

# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building  
7:30 p.m.  
City Council Chambers

## AGENDA

Thursday, September 22, 2016

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the special and regular City Council meetings of September 8, 2016. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Commending Julia M. DeLipski. (COMMENDATION)
  
  - C.2 Commending the 30<sup>th</sup> Anniversary of the National Community Emergency Response Team (CERT). (COMMENDATION)
  
- D. WRITTEN COMMUNICATIONS
  
- E. PUBLIC HEARINGS
  
- F. CITY MANAGER REPORTS

(It is recommended that Item F.1 be acted on unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

### CONSENT

- F.1 Approval to reclassify one Building Inspector/Zoning Enforcement Officer position to Senior Building Inspector by amending the Employee Classification Plan, the Memorandum of Understanding Between the City of Newark and the Newark Association of Miscellaneous Employees, and the 2016-2018 Biennial Budget – from Human Resources Director Abe. (RESOLUTIONS – 3)

**NONCONSENT**

**F.2 Approval of Resolutions authorizing membership in Property Assessed Clean Energy (PACE) Programs to allow property owners the option to finance clean energy improvements – from Senior Accountant Djurovic.  
(RESOLUTIONS - 6)**

**F.3 Authorization and Direction to the City Manager to: (1) Terminate the City's Existing Contract with JT2 Integrated Resources for Workers' Compensation Third Party Claims Administration; and (2) Negotiate and Enter Into an Agreement With York Risk Management Services to Serve as the Third Party Administrator of the City of Newark's Workers' Compensation Program – from Human Resources Director Abe.  
(RESOLUTION)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of September 22, 2016.  
(MOTION)**

**M. CLOSED SESSION**

**N. ADJOURNMENT**

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5<sup>th</sup> Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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**City Administration Building**  
**7:30 p.m.**  
**City Council Chambers**

## AGENDA

**Thursday, September 22, 2016**

### CITY COUNCIL:

Alan L. Nagy, Mayor  
Luis L. Freitas, Vice Mayor  
Sucy Collazo  
Michael K. Hannon  
Mike Bucci

### CITY STAFF:

John Becker  
City Manager  
Terrence Grindall  
Assistant City Manager  
Susie Woodstock  
Administrative Services Director  
Sandy Abe  
Human Resources Director  
Soren Fajeau  
Public Works Director  
Jim Leal  
Police Chief  
David Zehnder  
Recreation and Community  
Services Director  
David J. Benoun  
City Attorney  
Sheila Harrington  
City Clerk

*Welcome* to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- |                                     |                        |
|-------------------------------------|------------------------|
| A. ROLL CALL                        | I. COUNCIL MATTERS     |
| B. MINUTES                          | J. SUCCESSOR AGENCY    |
| C. PRESENTATIONS AND PROCLAMATIONS  | K. ORAL COMMUNICATIONS |
| D. WRITTEN COMMUNICATIONS           | L. APPROPRIATIONS      |
| E. PUBLIC HEARINGS                  | M. CLOSED SESSION      |
| F. CITY MANAGER REPORTS             | N. ADJOURNMENT         |
| G. CITY ATTORNEY REPORTS            |                        |
| H. ECONOMIC DEVELOPMENT CORPORATION |                        |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words *MOTION*, *RESOLUTION*, or *ORDINANCE* appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at [www.newark.org](http://www.newark.org). Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

**Addressing the City Council:** You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



# CITY OF NEWARK CITY COUNCIL

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## SPECIAL MEETING

## Minutes

Thursday, September 8, 2016

City Administration Building  
6:00 p.m.  
City Council Chambers

### A. ROLL CALL

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

No one from the public was present.

### B. CLOSED SESSION

#### B.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(b), Anticipated Litigation: Three cases – from City Attorney Benoun.

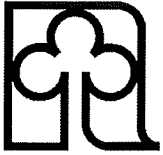
At 6:01 p.m. the City Council recessed to closed session in the Fifth Floor Conference Room.

At 6:09 p.m. the City Council convened in closed session.

At 7:20 p.m. the City Council reconvened in open session with all Council Members present.

### C. ADJOURNMENT

At 7:20 p.m. Mayor Nagy adjourned the special meeting.



# CITY OF NEWARK CITY COUNCIL

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City Administration Building  
7:30 p.m.  
City Council Chambers

## Minutes

Thursday, September 8, 2016

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:35 p.m. Present were Council Members Hannon, Collazo, Bucci, and Vice Mayor Freitas.

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, July 28, 2016.

Vice Mayor Freitas moved, Council Member Hannon seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Proclaiming September 15-18, 2016, as Newark Days.

Mayor Nagy presented the proclamation to the Newark Days Committee.

### D. WRITTEN COMMUNICATIONS

#### D.1 Zoning Administrator referral of ASC-16-15, an Administrative Special Civic Review, for an addition and façade change to a single-family residence at 35669 Lundy Drive.

City Manager Becker stated that design review is required because the property is zoned R-8000-SC (Low Density Residential – 8,000 District – Special Civic). The matter is review optional

The City Council declined to review the matter.

### E. PUBLIC HEARINGS

#### E.1 Hearing to consider a planned unit development, a conditional use permit, and a Tentative Tract Map 8340 to construct a 14-unit condominium project (Merida Place) at 36731 Sycamore Street (APN: 92-

**21-15-3).**

**RESOLUTION NO. 10543-10544**

Assistant City Manager Grindall gave the staff report recommending approval. The project is for four, three story buildings that would house 14 condominiums. A wall would be built along the railroad line to help with the noise.

Mayor Nagy opened the public hearing at 7:58 p.m.

George Szabo stated he represented Mr. Wu and that he read the resolutions and agreed to the conditions. He explained the driveway design and parking.

Angela Akridge stated that she was pleased that the park impact fees were recently increased. This project will contribute \$140,000 towards parks.

Mayor Nagy closed the public hearing at 8:05 p.m.

Vice Mayor Freitas moved, Council Member Collazo seconded to adopt: (1) a resolution approving P-16-11, a planned unit development and U-16-12, a conditional use permit; and (2) a resolution approving Tentative Tract Map 8340 and subdivision and zoning variances thereto for a 14-unit condominium project at 36731 Sycamore Street. The motion passed, 5 AYES.

- E.2 Hearing to consider a conditional use permit and a planned unit development for property located at 6826 and 6844 Mayhews Landing Road, to facilitate subdivision of approximately 1.41 acres of land by Parcel Map No. 10261, by allowing 5 foot side setbacks and lots a minimum of 45 feet wide while maintaining 6,000 square foot lot minimums consistent with R-6000 (Low Density Residential – 6000 district).**

**RESOLUTION NO. 10545**

Assistant City Manager Grindall stated that there are 4 existing houses on the site. The parcel map would create legal parcels for the existing homes and one vacant parcel for future construction of a single family home. This was a staff generated matter so there is not an applicant to agree to the resolution during the public hearing.

Mayor Nagy opened the public hearing at 8:11 p.m.

No one came forward to speak

Mayor Nagy closed the public hearing at 8:12 p.m.

Council Member Bucci moved, Council Member Collazo seconded to adopt a resolution approving a conditional use permit (U-16-13) and a planned unit development (P-16-14) to APN(s) 092-0005-029-04 AND 092-0005-029-09, located at 6826 and 6844 Mayhews Landing Road, to facilitate subdivision of approximately +/-

1.41 acres of land by Parcel Map No. 10261, by allowing 5 foot side setbacks and lots a minimum of 45 feet wide while maintaining 6,000 square foot lot minimums consistent with R-6000 (Low Density Residential – 6000 District). The motion passed, 5 AYES.

## **F. CITY MANAGER REPORTS**

Council Member Hannon moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

### **CONSENT**

- F.1 Report on administrative actions during August recess. MOTION APPROVED**
- F.2 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees. RESOLUTION NO. 10546**
- F.3 Resolution declaring October 1, 2016 as Bay Day. RESOLUTION NO. 10547**
- F.4 Authorization for the purchase of two (2) new 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics and Lehr and amend the Biennial Budget and Capital Improvement Plan 2016-2018 for Fiscal Year 2016-2017. RESOLUTION NO. 10548**

### **NONCONSENT**

- F.5 Adoption of a Resolution establishing a policy that the revenues generated by Measure GG shall be directed towards replacement of the Police Operations/Emergency Operations Center, the Library, and the Administration Building. RESOLUTION NO. 10549**

City Manager Becker recommended that the City Council establish a policy that revenue generated from Measure GG should fund the Civic Center project.

Angela Akridge stated that the resolution should be revised to state that additional monies would service the debt.

Gregory Lemos stated that the Alameda County Water District and the Union Sanitary District were considering tax increases too. This could make it difficult for Newark's sales tax to pass.

Council Member Bucci moved, Council Member Collazo seconded to by resolution, establish a policy that revenues generated by Measure GG shall be directed towards replacement of the police operations/emergency operations center, the library, and the administration building. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

Vice Mayor Freitas extended his condolences to the family of retired city employee Jim Davis.

Council Member Hannon thanked the Newark Days volunteers.

Council Member Collazo stated that it felt good to be back at Council meetings. She wished the Newark students a great year and welcomed School Superintendent Sanchez. She shared her condolences with the Davis family.

Council Member Bucci wished his daughter a Happy Birthday.

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

**K. ORAL COMMUNICATIONS**

Lily Yu stated that the United States House of Representatives condemned in a resolution organ harvesting from Falun Gong practitioners in China. She requested a similar resolution from the City of Newark. She presented brochures for the City Council (on file in City Clerk's office).

Laura Qi stated that she practices Falun Gong and requested the same resolution as Ms. Yu.



Angela Akridge requested assistance on obtaining information for local developer fees. Mayor Nagy referred her to Assistant City Manager Grindall.

Gregory Lemos stated that the water feature at Birch Grove Park has been turned off because of the drought. He suggested that the City find a way to recycle the water or remove the feature.

Assistant City Manager Grindall stated he would note the comments for the Parks Master Plan meeting.

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of September 8, 2016. MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 108456 to 108876.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

**M. CLOSED SESSION**

**N. ADJOURNMENT**

Mayor Nagy adjourned the City Council meeting at 8:47 p.m.

**C.1 Commending Julia M. DeLipski.**

**(COMMENDATION)**

**Background/Discussion** – Julia M. DeLipski has completed all the requirements necessary to be awarded the Girl Scout Gold Award pin. In recognition of this achievement, a commendation has been prepared and Ms. DeLipski will accept it at the City Council meeting.

**C.2 Commending the 30<sup>th</sup> Anniversary of the National Community Emergency Response Team (CERT). (COMMENDATION)**

**Background/Discussion** – The National Community Emergency Response Team (CERT) Program celebrates its 30<sup>th</sup> Anniversary in 2016. The City of Newark and Alameda County Fire Department local CERT program provide volunteers with basic skills in fire suppression, search and rescue, disaster medicine, and emergency preparedness. The program helps the community become self-sufficient for the first 72 hours following a major disaster by developing multi-functional community emergency response teams.

A commendation will be presented to members of the local Community Emergency Response Team.

**F.1 Approval to reclassify one Building Inspector/Zoning Enforcement Officer position to Senior Building Inspector by amending the Employee Classification Plan, the Memorandum of Understanding Between the City of Newark and the Newark Association of Miscellaneous Employees, and the 2016-2018 Biennial Budget – from Human Resources Director Abe. (RESOLUTIONS – 3)**

**Background/Discussion** – The Public Works Department has proposed the reclassification of a Building Inspector position to Senior Building Inspector. With the current increase in development activity and an even higher level of activity anticipated over the next few years, Building Inspection staffing will increase on a limited term basis to provide needed service levels. With this unprecedented increase in workload and temporary staffing needs, the Chief Building Official can no longer perform the day-to-day supervision of building inspection staff.

As proposed, the Senior Building Inspector will oversee inspection assignments, coordinate related training, serve as the primary contact for dispute resolution, perform plan checking of construction documents, and complete building inspections for compliance with building, plumbing, electrical and mechanical codes, the Americans with Disabilities Act and the enforcement of zoning and sign ordinances.

Based on the position's additional supervisory duties and responsibilities, the proposed salary range for Senior Building Inspector is \$8,341 to \$10,016 per month, ten percent above the salary range for Building Inspector. All related costs will be incurred within the existing Public Works Building Inspection Division budget.

**Attachments**

**Action** - It is recommended that the City Council approve by resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to create one new class specification entitled Senior Building Inspector, (2) amending Resolution No. 10398, the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees to add one new classification, entitled Senior Building Inspector, and (3) amending Resolution No. 10509 the 2016-2018 Biennial Budget to add one Senior Building Inspector position and delete Building Inspector/Zoning Enforcement Officer.

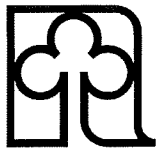
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE CLASSIFICATION PLAN, TO CREATE ONE NEW CLASSIFICATION ENTITLED SENIOR BUILDING INSPECTOR

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective September 22, 2016:

**ADD**

<b>Classification Title</b>	<b>Classification Code</b>
Senior Building Inspector	216



City of Newark, California

Class Code: 216  
WP Code: Sr Bldg Insp  
Established: 09/16  
Revised: \_\_\_\_\_  
EEO Code: T

## CLASS SPECIFICATION

### SENIOR BUILDING INSPECTOR

#### POSITION DESCRIPTION

Nature of Work: Under the general supervision of the Chief Building Official, provides day-to-day supervision of the building inspectors, oversees inspection assignments, provides and coordinates building inspector training, serves as the primary staff contact for complaints and dispute resolution related to building inspection, performs plan checking of construction documents and the inspection of buildings and other structures for compliance with building, plumbing, electrical, and mechanical codes, Americans with Disabilities Act, and the enforcement of the zoning and sign ordinances to ensure compliance.

Class Characteristics: This is a skilled position involving supervision of building inspectors, plan checking of construction documents and the inspection of buildings and other structures for compliance with building, plumbing, electrical, and mechanical codes and the enforcement of the zoning and sign ordinances to ensure compliance. The incumbent will spend a significant portion of their time working independently in the field and is responsible for independent decisions requiring technical judgment. Enforcement of the codes requires clear, concise, and complete written reports; the ability to communicate and deal firmly, tactfully, and effectively with the public in difficult situations; and the necessity of documenting written and oral communications to ensure the records are complete and acceptable to a court of law.

Examples of Essential Duties – Duties may include, but are not limited to, the following:

Provide day-to-day supervision of the building inspectors and assist with annual performance evaluations.

Oversee inspection assignments.

Provide and coordinate building inspector training.

Serve as the primary staff contact for complaints and dispute resolution related to building inspection.

Assist building inspectors in evaluating facilities for compliance with the Americans with Disabilities Act (ADA).

Examine plans and specifications to check for compliance with City and State building, plumbing, mechanical and electrical codes and other regulations; approve construction documents before permit is granted.

Inspect buildings under construction, alteration, or repair for compliance with building and zoning code requirements; inspect all plumbing, mechanical, electrical and related construction

installations; maintain records regarding inspections; and work closely with Fire Department on construction and code violations.

Investigate reports of violations of the zoning, sign, grading, and building ordinances and laws; inform offenders of the violation and the means to achieve compliance; issue warning notices and notices to appear to offenders where violations occur.

Receive a variety of phone calls and answer questions from contractors and other individuals concerning local and State building and zoning codes, and construction work in progress or subject to local codes.

Prepare reports and perform related work as required.

## **MINIMUM QUALIFICATIONS**

### Knowledge of:

All major types of building construction, materials, and methods and stages of construction where possible violations and defects may be observed and corrected.

Building, zoning and related ordinances.

Business English, including spelling, grammar, vocabulary and report writing.

Computer software applications appropriate to the position.

### Ability to:

Train building inspectors.

Assess building inspectors on a regular basis and assist in annual performance reviews.

Respond professionally to complaints relating to inspections and resolve in a reasonable manner.

Evaluate construction documents, structures, and sites for conformance with State disability standards and Federal Americans with Disabilities Act (ADA).

Read and interpret plans and specifications, and to compare them with construction in progress.

Detect poor workmanship, inferior materials, and hazards of fire and collapse.

Contact building owners, contractors, and the public and to effect and maintain a satisfactory working relationship.

Prepare factually clear, concise, and complete written reports.

Communicate firmly and tactfully with the public in difficult situations.

Follow proper procedures and instructions in the performance of assigned duties.

Experience and Training: High school diploma or G.E.D., possession of a valid California driver's license, and (4) four years of recent experience as a building inspector or supervising building inspector in a California city or county building inspection agency.

Special Requirement: Some outdoor work is required in the inspection of various land use developments and construction projects. While performing the outdoor duties of this job, the employee frequently works near moving mechanical parts around high-voltage energized electrical equipment, climbs scaffolding and ladders, works in high, precarious places and is occasionally exposed to wet and/or humid conditions.

The employee is occasionally required to stand; walk; use hands and fingers to handle, feel, or operate objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

ICC certification as a Building Inspector at time of hire is desirable and will be required within six (6) months of date of hire. California Department of State Architect certification as a Certified Access Specialist (CASp) at time of hire is desirable and will be required within twelve (12) months of date of hire.

**Probationary Period: 6 Months**

**FLSA:** Non-Exempt



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10398, THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES TO ADD ONE NEW CLASSIFICATION, ENTITLED SENIOR BUILDING INSPECTOR

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10398, the Memorandum of Understanding between City of Newark and Newark Association of Miscellaneous Employees, be amended to add one new classification as follows, effective September 22, 2016:

**ADD**

<b>Add Classification Title</b>	<b>Salary Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior Building Inspector	\$8,341	\$8,731	\$9,104	\$9,568	\$10,016

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10509, THE 2016-2018 BIENNIAL BUDGET TO ADD ONE SENIOR BUILDING INSPECTOR POSITION AND DELETE ONE BUILDING INSPECTOR/ZONING ENFORCEMENT OFFICER POSITION

BE IT RESOLVED by the City Council of the City of Newark that the 2016-2018 Biennial Budget was adopted by Resolution No. 10509 and is hereby amended to add one position of Senior Building Inspector effective September 22, 2016, and to delete one position Building Inspector/Zoning Enforcement Officer effective September 22, 2016, as follows:

<b>Delete Classification Title</b>	<b>Delete Allocation (Activity Code/%)</b>	<b>Add New Classification Title</b>	<b>Add New Allocation (Activity Code/%)</b>
(1.0) Building Inspector/ Zoning Enforcement Officer	2014 – 100%	(1.0) Senior Building Inspector	2014 – 100%

BE IT FURTHER RESOLVED that the 2016-2018 Biennial Budget is hereby amended as follows:

FROM

020-2014-5271      Building Inspection Professional and Special Services      \$20,485

TO

020-2014-4100      Building Staff      \$20,485

**F.2 Approval of Resolutions authorizing membership in Property Assessed Clean Energy (PACE) Programs to allow property owners the option to finance clean energy improvements – from Senior Accountant Djurovic. (RESOLUTIONS - 6)**

**Background/Discussion** – Property Assessed Clean Energy (“PACE”) is a mechanism for local property owners to finance the upfront cost of clean energy improvements to their properties. PACE financing differs from traditional financing in that the eligibility is tied to the property equity, rather than the credit worthiness of the applicant and the debt obligation runs with the property rather than with the applicant. The means for the repayment is generated from the utility savings associated with the improvements. All transactions are voluntary and no property owner is required to participate in any program.

In 2010, the CaliforniaFIRST PACE Program was approved by the City Council to operate in the City of Newark. To date, 98 property owners have received a total of \$1,019,439 in funding. Recently several additional PACE lenders have approached the City requesting that the City take the necessary actions to allow them to also offer PACE loans in Newark. The capital for the programs is from private sources and the transactions are between the program administrators and the property owners, so the City will incur no cost or risk associated with these program activities. Authorization by the City Council is necessary for the programs to conduct business in the City of Newark per the requirements of Assembly Bill 811 and Senate Bill 555. Supporting an expanded PACE marketplace serves to encourage the installation of energy efficient retrofits in Newark.

Assembly Bill 811 allows local agencies to determine the type of clean energy projects to allow in their jurisdiction. The proposed resolutions states that the program will be open to finance all the clean energy options available at this time which are the installation of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure.

The CaliforniaFIRST PACE Program is sponsored by the California Statewide Communities Development Authority (“CSCDA”), of which Newark is a member. In 2015 CSCDA expanded their platform for local governments so only a single resolution is needed to authorize multiple programs. The expanded platform is called Open PACE. The current programs operating under the Open PACE program are the CaliforniaFIRST, AllianceNRG, PACE Funding Group and CleanFund Commercial PACE Capital. In California over 98 cities and counties have approved the Open PACE suite of programs.

The other PACE programs proposed will require the City to approve associate membership in joint powers authorities (“JPA”) sponsoring each of the programs. The programs are the California HERO Program which requires associate membership in the Western Riverside Council of Governments JPA and the Ygrene PACE Program which requires membership in the California Home Finance Authority JPA, which is now doing business as Golden State Finance Authority JPA.

The programs recommended will increase the competitive market in the City and limit the number of JPA's the City is joining. Authorizing these providers would not limit the Council's ability to consider additional providers at a later date.

Because the PACE provider's primary relationship is with the JPA partner, cities have little control over the local PACE activities. In order to safeguard consumer interest and promote program success, the Association of Bay Area Governments (ABAG) and the Bay Area Regional Energy Network developed the "Regional Collaborative Services Agreement" which establishes the terms, conditions and roles each Residential PACE Provider will follow when operating in ABAG territory (this does not apply to commercial PACE programs). At this time the HERO, Ygrene, AllianceNRG and PACE Funding Group programs have signed with Agreement.

### **Attachment**

**Action** – It is recommended that the City Council, by resolutions:

- 1). Approve associate membership in the California Home Finance Authority doing business as Golden State Finance Authority;
- 2). Authorize the inclusion of properties within the city's jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to finance distributed generation renewable energy sources, energy or water efficiency improvements and electric vehicle charging infrastructure (SB 555 PROGRAM);
- 3). Authorize the inclusion of properties within the city's jurisdiction in the California Home Finance Authority AB 811 PACE Program to finance distributed generation renewable energy sources, energy or water efficiency improvements and electric vehicle charging infrastructure;
- 4). Authorize the inclusion of properties within the City's jurisdiction in the California Statewide Communities Development Authority ("CSCDA") Open Pace Programs; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Newark; and authorizing related actions;
- 5). Approve the amendment to the Western Riverside Council of Governments Joint Powers Agreement;
- 6). Authorize the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy or water efficiency improvements and electric vehicle charging infrastructure.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING ASSOCIATE MEMBERSHIP IN THE  
CALIFORNIA HOME FINANCE AUTHORITY DOING  
BUSINESS AS GOLDEN STATE FINANCE AUTHORITY

WHEREAS the California Home Finance Authority is doing business as Golden State Finance Authority; and

WHEREAS, the Golden State Finance Authority (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Exercise of Powers Agreement entered into on July 1, 1993, as amended from time to time (the “Authority JPA”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Authority has established a property-assessed clean energy (“PACE”) Programs (the “Authority PACE Program”) to provide for the financing of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program (the AB 811 PACE Program); and

WHEREAS, the Authority has established has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the “Act”) and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the “District”) to finance (including the payment of interest) the acquisition and installation of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure permanently affixed to private or publicly-owned real property (the “Authorized Improvements”) (the SB 555 PACE Program); and

WHEREAS, the City of Newark (the “City”) wishes to make the Authority’s AB 811 PACE Program and the SB 555 PACE Program available to property owners within the jurisdiction of the City; and

WHEREAS, the City’s receipt and acknowledgment of the Joint Exercise of Powers Agreement of the Golden State Finance Authority and the City Council’s authorization for the City of Newark to become an Associate Member will permit the Authority to offer its Property Assessed Clean Energy Programs within the City.

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

Section 1: This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority’s AB 811 and SB 555 PACE

Programs to finance the installation of the Improvements and Authorized Improvements.

Section 2: This City Council hereby approves joining the Authority as an Associate Member and authorizes the execution of any necessary documents to effectuate such membership by appropriate City officials.

Section 3: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

**CALIFORNIA HOME FINANCE AUTHORITY**

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

**RECITALS**

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the nine-member Executive Committee.

**"Authority"** means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Program"** or **"Project"** means any work, improvement, program, project or service undertaken by the Authority.

**"Rural County Representatives of California"** or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting



in financing as authorized herein, jointly exercised in the manner set forth herein.

**3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

**4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

**5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

**6. Powers; Restriction upon Exercise**

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## 9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## 10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

**11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

**12. Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### **16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

#### **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

#### **20. Miscellaneous**

a. **Counterparts.** This 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.

b. **Construction.** The section headings herein are for convenience only and are not to



be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

*[SIGNATURES ON FOLLOWING PAGES]*

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

YGRENE ENERGY FUND  
ATTN: LEGAL DEPARTMENT  
815 5<sup>TH</sup> STREET  
SANTA ROSA CA 95404

**ATTACHMENT 1**  
**CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

As of December 10, 2014

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK TO AUTHORIZE THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY OR WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SB 555 PROGRAM)

WHEREAS, the California Home Finance Authority, now doing business as Golden State Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance (including the payment of interest) the acquisition and installation of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the City of Newark is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act and the Authority JPA, originally made and entered into July 1, 1993, as amended to date; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

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

- Section 1: This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
- Section 2: This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
- Section 3: The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
- Section 4: City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.
- Section 5: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK TO AUTHORIZE THE INCLUSION OF  
PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE  
CALIFORNIA HOME FINANCE AUTHORITY AB 811 PACE  
PROGRAM TO FINANCE DISTRIBUTED GENERATION  
RENEWABLE ENERGY SOURCES, ENERGY OR WATER  
EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE  
CHARGING INFRASTRUCTURE

WHEREAS, the California Home Finance Authority, now doing business as Golden State Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Newark (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with the Authority in order to efficiently and economically assist property owners in the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date.

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of

delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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

- Section 1: This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
- Section 2: This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by the Authority for the purposes thereof.
- Section 3: The consent of this City Council constitutes assent to the assumption of jurisdiction by the Authority for all purposes of the Authority PACE Program and authorizes the Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
- Section 4: City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.
- Section 5: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK TO AUTHORIZE THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY ("CSCDA") OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF NEWARK; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Newark (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC, and Renewable Funding LLC (administering CaliforniaFIRST), and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, City of Newark (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and



WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1: This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance Improvements.

Section 2: In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance Improvements; provided, that

- (1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3: The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the

Authority in connection with the Programs: Susie Woodstock, Administrative Services Director; Michael Djurovic, Senior Accountant; Krysten Lee, Senior Accountant.

- Section 4: The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.
- Section 5: The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).
- Section 6: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK TO APPROVE THE AMENDMENT TO THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
JOINT POWERS AGREEMENT

WHEREAS, the Western Riverside Council of Governments (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Newark (the “City”) wishes to make the Program available to property owners within the jurisdiction of the City; and

WHEREAS, the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments adds the City of Newark as an Associate Member to permit Property Assessed Clean Energy Program Services within the City, by and between the Western Riverside Council of Governments and the City, a copy of which is attached as Exhibit “A” hereto.

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

- Section 1: This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.
- Section 2: This City Council hereby approves the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments and authorizes the execution thereof by the City Manager.
- Section 3: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority Executive Committee.

## **EXHIBIT A**

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF NEWARK  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2016, by City of Newark (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

### RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

#### MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

##### A. **JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

##### B. **Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

### **C. Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities,

losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Attn: Executive Director

City:

City of Newark  
37101 Newark Boulevard  
Newark, CA 94560  
Attn: John Becker, City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.



IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF NEWARK

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK TO AUTHORIZE THE INCLUSION OF  
PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE  
CALIFORNIA HERO PROGRAM TO FINANCE  
DISTRIBUTED GENERATION RENEWABLE ENERGY  
SOURCES, ENERGY OR WATER EFFICIENCY  
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of distributed generation renewable energy sources, energy or water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Newark (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the City in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of

delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

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

- Section 1: This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.
- Section 2: This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
- Section 3: The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
- Section 4: City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.
- Section 5: This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

**F.3 Authorization and Direction to the City Manager to: (1) Terminate the City's Existing Contract with JT2 Integrated Resources for Workers' Compensation Third Party Claims Administration; and (2) Negotiate and Enter Into an Agreement With York Risk Management Services to Serve as the Third Party Administrator of the City of Newark's Workers' Compensation Program – from Human Resources Director Abe. (RESOLUTION)**

**Background** - The City of Newark has a self-insured workers' compensation program and contracts for the services of a third party administrator (TPA) for claims administration. Since December, 2001, JT2 Integrated Resources ("JT2") has provided these services for the City. In addition, the City purchases workers' compensation insurance coverage for claims exceeding \$350,000 in cost from the Local Agency Workers' Compensation Excess (LAWCX) Joint Powers Authority.

Conducting periodic, open and competitive bid opportunities is a best business practice for public agencies because it allows Cities to ensure that it receives high quality, efficient, and cost effective services from its vendors. In partnership with the Cities of Hayward and San Leandro, the City of Newark issued an open and competitive Request for Proposals ("RFP") process in October 2015. In response to the RFP, proposals were received from the following eight vendors:

Acclamation Insurance Management Services (AIMS)  
Athens Administrators  
Hazelrigg Claims Management Services  
Innovative Claim Solutions, Inc.  
Intercare Holdings Insurance Services JT2 Integrated Resources  
Tristar Insurance Group  
York Risk Services Group, Inc.

The review and rating process included an initial screen of the proposals by each agency individually, an external panel rating with each agency having a representative, and an internal panel from City of Newark. The internal panel for the City of Newark consisted of representatives from the Police Department, an Attorney that represents the City on a number of its litigated workers compensation cases, and the LAWCX Claims Manager. Upon completion of the various review and rating processes, AIMS, Intercare, JT2 and York were invited to participate in the internal panel interviews.

The entire internal panel expressed favorable impressions of York's interview presentation, information technology, and overall qualifications. Furthermore, York presented additional highly desirable qualifications including an immediately available customized, selective managed provider network, and experience with carve outs. As recommended by the Human Resources and Police Department Departments, York was advanced for further consideration and reference checks.

**Discussion** - With 30 years of experience, York provides workers' compensation claims management services to a number of nearby California cities, including Fremont, Concord, Alameda, Milpitas, Palo Alto, and Vallejo.

Reference checking was completed from both a line department/customer perspective and from a centralized administrative perspective. Newark Police Management conducted reference checks with other Police Departments served by York and Human Resources contacted references from other City Risk Management staff. In addition, the Police Department checked actual references for the York claims team who would be assigned to the City of Newark's account. All of the references contacted were highly satisfied with the overall services provided by York, their responsiveness and expertise, timely verbal contact with injured workers, and the quality and stability of assigned claims staff.

York would provide essential staffing continuity, consistency and reliability by assigning a highly regarded Senior Claims Examiner with over 15 years of experience with the same employer and a Claims Supervisor and Account Manager with over 30 years of combined experience.

**Fiscal Impact:** Of the four vendors selected for interviews by the City of Newark, York presented the lowest bid for monthly administration fees and flat rate bill review fees, which are described as follows:

Calendar Year	Proposed Monthly Administration Fees	Proposed Annual Administration Fees	Flat Rate Bill Review Fee
2017	\$2,955	\$35,461	\$17.00
2018	\$3,029	\$36,347	\$17.43
2019	\$3,105	\$37,256	\$17.86
2020	\$3,182	\$38,187	\$18.31
2021	\$3,262	\$39,142	\$18.76

Furthermore, the fees proposed by York are also lower than the fees currently charged by the current TPA, as well as the fees proposed by the current TPA.

If approved, Human Resources will work with York to ensure a smooth transition and to meet training and support needs of each Department. If negotiations with York are successful and result in the execution of a mutually agreeable contract that is in a form acceptable to the City Attorney, York will work with JT2 to receive data and could take over the account and all associated claims services effective January 1, 2017. The City must give JT2 90 day's written notice to terminate the contract.

**Attachments**

1. Supplemental report from City Attorney Benoun regarding the City's ability to terminate it's existing contract with JT2.
2. Proposed Resolution.

**Action** - It is recommended that the City Council, by resolution, authorize and direct, the City Manager to: (1) terminate the City's existing contract with JT2 Integrated Resources for Workers' Compensation Third Party Claims Administration; and (2) negotiate and enter into an agreement with York Risk Management Services to serve as the Third Party Administrator of the City of Newark's Workers' Compensation Program.

**Supplemental Report Regarding City Staff's Recommendation to Terminate the City's Contract with JT2 Integrated Resources – from City Attorney Benoun.  
(INFORMATIONAL ITEM ONLY)**

**Executive Summary** – This supplemental staff report explains that: (1) the City received a complaint from JT2 Integrated Resources (the City's current third party claims administrator and hereinafter referred to as "JT2") alleging bias by the City against JT2; (2) City staff retained the services of a professional outside investigator; and (3) the investigator found that the decisions to both issue the RFP and to recommend York Risk Management Services were based on legitimate business reasons. Accordingly, the City Council can terminate its existing contract with JT2 and enter into an agreement with York if it desires to do so.

**Background** – On June 6, 2016, City staff sent a letter to all vendors, except York, notifying them that City staff will not be recommending them to be the City's third party claims administrator ("TPA") for Workers' Compensation. On June 10, 2016 – four days after the letter was sent by mail – the City Attorney's Office received an e-mail from Ms. Melinda Guzman, Esq., counsel for JT2, questioning the City's decision to retain another vendor for TPA services. The email also requested that the City Attorney investigate "what appears to be bias on the decision to change companies." The complaint referenced that JT2 is a "Hispanic owned company."

In response to receiving this complaint, the City retained the professional services of Ms. Katharine G. Wellman, Esq., of Libow & Wellman Municipal Law to investigate. Ms. Wellman is an experienced municipal attorney, having begun practicing public agency law immediately after graduating from UCLA School of Law in 1989 and continuing up until the present. She worked as an in-house attorney for several Bay Area agencies, including AC Transit, as well as the Cities of San Mateo and Tracy. She also spent several years with the Meyers Nave law firm in Oakland and has provided contract legal services for the cities of Benicia and Emeryville. She has conducted numerous workplace investigations and, in fact, has provided training to various cities on how to properly conduct workplace investigations.

Ms. Wellman thoroughly investigated the allegations made by JT2 by interviewing Mr. Casas (with his attorney present), interviewing City staff and City consultants, and reviewing several documents, including various e-mails between City staff and the other public agencies regarding the issuance of the RFP. Ms. Wellman ultimately authored an exhaustive report that extensively outlines all of the allegations made by JT2, analyzes all of the evidence received, and makes multiple findings. Although no adverse findings were made against the City, the report cannot be publicly disclosed because it is primarily a personnel record and is therefore subject to confidentiality rules.

**Discussion** – Despite the confidentiality of the report itself, there are some salient points that speak to the RFP process that should be brought to the Council's attention. They are discussed below:

### The Decision to Issue the RFP Was Based on Legitimate Business Reasons

JT2 questions the City's decision to issue an RFP. First and foremost, there is no evidence that City staff was aware that JT2 is a Hispanic owned company prior to deciding to issue the RFP. Moreover, City staff's decision to issue the RFP was based on several legitimate and critical factors, which includes the following: First, the City initially entered into a written contract with JT2 back in 2001 – nearly 15 years ago. In other words, an RFP was long overdue because best business practices dictate that the City engage in a competitive bidding process every few years to ensure it is getting the best service and at competitive rates. Second, several staff members expressed dissatisfaction with JT2's service in recent years and wanted services that JT2 did not provide. Third, City staff was able to capitalize on a joint competitive bidding process with two other agencies, which minimized staff time and increased efficiencies.

### The Decision to Recommend York Services Was Based on Legitimate Business Reasons

JT2 also questions why City staff recommends a different TPA vendor. However, there is no evidence that the ownership of JT2 played any role in staff's decision that York best met the needs of the City to be its next TPA. Furthermore, the decision to recommend York Services was also based on legitimate business reasons. These reasons are outlined in the accompanying staff report and include the following: (1) York's proposed rates are lower than JT2's proposed rates; (2) the panel expressed favorable opinions of York's interview presentation; (3) unlike JT2, York has experience with carve-outs (a negotiated alternative to standard workers compensation provisions); (4) York offers an immediately available managed provider network; and (5) reference checks revealed very favorable opinions of York and their claims adjuster who would be assigned to Newark.

**Summary** - The decisions to both issue the RFP and to recommend termination of the City's contract with JT2 were based on legitimate business reasons. Therefore, the Council, if it so desires, may terminate its contact with JT2 and direct staff to negotiate and enter into a new contract with York.

**Action** – This report is being provided for informational purposes only to supplement the accompanying staff report.



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING AND DIRECTING THE CITY MANAGER TO TERMINATE THE CITY'S EXISTING CONTRACT WITH JT2 INTEGRATED RESOURCES FOR WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION AND TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH YORK RISK SERVICES GROUP TO SERVE AS THE THIRD PARTY ADMINISTRATOR OF THE CITY OF NEWARK'S WORKERS' COMPENSATION PROGRAM

WHEREAS, the City of Newark is self-insured for workers' compensation claims and uses the services of a third party to provide claims administration, legal services, and statistical analysis; and

WHEREAS, in or around December 2001, after engaging in a competitive process, the City of Newark selected JT2 Integrated Resources, Inc. (hereinafter "JT2") to serve as the City's Workers' Compensation Third Party Claims Administrator, and entered into a written contract therefor;

WHEREAS, in or around August, 2005, after the expiration of said contract, the City entered into another contract with JT2 to continue to provide said services;

WHEREAS, on or around November 16, 2015, the Cities of San Leandro, Hayward, and Newark jointly issued a Request for Proposals for Workers' Compensation Third Party Administration ("WC TPA"), RFP #1619-111215 (hereinafter "RFP");

WHEREAS, the City of Newark's decision to issue the RFP was based on legitimate business decisions, including: (1) best business practices dictate that public agencies engage in a competitive bidding process so as to ensure that public monies are being expended fairly, judiciously, and in a cost-effective manner; (2) the City had not engaged in a competitive process for WC TPA since 2001; (3) the City was able to engage in a competitive bidding process by working with two other public agencies so as to minimize staff time and increase efficiencies;

WHEREAS, after issuing the RFP, the City of Newark received eight proposals from various vendors;

WHEREAS, the City of Newark conducted a thorough review of the proposals, including an initial examination of all the proposals, an external panel consisting of representatives from the Cities of Hayward, San Leandro, and Newark reviewing each proposer's presentation, and an internal panel from the City of Newark reviewing second presentations from four proposers, including JT2 and York Risk Services Group;

WHEREAS, York Risk Services Group (“York”) was identified by the internal panel as the most qualified firm to provide the services requested by the City of Newark for the reasons identified below; and

WHEREAS, the City of Newark desires to enter into a contract with York for the following reasons:

- (a) York has over thirty (30) years of experience in providing WC TPA, including several nearby California Cities such as Fremont, Concord, Alameda, Milpitas, Palo Alto, and Vallejo;
- (b) York can provide an immediately available customized, selective managed provider network;
- (c) York has experience with “carve out” programs;
- (d) York can provide essential staffing continuity, consistency and reliability by assigning a highly regarded Senior Claims Examiner with over 15 years of experience with the same employer and a Claims Supervisor and Account Manager with over 30 years of combined experience;
- (e) Reference checks revealed that York’s clients are highly satisfied with the overall services provided by York, including York’s responsiveness and expertise, timely verbal contact with injured workers, and the quality and stability of assigned claims staff;
- (f) York presented the lowest bid for monthly administration fees out of the four (4) proposals reviewed by the internal panel, including being lower than JT2; and
- (g) York presented the lowest cost for flat rate bill reviews out of the four (4) proposals reviewed by the City’s internal panel, including being lower than JT2.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find and declare that:

- (1) All of the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein;
- (2) The City Manager is hereby authorized and directed to terminate the City’s existing contract with JT2 Services for Workers’ Compensation Third Party Claims Administration, dated August 1, 2005, and as amended; and
- (3) The City Manager is hereby authorized and directed to negotiate and enter into a five-year agreement, in a form acceptable to the City Attorney, with York Risk Services Group to provide Workers’ Compensation Third Party Claims Administration services commencing on or around January 1, 2017.



**City of Newark**

**MEMO**

**DATE:** September 2, 2016

**TO:** City Council

**FROM:** Sheila Harrington, City Clerk *S.H.*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 22, 2016.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

Check Date

Check Numbers

September 2, 2016    Page 1-2    108877 to 108969    Inclusive



City of Newark

MEMO

**DATE:** September 2, 2016

**TO:** Sheila Harrington, City Clerk

**FROM:** Susie Woodstock, Administrative Services Director *SKW*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 22, 2016.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

Final Disbursement List. Check Date 09/02/16, Due Date 09/26/16, Discount Date 09/26/16. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108877	10658	4LEAF INC	09/02/16	17,402.88	BLDG INSPECTION SERVICES
108878	10736	ABACUS PRODUCTS INC	09/02/16	469.03	PRINTING SVCS
108879	149	ABAG PLAN CORPORATION	09/02/16	334,940.00	INSURANCE PREMIUM
108880	10027	AD SERVICES	09/02/16	65.00	COURIER SRVCS
108881	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	09/02/16	1,627.46	PAYROLL - SHORT TERM DISABILITY PREM
108882	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	09/02/16	783,770.75	FIRE SERVICES
108883	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	09/02/16	1,363.44	LATENT PRINTS
108884	9144	MICHAEL ALLUM	09/02/16	94.74	PATROL NON-POST TRAINING
108885	348	AT&T	09/02/16	452.30	MONTHLY TELECOM AUG16
108886	1085	AT&T	09/02/16	39.49	ATT LONG DISTANCE AUG16
108887	147	AT&T MOBILITY	09/02/16	1,983.46	CELL SVC FOR MDT'S 07/14-08/13/16
108888	6900	BARTEL ASSOCIATES LLC	09/02/16	4,200.00	ACTUARIAL REPORTS
108889	180	BRUCE BARTON PUMP SERVICE INC	09/02/16	606.60	IRRIGATION PUMP & WELL SERVICE
108890	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	09/02/16	119.12	BATTERIES
108891	4534	BAY AREA BARRICADE SERVICE INC	09/02/16	4,340.86	REGULATORY & STREET NAME SIGNS
108892	9888	BUREAU VERITAS NORTH AMERICA INC.	09/02/16	1,016.82	FY15-16 YE BLDG INSPECTION SERVICES
108893	444	C H BULL CO	09/02/16	946.15	EQUIPMENT REPAIR OF GENIE PERSONAL LIFT
108894	1249	CALBO	09/02/16	2,595.00	REGISTRATION CALBO EDUCATION WEEK
108895	7898	CALIFORNIA DIESEL & POWER	09/02/16	891.00	EMERGENCY GENERATOR SERVICE & REPAIR
108896	10261	CARBONIC SERVICE	09/02/16	246.87	CO2 PURCHASES
108897	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	09/02/16	399.36	LEGAL LIBRARY RESOURCES
108898	214	CENTRAL VETERINARY HOSPITAL	09/02/16	50.20	K9 VET SVCS
108899	11011	CHANDLER GARAGE DOOR	09/02/16	4,150.00	CITYWIDE BUILDING UPGRADES
108900	11381	CLARK'S HOME AND GARDEN, INC.	09/02/16	82.50	SOIL MIXES AND GRAVEL
108901	6304	CLASSIC GRAPHICS T & J LEWIS INC	09/02/16	4,844.37	AUTO BODY REPAIRS/GRAPHICS
108902	10970	COCA COLA REFRESHMENTS UNION CITY SALES	09/02/16	468.52	CAFE PURCHASES
108903	10060	COMCAST	09/02/16	76.00	CABLE SVCS
108904	1109	CAPITAL ONE COMMERCIAL	09/02/16	4,664.12	SUPPLIES
108905	242	CROP PRODUCTION SERVICES	09/02/16	1,938.15	PESTICICE/CHEMICALS
108906	10649	JOHN ZEITER	09/02/16	1,000.00	DANCE PERMIT DEPOSIT REFUND
108907	10793	TRACI COLON	09/02/16	24.00	T-SHIRT REFUND
108908	10793	EDUARD VILLANUEVA	09/02/16	300.00	RENTAL DEPOSIT REFUND
108909	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	09/02/16	88.75	LEGAL ADS
108910	63	THE GOODYEAR TIRE & RUBBER CO	09/02/16	6,073.66	TIRE PURCHASE/REPAIR
108911	10794	DUKE DE LEON	09/02/16	150.00	VIDEO RECORDING SERVICES
108912	7631	DELTA DENTAL	09/02/16	6,499.14	PAYROLL - DENTAL PREMIUM SEPT'16
108913	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	09/02/16	462.87	PAYROLL - DENTAL PREMIUM SEPT'16
108914	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	09/02/16	509.00	RECREATION CONTRACT
108915	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	09/02/16	675.92	VISION PREMIUM
108916	522	FEDEX	09/02/16	42.53	FEDEX EXPRESS SERVICES
108917	1733	FIRST BAPTIST CHURCH	09/02/16	80.00	PAYROLL DEDUCTION - DONATION AUG'16
108918	1120	FORENSIC ANALYTICAL SCIENCES, INC	09/02/16	95.00	LAB TESTS
108919	5137	FOUR SEASONS POOL SERVICE	09/02/16	3,113.78	FY 2016-17 SWIMMING POOL REPAIRS/SERVICE
108920	5106	CITY OF FREMONT REVENUE DIVISION	09/02/16	4,584.80	SHELTER OPERATING EXPS
108921	11112	FREMONT CHRYSLER DODGE JEEP RAM	09/02/16	109.23	FY 2016-17 AUTO REPAIRS/SERVICE
108922	10983	G BORTOLOTO & CO INC	09/02/16	102,751.24	CIP PROJECT #1116 (2016 ASPHALT CONCRETE
108923	3638	MARK GOTHARD	09/02/16	3,352.70	RECREATION CONTRACT
108924	4845	HINDERLITTER DELLAMAS & ASSOCIATES	09/02/16	8,261.28	SALES TAX CONSUTLING/AUDIT SVCS
108925	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	09/02/16	1,300.81	FY 2016-17 MISC. MAINTENANCE PARTS/SUPPL
108926	11123	I PIZZA	09/02/16	980.15	Pizzas for cafe and parties
108927	3642	IMAGE SALES INC	09/02/16	540.14	SERVICE AGREEMENT FOR ID BADGE PRINTER

Final Disbursement List. Check Date 09/02/16, Due Date 09/26/16, Discount Date 09/26/16. Computer Checks.  
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108928	9687	J.J. KELLER & ASSOCIATES, INC.	09/02/16	945.00	FY 2016-17 KELLER ONLINE SAFETY
108929	2540	DEOL OIL JARVIS SHELL	09/02/16	244.71	GASOLINE/CAR WASHES
108930	11402	JESSICA RIVAS	09/02/16	314.96	EXPENSE REIMBURSEMENT
108931	10192	SITEONE LANDSCAPE SUPPLY	09/02/16	68.37	IRRIGATION SUPPLIES
108932	10334	TIM JONES	09/02/16	110.10	EXPENSE REIMBURSEMENT
108933	7964	KNORR SYSTEMS INC	09/02/16	3,363.84	PULSAR BRIQUETTES
108934	11327	LEVOC ATTN: CHRISTINE CO, HOMELAND SECUR	09/02/16	200.00	COMM ENG PROGRAM
108935	8276	LEHR AUTO	09/02/16	17,666.37	OUTFITTING FOR (3) PD UTILITY VEHICLE RE
108936	3644	RELX INC. DBA LEXISNEXIS	09/02/16	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
108937	11391	LIBOW AND WELLMAN MUNICIPAL LAW	09/02/16	3,114.75	LITIGATION & CONSULTING SRVC
108938	7618	METLIFE SBC	09/02/16	1,879.23	PAYROLL - LONG TERM DISABILITY PREM
108939	9029	MEYERS NAVE RIBACK SILVER & WILSON	09/02/16	6,784.24	LITIGATION & CONSULTING SRVC
108940	11357	MISSION UNIFORM SERVICE	09/02/16	2,034.27	UNIFORM MATS & TOWEL SERVICE FY 2016-17
108941	8500	MONAHAN PAPER COMPANY	09/02/16	3,289.44	PARKS SUPPLIES
108942	324	NEWARK CHAMBER OF COMMERCE	09/02/16	3,188.90	CHAMBER EXPENSES 07/16
108943	1290	NEWARK DAYS CELEBRATION INC	09/02/16	30.00	2016 ENTRY FEE
108944	10961	BRETT OEVERNDIEK	09/02/16	44.43	EXPENSE REIMBURSEMENT
108945	349	PACIFIC GAS & ELECTRIC	09/02/16	17,823.08	COSTS FOR STREETLIGHTS AND TRAFFIC SIGNA
108946	11014	PACIFIC PLUMBING & SEWER SERVICE	09/02/16	950.00	FY 2016-17 PLUMBING
108947	11412	PROSHRED SFBA	09/02/16	105.00	SHREDDING SVCS 08/16
108948	4346	QUALITY SIGN & BANNER	09/02/16	400.77	RECYCLING & TRASH BANNERS FOR NEWARK DAY
108949	9811	REDFLEX TRAFFIC SYSTEMS	09/02/16	18,800.00	REDLIGHT CAMERA MONITORING
108950	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	09/02/16	2,747.50	LITIGATION & CONSULTING SRVC
108951	11375	RESIDENCE INN SAN JOSE SOUTH	09/02/16	7,613.28	ACADEMY TRAINEE HOTEL
108952	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	09/02/16	35,833.97	NEWARK PARKS MASTER PLAN - 07/16
108953	112	WILLE ELECTRICAL SUPPLY CO INC	09/02/16	715.65	ELECTRICAL SUPPLIES
108954	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	09/02/16	170.00	WEB HOSTING, EMAIL FILTERING, & NETWORK
108955	11098	SILVER & WRIGHT LLP	09/02/16	1,537.74	LITIGATION & CONSULTING SRVCS
108956	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	09/02/16	440.00	PAYROLL DEDUCTION - GARNISHMENT
108957	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	09/02/16	150.00	PAYROLL DEDUCTION - GARNISHMENT
108958	9476	YSERCO INC	09/02/16	932.50	FY 2016-17 AUTOMATIC HVAC CONTROLS-SILLI
108959	5463	MARY TEIXEIRA	09/02/16	7.56	EXPENSE REIMBURSEMENT
108960	11427	THE COMEDIAN AGENCY INC.	09/02/16	175.00	SENIOR CENTER 9/14 ENTERTAINMENT
108961	135	TURF & INDUSTRIAL EQUIPMENT CO	09/02/16	1,238.13	FY 2016-17 FLEET SUPPLIES
108962	3930	UNION BANK UNION BANK TRUST DEPARTMENT -	09/02/16	2,190.00	2002 COP TRUSTEE FEE
108963	88	UNITED ROTARY BRUSH CORP	09/02/16	2,019.33	FY 2016-17 PARTS/SUPPLIES
108964	363	UNITED STATES POSTMASTER	09/02/16	2,520.00	DELIVERY OF CITY NEWSLETTER
108965	3446	UNIVERSAL SPECIALTIES INC	09/02/16	705.62	PLUMBING SUPPLIES
108966	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	09/02/16	286.64	PAYROLL PREMIUMS E0246926
108967	5623	VERIZON WIRELESS	09/02/16	4,483.40	SERVICE FOR IPADS
108968	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	09/02/16	50.00	LAB TESTS 07/16
108969	1640	ZAP MANUFACTURING INC	09/02/16	253.81	ALUMINUM SIGN RECYCLING & REFURBISHING
Total				1,460,442.78	