8) dress shirts with City logo. City issued uniforms must be worn during their hours of employment. The City reserves the right to prescribe the casual wear days

and community events wherein uniforms will be worn. Maintenance of such uniforms shall be at the employee's expense. Replacement uniforms shall only be for on-duty damage.

B. Public Works Maintenance Staff

Employees will be provided (11) uniforms which will be worn while performing their work duties. The City will incur the costs for cleaning such uniforms on a weekly basis.

Employees must return all uniforms and any City issued property to the City upon separation of employment. Failure to do so will result in deduction from final check for missing uniforms or property.

C. Police Department Staff

Employees will be provided two (2) uniforms per fiscal year.

Employees are responsible for returning issued uniform items in a clean and serviceable condition by the end of their employment term with the City.

Per IRS guidelines, uniforms or clothing, provided by the employer or provided through an allowance to the employee, are excludable from taxable wages of the employee if they are specifically required as a condition of employment and are not worn or adaptable for general use as ordinary clothing. Uniforms or clothing, provided by City of provided through an allowance to the employee, are includable in taxable wages of an employee if they do not qualify for all the relevant IRS exclusions.

Article X. Holidays

The City shall provide fourteen (14) paid holidays and they are specified as follows:

- January 1st
- The third Monday in January, observed as Martin Luther King Jr. Day
- The third Monday in February, observed as President's Day
- The last Monday in March, observed as Cesar Chavez' Day
- The last Monday in May, observed as Memorial Day
- July 4th
- The first Monday in September, observed as Labor Day
- The second Monday in October, observed as Columbus Day
- November 11th, observed as Veteran's Day
- The fourth Thursday in November, observed as Thanksgiving Days
- The day subsequent to the fourth Thursday in November
- December 24th, observed as Christmas Eve
- December 25th, observed as Christmas Day
- A personal holiday approved by the employee's supervisor

Employees required to work on a holiday shall receive paid compensation at a rate of one and one-half (1 ½) times the employees' regular rate of pay plus receive the employees' regular paid compensation for the holiday.

Article XI. Miscellaneous

A. Vacation

1. Vacation Policy

The purpose of annual vacation leave is to enable each eligible employee to take a break from his work and return mentally refreshed. For this reason it is the intention of the City that vacations are taken, insofar as possible, in period of one week or more.

2. Vacation Accrual

All full time employees shall be credited with vacation time relation to years of continuous service in accordance with the following schedule:

- a. Less Than Five (5) Years. For employees completing less than five (5) years of continuous service, six and two-thirds (6 2/3) hours for each month of service – ten (10) working days per year
- b. Five (5) or More Years. For employees completing five (5) or more years of continuous service, ten (10) hours each month of service – fifteen (15) working days per year.
- c. Fifteen (15) or More Years. For employees completing fifteen (15) or more years of continuous service, fourteen (14) hours for each month of service – twenty-one (21) working days per year.
- d. Any further changes in vacation time will be set by resolution by the City Council.

Vacation shall be credited on a prorated basis of the amount of time in which the employee is in pay status during that month. Vacation time shall be credited at the end of each month of service.

Employees must use one week of accumulated vacation time each year and may not acculturate more than 180 hours during any calendar year without the approval of the City Manager. Once the maximum accrual has been reached, the employee shall cease to accrue

additional vacation until the balance is reduced below the maximum. Employees shall be paid for accumulated vacation time upon termination of employment.

3. Use of Vacation

Employees shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave unless the City Manager shall authorize the utilization of accrued vacation prior to the completion of this period. The scheduling of and duration of an employee's use of accrued vacation leave shall be approved by the department head. Employees shall not work for the City during their vacation in order to earn double compensation. Maximum vacation accrual shall be in accordance with City Rule 20.

In the absence of a departmental policy approved by the City Manager, employees shall apply for vacation at least seven (7) calendar days before the requested effective date of vacation. Should the requests of two employees conflict, the supervisor may recommend to the Department Director changes to best accommodate all employees. Important criteria to be considered by the supervisor are the classification and seniority of the employees, the dates on which the vacation requests were submitted and workload requirements.

4. Compensation in Lieu of Time Off

Each year an employee may request that the City purchase accrued vacation hours in excess of 80 hours. All vacation hour purchased shall be approved by the City Manager. All request that the City purchase accrued vacation must be made by November 15th and will be paid by December 1st of each year. Payment of vacation hours shall be subject to the availability of funds as determined by the City Manager.

5. Holiday Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, such holiday shall not be charged as a vacation day.

6. Vacation at Termination

Employees separating their employment municipal service who have accumulated vacation leave shall be paid in the amount of accrued vacation to the date of termination.

7. Military Service – Vacation Pay-Off Exception

An employee who interrupts his municipal service because of extended military leave shall, upon the employee's request, be compensated for accrued vacation at the time the leave becomes effective.

B. Sick Leave

1. Statement of Policy

The purpose of sick leave is to provide an employee time off without loss of pay due to illness. Sick leave shall not be considered as a privilege which an employee may use at employee's discretion, but shall be approved by the department head.

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment, or in the case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the employer.

2. Eligibility

No sick leave, unless authorized by the Personnel Officer, may be taken during the employee's probationary period. Sick leave time accrued for the initial six months of employment may be used after that period has been completed. In order to receive compensation while absent on sick leave, the employee shall notify the head of the department prior to the first day of absence. Notification shall be at least two (2) hours prior to the time set for the beginning of said employee's work shift. Department heads may, at their discretion, reduce the time period required for notification prior to absence and may grant exceptions to the notification requirement if an unreasonable hardship would be imposed on the employee.

When an employee is absent due to illness or injury for more than two (2) days, a physician's certificate shall be required stating the cause of the absence and attesting to the employee's ability to resume work. Five (5) days of sick leave shall be permitted in case of death of an immediate family (Spouse, parent, child, brother, sister or a close relative residing in the household of the employee)

3. Affidavit and Physician's Certificate

On every occasion for which sick leave is requested, regardless of duration, each employee shall file with the Personnel Officer an affidavit specifying the purpose for which the sick leave will be or has been used. The employee will state the particular reason for the use of sick leave, and sick leave pay will be for the reasons set forth in

Section 1 above. Detail must be sufficient enough for the City to reasonably assume the validity of the claim or to injury or illness.

Whenever an employee is absent for more than two (2) consecutive working days for any reasons set forth in Section 1, employee shall provide a statement from a physician specifying that the employee was under treatment and incapacitated from work, or confirming the emergency illness of an immediate family member to qualify for sick leave as permitted in Section 1.

Notwithstanding the above, the Personnel Officer may require a physician's statement whenever repeated absences of two (2) days or less occur repeatedly.

4. Sick Accrual

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave shall be added to the employee's sick accumulation account upon completion of each calendar month with no credit applied during the progress of the month for portion of the month during which the employee terminates his City service. Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees; an employee may only accumulate 650 hours of sick leave.

5. Deductions

Sick leave with pay shall be granted on an hour-for-hour basis. Calls for medical, dental or other similar practitioner's office which are made during working hours for other than job-related injuries shall be considered sick leave if they are longer than one (1) hour.

6. Incentives

Sick leave is a privilege that should not be misused. As an incentive to discourage misuse and encourage long term honorable active service, an employee who retire and/or resigns in good standing shall receive payment in direction proportion to the increments and percentages provided in the following formula:

- A. After five (5) years of continuous service and separation in good standing, ten (10) percent of accumulated sick leave.
- B. After ten (10) years of continuous service and separation in good standing, twenty (20) percent of accumulated sick leave.

C. After fifteen (15) years of continuous service and separation in good standing, thirty (30) percent of accumulated sick leave.

D. After twenty (20) years of continuous service and separation in good standing, forty (40) percent of accumulated sick leave.

C. Catastrophic Leave Program

The Catastrophic Leave Program allows permanent employees (those who have successfully completed their probationary period) under specified conditions to receive donated vacation leave from their co-workers when they are unable to work and are experiencing financial hardship as the result of a catastrophic illness or injury.

Eligibility

To qualify for participation in the program, employees suffering a catastrophic illness or injury must have an approved absence and expect to exhaust all paid leave credits. Paid leave credits include all sick leave, vacation, personal holiday credits, and compensating time off.

A catastrophic illness or injury is defined as a severe illness or injury that incapacitates an employee and creates a financial hardship once the employee has exhausted all paid time off.

Procedure for Participation

Only full-time employees with a minimum of one year of employment at the time of the leave are eligible to participate in the program. Employees who wish to receive benefits from the program must submit to Human Resources or their designee, a request to participate in the catastrophic leave program. The request will be reviewed to ensure that it meets the established criteria of the program. All requests for participation in the program must include:

- Name and work location of employee;
- Reason for the request and a physician's verification of the illness or injury of the employee or family member;
- Dates of absence;
- Specific date when leave credits are expected to be exhausted:

Human Resources will review the following factors and submit to the City Manager for final approval:

- Length of permanent employment.
- The amount of time already used for this specific situation.
- Patterns of sick leave previously use for this specific situation.
- Eligibility for long-term disability insurance.

- The employee's work record and job performance.

The City Manager shall have sole and final discretion in the authorization of the vacation leave transfer. If approved by the City Manager, an announcement soliciting voluntary vacation leave donations will be sent to all employees of the City for requests that have been approved and meet the established criteria of the program.

D. Leave Donation

Employees desiring to donate vacation leave credits are required to sign an authorization form indicating the amount of leave donated and the number of hours. Only vacation leave credits are eligible for donation. A minimum donation of one hour is required to a maximum of eight hours per employee. The contributing employee will be notified when the vacation leave is deducted from his/her account. A maximum combined contribution of 160 hours will be transferred into the employee's sick leave record. Any unused portion of the donated sick leave will remain in the contributing employee's record. Contributions in excess of 160 hours will be kept on file in the event the requesting employee had need beyond the initial request.

The City will transfer vacation leave credits, hour for hour, from the leave records of donating employees to the recipient's leave record. Donations will be credited to the recipient's record, and will be available for use, once all leave credits have been exhausted.

Employees who receive donated credits through this program will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations. At no time may a recipient receive more than 100% of their current salary while on leave. The City will not disclose the identities of the donors to the recipient. The use of donations for catastrophic illness or injury will be limited to a maximum of twelve continuous months for each occurrence.

E. Probationary Period

1. Objective of the Probationary Period

The probationary period shall be regarded as part of the examination process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the new position.

2. Probationary Period: Regular Appointment

All original and promotional appointments to the classified service positions shall be subject to probationary period of six (6) months for all non-safety employees.

The City Council may, by resolution, establish a different probationary period for specified classes either directly or by approval of an employment contract.

3. Notification and Retention of Probationer

The Personnel officer shall notify the department head of any probationer one month in advance of the completion of any probationary period. The department head shall recommend in writing to the Personnel Officer whether the probationary period. In any event, the City Manager shall make the final determination whether or not to retain the probationer.

4. Rejection of Probationer

During the probationary period, period and employee may be suspended, demoted or terminated at any time by the department head with the approval of the City Manager without cause and without the right of appeal or to submit a grievance. Notification of rejection in writing shall be served on a probationer and a copy filed with the Personnel Officer.

5. Rejection Following Promotion

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which that employee was promoted, unless that employee is discharged from the classified service in the manner provided in these rules and regulations.

6. Promotion during Probationary Period

An employee promoted to a position with greater maximum rate of pay than that of the employee's original appointment shall be deemed a new probationary employee and will commence the probationary period on the effective date of said promotional appointment.

7. Reappointments

Reappointments after termination will be considered as new employment except for reappointment from a re-employment list where the reappointed employee had previously completed the probationary period in the position from which they were laid off.

F. Residency Requirement

All public works employee will be required to establish and maintain continuous residence in a location which permits them to respond in a reasonable time to an emergency call. This requirement will be met so long as the employee lives within twelve (12) air-miles of the Greenfield

Corporation Yard. Employees are required to be in compliance with this requirement on or before the completion of their probationary period. Based on a documented hardship, the City Manager may modify or waive this requirement in any manner that is in the best interest of the City. The decision to waive or modify this requirement by the City Manager is not subject to appeal or arbitration.

G. Drug Testing

All City employees are expected, as a condition of employment, to remain free of drugs or alcohol in the workplace. The City will not tolerate the use of illegal drugs by its employees, nor will it tolerate the use of any drug or alcohol which may imperil the health, safety, or well-being of its employees or the public. The City provides an Employee Assistance Program (EAP) to help employees and their families who suffer from alcohol and drug abuse, stress, or other mental or health problems. It is the personal responsibility of each employee to seek assistance from the EAP before drug abuse and alcohol problems lead to disciplinary action or interfere with job performance. Management may refer employees to the EAP at such time as they perceive an employee's job performance or attendance is deteriorating.

Pursuant to Federal Drug-Free Workplace Action of 1990, the City of Greenfield has adopted a policy setting forth the terms and conditions to establish and maintain a drug-free workplace. The policy, entitled "City of Greenfield Drug-Free Workplace," is incorporated in Personnel Rule 17, Section 6, Attachment A.

Post-Crash Testing – Employees will be subject to alcohol and drug testing when:

1. The employee contributes to or is responsible for an on-the-job preventable vehicular Crash or;
2. Any time the driver receives a citation under state or local laws, or;
3. Personal injury or death involved, or;
4. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicles.

If it is not feasible to move an injured employee from a treating facility, specimens may be obtained at the treating facility following the procedures set forth by the approved laboratory and transported to an approved laboratory.

Any employee subject to post-crash testing who leaves the scene of an accident (unless it is prudent to do so for medical or notification purposes, or permission is granted by a supervisor or management) before testing is administered, drinks alcohol within eight (8) hours following the accident

without first being tested, or fails to remain available for testing, will be deemed by the City to have refused to submit to testing. Such refusal will be treated as if the employee had received a verified positive for controlled substances or has an alcohol test result of .04 or greater.

H. Performance Evaluation

Written performance evaluations shall be conducted annually and serve the following purposes:

1. To promote communication between employee and supervisor about the employee's work performance and means by which that performance might be enhanced;
2. To establish goals and expectations for the coming year;
3. To identify and encourage ways in which the employee can develop his/her skills;
4. To provide justification along with other relevant information and the recommendation for salary increase;
5. To assist supervisors in determining the overall performance rating and assist the employee and supervisor in attaining the highest level of performance;
6. To record how an employee's performance meets the requirements of their job;
7. To identify employee strengths and areas for enhancement; and to
8. Assist employees with planning and implementing programs to meet improvement and/or career development needs.

Every effort shall be made to include substantiated information within an employee's performance evaluation.

An employee may appeal an annual performance feedback appraisal where it is believed that the overall rating or individual performance factor ratings do not represent a true evaluation of the employee's work performance during the appraisal period. The written appeal must contain the following information:

- The specific performance factor being contested;
- The rating the employee proposes for each factor being appealed;
- The specific facts to support each of the performance factors being appealed.

If the discussion with the immediate supervisor does not resolve the appeal to the satisfaction of the employee, the employee may then file a written request to meet with the Department Director.

Upon receipt of the written request, the Department Director shall meet with the employee within ten (10) working days or respond in writing to the employee. Should the Department Director fail to meet with the employee or

provide a written response, the employee's proposed change(s) to the written performance evaluation shall be deemed rejected and the evaluation will be considered final.

An employee may submit a written response to their evaluation that shall be placed in their personnel file with the evaluation.

I. Injury Illness and Prevention Program

The purpose of the City's Injury and Illness Prevention Program as contained in the Personnel Policy is to encourage employees to report unsafe conditions with accordance that City Management will take appropriate action(s). In correcting such conditions, the City displays a commitment to the safety and health of its employees.

The person responsible and with authority to manage the City's Injury/Illness Prevention Program will be the City Manager.

The safety and Health Compliance Committee shall be composed of the following:

One Member – Administration

One Member – Police Association

One Member – Public Works Department

The committee shall meet on a monthly basis and not less than on a quarterly basis with the City Manager.

Article XII. Grievance Procedure

Grievance Defined

Grievance is defined as a complaint by an employee or a group of employees based on alleged violation, misinterpretation or unequal application of the provisions this Memorandum of Understanding by an employee or group of employees adversely affected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure Contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensations or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;

- C. The exercise of any City rights as specifies in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

No employee or group of employees may refuse to follow direction pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this contract. Compliance with such directives will not in any way prejudice the employee's rights to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Nothing in this Article or elsewhere in this agreement shall be construed to permit the Union to process a grievance on behalf of an employee without his consent.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. If an employee desires Union representation in presenting a written grievance, he/she shall not be required to discuss the written grievance, if a Union representative is not present. Nothing in this section shall be construed to prevent any employee from presenting, at any time; his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. The City will notify the Union of grievances that have been adjusted without Union representation and results thereof.

Limited Grievance Procedure Application

An employee shall be entitled to file a grievance which alleges that the City has failed to provide a specific condition of employment which is established by the Personnel Policies provided that the enjoyment of such right is not made subject to the discretion of the department head or the City, and provided further that the condition of employment which is the subject matter of grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing or email.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limit specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

One steward or one Union officer shall be allowed reasonable time off without loss of pay during his regular shift hours or investigating, presenting, and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the Union representative shall in no way interrupt the normal functioning of the department. The Union agrees to guard against the use of excessive time or such activities which are authorized by this Agreement.

The City and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at time create delays and necessitate postponements which will automatically extend the time limits or the duration of the postponement. The steward will provide advance notice to supervision to allow planning arrangements to enable the representative time to investigative activity. When a steward desires to contact an employee who has a complaint, he/she shall first obtain oral permission from his supervisor and the aggrieved employee's supervisor. If permission must be denied at that particular time, the steward will be informed of the reason for the denial and when he/she can reasonably expect to contact the employee concerned. The steward will notify his supervisor upon his return to work.

A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. Time limits at any steps of the procedure may be extended by written mutual consent of the parties.

Grievance Procedure Steps

Step 1 – Discussion with Immediate Supervisor

The grievant shall first discuss the grievance with his/her immediate supervisor, or in his/her absence, the supervisor's designee. The Union or grievant will present the grievance in writing to the employee's immediate supervisor and/or division head (where applicable and determined by the department director) and a copy to the City Manager. The discussion shall be held within fifteen (15) working days of the action

causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. Where mutually agreed by the City and the Union, grievances involving more than one grievant may be filed directly at Step 2.

Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond to the grievant in writing within five (5) working days of the informal discussion between the grievant and supervisor.

Step 2 – Department Director

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the union representative shall submit the grievance in writing to the department head within ten (10) working days after receipt of the immediate supervisor's verbal responses. One (1) copy of the grievance shall be filed with the City Manager. Such written grievance shall:
1. Fully describe the grievance and how the employee(s) was/were adversely affected;
 2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
 3. Indicate the date(s) of the incident(s) grieved;
 4. Specify the remedy or solution to the grievance sought by the employee(s)
 5. Identify the grievant and be signed by the grievant and/or the union representative;
 6. Identify the person, if any, chosen by the grievant to be his/her representative.
- B. No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the City and the grievant. The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative with three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 3 – City Manager

- A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the City Manager, or his/her designee within ten (10) working days from the receipt of the department heads or his/her designee's written decision. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.
- B. The City Manager or his/her designee shall hold a meeting with the grievant within seven (15) working days of the receipt of the appeal.
- C. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to expedited arbitration, as determined by the Union or the City. If an appeal for arbitration is not filed within fifteen (15) working days from the days of Step 4 answer, the grievance shall be considered settled on the basis of the Step 3 answer by the City Manager.

The City Manager or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

Step 4 – Expedited Arbitration (Pilot Program)

The City and the Union (collectively, "the Parties") agree to participate in a pilot program or an expedited arbitration process. The pilot program shall terminate with the expiration of the MOU, unless extended by mutual agreement.

- A. The grievance/disciplinary appeals to be referred to this process shall be determined by mutual agreement only. The Parties agree that this process shall be reserved for those cases of limited scope and limited impact.
- B. The arbitrator shall be mutually selected by the Parties. If the Parties cannot agree upon an arbitrator, the Parties shall request the State Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. Any fee for the list will be shared equally by the Parties. The Parties shall alternately strike names until one (1) arbitrator remains.

PROCEDURES

The expedited arbitration hearing shall be conducted according to the following procedures, and the arbitrator will be responsible for enforcing them:

1. The agenda of grievances/disciplinary appeals to be heard by the arbitrator shall be determined by mutual agreement of the Parties in advance of the hearing. On the day of the hearing, the arbitrator will hear and decide as many grievances/disciplinary appeals on the agenda as can be reasonably presented in a normal work day.

2. Prior to the hearing, the Parties must mutually agree to a statement of each issue that will be decided by the arbitrator, or the case will not proceed through this process.
3. The grievant/appellant and his/her union steward will attend the hearing, and will not incur any loss of wages for attending.
4. Informal rules of evidence, with Parties stipulating to admission of three (3) exhibits from each side [a single "exhibit" may include or consist of multiple attachments, if the original did, or a series of copies reflecting the exhaustion of a remedy, e.g., a grievance from, plus Step 2 and 3 response letters, and an appeal letters].
5. Each part shall have one official representative, who shall not be an attorney, to give the opening and closing statements, and request a "point of order" if necessary. A "point of order" may be requested on occasion to clarify procedure, or to refresh a witness' memory. Each party may give short opening and closing statements (not to exceed 5 minutes for each).
6. One witness shall be allowed to testify for each party, limiting the presentation to 15-20 minutes for each side (not including response to the arbitrator's question). No direct or cross-examination will be permitted, but the arbitrator may ask questions at any time.
7. After each side has "rested" (i.e. concluded its presentation), the arbitrator shall be given time for deliberation and a closer reading of the exhibits, for approximately 20 minutes. The arbitrator will then announce a bench decision, with any qualifications or explanations. Each party's representative may ask up to two (2) short, follow-up questions to understand the arbitrator's rationale for the decision. Then the room will promptly cleared in preparation for the next hearing.
8. The bench decision of the arbitrator shall be final and binding, but shall have no precedential value whatsoever. At the request of either party, the arbitrator may provide a one (1) page written decision within 30 days of the hearing.
9. There shall be no stenographic record, transcripts or recording of the hearing.
10. Pre and post hearing briefs are not allowed.
11. The arbitrator shall have not authority to add to, delete, or alter any provisions of the MOU or any supplementary agreements thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
12. The arbitrator's fee will be evenly split between the Parties.

Step 5 – Arbitration

After receipt of the appeal to arbitration, the parties shall meet to select an arbitrator. If no agreement can be reached, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators. Each party shall have the right to unilaterally reject one list of arbitrators. Thereafter a list may only be rejected by mutual consent of the parties. Both the City and the Union shall have the right to strike two (2) names from the panel. The parties shall meet and alternately cross out name son the list. Lot chance shall determine who shall cross out first. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) working days by a joint letter from the City and the Union requesting that he set a time and place subject to the availability of the City and Union representative.

- A. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- B. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms or a collective bargaining Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- C. The arbitrator shall be requested to render his decision as quickly as possible.
- D. The arbitrator's decision shall be binding for the life of the Agreement. Neither the City nor the Union will be permitted to introduce any grounds or evidence to the arbitrator which was not previously disclosed to the other party.
- E. Should either party request a transcript of the proceedings, that party shall bear the full cost of the transcripts. If the arbitrator requests a copy, the costs shall be shared equally.
- F. The arbitrator's fee and expenses shall be shared equally by the City and Union.
- G. Each party shall bear the full cost of its legal representation at all levels of the grievance procedure. The City shall not pay any off-duty City employee covered by this Agreement for time spent in attendance at the arbitration hearing on behalf of the Union or grievant.
- H. In case of a grievance involving any continuing or other money claim against the employer, no award shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall be submitted in writing.
- I. In settlement of any grievance resulting in retroactive adjustment of pay and/or benefits, such adjustment shall be limited to a nine month period beginning with the date of the issuance of the appeal of arbitration.

Notice of Meetings

The city shall be responsible for giving notice of meetings and conferences to all parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

Representation

1. The employee has the right to the assistance of one recognized Union Steward or union staff representative of the Union in the preparation and/or presentation of his/her grievance in Step 1 through 3 of this procedure.
2. An employee is also entitled to represent him/herself individual at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement.

Only the Union may file for arbitration of a grievance.

1. A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement or the parties.
2. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such meeting.
3. The grievant(s) shall be allowed reasonable time to meet with a designated representative before and after a grievance meeting.

Grievance Withdrawal

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last took action on the grievance, with a copy to the Human Resources Division.

Grievance Resolution

If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

Consolidation

The City may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

The Union may file group grievances at the second step of the grievance procedure within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant by listing each person who claims to be adversely affected and all other data required in this article.

If the grievant involves multiple employees within the same unit/department with the same supervisor, the grievance shall start at step one (1).

Processing Grievances

The grievant and union representative (Steward) shall be granted reasonable time off without pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling, subject to the following:

- A. The grievant shall not suffer any loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- B. In no event shall a grievant be represented by more than one City employee at the grievance hearings. The Union may have an additional Steward in training present.
- C. Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

XIII. Disciplinary Procedure

The purpose of discipline is to improve employee performance. It is the policy of the city that discipline should be characterized as corrective rather than punitive. Accordingly, any necessary discipline shall be approached positively and in a spirit of fairness and equal treatment. Disciplinary actions should be utilized as an element of an overall program to educate employees and promote proper employee conduct. When circumstances permit, Department Directors are encouraged to pursue a philosophy of "progressive discipline" by administering and gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of progressive discipline, from the written reprimand through dismissal, shall be consistent from division to division and shall follow a logical series of progressive steps, each step documented by supervisor's notes in an employee's personnel. Although internal consistency in administering discipline is desirable, numerous factors should be considered in determining the appropriate level of discipline to be assessed at each successive step. Some of the factors involved included, but are not limited to, the

employee's length of service, time interval between offenses, effectiveness of prior disciplinary actions, willingness to improve, overall work performance, job attitude, and disciplinary actions previously administered to other comparable employees for similar offenses. A repetition of the same offense or other serious offenses indicates that more severe disciplinary measures should be considered. This disciplinary action should reflect the totality of violations in considering the appropriate extent or degree of disciplinary action.

When imposing disciplinary measures on a current charge, supervisors will not take into consideration prior infractions of the City or departmental rules and regulations which occurred more than two years previously. The City has further stipulated that certain offenses are of such a serious nature that immediate discharge upon first offense is applicable.

The City Manager or his/her designee may take disciplinary action against any employee in the service of the City provided that the rules and regulations prescribed herein are followed and that any permanent employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. All employees involved in an administrative investigation, whether as the accused or as a witness, have an obligation to be honest and truthful. Refusal to cooperate fully in any administrative and/or non-criminal work related investigation is a violation of City personnel standards. An employee has the right to Union representation in investigatory interviews where a supervisor or management official asks those questions about a matter that the employee believes could lead toward disciplinary action. An investigatory interview occurs when a supervisor questions an employee to obtain information that could be used as a basis for discipline or asks an employee to defend his or her conduct. Employees do not have the right to union representation if the meeting is only to tell them about discipline that has already been decided or to give other direction. As used in this section, "disciplinary action" shall mean written reprimand, suspension, disciplinary demotion, involuntary leave, and dismissal.

- A. Progressive Discipline** - If it is necessary to take corrective action in regard to an employee's performance or conduct, the City agrees to use progressive discipline and to work with Union to develop a specific code of conduct. Constructive efforts will be made by management toward helping employees fully achieve satisfactory standards or conduct and job performance.
- B. Counseling and Guidance** – Counseling is not a form of discipline. In the event that employee's performance or conduct is unsatisfactory or needs improvement, verbal or written counseling shall be provided, which shall come from a supervisor or manager in the employee's chain of command. Counseling is separate from ongoing worksite dialogue and should address specific performance or conduct which, if not improved, may result in further disciplinary action. Documentation of such counseling shall be given to the employee at the time of the counseling. When appropriate, verbal counseling shall precede written counseling, which shall precede more serious disciplinary action. The

purpose of guidance and counseling is to encourage employees to improve their job performance, work habits, attitudes, or behavior. In issuing counseling and guidance, the employee's immediate supervisor shall identify and define the area in need of improvement and inform the employee how such improvement can be realistically achieved. A record of the discussion must be given to an employee in memo form. Such counseling and guidance is not to be constructed as a written reprimand nor will it be issued on a disciplinary form.

Notice of Proposed Disciplinary Action

In order to institute disciplinary action the employee's immediate supervisor or his/her designee shall serve notice of disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action a notice of disciplinary action (other than for written reprimands) shall be provided to the employee, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the union office at 334 Monterey Street Salinas, CA 93901

The employee has the right to the assistance of a union steward in addition to a staff representative of the Union in the preparation of his/her response to the notice of disciplinary action. Preparation of a response to the proposed disciplinary action shall not be done while on duty nor in a manner which promotes a hostile work environment for other employees.

Notice of Implementation of Discipline

In order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be provided to the employee, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D of above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action. City employees are expected to abide by, and may be disciplined for violation of either City or departmental rules and regulations. Recognizing that each instance of misconduct differs in many respects from somewhat similar actions, the city retains the right to treat each occurrence on an individual basis without creating a precedent for other cases which may arise in the future. Examples given in any rules do not limit the generality of the rules. The Union and the City agree the Code of Conduct jointed development will provide recommended progressive penalties to apply for specific offenses; however, the recommended penalties may be modified by management including a lesser or more severe penalty when extenuating circumstances are found. The City Manager shall appoint and, when deemed necessary for the good of the City shall suspend or remove any City employee.

Written Reprimand

An appointing authority or his/her designee may reprimand an employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. Supervisors shall inform employees promptly and specifically whenever their performance, attitude, work habits, or personal conduct, at any time, falls below a desirable level. In situations where guidance and counseling has not resulted in the expected improvement, or when an employee commits an offense requiring formal supervisory acknowledgement, an employee Disciplinary Action must form must be issued specifically defining the nature of the infraction under the Code of Conduct. The information should include a complete description of the incident of misconduct and refer to specific time, dates, locations, personnel involved, and rules violated. A copy of notice of the reprimand shall be given to the Human Resources for inclusion in the employee's personnel file, and shall be subject to limited appeal. The employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority or his/her designee. The appointing authority or his/her designee may correct the notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

The Performance Improvement Plan is intended to give the employee an opportunity to improve performance, and shall be in effect for a specified period of time, from one week to six months, but not to exceed six (6) months for each such instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, disciplinary action may be taken.

Suspension

The City Manager may suspend an employee without pay. Documents related to a suspension become part of the employee's permanent work record. An employee subject to suspension will receive prior written notice and the right to appeal any suspension. Suspensions shall be issued on a consecutive work day basis. Suspension for two or more offenses must be cumulative and cannot be served concurrently.

Administrative Leave

The City Manager may place an employee on administrative leave from his/her position at any time for reasons of investigation for disciplinary action. Such administrative leave shall be with pay. Written notice of such administrative leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such administrative leave is not a disciplinary action shall not be subject to appeal.

Demotion

The City Manager may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

Dismissal

The continued tenure of each employee who has permanent status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

Absence without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Nothing herein shall preclude the City from disciplining an employee for cause which consists of a course of conduct or history of performance.

Only full time employees, who are not on probation, shall have the right to appeal from disciplinary actions

In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. The designation of appeal procedure at the

time of filing shall constitute a binding election of that appeals procedure and an irrevocable waiver and forfeiture of any and all rights of appeal procedure.

The written notice of appeal must:

- A. State the basis of the appeal.
- B. Be filed with the City's Human Resources designated office.
- C. Indicate which of the available appeal procedures the appeal is being filed.
Appeals to arbitration shall only be filed by the Union

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the City and the Union shall agree upon an arbitration hearing date. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of arbitrators from the California State Mediation and Conciliation Service. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

Processing Disciplinary Appeals

An employee acting in the capacity of union representative (**Steward**) shall be granted reasonable time off, no more than six (6) hours per month, with pay from regularly scheduled duty hours when:

1. Formally meeting and conferring with representatives of the City on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed against the City or by the City against the Union.
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

- a. The Union shall provide reasonable notification to the City requesting a leave of absence without loss of compensation.
- b. For the purposes of this section, "designated representative" means an officer of the employee organization or a member serving in proxy of the employee organization.

If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of his/her testimony. Under the provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is grievant or subpoenaed by the grievant against the City shall be compensated under this section.

Arbitration proceedings will be held on City property, as mutually agreed.

Personnel Records

Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. When any comment adverse to an employee's interest is entered into his/her official personnel record, the employee shall have the opportunity to read the adverse entry and provide a written response for inclusion in the record.

An employee, or representative of the Union, with prior written consent of the employee may, upon written request inspect and/or obtain a copy of any document within the employee's file during regular business hours.

Any disciplinary and/or adverse records within an employee's personnel file shall cease to be considered for purposes of progressive discipline after two (2) years. At the request of the employee, materials relating to disciplinary actions which are two (2) or more years old shall be removed provided there has been no reoccurrence of the conduct on which the original discipline was based. Performance evaluations shall be excluded from this provision.

Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personnel file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed, provided there has been no recurrence of the conduct on which the discipline was based.

Article XIV. Term

The term of this Memorandum of Understanding shall commence from July 1, 2015 to June 30, 2018 when said Memorandum shall expire and be of no further force or effect.

Article XV. Separability

If any article or section of this Memorandum of Understanding should be found invalid unlawful, or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

FULL UNDERSTANDING MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding, agreements or past practice by the parties, whether formal or informal, in writing or verbal, regarding any such matters hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without charge unless modified subject to the meet and confer process.

The City assures the Union that unless changes are warranted by operational or financial necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and contained in this Memorandum.

Except as specifically prodded herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Manager, or if appropriate, the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its term and provisions.

If, during the term of this Agreement, and impasse is reached during the course of negotiations over wages, hours, or other terms and conditions of employment and the Union may request that the disputed differences be submitted to a fact finding panel. At the end of the fact finding process, the City may impose its last, best, and final offer but only after holding a public hearing.

Date: _____

Date: _____

SERVICE EMPLOYEE'S
INTERNATIONAL UNION
LOCAL 521

CITY OF GREENFIELD

Mark Weirick Internal Organizer

Susan A. Stanton, ICMA-CM
City Manager

Leopoldo Trujillo,
Bargaining Team Member

Ann F. Rathbun, City Clerk

Desiree Gomez
Bargaining Team Member

Nina Aguayo
Human Resource Manager

Jeri L. Corgill, MPP
Administrative Service Director

Arturo Felix
PW Utilities Manager

Appendix A

Recognized Employee Classifications

Pursuant to Sections 3500-3510 of the Government Code and City Resolution #74-44, the City certifies the Union as the recognized employee organization for a unit consisting of the following classifications:

- Customer Services Assistant
- Finance Technician
- Mechanic, Mechanic Assistant
- Office/Planning Technician
- Police Services Technician I, II
- Public Works Crew Leader
- Public Works Maintenance Worker
- Public Works Office Specialist
- Utility Maintenance Worker
- Water Technician

Appendix B

FY 2016 Salary Schedule*

<u>SEIU Position</u>	MONTHLY		ANNUAL	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	2,808	3,583	33,694	42,994
Office/Planning Technician	3,176	4,055	38,115	48,658
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,338	4,260	40,051	51,117
Public Works Parks Maintenance Worker	3,338	4,260	40,051	51,117
Public Works Service Worker I	3,338	4,260	40,051	51,117
Public Works Service Worker II	3,906	4,408	46,870	52,896
Public Works Service Worker III	4,178	4,585	50,140	55,014
Public Works Service Worker IV	4,542	4,813	54,500	57,761
Finance Technician	3,595	4,587	43,138	55,041
Mechanic				

*Includes a wage adjustment of 7% for PERS offset and a 2% wage increase

Appendix C

FY 2017 Salary Schedule*

<u>SEIU Position</u>	<u>Monthly Minimum</u>	<u>Monthly Maximum</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Services Assistant	2,892	3,690	34,705	44,284
Office/Planning Technician	3,272	4,176	39,259	50,117
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,438	4,388	41,252	52,650
Public Works Parks Maintenance Worker	3,438	4,388	41,252	52,650
Public Works Service Worker I	3,438	4,388	41,252	52,650
Public Works Service Worker II	4,023	4,540	48,276	54,482
Public Works Service Worker III	4,304	4,722	51,644	56,665
Public Works Service Worker IV	4,678	4,958	56,135	59,494
Finance Technician	3,703	4,724	44,432	56,692

*Includes a 3% wage increase effective July 1, 2017

Appendix D

FY 2018 Salary Schedule*

<u>SEIU Position</u>	MONTHLY		ANNUAL	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	3,008	3,838	36,093	46,055
Office/Planning Technician	3,402	4,344	40,829	52,122
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,575	4,563	42,903	54,756
Public Works Parks				
Maintenance Worker	3,575	4,563	42,903	54,756
Public Works Service Worker I	3,575	4,563	42,903	54,756
Public Works Service Worker II	4,184	4,722	50,207	56,662
Public Works Service Worker III	4,476	4,911	53,710	58,932
Public Works Service Worker IV	4,865	5,156	58,380	61,874
Finance Technician	3,851	4,913	46,209	58,960

**Includes a 4% wage increase effective July 1, 2018

Appendix E

**Public Works Service Worker
Pay for Performance**

	FY 2015-16		FY 2016-17		FY 2017-18	
	Min	Max	Min	Max	Min	Max
Public Works Service Worker I	3,338	4,260	3,438	4,388	3,575	4,563
Heavy Equipment Operation Lift Operator Class B Driver's License Flagg Safety Confined Space						
Public Works Service Worker II	3,906	4,408	4,023	4,540	4,184	4,722
Career Tract A: Water Distribution 1 Back Flow Certification Qualified Applicator Certified						
Career Tract B: Wastewater Operator In Training Wastewater Collection 1 Qualified Applicator Certified						
Public Works Service Worker III	4,178	4,585	4,304	4,722	4,476	4,911
Water Distribution 2 Water Treatment 1 Wastewater Treatment 1 Wastewater Collection 2						
Public Works Service Worker IV	4,542	4,813	4,678	4,958	4,865	5,156
Water Distribution 3 Water Treatment 2 Wastewater Treatment 2 Wastewater Collection 3 Cross Connection						

Appendix F

PAY FOR PERFORMANCE TESTING AND CERTIFICATION REQUIREMENTS

PW Service Worker I	PW Service Worker II	PW Service Worker III	PW Service Worker IV
Minimum Requirements	WATER DISTRIBUTION - 1	WATER DISTRIBUTION - 2	WATER DISTRIBUTION - 3
Heavy Equipment Operator, Lift Operator, Class B Driver License, Flag Safety and Confined Space Training	HIGH SCHOOL OR GED	HIGH SCHOOL OR GED AND COMPLETION OF FUNDAMENTS OF WATER SUPPLY	POSSESAION OF WATER DISTRIBUTION 2 FOR TWO YEARS AND COMPLETION OF CLASS: 1) WATER DISTRIBUTION AND 2) SMALL WATER SYSTEMS
	CWEA WATEWATER COLLECTION -1	CWEA WASTEWATER COLLECTION-2	CWEA WASTEWATER COLLECTION -3
	LEAST ONE YEAR WORKING AS A COLLECTION SYSTEM MAINTENANCE (TECHNOLOGIST)	HOLD GRADE 1 COLLECTION SYSTEM MAINTENANCE I CERTIFICATE FOR ONE YEAR AND TWO YEARS OF COLLECTION SYSTEM MAINTANCE	HOLD GRADE 2 COLLECTION SYSTEM MAINTENANCE CERTIFICATE FOR ONE YEAR
	QUALIFIED APPLICATOR CERTIFIED		
	APPLY and PASS TEST administered by State of Cal. Department of Pesticide		
	CLASS A	WATER TREATMENT- 1	WATER TREATMENT- 3
	160 HOUR/ Driver Training COURSE HANDS ON TEST AND WRITTEN TEST DMV	HIGH SCHOOL OR GED REQUIRED TO APPLY FOR TEST	HIGH SCHOOL OR GED AND ONE CLASS: WATER TREATMENT PLANT OPEATOR
	GENERAL BACKFLOW TESTER		CROSS CONNECTION
	40 Class: General Backflow Tester PLUS PRACTICAL HANDS ON TEST AND WRITTEN TEST		PASS TEST "CROSS CONNECTION CONTROL SPECIALIST PLUS THREE YEARS BACKFLOW TESTER CERTIFICATE
	WASTEWATER OIT	WASTEWATER- 1	WASTEWATER- 2
	An average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less than 1,800 hours per year performing duties defined as qualifying experience	MUST HAVE COMPLETED THE WASTEWATER OPERATOR IN TRAINING REQUIREMENTS	An average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less the 1,800 hours per year performing duties defined as qualifying experience
	HIGH SCHOOL OR GED AND WASTEWATER PLANT OPERATOR I		
18 Months in Grade	MINIMUM 2 YEARS AS A GRADE PW-TRAINEE	MINIMUM 2 YEARS AS A GRADE PW-II	MINIMUM 3 YEARS AS A GRADE PW III



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 5, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: GREENFIELD POLICE OFFICERS ASSOCIATION MOU

BACKGROUND:

The Greenfield Police Officers Associations and the Greenfield Police Supervisors Association met with the City over four months to negotiate a two year collective bargaining agreement. Both sides felt the operational terms of the collective bargaining agreement were functioning properly and were not in need of any revision or modifications. Instead, the exclusive time and energy from both team focused on dealing with the economic provisions of the agreement.

Effective with the signing of the Memorandum of Understanding by the City and the Association, the City will establish a new Merit Based Salary Step Plan for Officer (Attachment #A).

Merit Based Salary Step Plan: Sworn Employees

The proposed agreement provides for the implementation of this Merit Based Salary Step Plan effective November 15, 2015 subject to passage of City of Greenfield Measure X and Measure W on November 3, 2015 and the following provisions:

- Each sworn employee will receive a one-time salary equity adjustment developed in consultation with the Union and based on years of service.
- Sworn employees will receive an annual step increase on their respective Anniversary employment date subject to a satisfactory performance evaluation review.

- New sworn employees will generally start their employment at Step 1 unless the Police Chief determines that a new employee's job experience and education justify beginning that employee at a higher Step. This determination is based solely on the judgement of the Police Chief in consultation with the City Manager.

If Measure X and Measure W had not been approved by Greenfield on November 3, 2015, the proposed step plan would not have been implemented and the City would have provided the following salary adjustments:

- For FY 2015-16, employees shall receive a 2% increase in their base salaries effective with the Union and City approval of this MOU. Employees will receive a one-time retroactive lump sum payment of the wage increase for 50% of time effective July 1, 2015. The one if the Union and City had been able to complete negotiations prior the expiration of the current MOU.
- For FY 2016-2017, employees shall receive a 3% increase in their base salary effective July 1, 2016.

Service Weapon Purchase: The proposed agreement provides that any member who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacture, model and cost of the weapon. Based on the availability of funds and the discretion of the Chief, the City will purchase the weapon on behalf of the member subject to the following provisions:

1. Member agrees to a loan repayment of no less than \$50.00 per pay check
2. Loan repayment must be complete by the end of the fiscal year
3. The member agrees to pay any outstanding loan value prior to terminating their employment with the City prior to the end of the fiscal year.

Employee's Portion of P.E.R.S.

The proposed agreement does not impact the current retirement benefit members receive for their retirement however, it does include new preferred language to clarify the different benefit factor for members employed after to January 1, 2013. In accordance with the California Public Employees' Reform Act of 2013, the City will continue to maintain two contribution tiers for employee pension contribution:

- **First Level Police Pension Benefits:** For members employed by the City prior to January 1, 2013 the pension benefit formula is 2% @ 50. Member contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their member contribution as set forth by PERS during the term of this agreement.
- **PEPRA New Member:** For member employed by the City after to January 1, 2013 but not an active plan participant for six months prior to their employment with a PERS agency, the pension benefit formula is 2.7% @ 57. The City will contribute the rate

prescribed by PERS in addition to the City's contribution and member shall contribute 50% of the total PERS annual rate for total wages currently 11.5%.

Health, Vision and Dental Insurance: Like in past years, the City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the schedule shown in Appendix D for FY 2015-16 and FY 2016-17. The total estimated cost for health insurance for GPSA members in FY 2015 is 76,000. The agreement provides for a maximum increase in City health cost to nine percent for each succeeding fiscal years. The new price structure for health insurance is based on the actual age of a member and their dependents. Actual employee cost for family health insurance in FY 2016 may be great than it was in FY 2015 contingent on the number and age of an employee's dependents. The City has no control over plan pricing which is set by Anthem BC

BUDGET AND FINANCIAL IMPACT:

With the proposed agreement, the base salary for new Officers will be increased from \$52,436 per year to \$62,440 per year. Officers will have a twelve step salary plan and will have a top salary \$86,425 per year. The first year total cost for implementing the new step plan for GPOA members is estimated at \$102,773.

REVIEWED AND RECOMMENDED:

Chief Fresé and the City Manager jointly served as the City's negotiating team and recommend the approval of the agreement. Special recognition is extended to the negotiating team from the Police Department which consisted of Officer Arnulfo Trevino, Sergeant Mike Rice, and David Cariaga with the Operating Engineers Local Union No. 3 for the professionalism and commitment they each displayed in developing a responsive agreement that would both benefit the members of the Police Department and produce an agreement that was responsive to the financial resources of the city. Both sides approached the collective bargaining process with shared teamwork and constructivism that is often not displayed in typical city/union bargaining

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION #2015-72 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2015 BETWEEN THE CITY OF GREENFIELD AND THE GREENFIELD POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2018

Greenfield Police Supervisors" Association Salary Schedule

Appendix A

Police Officers

1	2	3	4	5	6	7	8	9	10	11	12
30.0	30.9	31.85	32.80	33.79	34.80	35.85	36.92	38.03	39.17	40.34	41.55

RESOLUTION #2015-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED OCTOBER 15, 2015 BETWEEN THE CITY OF GREENFIELD AND THE GREENFIELD POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2017

WHEREAS, the Greenfield Police Officers' Association has met and conferred in good faith with the City of Greenfield; and

WHEREAS, the Greenfield Police Officers' Association and the City of Greenfield have agreed on a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenfield approves the Greenfield Police Officers' Association Memorandum of Understanding attached as Exhibit "A";

PASSED AND ADOPTED by the City Council of the City of Greenfield at a meeting duly held on the 10th day of November, 2015, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**Greenfield Police Officers'
Association**

October 15, 2015

Article I. Preamble

This Memorandum of Understanding is entered into by the City of Greenfield, hereinafter referred to as the City, and the Greenfield Police Officers' Association, hereinafter referred to as the Association. This Memorandum of Understanding is subject to Section 3500-3510 of the Government Code of the State of California, otherwise known as the Meyer-Milas-Brown Act and Resolution # 74-44 of the City of Greenfield as presently written or modified.

Article II. No Discrimination

The City and the Association will cooperate in pursuing the policy of no discrimination pursuant to Federal and State Law. The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Association.

Article III. Recognition

Pursuant to Sections 3500-3510 of the Government Code and City Resolution # 74-44, the City certifies the Association as the recognized employee organization for a unit consisting of the classifications of Police Officer I, II, III, and Detective I, II, III hereinafter referred to as Officers. Classifications excluded from the Association shall be temporary employees, part-time employees, and student help. Classifications in the bargaining unit are as follows: Police Officer and Detective.

Article IV. Prevailing Rights

The City agrees that any written right or working condition shall remain in full force and in effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The articles included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Association on all matters within the scope of representation for the period stated in Article XI.

Article V. City Rights

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards;

Set standards and levels of service;

Determine the procedures and standards of selection of employment, promotions and the extension of probation;

Direct its employees;

Establish and enforce dress and grooming standards;

Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;

Maintain the efficiency of government operation;

Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;

Determine the content and intent of job classifications;

Determine methods of financing;

Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;

Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

Determine and change the number of locations and types of operations, processes, any materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City;

To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

Establish and modify productivity and performance programs and standards;

Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;

Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;

Final appeal of any disciplinary action, short of termination, shall be with the City Manager.

Article VI. Salary

Effective with the signing of the Memorandum of Understanding by the City and the Association, the City will establish a new Merit Based Salary Step Plan for Police Officers (Attachment #1).

The implementation of this Merit Based Salary Step Plan will be effective November 15, 2015 subject to passage of City of Greenfield Measure X and Measure W on November 3, 2015 and the following provisions:

1. Each employee will receive a one-time salary equity adjustment as shown on the Step Plan in Appendix A. Individual salary equity adjustments were developed in consultation with the Union and based on years of service.
2. Employees will receive an annual step increase on their respective Anniversary employment date subject to a satisfactory performance evaluation review.
3. New employees will generally start their employment at Step 1 unless the Police Chief determines that a new employee's job experience and education justify beginning that employee at a higher Step. This determination is based solely on the judgement of the Police Chief in consultation with the City Manager.

In the event that Measure X and Measure W do not pass, the City shall provide the following salary adjustments:

- A. For FY 2015-16, employees shall receive a 2% increase in their base salaries effective with the Union and City approval of this MOU. Employees will receive a one-time retroactive lump sum payment of the wage increase for 50% of time effective July 1, 2015. The one if the Union and City had been able to complete negotiations prior the expiration of the current MOU.
- B. For FY 2016-2017, employees shall receive a 3% increase in their base salary effective July 1, 2016.

Education / Tuition Incentive

The City will provide, to qualified Association members, education incentive pay of two and a half percent (2 ½%) for POST Intermediate Certificate and two and a half percent (2 ½%) for POST Advanced Certificate. City will reimburse employee for \$1,000 per year for authorized and accredited educational classes.

Spanish Incentive Pay

Officers who pass a test and who can demonstrate to the satisfaction of the Chief of Police and the City Manager, their ability to speak Spanish, shall receive additional pay of two and a half percent (2 ½%) above their basic salary. Only employees who successfully pass a certification assessment jointly established by the City and the Union which indicates sufficient competency as a qualified bilingual speaker in both languages are eligible to receive this payment. Employees who are able to competently speak conversation Spanish will be paid \$75.00 per month.

Overtime Pay

All approved overtime in excess of the standard 80 hour work period shall be compensated at one and one half (1½%) of the officer's hourly rate of pay.

Compensatory Time

Consistent with Article V, subsection (n) and in lieu of overtime pay, an officer may elect to take compensatory time off (comp-time) in an amount to the rate of overtime earned. An

officer may accumulate up to eighty 80 hours of compensatory time. An annual one-time payment for Compensatory Time may be requested by the employee on or before November 15 of each year and paid by the City by December 1st. The maximum one-time compensatory payment in any year shall be 20 hours per year, unless otherwise approved by the City Manager.

Court Pay

For required court appearances when not on duty, each officer shall earn court pay based on the officer's regular rate of pay with a three (3) hour minimum.

However, when an officer's court appearance overlaps with normal on-duty hours, compensation will be compensated solely at the officer's regular rate of pay.

Off-duty hours actually worked above the three (3) hour minimum will be paid subject to the provisions of Article VI, Salary, Section C, and overtime of this MOU.

Call-Back Pay

If a supervisor calls an off-duty officer to report for duty other than for a court appearance, the officer shall be compensated for a minimum of two (2) hours.

Specialty Pay

Specialty pay shall be five percent (5%) of base salary for a maximum of ten percent (10%) per assignment. The assignment shall be requested and assigned by the Chief of Police. The following are considered specialty pay:

- Canine Officer
- Field Training Officer
- Traffic Officer
- School Resource Officer
- Violence/Gang Suppression Unit Crime
- Scene Investigation (CSI)
- Special Weapons and Tactics
- Detective

Special assignment shall be subject to the discretion of the Police Chief and shall only be in duration dictated by the operational need of the department.

Lateral Transfer-Vacation Accrual

Lateral transfers shall accrue vacation time at the combined time in grade of previous and current California employment. This shall not exceed a rate of ten (10) years of service. All current members who meet this requirement will have their vacation accrual rate so adjusted.

Health Club Membership

The City will reimburse members of this association up to \$25.00 per month for a health club membership upon submittal of receipts which will be paid quarterly.

J. Service Weapon Purchase:

Any member who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacture, model and cost of the weapon. Based on the availability of funds and the discretion of the Chief, the City will purchase the weapon on behalf of the member subject to the following provisions:

1. Member agrees to a loan repayment of no less than \$50.00 per pay check
2. Loan repayment must be complete by the end of the fiscal year
3. The member agrees to pay any outstanding loan value prior to terminating their employment with the City prior to the end of the fiscal year.

Article VII. Benefits

Employee's Portion of P.E.R.S.

In accordance with the California Public Employees' Reform Act of 2013, the City has established two contribution tiers for employee pension contribution:

First Level Police Pension Benefits: For members employed by the City prior to January 1, 2013 the pension benefit formula is 2% @ 50. Member contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their member contribution as set forth by PERS during the term of this agreement..

PEPRA New Member: For member employed by the City after to January 1, 2013 but not an active plan participant for six months prior to their employment with a PERS agency, the pension benefit formula is 2.7% @ 57. The City will contribute the rate prescribed by PERS in addition to the City's contribution and member shall contribute 50% of the total PERS annual rate for total wages currently 11.5%.

In Exchange for First Level Employees paying their full member contribution, First Level Employee FY 2016 base rate of compensation shall be increased by 4%.

A. Health, Vision and Dental Insurance

The City will provide basic and major medical, vision and dental plan care for all employees and their dependents in accordance with the schedule shown in Appendix XX for FY 2015-16 and FY 2016-17 subject to the following provisions:

- a) Employees shall contribute \$135.00 per month toward medical coverage.
- b) Employees shall pay twenty-five percent (25%) of the premium cost for dependent care coverage.
- c) Dental insurance reimbursement will be annually capped not to exceed \$2,000.

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event

reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Article VII Section 4 regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

Health Insurance Review Committee: A Health Insurance Review Committee shall be comprised of representative from the City and duly designated bargaining units as follows:

1. GPOA/GPSA
2. City HR / Admin
3. SEIU Local 521

In the event the Health Insurance Review Committee recommends plan modification to the City and the Parties agree on the modifications, the parties (i.e. Union and City) will reopen this Article of this Agreement to allow implementation of the agreed upon modifications.

In the event that this committee is unable to agree to modifications nothing in this Article shall obligate the City to assume additional health care cost that exceed the total aggregate cost for current bargaining members as outlined on the FY 2016, 2017 and 2018 PPO Rate Conversion tables.

B. Life, Accidental Death and Dismemberment Insurance

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

C. Long Term Disability Insurance

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

D. Deferred Compensation

The City will match employee's deferred compensation contribution dollar for dollar, to a maximum of \$50.00 per month, for a total of no more than \$600.00 per year.

Article VIII Uniform Program

The City will provide, to all new officers, an initial issue as determined by the Chief of Police in order to assure a neat and uniform appearance for all uniformed officers.

In addition, for the first year of employment, the City will pay each probationary Police Officer the sum of twenty-five dollars (\$25.00) and Community Service Officer twelve dollars and fifty cents (\$12.50) per month, for uniform cleaning and maintenance.

City will replace said uniform issue, which has been damaged where the officer is on duty subject to the approval of the Chief of Police. If a Class A uniform is required by the City, the City shall pay for the initial issue.

Permanent Officers

The City will provide Association members, who have successfully completed probation, with an annual uniform clothing allowance of eight hundred and eighty dollars (\$880.00) and four hundred and forty dollars (\$440.00) for uniform cleaning and maintenance. The uniform allowance shall be paid in the sum of \$36.67 and \$18.33, respectively, each pay period.

City will replace said uniform issue which has been damaged while the officer is on duty subject to the approval of the Chief of Police. If a Class A uniform is required by the City, the City shall pay for the initial issue.

Article IX Holidays

The City shall provide thirteen (13) paid holidays and they are specified as follows:

- January 1st
- Martin Luther King Jr. Day (third Monday in January)
- President's Day: (third Monday in February)
- Cesar Chavez' Day: (last Monday in March)
- Memorial Day (last Monday in May)
- July 4th (fourth day in July)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving Day (third Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- Personal Holiday*

*Personal Holiday must be used during the calendar year; is equal to one work shift; has no cash value, and expires at the end of the year unless used.

Officers will be paid at their regular rate of pay for each of these holidays not taken.

Article X. Miscellaneous

Vacation and Sick Leave

A. Vacation Leave

The City agrees to allow employees to accumulate up to three (3) years of earned vacation time prior to requiring the use of vacation time. All employees are required to use 40 hours of vacation per year. The City agrees to allow employees the use of accrued unused vacation time at any time after the date of initial employment subject to the need of the City and approval by the Chief of Police.

1. For overtime purposes, the number of hours used by a member for vacation time

shall be considered as part of the basis 80 hour work period.

2. Each year an employee may request that the City purchase any accrued vacation over 80 hours. Any purchase of vacation hours shall be approved by the City Manager based on the availability of funds. Requests that the City purchase accrued vacation shall be made by November 15 and will be paid by December 1 of each year.
3. Each year by November 1, the Chief of Police shall post a vacation schedule round, each employee, in order of seniority, shall be entitled to select a single one- or two-week block from the weeks not previously selected by other employees on the vacation schedule calendar.
4. The City and Union will work cooperatively to develop a vacation scheduling process that allows employees to use vacation leave in increments of less than one week. Both the Union and City agree that vacation leave cannot compromise the operation of the department or result in excessive overtime cost.
5. Once all employees have had the opportunity to select in the first round, a second selection round shall take place in the same manner as the first. The selection process shall be completed by December 15 following the posting of the calendar. Use of any vacation not selected in the first or second selection rounds must be approved by the Chief of Police. If necessary, the Chief of Police may establish reasonable rules concerning the conduct of the vacation selection.
6. When bidding watch assignments/ days off and vacations, seniority will be used. Seniority is determined by the original date of hire as a full-time regular police officer for the City of Greenfield.
7. Request to trade vacation slots or to request a vacation period after the initial sign up, shall be subject to approval by the Chief of Police.

B. Sick Leave Cash Out

The City agrees to allow employees the use of accrued unused sick leave time at any time after the date of initial employment subject to provisions of the City of Greenfield's adopted Personnel Rules governing the use of sick leave.

The number of hours used by a member for sick leave shall be considered as part of the basis 80 hour work period.

Officer who retires and/ or resigns in good standing shall receive payment of accumulated sick leave as follows:

1. After five (5) years of continuous service and separation in good standing, ten percent (10%) of accumulated sick leave
2. After ten (10) years of continuous service and separation in good standing, twenty percent (20%) of accumulated sick leave
3. After fifteen (15) years of continuous service and separation in good standing,

- thirty percent (30%) of accumulated sick leave
4. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of accumulated sick leave.

Employees hired after January 1, 2000 may not accrue more than 1,000 hours of leave. Once this maximum accrual limit has been reached the officer will no longer be credited with additional sick leave hours.

C. Probationary Period

The City shall amend its Personnel Rule 8, Section 2 to read as follows:

Section 1: Probationary Period Regular Appointment

1. Association employees shall serve a 12 month probationary period. The Police Chief may recommend to the City Manager that a probationary employee be retained as a permanent employee prior to the completion of any probationary period.
2. Employees who are internally promoted shall serve a six month probation and be allowed to return their previous position if they do not successfully pass their probationary review.

D. Residency Requirement

Unless otherwise exempted by the City Manager, Police Officers shall reside within 60 air miles of the Greenfield Civic Center.

Section 2: Disaster Response

"All police officers must be available in disaster situations and shall respond to a disaster situation, pursuant to the requirements of Government Code Section 3100."

E. Drug Testing

The City shall reserve the right to administer random drug testing no more than four (4) times per year to all employees in this association.

Article XI. Term

The term of this Memorandum of Understanding shall commence on July 1, 2015 and shall expire on June 30, 2017. It is also agreed by both parties to initiate the subsequent meet and confer process in a timely manner exchanging written proposals at least 60 days prior to the termination of this Memorandum of Understanding.

Article XII. Re-Opener

The City and the Association agree that at such time as the City converts to a bi-weekly pay period, that both parties shall meet and confer upon the appropriate Fair Labor Standards Act (FLSA) rule applicable to the new work week for purposes of calculating overtime earned.

This re-opener *is* for the narrow and specific purpose of the pay period issue discussed in the previous paragraph and does not constitute a re-opener for any other purpose without mutual consent of both parties.

Article XIII. Savings Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by Judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of *this* Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within 30 days for the purpose of meeting and conferring upon said article or section.

Date: _____

Date: _____

GREENFIELD POLICE
OFFICERS' ASSOCIATION

CITY OF GREENFIELD

David Cariaga, Operating Engineers
Local Union No. 3

Susan A. Stanton, City Manager

Arnulfo Trevino, President

Adele Fresé, Police Chief

Michael Rice, Bargaining Team member

Appendix A
Salary Step Plan

Police Officers

1	2	3	4	5	6	7	8	9	10	11	12
30.02	30.92	31.85	32.80	33.79	34.80	35.85	36.92	38.03	39.17	40.34	41.55

Sergeants

1	2	3	4	5	6	7	8
43.64	44.95	46.30	47.69	49.12	50.59	52.11	53.67

Proposed Agreement



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 5, 2015

AGENDA DATE: November 10, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: GREENFIELD POLICE SUPERVISORS ASSOCIATION MOU

BACKGROUND:

The Greenfield Police Officers Associations and the Greenfield Police Supervisors Association met with the City over four months to negotiate a two year collective bargaining agreement. Both sides felt the operational terms of the collective bargaining agreement were functioning properly and were not in need of any revision or modifications. Instead, the exclusive time and energy from both team focused on dealing with the economic provisions of the agreement.

Effective with the signing of the Memorandum of Understanding by the City and the Association, the City will establish a new Merit Based Salary Step Plan for Sergeants (Attachment #A).

Merit Based Salary Step Plan: Sworn Employees

The proposed agreement provides for the implementation of this Merit Based Salary Step Plan effective November 15, 2015 subject to passage of City of Greenfield Measure X and Measure W on November 3, 2015 and the following provisions:

- Each sworn employee will receive a one-time salary equity adjustment developed in consultation with the Union and based on years of service.
- Sworn employees will receive an annual step increase on their respective Anniversary employment date subject to a satisfactory performance evaluation review.

- New sworn employees will generally start their employment at Step 1 unless the Police Chief determines that a new employee's job experience and education justify beginning that employee at a higher Step. This determination is based solely on the judgement of the Police Chief in consultation with the City Manager.

The proposed agreement also contains a provision for Non-Sworn Employee Salary Adjustments. Currently, there is only one non-sworn member in the Greenfield Police Supervisor Association who receives similar employment benefits comparable to other non-sworn staff members employed by the City of Greenfield. The proposed agreement for non-sworn employees provided the following salary adjustments

- For FY 2015-16, all non-sworn employees shall receive a 2% increase to their base salary effective July 1, 2015
- For FY 2016-17, all non-sworn employees shall receive a 3% increase to their base salary effective July 1, 2016

If Measure X and Measure W had not been approved by Greenfield on November 3, 2015, the proposed step plan would not have been implemented and the City would have provided the following salary adjustments:

- For FY 2015-16, employees shall receive a 2% increase in their base salaries effective with the Union and City approval of this MOU. Employees will receive a one-time retroactive lump sum payment of the wage increase for 50% of time effective July 1, 2015. The one if the Union and City had been able to complete negotiations prior the expiration of the current MOU.
- For FY 2016-2017, employees shall receive a 3% increase in their base salary effective July 1, 2016.

Service Weapon Purchase: The proposed agreement provides that any member who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacture, model and cost of the weapon. Based on the availability of funds and the discretion of the Chief, the City will purchase the weapon on behalf of the member subject to the following provisions:

1. Member agrees to a loan repayment of no less than \$50.00 per pay check
2. Loan repayment must be complete by the end of the fiscal year
3. The member agrees to pay any outstanding loan value prior to terminating their employment with the City prior to the end of the fiscal year.

Employee's Portion of P.E.R.S.

The proposed agreement does not impact the current retirement benefit members receive for their retirement however, it does include new preferred language to clarify the different benefit factor for members employed after to January 1, 2013. In accordance with the California Public

Employees' Reform Act of 2013, the City will continue to maintain two contribution tiers for employee pension contribution:

- **First Level Police Pension Benefits:** For members employed by the City prior to January 1, 2013 the pension benefit formula is 2% @ 50. Member contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their member contribution as set forth by PERS during the term of this agreement.
- **PEPRA New Member:** For member employed by the City after to January 1, 2013 but not an active plan participant for six months prior to their employment with a PERS agency, the pension benefit formula is 2.7% @ 57. The City will contribute the rate prescribed by PERS in addition to the City's contribution and member shall contribute 50% of the total PERS annual rate for total wages currently 11.5%.

Effective with the signing of this Agreement, the department's only non-sworn member of the bargaining unit shall pay their full employee PERS contribution in accordance with current pension requirements. However, to hold this employee harmless from the financial impact of this provision today, this employee shall receive a corresponding increase in their base salary to offset to the seven percent employee PERS contribution formerly paid by the City. Like the other employees in the City, any increases in employee contributions set by PERS after the passage of this agreement will not be offset by the City.

Health, Vision and Dental Insurance: Like in past years, the City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the schedule shown in Appendix D for FY 2015-16 and FY 2016-17. The total estimated cost for health insurance for GPSA members in FY 2015 is 21,000. The agreement provides for a maximum increase in City health cost to nine percent for each succeeding fiscal years. The new price structure for health insurance is based on the actual age of a member and their dependents. Actual employee cost for family health insurance in FY 2016 may be great than it was in FY 2015 contingent on the number and age of an employee's dependents. The City has no control over plan pricing which is set by Anthem BC

BUDGET AND FINANCIAL IMPACT:

With the proposed agreement, the hourly salary for Sergeants will be increased from \$38.83 to \$41.39 per year. Sergeants will have an eight step salary plan and will have a top salary of \$111,633 per year. The only difference between the GPSA MOU and the GPOA MOU concerns two financial benefits. The City will match GPSA employee's deferred compensation contribution dollar for dollar, to a maximum of \$100.00 per month, for a total of no more than \$1,200 per year. City also agrees to reimburse GPSA employee for college course tuition and materials from an accredited college or university for a maximum of \$1,500 per year upon a grade of "C" or better. (Master's program shall be a "B" or better).

REVIEWED AND RECOMMENDED:

Chief Fresé and the City Manager jointly served as the City's negotiating team and recommend the approval of the agreement. Special recognition is extended to the negotiating team from the Police Department which consisted of Sergeant Mike Rice, Officer Arnulfo Trevino and David Cariaga with the Operating Engineers Local Union No. 3 for the professionalism and commitment they each displayed in developing a responsive agreement that would both benefit the members of the Police Department and produce an agreement that was responsive to the financial resources of the city. Both sides approached the collective bargaining process with shared teamwork and constructivism that is often not displayed in typical city/union bargaining.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION #2015-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED OCTOBER 30, 2015 BETWEEN THE CITY OF GREENFIELD AND THE GREENFIELD POLICE SUPERVISORS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2017

Greenfield Police Supervisors" Association Salary Schedule

Appendix A

FY 2016-18 Greenfield Police

Salary Step Plan

Sergeants

1	2	3	4	5	6	7	8
43.64	44.95	46.30	47.69	49.12	50.59	52.11	53.67

Records Supervisor

	Minimum	Maximum
FY 2015-16	4096	5240
FY 2016-17	4219	5398

RESOLUTION #2015-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE MEMORANDUM OF UNDERSTANDING DATED OCTOBER 30, 2015 BETWEEN THE CITY OF GREENFIELD AND THE GREENFIELD POLICE SUPERVISORS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2017

WHEREAS, the Greenfield Police Supervisors' Association has met and conferred in good faith with the City of Greenfield; and

WHEREAS, the Greenfield Police Supervisors' Association and the City of Greenfield have agreed on a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenfield approves the Greenfield Police Supervisors' Association Memorandum of Understanding attached as Exhibit "A";

PASSED AND ADOPTED by the City Council of the City of Greenfield at a meeting duly held on the 10th day of November, 2015, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**Greenfield Police
Supervisors'
Association**

October 30, 2015

Article I. Preamble

This Memorandum of Understanding is entered into by the City of Greenfield, hereinafter referred to as the City, and the Greenfield Police Supervisors Association, hereinafter referred to as the Association. This Memorandum of Understanding is subject to Section 3500-3510 of the Government Code of the State of California, otherwise known as the Meyer-Milas-Brown Act and Resolution # 74-44 of the City of Greenfield as presently written or modified.

Article II. No Discrimination

The City and the Association will cooperate in pursuing the policy of no discrimination pursuant to Federal and State Law.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Association.

Article III. Recognition

Pursuant to Sections 3500-3510 of the Government Code and City Resolution # 74-44, the City certifies the Association as the recognized employee organization for a unit consisting of Police Supervisors.

Article IV. Prevailing Rights

The City agrees that any written right or working condition shall remain in full force and in effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The articles included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Association on all matters within the scope of representation for the period stated in Article XI.

Article V. City Rights

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards;

Set standards and levels of service;

Determine the procedures and standards of selection of employment, promotions and the extension of probation;

Direct its employees;

Establish and enforce dress and grooming standards;

Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;

Maintain the efficiency of government operation;

Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;

Determine the content and intent of job classifications;

Determine methods of financing;

Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;

Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

Determine and change the number of locations and types of operations, processes, any materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City;

To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

Establish and modify productivity and performance programs and standards;

Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;

Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;

Final appeal of any disciplinary action, short of termination, shall be with the City Manager.

Article VI. Salary

Effective with the signing of the Memorandum of Understanding by the City and the Association, the City will establish a new Merit Based Salary Step Plan for Sergeants (Attachment #A).

A. Merit Based Salary Step Plan: Sworn Employees

1. The implementation of this Merit Based Salary Step Plan will be effective November 15, 2015 subject to passage of City of Greenfield Measure X and Measure W on November 3, 2015 and the following provisions:
 - a. Each sworn employee will receive a one-time salary equity adjustment as shown on the Step Plan in Appendix A. Individual salary equity adjustments were developed in consultation with the Union and based on years of service.
 - b. Sworn employees will receive an annual step increase on their respective Anniversary employment date subject to a satisfactory performance evaluation review.
 - c. New sworn employees will generally start their employment at Step 1 unless the Police Chief determines that a new employee's job experience and education justify beginning that employee at a higher Step. This determination is based solely on the judgement of the Police Chief in consultation with the City Manager.

B. Non-Sworn Employee Salary Adjustments

1. Non-sworn employees shall be provided the following salary adjustments
 - a. For FY 2015-16, all non-sworn employees shall receive a 2% increase to their base salary effective July 1, 2015
 - b. For FY 2016-17, all non-sworn employees shall receive a 3% increase to their base salary effective July 1, 2016

C. Salary Adjustment: If Measure W is Not Approved

1. In the event that Measure X and Measure W do not pass, the City shall provide the following salary adjustments:
 - a. For FY 2015-16, employees shall receive a 2% increase in their base salaries effective with the Union and City approval of this MOU. Employees will receive a one-time retroactive lump sum payment of the wage increase for 50% of time effective July 1, 2015. The one if the Union and City had been able to complete negotiations prior the expiration of the current MOU.
 - b. For FY 2016-2017, employees shall receive a 3% increase in their base salary effective July 1, 2016.

D. Education / Tuition Incentive

1. The City will provide, to qualified Association members, education incentive pay of two and a half percent (2 ½%) for POST Intermediate Certificate and two and a half percent (2 ½%) for POST Advanced Certificate.

E. Spanish Incentive Pay

Officers who pass a test and who can demonstrate to the satisfaction of the Chief of Police and the City Manager, their ability to speak Spanish, shall receive additional pay of two and a half percent (2 ½%) above their basic salary. Only employees who successfully pass a certification assessment jointly established by the City and the Union which indicates sufficient competency as a qualified bilingual speaker in both languages are eligible to receive this payment. Employees who are able to competently speak conversation Spanish will be paid \$75.00 per month.

F. Overtime Pay

All approved overtime in excess of the standard 80 hour work period shall be compensated at one and one half (1½ times) of the officer's hourly rate of pay.

G. Compensatory Time

Consistent with Article V, subsection (n) and in lieu of overtime pay, an officer may elect to take compensatory time off (comp-time) in an amount to the rate of overtime earned. An officer may accumulate up to eighty 80 hours of compensatory time. An annual one-time payment for Compensatory Time may be requested by the employee on or before November 15 of each year and paid by

the City by December 1st. The maximum one-time compensatory payment in any year shall be 20 hours per year, unless otherwise approved by the City Manager.

H. Court Pay

For required court appearances when not on duty, each officer shall earn court pay based on the officer's regular rate of pay with a three (3) hour minimum.

However, when an officer's court appearance overlaps with normal on-duty hours, compensation will be compensated solely at the officer's regular rate of pay.

Off-duty hours actually worked above the three (3) hour minimum will be paid subject to the provisions of Article VI, Salary, Section C, and overtime of this MOU.

I. Call-Back Pay

If a supervisor calls an off-duty officer to report for duty other than for a court appearance, the officer shall be compensated for a minimum of two (2) hours **Specialty Pay**.

Specialty pay shall be five percent (5%) of base salary for a maximum of ten percent (10%) per assignment. The assignment shall be requested and assigned by the Chief of Police. The following are considered Specialty Pay:

- Canine Officer
- Field Training Officer
- Traffic Officer
- School Resource Officer
- Violence/Gang Suppression Unit Crime Scene Investigation (CSI)
- Special Weapons and Tactics (SWAT)
- Detective

Special assignment shall be subject to the discretion of the Police Chief and shall only be in duration dictated by the operational need of the department.

J. Lateral Transfer-Vacation Accrual

Lateral transfers to the position of Sergeant shall accrue vacation time at the combined time in grade of previous and current California employment. This shall not exceed a rate of ten (10) years of service.

K. Classifications

Sergeant I: Promotion

Sergeant II: Supervisory Certificate and Intermediate POST

Sergeant III Supervisory Certificate and Advanced POST

L. Health Club Membership

The City will reimburse members of this association up to \$25.00 per month for a health club membership upon submittal of receipts which will be paid quarterly.

M. Service Weapon Purchase:

Any member who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacture, model and cost of the weapon. Based on the availability of funds and the discretion of the Chief, the City will purchase the weapon on behalf of the member subject to the following provisions:

1. Member agrees to a loan repayment of no less than \$50.00 per pay check
2. Loan repayment must be complete by the end of the fiscal year
3. The member agrees to pay any outstanding loan value prior to terminating their employment with the City prior to the end of the fiscal year.

Article VII. Benefits

Employee's Portion of P.E.R.S.

In accordance with the California Public Employees' Reform Act of 2013, the City has established two contribution tiers for employee pension contribution:

First Level Police Pension Benefits: For members employed by the City prior to January 1, 2013 the pension benefit formula is 2% @ 50. Member contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their member contribution as set forth by PERS during the term of this agreement.

PEPRA New Member: For member employed by the City after to January 1, 2013 but not an active plan participant for six months prior to their employment with a PERS agency, the pension benefit formula is 2.7% @

57. The City will contribute the rate prescribed by PERS in addition to the City's contribution and member shall contribute 50% of the total PERS annual rate for total wages currently 11.5%.

In Exchange for First Level Employees paying their full member contribution, First Level Employee FY 2016 base rate of compensation shall be increased by 4%.

Tier 3: Non-Certified Police Supervisors: Effective with the signing of this Agreement, all Non-sworn members shall pay their full employee PERS contribution in accordance with current pension requirements. Effective with this MOU, employees shall receive a seven percent (7%) base salary increase as an offset to the employee PERS contribution formerly paid by the City.

Sunset Provision:

A. Health, Vision and Dental Insurance

The City will provide basic and major medical, vision and dental plan care for all employees and their dependents in accordance with the schedule shown in Appendix B for FY 2015-16 and FY 2016-17 subject to the following provisions:

- a) Employees shall contribute \$135.00 per month toward medical coverage.
- b) Employees shall pay twenty-five percent (25%) of the premium cost for dependent care coverage.
- c) Dental insurance reimbursement will be annually capped not to exceed \$2,000.

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Article VII Section 4 regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

B. Health Insurance Review Committee:

A Health Insurance Review Committee shall be comprised of representative from the City and duly designated bargaining units as follows:

1. GPOA/GPSA
2. City HR / Admin
3. SEIU Local 521

In the event the Health Insurance Review Committee recommends plan modification to the City and the Parties agree on the modifications, the parties (i.e. Union and City) will reopen this Article of this Agreement to allow implementation of the agreed upon modifications.

In the event that this committee is unable to agree to modifications nothing in this Article shall obligate the City to assume additional health care cost that exceed the total aggregate cost for current bargaining members as outlined on the FY 2016, 2017 and 2018 PPO Rate Conversion tables

C. Life, Accidental Death and Dismemberment Insurance

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

D. Long Term Disability Insurance

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

E. Deferred Compensation

The City will match employee's deferred compensation contribution dollar for dollar, to a maximum of \$100.00 per month, for a total of no more than \$1,200.00 per year.

Article VIII. Uniform Program

The City will provide Association members with an annual uniform clothing allowance of eight hundred and eighty dollars (\$880.00) for sworn members and four hundred and forty dollars (\$440.00) for non-sworn members. The uniform

allowance shall be paid in the sum of \$36.67 and \$18.33, respectively, each pay period.

City will replace said uniform issue which has been damaged while the officer is on duty subject to the approval of the Chief of Police. If a Class A uniform is required by the City, the City shall pay for the initial issue.

Article IX. Holidays

The City shall provide thirteen (13) paid holidays and they are specified as follows:

- January 1st
- Martin Luther King Jr. Day (third Monday in January)
- President's Day: (third Monday in February)
- Cesar Chavez' Day: (last Monday in March)
- Memorial Day (last Monday in May)
- July 4th (fourth day in July)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving Day (third Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- Personal Holiday*

*Personal Holiday must be used during the calendar year; is equal to one work shift; has no cash value, and expires at the end of the year unless used. Supervisors will be paid at their regular rate of pay for each of these holidays not taken. To compensate employees for lost time due to the FY 2013 Furlough, non-sworn employees will also receive paid holidays on Nov 25, 26 and 27, 2013 and December 23, 26 and 27, 2013.

Article X. Miscellaneous

Vacation and Sick Leave

A. Vacation Leave

The City agrees to allow employees to accumulate up to three (3) years of earned vacation time prior to requiring the use of vacation time. All employees are

required to use 40 hours of vacation per year. The City agrees to allow employees the use of accrued unused vacation time at any time after the date of initial employment subject to the need of the City and approval by the Chief of Police.

1. For overtime purposes, the number of hours used by a member for vacation time shall be considered as part of the basis 80 hour work period.
2. Each year an employee may request that the City purchase any accrued vacation over 80 hours. Any purchase of vacation hours shall approved by the City Manager based on the availability of funds. Requests that the City purchase accrued vacation shall be made by November 15 and will be paid by December 1 of each year.
3. Each year by November 1, the Chief of Police shall post a vacation schedule round, each employee, in order of seniority, shall be entitled to select a single one- or two-week block from the weeks not previously selected by other employees on the vacation schedule calendar.
4. The City and Union will work cooperatively to develop a vacation scheduling process that allows employees to use vacations leave in increments of less than one week. Both the Union and City agree that vacation leave cannot compromise the operation of the department or result in excessive overtime cost.
5. Once all employees have had the opportunity to select in the first round, a second selection round shall take place in the same manner as the first. The selection process shall be completed by December 15 following the posting of the calendar. Use of any vacation not selected in the first or second selection rounds must be approved by the Chief of Police. If necessary, the Chief of Police may establish reasonable rules concerning the conduct of the vacation selection.
6. When bidding watch assignments/ days off and vacations, seniority will be used. Seniority is determined the original date of hire as a full-time regular police officer for the City of Greenfield.
7. Request to trade vacation slots or to request a vacation period after the initial sign up, shall be subject to approval by the Chief of Police.

B. Sick Leave Cash Out

The City agrees to allow employees the use of accrued unused sick leave time at any time after the date of initial employment subject to provisions of the City of Greenfield's adopted Personnel Rules governing the use of sick leave. The number of hours used by a member for sick leave shall be considered as part of the basis 80 hour work period.

Officer who retires and/ or resigns in good standing shall receive payment of accumulated sick leave as follows:

1. After five (5) years of continuous service and separation in good standing, ten percent of (10%) of accumulated sick leave
2. After ten (10) years of continuous service and separation in good standing, twenty percent (20%) of accumulated sick leave
3. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of accumulated sick leave
4. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of accumulated sick leave.

Employees hired after January 1, 2000 may not accrue more than 1,000 hours of leave. Once this maximum accrual limit has been reached the officer will no longer be credited with additional sick leave hours.

C. Probationary Period

The City shall amend its Personnel Rule 8, Section 2 to read as follows:

Section 1: Probationary Period | Regular Appointment:

1. Association employees shall serve a 12 month probationary period. The Police Chief may recommend to the City Manager that a probationary employee be retained as a permanent employee prior to the completion of any probationary period.
2. Employees who are internally promoted shall serve a six month probation and be allowed to return their previous position if they do not successfully pass their probationary review.
3. Upon promotion to Sergeant and prior to appointment, employee may

request to have the ability to drop back to previous officer position and rank.

D. Residency Requirement:

Unless otherwise exempted by the City Manager, Police Officers shall reside within 60 air miles of the Greenfield Civic Center.

Section 2: Disaster Response:

"All police officers must be available in disaster situations and shall respond to a disaster situation, pursuant to the requirements of Government Code Section 3100."

E. Drug Testing:

The City shall reserve the right to administer random drug testing no more than four (4) times per year to all employees in this association.

F Physical Wellness Examinations:

The City will provide a physical wellness examination for each supervisor age forty (40) and older. The City shall provide each eligible officer a physical wellness examination every two years. The City shall select the physician and circumstances of the physical wellness examination. Supervisors may elect to visit their own physicians. However, if a supervisor elects to visit his or her own physician, supervisor shall be reimbursed based upon the cost established by City's designated physician. Reimbursement shall not exceed cost established by City's designated physician

Article XII. Re-Opener

The City and the Association agree that at such time as the City converts to a bi-weekly pay period, that both parties shall meet and confer upon the appropriate Fair Labor Standards Act (FLSA) rule applicable to the new work week for purposes of calculating overtime earned.

This re-opener *is* for the narrow and specific purpose of the pay period issue discussed in the previous paragraph and does not constitute a re-opener for any other purpose without mutual consent of both parties.

Article XIII. Savings Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by Judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of *this* Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within 30 days for the purpose of meeting and conferring upon said article or section.

Date: _____

Date: _____

GREENFIELD POLICE
OFFICERS' ASSOCIATION

CITY OF GREENFIELD

David Cariaga, Operating Engineers
Local Union No. 3

Susan A. Stanton, City Manager

Arnulfo Trevino, President

Ann Rathbun, City Clerk

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Greenfield Police Supervisors" Association Salary Schedule

Appendix A

FY 2016-18 Greenfield Police

Salary Step Plan

Sergeants

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Records Supervisor

	Minimum	Maximum
FY 2015-16	4096	5240
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Proposed Agreement