



Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: Sharon Crull
Paul Dohring
Greg Pitts

St. Helena City Council

Meeting

August 9, 2016

6:00 PM Regular Meeting

Vintage Hall Board Room – Second Floor

465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the “Oral Communication” portion of the agenda may do so, but please observe the time limit of three minutes.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

- 4. PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

- 5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

CONSENT ITEMS: Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

6. Consideration and proposed approval of Regular Meeting Minutes of June 28, 2016
CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt
7. Consideration and proposed approval of a resolution approving a City of St. Helena Internship Policy P-HR-0107, a Policy and Procedures Handbook for City Departments, and a Policy and Procedures Handbook for City Interns
CEQA Status: Not a CEQA Project
Prepared By: Kathy Robinson, Human Resources & IT Director
Mandy Kellogg, Administrative Services Manager
Recommendation: Adopt
8. Consideration and proposed approval of a resolution accepting the work and directing the filing of the Notice of Completion for the Lower York Creek Dam Rehabilitation CIP W-108; Repair Outlet Tower
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
9. Consideration and proposed approval of a resolution approving a sole source purchase for one (1) Channel Monster Waste Water Grinder from JWC Environmental in an amount not to exceed \$45,000
CEQA Status: Not a CEQA Project
Prepared By: Jarratt Rossini, Acting Chief Plant Operator
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
10. Consideration and proposed approval of a resolution approving the Final Map for Fulton Lane Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement
CEQA Status: Categorically Exempt, Section 15315, subdivision of four or fewer parcels; and Section 15303, construction or conversion of small structures including single-family residences, garages, pools, etc.
Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
11. Consideration and proposed approval of a resolution providing a budgeted limited term full-time Administrative Records Assistant in the City Clerk's office for a cost of \$56,906; and funding to reconfigure the front office to accommodate three work stations which includes office furniture and the purchase of a new computer for a cost not to exceed \$4,500; for a total transfer from General Fund Reserves not to exceed \$64,406
CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt

NEW BUSINESS:

- 12.** Consideration and proposed approval of a letter to the Citizens' Stamp Advisory Committee in Washington DC supporting a commemorative stamp of the mural located in the St. Helena Post Office lobby

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Approve

- 13.** Provide Direction Regarding the Negotiation of a Site Agreement with EVgo for Electric Vehicle Charging Stations at Oak Street Parking Lot

CEQA Status: Not a CEQA Project
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Provide direction

- 14.** Discussion and direction to staff regarding various committee vacancies

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Provide direction

ADJOURNMENT The next Regular City Council meeting is scheduled for August 23, 2016, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on August 5, 2016.



Cindy Black, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <http://cityofsthenana.org> and will be available for public review at the respective meeting.

**Minutes
St. Helena City Council
July 12, 2016**

**6:00 P.M. REGULAR MEETING
465 MAIN STREET, ST. HELENA
VINTAGE HALL BOARD ROOM – SECOND FLOOR**

A complete video recording of this meeting, except for closed session, can be found at www.cityofstheleena.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Crull, Dohring, White, Mayor Galbraith
Absent: Councilmember Pitts

4. PUBLIC FORUM:

Geoff Ellsworth addressed the City Council.

**5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB
1234 REPORTS:**

- a. The City Council at its April 12, 2016 City Council meeting directed staff to cancel the July 26, 2016 City Council meeting – Cindy Black, City Clerk

Acting City Manager/Planning and Community Improvement Director Noah Housh reported City Manager Jennifer Phillips is on vacation and he was appointed Acting City Manager. He also noted that the July 26, 2016 City Council meeting is cancelled.

Finance Director April Mitts noted the Forensic Auditors are calendared to perform work at City Hall the following week.

Grants & Finance Manager Tracey Perkosky announced the City of St. Helena was awarded \$150,000 HOME Grant. The loan program is for low and moderate income community members.

Mayor Galbraith reported that the community fireworks event at Crane Park was a success.

STAFF BRIEFING

6. Monthly water wise update presented by Jennifer Tuell, Water Conservation Coordinator

Water Conservation Coordinator Jennifer Tuell provided the monthly water wise update.

PRESENTATIONS AND PUBLIC RECOGNITIONS

7. Proclamation – Designation of July as Park and Recreation Month presented to Recreation Director Haidi Arias

CONSENT ITEMS: Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

8. Consideration and proposed approval of Regular Meeting Minutes of June 28, 2016

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt

9. Consideration and proposed approval of a resolution 2016-91 approving a First Amendment to the Professional Services Agreement with Kleinfelder Incorporated in the amount of \$66,039 for additional work required for the Geotechnical and Seismic Analysis of the St Helena Lower Dam, Capital Improvement Project W-108, for a total agreement amount of \$156,734

CEQA Status: Categorically Exempt, Section 15301 and 15304, Existing Facilities, and Minor Alteration to Land
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

10. Consideration and proposed approval of a resolution 2016-92 approving Contract Change Order No. 4 to the Construction Contract for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84, with DRS Marine, Inc. in the amount of \$31,922 to DRS Marine Inc. for critical repairs of the upper valve at Bell Canyon Reservoir Intake Tower

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

11. Consideration and proposed approval of a resolution 2016-93 accepting the Work and Directing the Filing of the Notice of Completion for the Charter Oak at Hwy 29 Sewer Replacement, Capital Improvement Project S-68

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

Item 12 was pulled from Consent.

- ~~12. Consideration and proposed approval of a resolution 2016-94 authorizing the City Manager to execute a Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train for a Sewer Force Main~~
~~CEQA Status: Mitigated Negative Declaration, adopted on August 24, 2010, and as amended on March 10, 2015, September 11, 2015, and February 29, 2016~~
~~Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer~~
~~Recommendation: Adopt~~

Item 13 was pulled from Consent and will be considered at a future Council meeting.

- ~~13. Consideration and proposed approval of a resolution approving a Professional Services Agreement with ProMaintenance Janitorial Service in the amount of \$215,064 to provide janitorial services to City facilities for three years~~
~~CEQA Status: Not a CEQA Project~~
~~Prepared By: Carlos Uribe, Public Works Maintenance Manager~~
~~Steven Palmer, PE, Director of Public Works/City Engineer~~
~~Recommendation: Adopt~~

Mayor Galbraith noted a correction to Item 14 regarding the contract Amendment #2 with Municipal Resource Group to provide professional planning services for an additional amount of “\$160,000” not \$190,000 as previously noted, for a total contract amount not to exceed “\$291,500” not \$321,500 as previously noted.

- ~~14. Budget Consideration and proposed approval of a resolution 2016-95 approving contract Amendment #2 with Municipal Resource Group to provide professional planning services for an additional amount of \$190,000 \$160,000, for a total contract amount not to exceed \$321,500 \$291,500~~
~~CEQA Status: Not a CEQA Project~~
~~Prepared By: April Mitts, Finance Director~~
~~Noah Housh, Planning and Community Improvement Director~~
~~Recommendation: Adopt~~

Councilmember Crull moved to approve Consent Items 8-11 and 14. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

Director of Public Works/City Engineer Steve Palmer reported on pulled Consent Item 12.

Anthony Micheli, Mike Griffen, Tom Hoppe and Geoff Ellsworth addressed the City Council.

- 12.** Consideration and proposed approval of a resolution 2016-94 authorizing the City Manager to execute a Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train for a Sewer Force Main

CEQA Status: Mitigated Negative Declaration, adopted on August 24, 2010, and as amended on March 10, 2015, September 11, 2015, and February 29, 2016

Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer

Recommendation: Adopt

Vice Mayor White moved to approve Consent Item 12. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

PUBLIC HEARING:

- 15.** Consideration and proposed approval of a resolution 2016-96 approving the issuance of revenue bonds by the California Statewide Communities Development Authority ("CSCDA") for the purpose of financing the improvement of certain educational facilities located in St. Helena, California for the benefit of the Culinary Institute of America ("Borrower")

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Recommendation: Open/close public hearing and adopt resolution

Finance Director April Mitts reported on this item.

Mayor Galbraith opened the public hearing.

CSCDA Representative James Hamill, Anthony Canelli, Donna Hicks, Susan Kenward, Geoff Ellsworth, Mike Griffen, Pam Simpson, Jose Martin and CIA Representative Tom Bensele addressed the City Council.

Mayor Galbraith closed the public hearing.

Vice Mayor White moved to approve resolution 2016-96 approving the issuance of revenue bonds by the California Statewide Communities Development Authority ("CSCDA") for the purpose of financing the improvement of certain educational facilities located in St. Helena, California for the benefit of the Culinary Institute of America ("Borrower"). The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull and Mayor Galbraith

NOES: Councilmember Dohring

ABSENT: Councilmember Pitts

- 16.** Consideration and proposed approval of a resolution 2016-97 authorizing City Manager or Designee to Submit an Application in the Amount of \$300,000 for the 2016 Notice of Funding Availability for the State Community Development Block Grant (CDBG) for an Owner-Occupied Housing Rehabilitation Assistance Program Including the Approval of Program Guidelines

CEQA Status: Not a CEQA Project

Prepared By: Tracey Perkosky, Grants and Finance Manager

Recommendation: Open/close public hearing and adopt resolution

Grants and Finance Manager Tracey Perkosky reported on this item.

Mayor Galbraith opened the public hearing.

No public comment received.

Mayor Galbraith closed the public hearing.

Councilmember Crull moved to approve resolution 2016-97 authorizing City Manager or Designee to Submit an Application in the Amount of \$300,000 for the 2016 Notice of Funding Availability for the State Community Development Block Grant (CDBG) for an Owner-Occupied Housing Rehabilitation Assistance Program Including the Approval of Program Guidelines. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers Crull, Dohring, White and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

NEW BUSINESS:

- 17.** Consideration of:

City Clerk Cindy Black reported on this item.

Donna Hinds addressed the City Council.

- 1.** Second reading and adoption of an Ordinance 2016-10 imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled “Transactions and Use Taxes” of Title 3 entitled “Revenue and Finance” of the St. Helena Municipal Code, subject to voter approval; and

Councilmember Crull moved to adopt Ordinance 2016-10 imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled “Transactions and Use Taxes” of Title 3 entitled “Revenue and Finance” of the St. Helena Municipal Code, subject to voter approval. The motion was seconded by Vice Mayor White

and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

2. Proposed resolution 2016-98 ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016; and

No public comment received.

Vice Mayor White moved to approve resolution 2016-98 ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

3. Proposed resolution 2016-99 authorizing and setting City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election; and

No public comment received.

Vice Mayor White moved to approve resolution 2016-99 authorizing and setting City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

4. Proposed resolution 2016-100 providing for the filing of rebuttal argument

regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election; and

Bobbie Monnette addressed the City Council.

Councilmember Crull moved to approve resolution 2016-100 providing for the filing of rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

5. Proposed resolution 2016-101 providing for the release of the City Council's rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election.

No public comment received.

Vice Mayor White moved to approve resolution 2016-101 providing for the release of the City Council's rebuttal argument and designating Vice Mayor White and Councilmember Crull to author the rebuttal argument, regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt

Mayor Galbraith called for a recess.

Mayor Galbraith reconvened the meeting.

18. Consideration and proposed approval of a resolution 2016-102 adopting the Five-Year Capital Improvement Plan (Fiscal Years 2016/2017 to 2020/2021)

CEQA Status: Categorically Exempt Sections 15301, 15302, 15303. Each

project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.

Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

Director of Public Works/City Engineer Steve Palmer reported on this item.

No public comment received.

Vice Mayor White moved to approve resolution 2016-102 adopting the Five-Year Capital Improvement Plan (Fiscal Years 2016/2017 to 2020/2021). The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Crull and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 8:59 p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 9, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a City of St. Helena Internship Policy P-HR-0612, a Policy and Procedures Handbook for City Departments, and a Policy and Procedures Handbook for Interns

CEQA Status: Not a project

Prepared By: Kathy Robinson, Human Resources & IT Director
Mandy Kellogg, Administrative Services Manager

Approved By: Jennifer Phillips, City Manager

BACKGROUND

Volunteer programs and internships, while similar are very different. By definition, the Oxford Dictionary defines a volunteer as "a person who freely offers to take part in an enterprise or undertake a task" and an internship as "the position of a student or trainee who works in an organization, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification". A volunteer will typically have control of when they choose to volunteer their time for a cause, whereas an intern will typically have a scheduled time to work in order to meet a requirement or to gain the work experience. Volunteers are unpaid, while internships can be paid or unpaid. Both are similar in that neither are permanent employees of the city.

Earlier this year, in recognition of the City having an existing and successful volunteer program, the City Council adopted Resolution 2016-14 approving a City of St. Helena Volunteer Policy and Procedures Handbook. The Volunteer Handbook was an essential document needed to provide policy and program guidance to staff and volunteers. The handbook provides volunteers an overview of the City's policies and procedures concerning volunteers, and gives those interested in volunteering with the City a better understanding of what their role and responsibilities are as a volunteer. The handbook also provides clear direction to all City departments on how to recruit, coordinate, and manage volunteers. Standard policies and procedures regarding risk management and liability issues were also included in the handbook.

Although the City has been approached several times by individuals and schools seeking a city internship program, and many City departments have expressed an interest in

utilizing interns, an internship program was not developed at the same time; with staff constraints, resources were allocated to focus on volunteers as the City utilizes volunteers on a regular basis.

DISCUSSION

Currently there are no internships in place, however some departments have budgeted for interns for FY 2016-17 and are ready to move forward. Human Resources has developed ***Internship Program Policy P-HR-0612*** (Attachment 1), and two (2) policy and procedure handbooks, ***City of St. Helena Internship Program Policy & Procedures Handbook for Interns*** (Attachment 2), and ***City of St. Helena Internship Program Policy & Procedures Handbook for City Departments*** (Attachment 3).

The City has utilized unpaid interns in the past, however, the California Division of Labor Standards Enforcement (DLSE) does not treat unpaid internship lightly. In fact, when researching information on developing an internship, the literature found includes statements that warn anyone considering an unpaid internship to proceed carefully when developing their program. Given this note of caution, Human Resources has developed a paid only internship policy for the City, and one that is clearly separate from the volunteer program to avoid any confusion especially as it applies to the DLSE definition of volunteer which is "generally a person who performs work for public service, religious or humanitarian reasons without promise, expectation or receipt of compensation for that work".

The ***Volunteer Program Policy and Procedures Handbook*** served as the basis for developing the intern handbook. The ***Internship Program Policy and Procedures Handbook for Interns*** borrows directly from the core of the volunteer program handbook adopting the majority of the volunteer program elements. Specifically, all of the policies (15) adopted in the volunteer program handbook were adapted for the intern handbook and focus on:

- The role and responsibilities, including confidentiality, attendance, and behavior.
- The steps involved in becoming a City intern, including background checks and fingerprinting, the interview, orientation, training and evaluation processes.
- The forms that need to be completed to apply, including the City of St. Helena Waiver & Release form.
- The regulations and policies pertaining to the recruitment of interns under the age of 18.
- Procedures for disciplinary action and dismissal and those covering injury and accidents.

Key elements that were substantively changed or added for the internship program are as follows:

- Program overview

- Qualifications for internship
- Classification, operational title & salary range
- Intern assignment of duties
- Internship program placement action form
- Intern application form
- Weekly timesheet and sign-in log form

The other distinguishing element of the internship policy was the development of a separate policy and procedures handbook specifically for City departments. The ***Policy and Procedures Handbook for City Department*** provides the step-by-step procedures of ***Internship Policy P-HR-0612***. Specifically, the handbook reiterates the policy with an added emphasis on the steps necessary for a department head to design and implement a program specific for its department, including, but not limited to identifying needs of the departments, creating a position description based on needs and/or projects identified, and creating a work plan.

A final element that differentiates the program from the volunteer program, prior to any implementation of an internship program, department heads are required to have appropriated a City Council approved budget through the annual budget process or by making a formal request at a regular City Council meeting.

FISCAL IMPACT

Adopting the City of St. Helena Internship Program Policy & Procedures Handbook will have no impact on the City's budget. The policy and procedures require that any department considering an intern program must have a City Council approved budget in place prior to any intern program implementation.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

1. Internship Policy P-HR-0612
2. City of St. Helena Internship Program Policy & Procedures Handbook for City Departments
3. City of St. Helena Internship Program Policy & Procedures Handbook for Interns
4. Resolution

	City of St. Helena Administrative Policy	Policy Internship Policy
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Title: Internship Policy		Policy #	P-HR-0612
		Revision #	001
		Implementation Date	2016-08-09
		Last Update Date	2016-08-05 KR
Approval by City Manager		Date Approved	

I. Overview of Purpose and Scope of this Policy

The purpose of this Policy is to establish guidelines for department heads and managers to effectively implement and manage an intern program for their department. The internship program establishes the expectations of student interns and aims to provide student interns with an opportunity to enhance the student's classroom learning experience through practical care-related work experience.

II. Authority

This policy is an implementation of the City Manager's authority under the City of St. Helena's Municipal Code and shall take precedence over any inconsistent provisions of prior approved Personnel or Administrative policies. To the extent any previous administrative policies or administrative direction issued by the City Manager is inconsistent with this Policy, those inconsistent policies and directions are hereby repealed and rescinded.

III. Policy

A. Program Overview

The Internship Program offers high school, college, university or graduate students the opportunity to gain both academic and practical experience working in local government. The internships are designed to provide the participants with the opportunity to apply academic skills to various "real world" assignments with the City. Students will have the opportunity to learn about the City of St. Helena and the exceptional services it provides to the community.

The internships provides the following benefits:

- A full and realistic view of the world-at-work and integrates academic preparation with practical application and skill development in the work place;
- An opportunity to network with professionals in one's field of interest and a chance to explore career options and develop transferrable skills;
- The opportunity to earn a reasonable wage while obtaining valuable work experience.

B. Qualifications

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1. In order to qualify for an internship the candidate must be at least 14 years old, a student currently enrolled in high school, college, university or graduate program with a GPA of 2.0 or higher, interested in learning about careers in local government while obtaining related work experience. Candidates must also meet any course requirements for the specific internship program, as outlined in the internship announcement.
2. The selected candidate must be able to pass a background investigation and pre-employment physical examination.

C. Classification, operational titles and salary ranges

1. All interns are at-will employees whose employment may be terminated by the City Manager at any time with or without cause, including before the scheduled end of the employee's internship. Interns do not have any appeal rights with regards to their employment as interns. Additionally, the City's Personnel or Administrative policies do not apply to interns unless required by law [or unless explicitly made applicable to interns by action of the City Manager.]
2. Human Resources will classify all interns under an "Intern" classification. Salary ranges will be based on four levels according to the intern's education and current school enrollment status as described below.¹
 - a. Level I – Intern
 - i. High school students enrolled in regular high school classes
 - ii. Those enrolled in an alternative vocational high school
 - iii. Students working toward high school equivalency
 - b. Level II - Intern
 - i. Freshman or Sophomore year college students
 - ii. Community college students
 - iii. Vocational school students who have completed high school
 - c. Level III – Intern
 - i. Junior or Senior year college students
 - ii. Recent graduate of a bachelor's degree or equivalent
 - iii. Student Interns at this level must work in their chosen field of study
 - d. Level IV – Intern
 - i. Professional and post-graduate school students
 - ii. Student Interns at this level must work in their chosen field of study
3. Departments are encouraged to use an "operational title" appropriate for the intern's salary level and assignment of duties

¹ A higher pay range may be considered based on additional work experience and certifications.

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4. Salary ranges may be amended from time to time, therefore are not listed in this section and can be found on the Salary Schedule located on the City's Intranet.
5. Prior to any implementation of an intern program in the department, department heads must have appropriated a City Council approved budget through the annual budget process or by making a formal request at a regular City Council meeting.

D. Staff Procedures

1. **Identify needs of the department.** Researching the needs of the department beforehand will save substantial time in making adjustments after the internship program has begun. Consider:
 - a. Projects/work assignment the intern will undertake;
 - b. Minimum experience/qualifications required to complete the project/work assignments;
 - c. Best time of year to hire;
 - d. Length²;
 - e. Location where work will be performed.
2. **Create a position description.** Creating a position description will ensure that all parties involved have a clear understanding of the expectations of the intern. Use the ***Position Description Template*** found in the City of St. Helena Internship Program, Policy & Procedures Handbook for City Departments. Key items to identify are the following:
 - a. Proper operational title;
 - b. Description of the department;
 - c. Identification of intern's supervisor or mentor³;
 - d. Clear description of the position, general responsibilities, and learning objectives;
 - e. Necessary knowledge, skills, and abilities needed to be successful in the position;
 - f. Minimum education and experience requirements.
3. **Create a work plan.** Programs that do not have a structured plan from the beginning create opportunities for unclear expectations for the student and supervisor. This can lead to an internship experience that lacks quality for both the student and the organization. Use the ***Work Plan Template*** found in the City of St. Helena Internship Program, Policy & Procedures Handbook for City Departments. Develop a work plan that:
 - a. Assigns projects that relate to the intern's area of study;
 - b. Project and/or assignments cannot be currently assigned unit work of the City's bargaining groups (SHEA or POA)
 - c. Identifies action steps that correlates to intern's goals and learning objectives.

² Duration of internship cannot be more than 6 months or 1,000 hours, whichever is less.

³ Supervisor or mentor must be a mid-manager or department head.



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Administrative Policy

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Internship Policy

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4. **Recruit for the position.** Once parameters for the internship have been identified and agreed upon, you are now ready to begin recruiting for the position. Department heads may post the position description on the City's website, and any other job boards. Be sure to include the **City of St. Helena Internship Program, Policy & Procedures Handbook for Interns** provided in Section V - Attachments of this policy with the posting.

When reviewing candidate applications, identify the department expectations as it relates to skills that you need. Keep in mind that preferred candidates meet the minimum experience/qualifications identified.

When appropriate candidates are selected, interviews made be scheduled. If applicable, schedule second interviews. Prior to any intern placement or offer, department heads must submit the following to Human Resources:

- a. Internship Program Action Form;
- b. Intern Position/Posting Description;
- c. Intern Work Plan.

Once all forms have been submitted, Human Resources will draft the offer letter and provide to the intern an official City offer.

6. **Execute the internship.** Now that the internship program is in place and the position has been filled, it is time to bring the intern on board and execute the program and work plan. Upon arrival, departments will use the **Intern Orientation Checklist** provided in Section V - Attachments of this policy to:
 - a. Review behavior/performance expectations;
 - b. Review learning objectives;
 - c. Discuss projected assignments;
 - d. Discuss training schedule (i.e., orientation, professional development sessions, etc.);
 - e. Schedule times for supervision sessions (if not already scheduled);
 - f. Provide opportunity for interns to discuss their expectations.

As the internship progresses, departments may notice that they have under or overestimated the capabilities of a student, or what can realistically be accomplished during the internship. It is a good time to document the performance of the intern, assess their contributions, and reflect upon the projects assigned to students, the training received, and what could be modified to improve the next internship.

7. **Conclude the internship.** There are various ways to conclude an internship. Often, how internships end depend largely on the performance of the intern, whether or not a part-time or full-time position will be offered, and whether other internships will be available in the future. Departments may choose to:
 - a. Provide opportunities for the interns to do presentations to recap their internship experience. This can be a great opportunity for the intern to

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demonstrate their accomplishments and for other employees to see the value of internships.

- b. Discuss future employment options with the student (if applicable).
- c. Hold focus group sessions and/or exit interviews with interns to discuss the experience. Surveys can be used to facilitate this process. Possible questions include:
 - i. What went well?
 - ii. What could be improved?
 - iii. Did the intern feel the workload was manageable?
 - iv. Were all the learning objectives met?
 - v. What was the interns overall impression of the employer and industry?
- d. Host a going away party for the intern.
- e. Take the intern to lunch/dinner.
- f. Provide a letter of recommendation or certificate of completion.

IV. Definitions

- A. None.

V. Attachments

- A. City of St. Helena Internship Program, Policy & Procedures Handbook for City Departments.
- B. City of St. Helena Internship Program, Policy & Procedures Handbook for Interns.

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¹ The City Manager is authorized to revise, amend, or abolish the City of St. Helena Internship Policy and Procedures Handbook for City Department, in a manner consistent with the Council adopted policy.

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Part 1: The Basics of an Internship Program

Internship Program Overview

An internship is an opportunity to enhance a student's classroom learning through practical career-related work experience. The City's internships should have the primary goal of providing students supervision and a chance to learn while contributing to the City's needs.

The Program offers high school, college, university or graduate students the opportunity to gain both academic and practical experience working in local government. The internships are designed to provide the participants with the opportunity to apply academic skills to various "real world" assignments with the City. Students will have the opportunity to learn about the City of St. Helena and the exceptional services it provides to the community.

Qualifications

Candidate must be at least 14 years old, a student currently enrolled in high school, college, university or graduate program with a GPA of 2.0 or higher, interested in learning about careers in local government while obtaining related work experience. Candidates must also meet any course requirements for the specific internship program, as outlined in the internship announcement.

The selected candidate must be able to pass a background investigation and pre-employment physical examination.

Benefits of Hiring a Student Intern

Internships were rated by employers as one of the most effective recruiting methods for hiring new college graduates, according to the 2011 Job Outlook survey conducted by the National Association of Colleges and Employers (NACE).

The internships provide the following benefits:

- Interns can assist with special events and/or short-term projects.
- Interns may offer new ideas and innovative approaches.
- Interns are typically self-motivated and eager to gain experience.
- Mentoring an intern provides your staff member an opportunity to develop supervisory skills.
- An intern can be evaluated and trained for possible future employment.
- Providing internships can be a cost-effective solution for short-term projects.
- A full and realistic view of the world-at-work and integrates academic preparation with practical application and skill development in the work place.
- An opportunity to network with professionals in one's field of interest and a chance to explore career options and develop transferrable skills.
- The opportunity to earn a reasonable wage while obtaining valuable work experience.

Intern Classification, Operational Title & Salary Range

Human Resources will classify all interns under "Casual Worker" classification. Salary ranges will be based on four levels according to the intern's education and current school enrollment status as described below.²

- Level I - Intern
 - High school students enrolled in regular high school classes
 - Those enrolled in an alternative vocational high school
 - Students working toward high school equivalency

² A higher pay range may be considered based on additional work experience and certifications.

- Level II - Intern
 - Freshman or Sophomore year college students
 - Community college students
 - Vocational school students who have completed high school
- Level III - Intern
 - Junior or Senior year college students
 - Recent graduate of a bachelor's degree or equivalent
 - Student Interns at this level must work in their chosen field of study
- Level IV - Intern
 - Professional and post-graduate school students
 - Student Interns at this level must work in their chosen field of study

Departments are encouraged to use an "operational title" appropriate for the intern's salary level and assignment of duties. Salary ranges may be amended from time to time, therefore are not listed in this section and may be found under the Appendix Section – Salary Ranges.

Prior to any implementation of an intern program in the department, department heads must have appropriated a City Council approved budget through the annual budget process or by making a formal request at a regular City Council meeting.

Meaningful Learning Experience

Meaningful learning experiences provide genuine opportunities for students to learn about their desired career path in public service. The main components in providing a meaningful experience are:

- The internship should be aligned with the student's chosen major.
- The internship should include specific measurable learning objectives/outcomes.
- The intern must be closely supervised to ensure they are receiving guidance and feedback regarding their performance.
- The intern should have time to reflect on the learning objectives and summarize their experience.

Part 2: Creating an Internship Program

Creating a successful internship program can be a daunting task. The Human Resources Department has created this resource guide to assist in the process and will work with departments in developing a successful internship program. The goal of this handbook is provide you the essential tools to develop and implement a successful internship program for your department.

The following six steps offer an outline for creating, administering, and evaluating the quality of your internship program. *Part 3: Appendix* provides templates for your department to reference as needed.

Step 1: Identify the needs of the department

Researching the needs of your organization beforehand can save substantial time in making adjustments after you have already begun the internship program. Consider:

- What are your current needs?
- What kind of projects/work assignments do you foresee interns undertaking?³
- What is the minimum experience required to complete the projects/work assignments?
- What is the best time of year to hire student interns?

³ Projects and/or assignments cannot be currently assigned unit work of the City's bargaining groups (SHEA or POA).

- How long should your internship last? ⁴
- Do you have the work space available to support the desired amount of interns?
- Interns must obtain hands-on experience similar to that in a vocational setting.

Step 2. Create a position description

Creating a position description will ensure that all parties involved have a clear understanding of the expectations of the intern. Use the **Position Description Template** to identify the following:

- A proper title.
- A description of the department and work environment.
- Assignment of a supervisor or mentor⁵.
- A clear description of the position, general responsibilities, and learning objectives.
- The necessary knowledge, skills, and abilities needed to be successful in the position.
- The minimum education and experience requirements.

Step 3. Create a work plan

Programs that do not have a structured plan from the beginning create opportunities for unclear expectations for the student and supervisor. This can lead to an internship experience that lacks quality for both the student and the City. Use the **Work Plan Template** to create the plan. Suggestions for maximizing the intern's success and creating a training plan are as follows:

- Assign projects that relate to the intern's area of study.
- Identify action steps that correlates to the intern's goals and learning objectives.
- Provide sufficient and appropriate training.

Interns should have a supervisor or mentor committed to the professional development of the intern. Determining day-to-day and week-to-week projects, work assignments, tasks, and responsibilities prior to bringing your interns on board will also help your intern become successful in his or her new role. This may include a schedule and/or training plan that contain standing weekly appointments such as supervisory and feedback sessions, documented projects, professional development and training opportunities, etc.

Step 4. Recruit for the position

Once parameters for the internship have been identified and agreed upon, you are now ready to begin recruiting for the position. Department Heads may post the position description on the City's website, and any other job boards they choose. Be sure to include the **City of St. Helena Internship Program Policy & Procedures Handbook** with the posting.

When you begin receiving candidates, it is important to identify your expectations as it relates to skills needed. Do you prefer candidates with prior customer service experience, knowledge of Microsoft Office, excellent writing skills, etc.? This is where you can reflect back to step 2, determine the minimum qualifications you are seeking, and choose the most appropriate candidates.

Once you have selected the appropriate candidates, you are now ready to schedule the first round of interviews. If applicable, you may then schedule second interviews with those students that you are interested in. Once you have selected the interns based on their interviews and skills, you are ready to make the internship offer.

Step 5. Execute the internship

Now that you have created a work plan and filled the position, you are ready to bring your intern on board

⁴ Duration of internship cannot be more than 6 months or 1,000 hours, whichever is less.

⁵ Supervisor or mentor must be a mid-manager or department head.

and execute the plan. Students are eager to have an opportunity to demonstrate what they have learned in school and prove themselves. Upon arrival, use the **Intern Orientation Checklist** to:

- Review behavior/performance expectations
- Review learning objectives
- Discuss projected assignments
- Discuss training schedule (i.e., orientation, professional development sessions, etc.)
- Schedule times for supervision sessions (if not already scheduled)
- Provide opportunity for interns to discuss their expectations

As the internship progresses, departments may notice that they have under or overestimated the capabilities of a student, or what can realistically be accomplished during the internship. It is a good time to document the performance of the intern, assess their contributions, and reflect upon the projects assigned to students, the training received, and what could be tweaked to improve the next internship.

Step 6. Conclude the internship

There are various ways to conclude an internship. Often, how internships end depend largely on the performance of the intern, whether or not a part-time or full-time position will be offered, and whether or not other internships will be available in the future.

Some ideas for the final days of the internship are:

- Provide opportunities for the interns to do presentations to recap their internship experience. This can be a great opportunity for the intern to demonstrate their accomplishments and for other employees to see the value of internships.
- Discuss future employment options with the student (if applicable).
- Hold focus group sessions and/or exit interviews with interns to discuss the experience. Surveys can be used to facilitate this process. Possible questions to include:
 - What went well?
 - What could be improved?
 - Did the intern feel the workload was manageable?
 - Were all the learning objectives met?
 - What was the interns overall impression of the employer and industry?
- Host a going away party for the intern.
- Take the intern to lunch/dinner.
- Provide a letter of recommendation or certificate of completion.

City of St. Helena **INTERNSHIP PROGRAM**

Appendix of Templates



This form must be submitted to the Human Resources Department to place an Intern.

CITY OF ST. HELENA

Internship Program Placement Action Form

INTERN NAME: ID:

**To be assigned by HR*

CLASSIFICATION ACTION:

☐ New Hire ☐ Promotion/Demotion ☐ Step Increase ☐ Disciplinary ☐ Other

Intern Working Title:

Salary Classification: ☐ Level I ☐ Level II ☐ Level III ☐ Level IV

Budget Approved: ☐ Annual Budget, FY 20 By Resolution: RESO 20

Budget Amount: \$ GL:

CLASSIFICATION CHANGES:

Classification Change:

☐ Probationary ☐ Regular ☐ Temporary ☐ Part-time ☐ Casual ☐ Intern

☐ Suspension ☐ Leave without pay, until:

PAYROLL ACTION:

Current Range and step: Rate:

New Range and step: Rate:

Special Pay Description: Rate:

TERMINATION:

☐ Resignation ☐ Dismissal ☐ End of Assignment ☐ Convenience of City

☐ Other:

COMMENTS/SPECIAL ACTION:

EFFECTIVE DATE:

DEPARTMENT HEAD:

DATE:

CITY MANAGER:

DATE:



City of St. Helena **INTERNSHIP PROGRAM**

Position/Posting Description

Position Title: Operational Title
Department: Human Resources
Number of Openings: 2

Start Date: January 20, 2016
End Date: May 31, 2016
Hours per Week: 15-20
Work Schedule: Mon – Fri (flexible shifts)

Department Profile: The City of St. Helena employs over 100 full time and part time employees. Our mission is to serve our community and attract and retain a strong workforce committed to serving the public. We provide a wide variety of positions from Police Officers to Librarians, Plant Operators to Lifeguards and Administrative Assistants to Engineers! The City offers many challenging and fulfilling positions in one of the most beautiful communities in the world.

The Human Resources Department provides the following services:

- Recruitment of new employees
- Benefits
- Training
- Retirement
- Risk Management
- Information technology

Position Description: The human resources intern will be responsible for re-organization of personnel records and assist in records retention.

Learning Outcomes:

By the end of the internship, the intern will learn how to:

- Understand what personnel records must be maintained by law, how records must be maintained, and how long files must be retained.
- Gain working knowledge of the applicability of the Law of Personnel Records and Files.

Qualifications:

- Strong organizational skills.
- Candidates with experience in human resources or management.
- Undergraduate students majoring in human resources or related field.
- Minimum GPA of 3.0 preferred

Application Instructions:

Please send cover letter, resume and intern application to: name@cityofstheleena.org.



City of St. Helena INTERNSHIP PROGRAM

Intern Orientation Checklist

INTERN INFORMATION			
Name:		Start date:	
Position:		Supervisor/Mentor:	
FIRST DAY			
☒ Provide intern with City of St. Helena Internship Policy and Procedures Handbook.			
POLICIES			
☐ Review key policies.	• Anti-harassment • Intern absence • Social media/cell phone use • Holidays • Time and leave reporting • Overtime • Performance reviews • Dress code	• Personal conduct standards • Security • Confidentiality • Safety • Emergency procedures • Visitors • E-mail and Internet use	
ADMINISTRATIVE PROCEDURES			
☐ Review general administrative procedures.	• Office/desk/work station • Keys • Mail (incoming and outgoing) • Shipping (FedEx, DHL, and UPS) • Business cards • Purchase requests	• Telephones • Building access cards • Conference rooms • Picture ID badges • Expense reports • Office supplies	
INTRODUCTIONS AND TOURS			
☐ Give introductions to department staff and key personnel during tour.			
☐ Tour of facility, including:	• Restrooms • Mail rooms • Copy centers • Fax machines	• Bulletin board • Parking • Printers • Office supplies	• Kitchen • Coffee/vending machines • Cafeteria • Emergency exits and supplies
POSITION INFORMATION			
☐ Introductions to team.			
☐ Review learning objectives, initial job assignments and training plans.			
☐ Review position description and performance expectations and standards.			
☐ Review position schedule and hours.			
☐ Review payroll timing, time cards (if applicable), and policies and procedures.			
TECHNOLOGY			
☐ Hardware and software reviews, including:	• E-mail • Intranet	• Microsoft Office System • Data on shared drives	• Databases • Internet

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City of St. Helena **INTERNSHIP PROGRAM**

Intern Performance Evaluation

Name of Intern: Click here to enter text.
Supervisor Name: Click here to enter text.

Department/Division: Click here to enter text.
Supervisor Title: Click here to enter text.

Please rate the intern based on their performance in the following categories.

Category	Outstanding	Exceeds Expectations	Meets Expectations	Below Expectations	Needs Improvement
Communication Effectively translates ideas, both verbally and in writing; practices attentive and active listening; speaks clearly and directly.					
Team Work Team player; works cooperatively with others in the department; applies teamwork skills to a variety of situations; builds consensus.					
Work Habits Manages times effectively; accepts responsibility; adapts to changing priorities.					
Problem Solving Identifies challenges; develops creative solutions; develops practical solutions.					
Initiative Adapts to new situations; asks appropriate questions; works well independently.					
Time Management Uses time effectively; arrives to work on time; adheres to deadlines.					
Professional Development Seeks feedback and acts on it; values input and experience of others; asks for help when needed; takes advantage of available training opportunities.					
Personal Attributes Demonstrates commitment, integrity, and honesty; is reliable.					

Additional Comments:

Intern Comments:

Supervisor Signature: _____ **Review Date:** _____

Intern Signature: _____



City of St. Helena **INTERNSHIP PROGRAM**

Sample Intern Feedback Form

Name of Intern: [Click here to enter text.](#)

Supervisor/Mentor Name: [Click here to enter text.](#)

Department/Division: [Click here to enter text.](#)

Beginning of Internship: [Click here to enter text.](#)

End of Internship: [Click here to enter text.](#)

Instructions: Read each statement below and circle the number that most accurately reflects your internship experience.

Statement	Strongly Disagree			Strongly agree		
1 I attended an orientation.	1	2	3	4	5	
2 I felt welcomed in the work environment.	1	2	3	4	5	
3 The work environment was positive and encouraging.	1	2	3	4	5	
4 My supervisor/mentor clearly defined goals at the beginning of the internship.	1	2	3	4	5	
5 The learning objectives were achievable and realistic.	1	2	3	4	5	
6 My supervisor/mentor provided me with constructive feedback.	1	2	3	4	5	
7 My supervisor/mentor was available when I needed support.	1	2	3	4	5	
8 The internship was challenging and intellectually stimulating.	1	2	3	4	5	
9 I consider this internship to be useful for my career.	1	2	3	4	5	
10 I gained greater appreciation for this industry.	1	2	3	4	5	
11 I would recommend this internship to another student.	1	2	3	4	5	

If you had a choice, would you repeat this internship again? ☐ Yes ☐ No

Why or why not? [Click here to enter text.](#)

Overall, how would you rate this internship?

☐ Poor ☐ Adequate ☐ Good ☐ Excellent

Additional Comments:

[Click here to enter text.](#)

Intern Signature: _____

Date: _____



City of St. Helena **INTERNSHIP PROGRAM**

Salary Ranges

Casual Worker Classification	Salary Range
Level I - Intern	\$10.00 - \$12.16
Level II – Intern	\$12.78 - \$15.54
Level III – Intern	\$16.31 - \$19.83
Level IV - Intern	\$20.80 - \$25.30

¹ The City Manager is authorized to revise, amend, or abolish the City of St. Helena Internship Policy and Procedures Handbook for Interns, in a manner consistent with the Council adopted policy.

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The Internship Program

Program Overview

The City of St. Helena values the contribution made by students of all ages and backgrounds and is seeking bright innovative, results-oriented individuals to join our Internship Program. The Program offers high school, college, university or graduate students the opportunity to gain both academic and practical experience working in local government. The internships are designed to provide the participants with the opportunity to apply academic skills to various "real world" assignments with the City. Students will have the opportunity to learn about the City of St. Helena and the exceptional services it provides to the community.

The Value of the Internship

Internships provide the following benefits:

- A full and realistic view of the world-at-work and integrates academic preparation with practical application and skill development in the work place;
- An opportunity to network with professionals in one's field of interest and a chance to explore career options and develop transferrable skills;
- The opportunity to earn a reasonable wage while obtaining valuable work experience.

Qualifications for Internship

In order to qualify for an internship the candidate must be at least 14 years old, a student currently enrolled in high school, college, university or graduate program with a GPA of 2.0 or higher, interested in learning about careers in local government while obtaining related work experience. Candidates must also meet any course requirements for the specific internship program, as outlined in the internship announcement.

The selected candidate must be able to pass a background investigation and pre-employment physical examination.

Classification, Operational Title & Salary Range

Interns are classified under an "Intern" classification. Salary ranges will be based on the intern's education and current school enrollment status as described below.²

- Level I - Intern
 - High school students enrolled in regular high school classes
 - Those enrolled in an alternative vocational high school
 - Students working toward high school equivalency
- Level II - Intern
 - Freshman or Sophomore year college students
 - Community college students
 - Vocational school students who have completed high school
- Level III - Intern
 - Junior or Senior year college students
 - Recent graduate of a bachelor's degree or equivalent
 - Student Interns at this level must work in their chosen field of study

² A higher pay range may be considered based on additional work experience and certifications.

- **Level IV - Intern**
 - Professional and post-graduate school students
 - Student Interns at this level must work in their chosen field of study

An “operational title” appropriate for the intern’s salary level and assignment of duties will be determined by department head. Salary ranges may be amended from time to time, therefore are not listed in this section and can be found under the Appendix section – Salary Ranges.

Responsibilities of Staff & Interns

Role of Staff

One of the finest resources within the City is its dedicated and well-trained staff. A City mid-manager or department head will serve as your direct supervisor.

A supervisor agrees to:

- Provide all necessary orientation, training and supervision for your intern assignment;
- To provide the intern with an Intern Work Plan and clear instructions;
- To change the intern assignment or add new duties only through mutual agreement between the intern and supervisor;
- Keep the intern informed of any changes in schedule or agency hours of operation;
- Validate and sign intern weekly timesheet and sign in log;
- Conduct a periodic evaluation of intern’s performance;
- Keep records of length of service, maintain an intern file and provide the intern with a letter of reference when requested;
- Give prior notice if intern work is ending or being interrupted.

Role of Interns

Interns enhance and enrich the capabilities of City staff and provide valuable support and assistance to the City of St. Helena. Interns are an extension of the total City program, not a substitute for staff.

An intern agrees to:

- Become familiar with and adhere to the policies and procedures as set forth in this handbook;
- Follow the duties and directions as provided by the staff supervisor in the Intern Service Assignment description;
- Provide at least 24 hour notice if you are unable to work (except in an emergency);
- Protect confidential information and exercise good judgment when acting on the City’s behalf;
- Accept supervision with a willingness to learn and willingness to ask questions about things not understood;
- Give prior notice if needing to end the internship prematurely during to unforeseen circumstances.

Recruitment & Selection of Intern

Intern Application

The Internship Program runs year-round. Department Heads will recruit interns based on several factors which include, but are not limited to funding availability, staff availability, available office space, and available projects for interns.

Intern candidates must complete an Internship Application available in the office of each department or from the City Manager's Office. Applicants must possess the qualifications established for the position and must be able to perform the specified duties. For interns under the age of 18, a parent or guardian must complete and sign the parental information at the bottom of the form before a minor can participate in the program.

Background Check & Fingerprinting

Prospective interns under consideration may be subject to a background check, especially those interested in working with children.

Interview

Staff supervisor will conduct an initial interview with each intern candidate to determine whether a match exists between the applicant's skills and the position available. Candidates may be referred to another department if a job position suited for the candidate is not available at the time or they may be placed on a waiting list.

Orientation

New Interns are provided an orientation to help them gain familiarity with the City procedures, as well as to welcome them as part of the team.

Training

Each intern will receive specific training on how to do his/her job. Some positions will include on-the-job mentoring with an experienced staff person. Be sure to ask any questions you have. Don't assume anything! We want you to be successful.

Evaluations

Periodic evaluations for all interns will be made to help determine if the intern is satisfied or comfortable with the job duties they have been given, and how they are relating to their supervisor and performing their duties. Interns are given the opportunity to make comments and suggestions on assignment improvements as well.

Intern Policy & Procedures

Equal Opportunity

The City of St. Helena Intern Program welcomes interns of all backgrounds and abilities and does not discriminate on the basis of ancestry, race, religion, color, creed, national origin, gender, gender identity, gender expression, sex, sexual orientation, marital status, age, medical condition, mental or physical disability, military or veteran status, genetic information, and/or any other category protected by federal and/or state law in its intern selection process. Interns have equal access to available positions for which they are qualified and possess the ability to do the job.

Anti-discrimination & Sexual Harassment Policy

The City of St. Helena holds a zero tolerance policy toward any form of discrimination as listed above or sexual harassment in the workplace. Sexual harassment includes, but is not limited to, unwelcome sexual advances, slurs, jokes, and other verbal, visual or physical conduct of a sexual or demeaning nature. In addition to being responsible for their own conduct, directors and supervisors must ensure that their employees and interns contribute to a work environment that is free of discrimination or sexual harassment.

It is, therefore, extremely important that any intern who believes they have been discriminated against or subject to sexual harassment must report it immediately to their direct supervisor or City Manager's Office so it can be dealt with appropriately.

Drug Free/Smoke Free Workplace

Use of alcohol or illegal drugs in the workplace is prohibited, as is the abuse of any drug or alcohol, or reporting for duty under the influence of drugs or alcohol. Smoking is allowed in designated locations only.

Confidentiality

All information discussed or work completed within the course of an intern assignment is considered strictly confidential. Interns are required to uphold this policy. Only materials deemed to be in the Public Record can be disseminated. When in question, ask your supervisor.

Interns under the Age of 18

The City encourages the participation of youth in City and community activities. Young people aged 14 and over may apply to intern for the City in positions for which they are qualified, if they have written parental permission. Young interns are expected to abide by all City program policies and procedures.

Supervision

Each intern will have an on-site contact³ and is expected to follow the procedures established by that staff member. Your job description identifies your supervisor, who is responsible for day-to-day management and guidance of your work, and will be available for consultation and assistance according to their schedule. Your supervisor will provide on-going feedback. Please feel free to ask any questions of this person or report any problems or concerns you have about your assignment. Disagreements with staff should never be discussed in public and should be referred to the supervisor for resolution.

Communication

It is very important to keep open communication between the intern and supervisor. Please take a few minutes at the beginning of each day of work to check with your supervisor to find out if there are any announcements or changes for which you need to be aware. Important information must sometimes be distributed to interns on short notice. Interns are asked to report changes in personal information (i.e., address, phone number, etc.) to the supervisor immediately.

Weekly Timesheets

Accurate records of time and attendance must be kept for all interns. Interns are responsible for keeping track of time worked during their intern assignment and for signing in and out in the "Sign-In Log" provided in your department. The "Weekly Timesheet and Sign-In Log" is used to track intern hours for various purposes such as reporting intern statistics on grant applications, organizing special events, or in writing reference letters. The "Weekly Timesheet and Sign-In Log" represents the only permanent record of intern time.

Attendance

We encourage you to keep your time commitments; the staff is counting on your support and participation. We depend on our interns to report for their assignment on time and complete the work agreed to each day. If you are sick or unable to intern due to a planned vacation, please notify your immediate supervisor as soon as possible.

³ On site contact will be the intern's supervisor and must be a mid-manager or department head.

Parking

City Hall Interns: Free parking is available in the lot behind City Hall between the St. Helena Fire Department and Lyman Park. **Library Interns:** Parking is available behind the Library and also along Library Lane. We do ask that you please leave the spaces in front of the Library open for Library patrons. **Parks and Recreation Interns:** Free parking is available at all of our public parks.

Please note that if you opt to park on any City street, please check the street signs to be certain that you are not parked in a limited parking area. We are not able to waive parking tickets in the event you should receive one.

Use of City Vehicle

An intern's assignment in the City may require him/her to drive a City-owned vehicle on City business. City-owned vehicles shall only be driven by appropriately licensed interns who have been authorized by the City Manager. Interns must hold a valid California driver's license, provide the City with a copy of their current DMV record, and sign that they received, read and will abide by the City of St. Helena Driving Vehicles on City Business Policies and Procedures.

Use of Privately Owned Vehicle on City Business

Should an intern assignment require him/her to drive a privately owned vehicle on City business, the intern must complete and sign an Authorization to Use Privately Owned Automobiles on City of St. Helena Business form. The intern must hold a valid California Driver's License, provide a copy of Auto Liability Insurance, vehicle must be equipped with seat belts and be in safe mechanical condition.

Computer, Internet & Telephone Use

Please remember that the City is a place of business and your intern work is a job. All work completed on City computers is considered official business, confidential and property of the City. It is requested that you keep phone conversations professional, brief and quiet, and personal cell phone use should be kept to a minimum during work hours.

Disciplinary Procedures

Interns are expected to meet the same standards of professionalism required of City staff. Interns who do not meet the requirements of their intern assignment or violate the policies established in this handbook are subject to dismissal. Efforts to correct problems of this nature will be discussed by the intern and the City staff member. Unresolved situations are referred to the Human Resources Department for review and final decision.

Resignations / Letters of Recommendation

In the event unforeseen circumstances require you to end their assignment early, we ask that you please notify your designated supervisor two weeks in advance so that there is time to fill the pending vacancy.

We are happy to provide a letter of recommendation to those interns who have satisfactorily served the City. Please make your request for a letter to your supervisor at least two-week prior to the end of the assignment.

Enjoy! The satisfaction of our interns is important to us. Please feel free to let your staff supervisor know if you are having any difficulties, or with any suggestions, comments, or questions of concern. We hope you enjoy your intern experience.

Health & Safety Injury / Accident Procedures

Health & Safety

Because safety is everyone's job, interns are asked to be alert at all times to safety hazards. As part of your orientation and training you will receive a copy of the City's Illness and Prevention Policy (IIPP). Unsafe conditions should be reported to your supervisor rather than being handled by interns. Please notify your supervisor of any assignment which may cause you physical discomfort or which could lead to personal injury, so that the situation can be rectified or the intern can be transferred to a more suitable assignment.

A Medical Emergency requiring immediate assistance, the intern should proceed to the Emergency Room.

All injuries, whether minor or serious, are to be reported directly to your supervisor immediately. Your supervisor will complete a Supervisors Report of Injury Form which is forwarded to the Human Resources Department in the City Manager's Office.

First aid kits and fire extinguishers are visibly located in each department.

An Emergency Evacuation requires immediate departure of the building. Please exit the building in an orderly fashion and meet your department staff at a pre-designated area away from glass or possible falling objects. Ask your supervisor where your department exterior meeting area is located. Practice evacuation drills are held periodically.

Work Injury Coverage

As part of the initial paperwork for your intern assignment, you will complete and sign a form Intern Work Injury Coverage to determine whether you are interning as a City Intern or Other Agency Intern.

City Interns are covered for work related injuries by the City's Worker's Compensation Insurance administered through Redwood Empire Municipal Insurance Fund (REMIF) (707) 938-2388. During your initial intern paperwork you have the option to Pre-select a Treating Physician for a work related injury, and you have the option to submit this designation any time during your intern period. However please be aware, this form must be signed by your doctor and on file with the Human Resources Department prior to any work injury or illness in order to receive initial treatment from your chosen physician. If you do not pre-select a physician, the City Worker's Compensation medical provider is JobCare Occupational Health (non-emergency) or St. Helena Hospital Emergency (707) 963-3611.

Other Agency Interns who are working on an intern assignment with the City of St. Helena through another agency are covered for work injuries per the intern's agreement with the primary agency. It is important that you report any work related injuries to said agency as soon as possible.

Holiday Schedule

Holidays

The following is a list of holidays observed by the City of St. Helena. Please note if an authorized holiday falls on a Saturday, the immediately preceding Friday will be observed, and if an authorized holiday falls on a Sunday, the following Monday will be observed as the holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas day falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day.

Days of observance

New Year's Day

January 1st

Martin Luther King	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th

DRAFT

City of St. Helena **INTERNSHIP PROGRAM**
Appendix

[illegible]

City of St. Helena INTERNSHIP PROGRAM



The City of St. Helena Intern Waiver & Release Form must be returned with this application. No application will be considered without the City's Waiver & Release Form. Please refer to the City of St. Helena's Internship Handbook for exceptions, requirements, and rules of the City's Internship Program. Available positions for interns may be found on the City's website, www.cityofstheleena.org.

Internship Program Application

OFFICE USE ONLY:

Received Date: _____

Interview Date: _____

Onboard Date: _____

Hire Date: _____

Training Date: _____

Full Name (First, Last): _____ SSN: _____

Street Address: _____

City, State Zip: _____

Phone: _____ Email: _____ @ _____

Permanent Home Address (if different): _____

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Phone: _____

Are you a U.S. Citizen or an Alien Authorized to work in the U.S.: Yes ☐ No ☐ Are you 18 years or older: Yes ☐ No ☐

School Attending: _____

Address City, State Zip: _____

Faculty Advisor: _____ Faculty Advisor Phone: _____

Faculty Advisor Email: _____ Major: _____ GPA: _____

Career Goal: _____

Desired Position: _____

Desired Responsibilities: _____

Date Available to Start: _____ Duration Available: _____

Are you available to work 20 hours a week for 12 consecutive weeks: Yes ☐ No ☐

If requested, can you work: Days ☐ Weekends ☐ Evenings ☐ Overtime ☐ Are you eligible to receive school credit: Yes ☐ No ☐

Current activities and clubs that you are actively involved in on campus or in the community:

Awards or Recognitions: _____

Former Employers (List last two employers, starting with the most recent one.)

EMPLOYER #1

Name of Employer: _____ Position: _____

Description of Duties: _____

Address: _____ City, State Zip: _____

Date Started: _____ Date Ended: _____ Currently Employed: Yes ☐ No ☐

Termination was: Voluntary ☐ Involuntary ☐ Reason for leaving: _____

Supervisor Name: _____ Title: _____

Phone: _____ Email: _____ Able to contact: Yes ☐ No ☐

EMPLOYER #2

Name of Employer: _____ Position: _____

Description of Duties:

--

Address: _____ City, State Zip: _____

Date Started: _____ Date Ended: _____ Currently Employed: Yes ☐ No ☐Termination was: Voluntary ☐ Involuntary ☐ Reason for leaving: _____

Supervisor Name: _____ Title: _____

Phone: _____ Email: _____ Able to contact: Yes ☐ No ☐**CRIMINAL MATTERS**

Do not identify convictions for which the criminal record has been expunged, sealed or eradicated by the court, or misdemeanor convictions for which any probation has been completed and the case dismissed by the court.

Have you ever been convicted of a felony? Yes ☐ No ☐ *Include all pleas of "guilty" or "no contest."*Have you ever been convicted of a misdemeanor within the last seven years? Yes ☐ No ☐*Do not identify marijuana-related misdemeanor convictions occurring more than two years ago.*If yes to any of the above questions, please explain fully: *This information will not necessarily disqualify an applicant.*

--

Narrative

Please answer the following questions on a separate sheet of paper and attach it to the completed application. Each answer should be no more than 300 words.

1. Please explain why you feel you are a qualified applicant for this position.
2. What do you expect to gain from participation in this program?
3. What special qualities or traits can you bring to this program?

Please also include in your application two letters of recommendation. Faculty of your school and extracurricular directors are preferred. Please also attach a current resume.

Checklist:

- ☐ Completed Application
- ☐ Resume
- ☐ Two Letters of Recommendation
- ☐ Narrative

Sign if you agree to the following: Please read carefully before signing.

I certify that all statements made I this form are true and complete to the best of my knowledge and belief. I agree and understand any misstatement or omission of material fact on this application may be cause for forfeiture of all my rights to Intern at the City of St. Helena.

I have read, understand and agree with the requirements and policies on the City of St. Helena Internship Handbook and the position I am applying for. I understand that the City of St. Helena reserves the right to select and retain Interns on the needs of the City departments.

I am aware and understand the City reserves the right to investigate any criminal record history of people who my work with children. I hereby authorize the City of St. Helena and the California Department of Justice to review state and local records to determine if I have been convicted of any crimes for the limited purpose of determining whether I can engage in volunteer activities with children.

In the event of an emergency, I authorize the City of St. Helena to notify my emergency contact.

Signature: _____

Date: _____



City of St. Helena **INTERNSHIP PROGRAM**

City of St. Helena Intern Waiver and Release

Please read and sign this Waiver and Release form to intern for the City of St. Helena. If you are the parent or legal guardian of a minor intern under the age of 18, please complete the entire form and *"Release by the parent or legal guardian of any Intern under the age of 18,"* on behalf of the minor.

Section A

Intern Name (Herein "Intern")	Home Phone	Mobile Phone
Address	City	State Zip
Email		
Emergency Contact: Name and Phone Number		
Intern activity includes but is not limited to the following (Please provide a brief description of the work you will be doing):		

Section B

It is my intention to become an intern for a specified term, at a specified hourly compensation without benefits for the City of St. Helena ("City").

Assumption of Risk - I hereby assume all risks of participating in this intern activity and full responsibility for my conduct and actions, including any injury to myself or others or damage to property that may result while interning, and I understand that the City is not responsible for conditions that I create myself or those created by other interns or participants.

I EXPRESSLY ASSUME ALL RISK OF THE ACTIVITY OF INTERNING MY SERVICES FOR THE CITY OF ST. HELENA.

Workers' Compensation - I have been advised that the City's policy is to cover interns as employees of the City for the purposes of workers' compensation benefits. I also understand that under workers' compensation laws, workers' compensation benefits will be my sole remedy in the event that I am injured while performing intern activities for the City.

Loss of Personal Property - I understand that the environment and conditions in which I am interning may cause damage to my personal property. I acknowledge that the City is not responsible for any loss or damage to my personal property used while interning my services or brought to the place where I intern for the City. I agree that I will not file any claims against the City for any personal property loss or damage for whatever cause.

Release - With the exception of these workers' compensation benefits, I hereby waive all actions, proceedings, alternative dispute resolution procedures, demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment, and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, arising from or in any

way related to my participation in the Intern Activity or the use of any product created in connection with my participation in the Intern Activity for education, promotional, advertising or other purposes for the benefit of the City, its departments, and its agencies.

I expressly acknowledge that I am familiar with Section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I expressly waive and relinquish any rights and benefits which I may have under Section 1542 of the California Civil Code, or any state or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. I understand and acknowledge the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

Indemnification - I hereby agree, on behalf of myself, and my heirs, executors, administrators, and assigns, to indemnify, defend (with legal counsel) and hold harmless the City, its officials, officers, employees, agents, interns, and contractors from and against any and all actions, proceedings, alternative dispute procedures, demands, and causes of action of whatever nature, costs and expenses (including attorneys' fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, caused by my negligence or willful misconduct.

Knowing and Voluntary Execution - I have carefully read this Waiver and Release and fully understand its contents. I understand that this is a release of liability and a contract between myself and the City of St. Helena and that I am giving up valuable legal rights and I knowingly and voluntarily give up these rights of my own free will. I represent that I have had the opportunity to seek the advice of my own independent legal counsel. I am interning at the City at my own risk.

This Waiver and Release is entered into the date below at St. Helena, California.

Signature

Date



City of St. Helena **INTERNSHIP PROGRAM**

Minor Release Form

Release by Parent or Legal Guardian of any Intern under the age of 18

Parent or Legal Guardian Name (Herein "Legal Guardian")	Mobile Phone	Emergency Contact
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I, am the Legal Guardian of the minor Intern listed above. I hereby authorize my child to participate in the intern activity Identified in Section A. I understand that my child may incur bodily injury, personal injury, illness, death, or property damage by interning for the activity described above. I have read and understand Section B of this Waiver and Release. By my signature below, I agree to all the terms of Section B on behalf of my child. I agree that the waivers and releases of Section B apply to me and any actions, claims, or demands that I may bring, in my own name or on behalf of my child, arising from my child's participation in the intern activity described above, excepting any workers' compensation claims as described above.

This Waiver and Release is entered into on the date below at St. Helena, California.

Parent or Legal Guardian Signature

Date



City of St. Helena **INTERNSHIP PROGRAM**

Weekly Timesheet and Sign-In Log Sheet

Intern Name: Department:
Week of: , 20 to , 20

Day	Date	Time In	Time Out	Total Hours Worked
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

Intern Signature:		DATE:	
Department Head Signature:		DATE:	



City of St. Helena **INTERNSHIP PROGRAM**

Salary Ranges

<u>Casual Worker Classification</u>	<u>Salary Range</u>
Level I - Intern	\$10.00 - \$12.16
Level II – Intern	\$12.78 - \$15.54
Level III – Intern	\$16.31 - \$19.83
Level IV - Intern	\$20.80 - \$25.30

CITY OF ST. HELENA
RESOLUTION NO. 2016-

**Approving a City of St. Helena Internship Policy P-HR-0612, a
Policy and Procedures Handbook for City Departments, and a
Policy and Procedures Handbook for Interns**

RECITALS

- A. The City values the contribution made by students of all ages and backgrounds; and
- B. City departments benefits from bright innovative and results-oriented individuals; and
- C. To ensure the success of a City Internship programs, city-wide Policy P-HR-0612, and two handbooks were developed (Exhibit A); and
- D. The purpose of the policy and handbooks were to give interns and City staff an overview of the City's policies and procedures concerning development and implementation of an internship program.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. The City Council approves the City of St. Helena Internship Policy P-HR-0612, a City of St. Helena Internship Policy and Procedures Handbook for City Departments, and a Policy and Procedures Handbook for Interns.

Approved at a Regular Meeting of the St. Helena City Council on August 9, 2016 by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Crull:	_____
Councilmember Dohring:	_____
Councilmember Pitts:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of August 9, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution accepting the work and directing the filing of the Notice of Completion for the Lower York Creek Dam Rehabilitation CIP W-108; Repair Outlet Tower

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Prepared By: Tobias Barr, Public Works Project Manager 
Steven Palmer, PE, Director of Public Works/City Engineer

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The Outlet Tower at Lower York Creek Reservoir (Lower Reservoir) did not have the capability to open or close the valves mounted on the tower. The three valves are located at the lower, middle and upper section of the outlet tower and control the flow of water out of the reservoir. The outlet tower and valves are a critical reservoir system because without the tower and valves operating the water stored in the reservoir cannot be controlled by closing or opening to shut off or drain the facility in an emergency. Previously the valves have been inoperable, with the middle valve stuck in the open position. According to the records available to Staff, the Division of Safety of Dams (DSOD) first identified this issue during their regular inspection in 2008 and had previously directed the City to make repairs to the outlet tower.

DSOD has restricted the capacity of the facility to elevation 405.20 or 12.10 feet below the crest of the dam. This results in approximately 105 acre feet of potential reservoir water storage to be forfeited. The restriction was issued not only because of the condition of outlet tower valves but also due to the need for a stability analysis to make certain the dam meets current stability requirements. The City is currently pursuing a geotechnical and seismic stability analysis with Kleinfelder and will be submitting the final Work Plan and scheduling geotechnical exploration (drilling) in the next few months.

DISCUSSION

Public Works Staff negotiated a contract with DRS Marine of Vallejo, California to perform this work. DRS Marine was the awarded low bid contractor for the work

replacing the mid-valve at Bell Canyon Reservoir. City Staff found DRS Marine to be a capable and responsible contractor and thus negotiated with DRS Marine to provide a cost for the inspection of the Lower Reservoir Outlet Tower and Valves to determine how they could be repaired. As allowed by City of St. Helena Municipal Code section 3.04.200 for Public Works Construction Project less than \$45,000, following contract negotiations, the City Manager entered into a contract with DRS Marine for the inspection work. DRS Marine performed their inspection and determined the following deficiencies:

- Valve stems were fully corroded and thus could not operate the valves.
- Valves were cycled by hand and found to be operational
- Fish screens were corroded and not functioning
- The lower valve intake was buried in sediment
- The outlet section of the tower leading to the outlet pipe was full of sediment and debris

Following their inspection, DRS Marine submitted a proposed Change Order to supply new valve stems, remove the sediment and debris blocking the inside the tower and the intake to the lower valve, and replace the fish screens on all three valves. Including the proposed Change Order, the total contract amount was less than \$45,000, which allowed the Public Works Director to approve the Change Order and DRS Marine to complete the work.

As of June 17, 2016, the work has been completed and the outlet tower valves are fully functional. A copy of the final inspection report is included as Attachment 3.

FISCAL IMPACT

The projected expenditures are detailed below.

Description	Approved Budget	Projected
Preliminary Engineering	\$165,695	\$156,734
Construction Contract (inspection)	\$45,000	\$18,432
Change Order No. 1 (repairs)		\$26,111
Total	\$210,695	\$201,277

The projected expenditures fall within the FY 15/16 budget and the total project budget. The total budget for CIP W-108 in fiscal years 2015/2016 & 2016/2017 is \$210,695. This budget includes this construction contract, plus the current professional services agreement with Kleinfelder in the amount of \$156,734.

RECOMMENDED ACTION

Adopt the attached Resolution to accept the work and direct the filing of the Notice of Completion for Lower York Creek Outlet Tower Repair CIP W-108.

ATTACHMENTS

1. Resolution
2. Notice of Completion
3. Final Inspection Report

CITY OF ST. HELENA
RESOLUTION NO. 2016-_____

**ACCEPTING THE WORK AND DIRECTING THE FILING OF THE NOTICE OF
COMPLETION FOR THE LOWER RESERVOIR OUTLET TOWER REPAIR W-108**

RECITALS

- A. On March 22, 2016, the City Manager executed the contract with DRS Marine in the amount of \$18,432.00; and
- B. The Public Works Director/City Engineer authorized a Change Order totaling in the amount of \$26,111.00, bringing the full contract amount to \$44,543.00; and
- C. DRS Marine has completed the work in accordance with the contract documents for the project; and
- D. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any amount due will be released to DRS Marine.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. The work performed by DRS Marine under the subject contract is accepted as complete.
- 2. The Public Works Director/City Engineer is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on August 9, 2016, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

Recording Requested By:

City of St Helena
1480 Main Street
St Helena, CA 94574

**Exempt From Recording Fees Per
Government Code Sec. 27383****When Recorded Mail To:**

City Clerk
City of St Helena
1480 Main Street
St Helena, CA 94574

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.

2 The full name and address of the undersigned owner and of any and all co-owners are:

Name	Street and No.	City	State
City of St Helena	1480 Main Street	St Helena	CA

3 On the 28th day of June, 2016, there was completed upon the hereinafter described real property a work of improvement as a whole and described as follows: Lower Reservoir Outlet Tower Repair CIP W-108

4 The name of the original contractor for the work of improvement as a whole was: DRS Marine Incorporated.

5 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: Lower York Creek Reservoir at Spring Mountain Road

6 The street address of the property is: 2325 Spring Mountain Road.

By: _____

Owner's Authorized Agent's Signature – Sign Before Notary

Steven Palmer, Public Works Director/City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DRS MARINE INC.

Attachment 3

COMMERCIAL DIVERS
DAMS, POWERHOUSES
U/W PILE REPAIRS
U/W BURNING & WELDING
ROVS



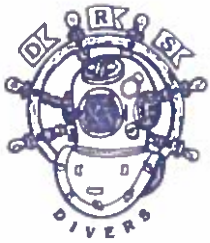
525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
WWW.DRSMARINE.COM

COMPLETE DIVING SERVICES

LOWER RESERVOIR OUTLET TOWER
INSPECTION
PREPARED FOR

CITY OF ST HELENA

May, 2016



DRS MARINE INC.

COMPLETE DIVING SERVICES

drsmarine@aol.com

525 Chestnut Street

Vallejo, CA 94590

PH 707/648-3483

FX 707/648-2006

7/25/2016

City Of St. Helena

ATTN: Tobias Barr
Public Works Project Manager
City of St. Helena,
1480 Main Street
St. Helena, CA 94574

RE: Lower Reservoir Outlet Tower Inspection

Project site: Lower Reservoir
Date of work: 6-24-2016
Inspection Site: Outlet tower
Conditions: 0 to 12" visibility

INTRODUCTION

DRS marine was contracted to replace the three stems that actuates the valves on the outlet tower. DRS also replaced the stem guides. New screens were installed on the outside of the tower and the sediment was dredged out from the inside of the tower.

TABLE OF CONTENTS

- 1.0 Valve Stems And Valve Stem Guides
- 2.0 Silt and Debris Removal
- 3.0 New Debris Screens
- 4.0 Cover Plate On Top Of Tower

1.0 Valve Stems And Valve Stem Guides

New valve stems and valve stem guides were fabricated in the DRS fabrication shop and then galvanized for corrosion control. The stems were installed and then the stem guides.



2.0 Silt and Debris Removal

There was 18" of silt and debris removed from the inside of the tower. The silt was side casted to the outside of the tower and the debris were removed and disposed of.

3.0 New Debris Screens

New debris screens were fabricated and installed on the outside of the tower at each valve location.



4.0 Cover Plate On Top Of Tower

A cover plate was fabricated and installed on the top of the tower.



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**Report to the City Council
Council Meeting of August 9, 2016**

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution approving a sole source purchase for one (1) Channel Monster Waste Water Grinder from JWC Environmental in an amount not to exceed \$45,000**

CEQA Status: **Not a CEQA project**

Prepared By: **Jarratt Rossini, Acting Chief Plant Operator**
Steven Palmer, PE, Director of Public Works/City Engineer

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

In 2005 City Council approved Resolution No. 2005-66 for the purchase of a Channel Monster Wastewater Grinder at the Waste Water Treatment Plant from JWC Environmental, of Santa Ana California. In 2005, the grinder was purchased and the old one was replaced. The grinder is a critical piece of equipment at the Waste Water Treatment Plant. Without this equipment, the plant would not be able to properly process the solid waste that comes into the plant for treatment.

The current Channel Monster operates continuously operation for approximately 3.5 years before it needs to be serviced. The current Channel Monster has been rebuilt three (3) times and is due for scheduled maintenance in October 2016. At this time, the grinder will need to be taken out of service for several days in order to remove, service, and replace parts. The wastewater treatment plant is constructed to allow two grinders to be installed and operated simultaneously. However, for the last eleven (11) years the City has only had one operational grinder. This means that while the grinder is being serviced City staff removes solids and trash from the influent wastewater channel manually using a screen and a rake.

DISCUSSION

Purchasing and installing a second grinder unit will eliminate the need for City staff to manually remove solids and trash from the influent wastewater during scheduled maintenance, and provide back-up equipment in case of emergencies. City Staff wishes to purchase a grinder that is similar to the existing Channel Monster and made by the same manufacturer. The current grinder has performed well, and Staff understands how to operate, maintain, and repair the current grinder. Purchasing a second grinder from the same manufacturer will simplify maintenance and repair. JWC Environmental is the

Item No: 9

inventor, owner, manufacturer, and sole provider of the Channel Monster equipment as well as the exclusive provider for service parts. A price quote and sole source letter from JWC Environmental are included in this staff report as Attachments 1 and 2.

St. Helena Municipal Code, Section 3.04.140 B provides that commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 provided that written documentation indicating the facts and nature supporting the determination of a sole source. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than twenty-five thousand dollars (\$25,000.00).

JWC Environmental is the sole distributor of Channel Monster, and a sole source acquisition is appropriate.

FISCAL IMPACT

The Channel Monster will cost \$39,667.00 plus tax and shipping, for a not to exceed amount of \$45,000. Funds for the purchase of a second Channel Monster were included in the adopted FY 2016/17 Waste Water Treatment Plant operating budget.

RECOMMENDED ACTION

Approve the attached resolution approving the sole source purchase for one Channel Monster from JWC Environmental in an amount not to exceed \$45,000.

ATTACHMENTS

1. JWC Environmental Quote
2. Letter of Sole Source
3. Resolution



Quote #

29419C

JWC Environmental
 2850 S. Red Hill Ave Suite 125
 Santa Ana, CA 92705 USA
 Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:

JWC Environmental
 2850 S. Red Hill Ave Suite 125
 Santa Ana, CA 92705 USA
 Fax: 714.242.0240

To The Bidding Contractor

Rep
PhoneMisco - Pacific
925-225-1900

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	St. Helena	Bid Date	
Quote Date	06/21/2016	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	08/21/2016
Ship Equipment	8 weeks after approval/release	Terms	NET 30 DAYS
Consulting Engineer			
Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	1	CMD2410-XDS One (1) Model CMD2410-XDS2.0 Channel Monster™ system suitable for 3.74 MGD in 24"w x 42"d channel (refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 24" cutter stack, 7-tooth cam cutters in hardened alloy steel, 10" dia. 304 stainless steel rotating drum with 1/2" diameter perforated holes, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron housings and siderails, hydraulic torque motor Four (4) Operation and Maintenance manuals

Price \$39,667.00
Clarification

1. See attached flow curve & installation guidelines.
2. See attached standard JWC Terms and Conditions of Purchase.
3. Standard one year warranty is included.
4. One (1) day of start-up supervision by a factory-authorized representative is included.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



Quote #

29419C

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 3

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. ■

F360JWCE0107



JWC
Environmental®



Western Region Sales
36957 Silk Tree Ct.
Winchester, CA 92596
Cell: 714-618-4941

Date: 6-21-16

Subject: Sole Source for Muffin Monster/Parts

JWC Environmental is the inventor and owner of the Muffin Monster®, Channel Monster®, Auger Monster®, Screenings Washer Monster™, Honey Monster™ and Monster Screening Systems™. We hold numerous patents and trademarks on these products.

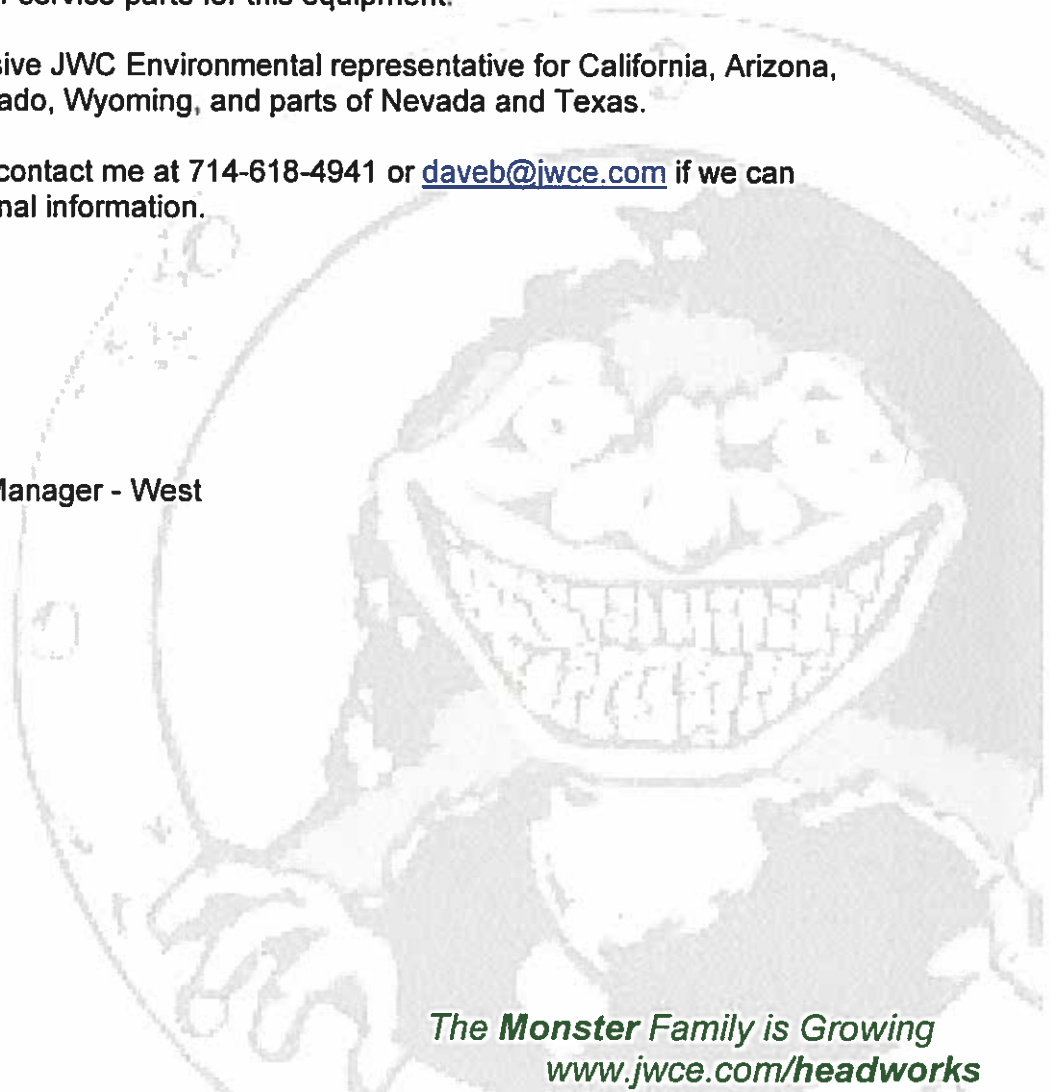
JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

Misco is the exclusive JWC Environmental representative for California, Arizona, New Mexico, Colorado, Wyoming, and parts of Nevada and Texas.

Please feel free to contact me at 714-618-4941 or daveb@jwce.com if we can provide any additional information.

Sincerely,

David Barkey
Sales Operations Manager - West



*The **Monster** Family is Growing*
www.jwce.com/headworks

CITY OF ST. HELENA

RESOLUTION NO. 2016-

**APPROVING A SOLE SOURCE PURCHASE FOR ONE (1) CHANNEL
MONSTER WASTE WATER GRINDER FROM JWC ENVIRONMENTAL IN AN
AMOUNT NOT TO EXCEED \$45,000**

RECITALS

- A. In 2005 City Council approved Resolution No. 2005-66 for the purchase of a Channel Monster Wastewater Grinder at the Waste Water Treatment Plant from JWC Environmental, of Santa Ana California.
- B. In 2005, the equipment was replaced however, for several years the Waste Water Treatment Plant has had a non-operational back-up grinder.
- C. JWC Environmental is the inventor, owner and sole manufacturer of the Channel Monster equipment as well as the exclusive provider for service parts.
- D. The Channel Monster is a critical piece of equipment at the Waste Water Treatment Plant. Without this equipment, the plant would not be able to properly process the solid waste that comes into the plant for treatment.
- E. It is critical to create redundancies within the Waste Water Treatment Plant. The current Channel Monster, provides continuous operation for approximately 3.5 years before it needs to be serviced. Purchasing and installing a second grinder unit will provide back-up equipment, in case of emergencies or scheduled maintenance.
- F. The current Channel Monster has been rebuilt three (3) times and will be due for scheduled maintenance in October. Operation of the Waste Water Treatment Plant without a grinder can jeopardize downstream pumps, pipes and valves.
- G. Funds for the purchase of second Channel Monster were included in the adopted Fiscal Year 2016/17 budget.
- H. St. Helena Municipal Code, Section 3.04.140 requires City Council approval for sole source purchases greater than \$25,000.
- I. JWC Environmental has provided a firm quotation for the specified machinery and documented its status as the one distributor of the specified machinery authorized to sell in this area to the satisfaction of the Director of Public Works.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approve the purchase of one (1) Channel Monster Waste Water Grinder, from JWC Environmental, of Santa Ana, California in an amount not to exceed \$45,000.

Approved at a Regular Meeting of the St. Helena City Council on August 9, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk



**Report to the City Council
Council Meeting of August 9, 2016**

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution approving the Final Map for Fulton Lane Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement**

CEQA Status: **Categorically Exempt, Section 15315, subdivision of four or fewer parcels; and Section 15303, construction or conversion of small structures including single-family residences, garages, pools, etc.**

Prepared By: **Steven Palmer, PE, Director of Public Works/City Engineer**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

On April 19, 2016, the Planning Commission approved the Amended Vesting Tentative Parcel Map and associated Conditions of Approval for the Fulton Lane Parcel Map located at 601 and 603 Fulton Lane.

This Project is located on the south side of Fulton Lane, approximately 0.37 miles east of Railroad Avenue. The Amended Vesting Tentative Parcel Map was approved for two (2) residential lots. This Final Map (Exhibit A to Attachment 1) has been examined and checked for compliance with Title 16 of the St Helena Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the Final Map and the location and configuration of the lots created by this Final Map substantially comply with the previously approved Amended Vesting Tentative Map that was approved on April 19, 2016.

DISCUSSION

When the Final Map is submitted to the County of Napa, it will be reviewed by the Napa County Tax Collector for delinquent taxes against this property. The taxes for 2015-16 will need to be paid in full, and a tax bond posted for the 2016-17 taxes.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. Bonds have been posted to the City as security for the required improvements and insurance has been satisfactorily provided. A bond has been posted to the City as

security for the setting of all monuments shown on the final maps. All applicable Final Map conditions of approval have been satisfied.

FISCAL IMPACT

There are no fiscal impacts to the City at this time. Upon construction and acceptance of the frontage improvements on Fulton Lane, the City will be responsible for maintaining the new frontage improvements consisting of a widened pavement section and roadside drainage ditch.

RECOMMENDED ACTION

Approve the attached resolution approving the Final Map for the Fulton Lane Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement.

ATTACHMENTS

1. Resolution
 - a. Exhibit A: Final Map of Fulton Lane Parcel Map
2. Subdivision Improvement Agreement
3. Project Location Map

CITY OF ST. HELENA

RESOLUTION NO. 2016-

**APPROVING THE FINAL MAP FOR THE FULTON LANE PARCEL MAP AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION
IMPROVEMENT AGREEMENT**

RECITALS

- A. On April 19, 2016, the City of St Helena Planning Commission approved the Amended Vesting Tentative Parcel Map and Associated Conditions of Approval for the Fulton Lane Parcel Map; and
- B. Fulton Lane Estates, LLC submitted to the City for approval a Final Map for the Amended Vesting Tentative Parcel Map; and
- C. City staff has reviewed the proposed Final Map, attached hereto as Exhibit A, and finds it to be technically correct and that all applicable Final Map conditions of approval have been satisfied; and
- D. A Subdivision Improvement Agreement has been approved by the City Attorney and bonds have been posted to the City for the construction of the required improvements.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The location and configuration of lots to be created by the Final Parcel Map substantially comply with the previously approved Amended Vesting Tentative Parcel Map; and
- 2. The Final Parcel Map for the Fulton Lane Parcel Map located at 601 and 603 Fulton Lane, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved; and
- 3. The City Manager is directed to execute the Subdivision Improvement Agreement and the City Clerk is directed to transmit the Final Map to the County Recorder of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on August 9, 2016
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Alan Galbraith
Mayor

ATTEST:

Cindy Black
City Clerk

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of St. Helena)
1480 Main Street)
St. Helena, CA 94574)
Attention: City Clerk)
)
)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

SUBDIVISION IMPROVEMENT AGREEMENT
(Fulton Lane Public Infrastructure Improvements)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "**Agreement**") is made and entered into on this ____ day of July, 2016 (the "**Effective Date**") by and between Fulton Lane Estates, LLC, a California limited liability corporation ("**Developer**"), and the City of St. Helena, a California municipal corporation ("**City**").

RECITALS

A. Developer is the owner of that certain real property of 14.13 acres located on Napa Assessors Parcel Number 009-500-050-001 in the City of St. Helena, commonly known as 601 Fulton Lane (the "**Property**") described more particularly in Attachment 1.

B. On November 25, 2014 the City approved Resolution No. 2014-97, which approved a vesting tentative parcel map subdividing the Property into two individual parcels of 13.63 acres and 0.5 acres ("**Tentative Parcel Map**").

C. In October, 2015, Developer requested approval of a modification and extension of the previously approved Tentative Parcel Map to change the dimensions of the 0.5 acre parcel to make it easier to develop ("**Project**").

D. On April 19, 2016, the Planning Commission adopted Resolution PL15-072, attached hereto as Attachment 2, granting the modification and extension of the Tentative Parcel Map subject to certain conditions of approval (the "**Conditions**"). The Conditions require that certain improvements be constructed prior to approval of the final map including, but not limited to grading hardscape, landscape, drainage and utility improvements.

E. Developer has applied to City for final subdivision map approval (the "**Final Map**") without having completed the required improvements, and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, and St. Helena Municipal Code Section 16.32.290, as may be amended from time to time (the "**Subdivision Ordinance**").

F. Developer has submitted plans, specifications and drawings for the Final Map infrastructure improvements shown in Vesting Tentative Parcel Map prepared by Delta Construction and Engineering and dated [REDACTED], 2016, (the "Improvement Plans") which have been reviewed by the City Engineer (the "Improvement Plans") and are on file with the City Engineer.

G. City and Developer desire to enter an agreement providing for the fulfillment of the Conditions in accordance with the Improvement Plans.

A G R E E M E N T

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain public improvements as defined in Section 1.1, below, and in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the following Conditions:

1.1 Complete all work of public infrastructure improvements required by the Conditions and as shown on the Improvement Plans (the "Improvements"). The Improvements include, but are not limited to, dedication of easements, extension of city sewer lines, demolition of existing properties, construction of a water lateral, laying of a new water main, construction of driveways, sidewalks, curbs, and gutters, as well as grading and drainage.

1.2 Guarantee installation of the Improvements as further defined in Section 2 of this Agreement;

1.3 Provide for the maintenance of the Improvements by the Developer as further described in Section 3 of this Agreement for the warranty period and until the maintenance obligations are transferred to the City;

1.4 Ensure satisfactory performance by the Developer of the Developer's obligations.

2. Duty to Install Improvements. Developer will construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, the Improvements in accordance with the Conditions, the Improvement Plans, all applicable federal, state and local laws and regulations, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer, in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."

3. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with applicable adopted policies and procedures. City shall exercise no control over

the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City in accordance with the City's adopted standards. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, storm drainage facilities, in a manner reasonably acceptable to City; removal of debris from storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements.

3.1 It shall be Developer's responsibility to initiate all maintenance work set forth in Section 3, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City in writing ("**Notice of Default**").

3.2 If Developer fails to properly prosecute its maintenance obligation under this Section 3, City shall mail Developer a written Notice of Default. In the event that Developer fails to perform all maintenance work required by Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

4. Commencement and Completion Date. Developer will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work as shown on the Improvement Plans prior to the application of a permit or other grant of approval for the development of a lot within the subdivision.. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. If the Work is not completed within the specified time period because of acts of God, the public enemy, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Developer shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay. The completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and reasonable discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The estimated cost of the Work is **thirty-two thousand five hundred Dollars (\$32,500)**. Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such

modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer in accordance with the City's adopted standards.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work. The Developer also may designate an agent authorized to act on behalf of the foreman or superintendent, in the event the foreman or superintendent is unavailable. The foreman or superintendent, or designated alternate, shall be reasonably present on the Property during the performance of the Work and may not be changed without advance written notification to the City Engineer.

9. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer, in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. In the City Engineer's reasonable discretion, based on the complexity of the Work at issue or other circumstances which reasonably warrant having an inspector on site for portions of the Work, the City shall have an inspector present on-site to inspect the Work as it is being performed. The intent of this section is not to have an inspector on-site full time for the entirety of the Work or beyond that time which is reasonably required by the City Engineer, with reference to the standards set forth above. Developer agrees that the City Engineer shall have the right to reject Work that is performed under this Agreement if such Work does not conform with the Improvement Plans or the Conditions, until such time as Developer completes the Work in conformance with the Improvement Plans or the Conditions, as applicable, as determined by the City Engineer. All Work shall be performed during the City's standard construction hours and work days. If any Work is planned to be performed outside standard construction hours or work days, there must be a request made in writing to City at least 24 hours in advance. When an inspector conducts an inspection of the Work during non-standard construction hours or word days and such inspections are not otherwise included in the Estimated Cost defined in Section 10 below, Developer shall pay the actual costs for overtime work as provided in Section 10 below.

10. City's Inspection, Administration and Testing. Developer shall pay to City the encroachment permit fee to pay for the cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs").

11. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City pursuant to applicable City ordinances or regulations in order to perform the Work.

13. Performance, Labor and Materials and Warranty Security. In accordance with the Subdivision Ordinance and the Subdivision Map Act, Developer will furnish and deliver to City, within the times set forth below, the following letters of credit, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Map Act and the Subdivision Ordinance.

13.1 Performance Security. Developer shall furnish and deliver a performance bond in the amount of **thirty-two thousand five hundred Dollars (\$32,500)**, concurrently with the execution of this Agreement, which performance bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The performance bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance of the Improvements and Developer's delivery of a Warranty Bond or other security, as described below, or as otherwise provided for under Government Code Section 66499.7. Proceeds resulting from a drawing of the performance bond shall be used for the purpose of completing the Work. Developer shall have the right from time to time to provide a replacement bond meeting the requirements of this Section 13.1 or other replacement security (such as a letter of credit guaranteeing performance) meeting the requirements of the Subdivision Map Act and approved by the City in its reasonable discretion.

13.2 Labor and Materials Security. Developer shall furnish and deliver a labor and materials bond in the amount of **thirty-two thousand five hundred Dollars (\$32,500)**, concurrently with the execution of this Agreement, which bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The materials bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain the materials bond until both (a) the City accepts the Work, and (b) the statute of limitations to record a claim of lien under Civil Code section 8410 *et seq.* has expired. After said date, the materials bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the materials bond shall be retained until the final settlement of all such claims and obligations. Proceeds resulting from a drawing of the materials bond shall be used for the purpose of paying amounts due to

contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Work and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and also in case suit is brought against the City, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in connection therewith. Developer shall have the right from time to time to provide a replacement bond meeting the requirements of this Section 13.2 or other replacement security (such as a letter of credit guaranteeing payment) meeting the requirements of the Subdivision Map Act and approved by the City in its reasonable discretion.

14. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit, letter of credit, or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform Developer's obligations pursuant to this Agreement.

15. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

16. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any road, street, or private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its reasonable discretion, may accept the Work in phases and allow a partial release of the security (e.g., the letter of credit or portion of the security) provided under Sections 13 and 17 of this Agreement.

17. Final Acceptance.

17.1 Notice of Completion. Within 45 days of receipt of Developer's written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If

the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies in writing that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within sixty (60) days will not be deemed a breach or default under this Agreement.

17.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the Improvements to the City Council. The acceptance of the Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Napa County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement shall vest in City upon City's acceptance of such Improvements. City shall release all payment security in accordance with the time frames and other applicable provisions set forth in Government Code Section 66499.7, as may be amended from time to time.

17.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("**Dedicated Property**"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.

18. Warranty Period.

18.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly from receipt of a Notice of Default or a written notice set forth in Section 17, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 5 percent.

18.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance of the

Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

19. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20. Indemnification. Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "**Claims**") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees' acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements unless due to the willful misconduct or sole negligence of the City, and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

21. Insurance. During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

21.1 Commercial General Liability (CGL). Developer shall provide or cause to be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit.

21.2 Automobile Liability Insurance. Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

21.3 Workers' Compensation Insurance. Developer shall provide, or cause to be provided, workers' compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

21.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

21.4.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

21.4.2 Primary Coverage. For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees or agents shall be excess of the Developer's insurance and shall not contribute with it.

21.4.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

21.4.4 Waiver of Subrogation. Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance unless such loss is due to the sole negligence of the City. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

21.4.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions over Ten Thousand Dollars (\$10,000) must be declared to and approved by the City. The City may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

21.5 Certificate of Insurance and Endorsements. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy

language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

21.6 Subcontractors. Developer shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

21.7 Higher Limits. If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

22. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

23. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement (a "Default"):

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work within the time set forth in this Agreement, as may be extended as provided herein;
- (2) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency, unless such creditors or receiver assumes the obligations herein;
- (3) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement, which failure prevents the completion of the Work or the payment to contractors and subcontractors and other parties involved in the Work, as cited in Section 13.2, and such failure has not been cured within thirty days after receipt of written notice from the City, or, if more than thirty days are reasonably required to effect such cure, Developer has not commenced curing the default; or
- (4) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

In the event of a Default pursuant to this Section 23, The City shall serve written notice of Default upon Developer and the financial institution issuing the bond.

24. Breach of Agreement: Performance by City; Remedies. If the City gives Developer notice under Section 23 of Default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institution holding the bonds liable to complete the Work and/or pay for the cost of the Work, and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to City's completion of the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default of this Agreement, the City may draw upon the bonds up to their face amount, as specified in this Agreement, except to the extent that the City pursues another remedy for completion of the Work. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder, provided that City shall be entitled to draw from any bond provided by Section 13 above only for the completion of the Work and the costs of labor and materials as set forth in Section 13, and shall not be entitled to twice recover any of the costs of the Work, including such costs of the Work previously completed by the Developer.

25. Final Drawings. Upon completion of the Work and prior to final acceptance, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

26. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

27. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

Developer: Fulton Lane Estates, LLC
251 Lafayette Circle, Suite 360
Lafayette, CA 94549
Attn: Trenor Askew, Manager

With Copy to: na

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

28. Transfers; Assignments. Developer may assign its obligations under this Agreement to successor developer(s) or owner(s) of the Property with the prior reasonable written consent of the City. Any assignment or transfer without the City's prior written consent shall be void and of no force and effect and the original security provided by Developer shall remain in full force and effect, as evidenced on the security. In connection with any proposed assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

29. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 28. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.

30. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

31. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

32. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties.

33. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Napa, State of California.

34. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

35. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

36. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Napa County.

[Signatures on Following Page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

CITY OF ST. HELENA, a California
municipal corporation

By: _____
Jennifer Phillips, City Manager

ATTEST:

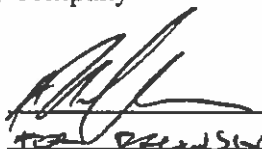
Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

DEVELOPER

Fulton Lane Estates, LLC, a California limited
liability company

By:  _____, Brad Overbeek
Name: Fulton Lane Estates, LLC
Its: Manager

Attachment 1

Legal Description of the Property

[to be inserted]

Attachment

Attachment

BN 20264298v5
OAK #4816-4412-8053 v1

Attachment 2

Tentative Map Approval

[to be inserted]

Attachment

[Acknowledgements to be inserted]

Acknowledgement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

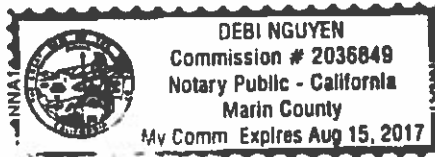
County of Marin)

On July 28, 2016, before me, Debi Nguyen,
notary public, personally appeared Brad Oldenbrook, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, before me, _____,
notary public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Fulton Lane Parcel Map



Legend

Parcels

County Boundary

Notes

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 7/31/2016

1,504.7 Feet
752.33

0

1,504.7

1,504.7 Feet

752.33

0

1,504.7



Report to the City Council
Council Meeting of August 9, 2016

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing General Fund Reserves to fund a limited term full-time Administrative Records Assistant in the City Clerk's office for a cost of \$56,906; and funding to reconfigure the front office to accommodate three work stations which includes office furniture and the purchase of a new computer for a cost not to exceed \$4,500; for a total transfer from General Fund Reserves not to exceed \$64,406

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

In 2010, both the City Manager's office and the Planning Department staffed two authorized full-time administrative assistant support specialists. In 2010, when the administrative assistant in the City Manager's office resigned, the position was never filled. In FY 2011/12, the position continued to be authorized for Fiscal Year 2011/12 at 1.0 FTE. At some point during FY 2011/12, the position was downgraded to 0.50 FTE, and completely eliminated by FY 2012/13, during which time the position remained unfilled. In 2012, under restructure of the planning department, the administrative assistant was laid-off and the position was eliminated altogether for FY 2012/13.

On September 8, 2015 Council adopted resolution 2015-104 approving a budget adjustment to fund a shared full-time Administrative Assistant for the City Clerk and Planning Departments.

DISCUSSION

The City Clerk acts as a compliance officer for federal, state, and local statutes including the Political Reform Act, Brown Act and the Public Records Act. On behalf of the City of St. Helena the City Clerk has a legal obligation, not an option, to comply with these mandates.

For example, one of the most staff intensive functions of the City Clerk's office is complying with the Public Records Information Act (PRA's) and to respond in a timely

manner. Numerous PRA's are filed with the City Clerk's office that require many staff hours to research and produce the responsive records. Staff cannot proactively plan staff time for PRA's due to receiving requests at any given time.

One of the goals of the City Clerk is to deliver the highest level of customer service to the community. This includes ensuring that the legislative process and records are transparent and accessible to the community. The City Council has supported this level of commitment in the City Clerk's office by authorizing the acquisition of the laserfiche system, a repository system which would house the City's day-to-day operational and historical vital records. The repository system has the capability of delivering information to the public as a more effective transparent solution offering the public on-demand accessibility to records. Unfortunately, staff finds itself in a catch-22, striving to maintain day-to-day operational functions while fielding the numerous PRA requests has not allowed the City Clerk's office to implement the laserfiche system.

Adopting staff's recommendation would provide a dedicated Administrative Records Assistant to solely implement laserfiche and begin to records fully accessible. In addition to being solely dedicated to the implementation of the laserfiche system, this limited-term position would provide highly responsible and complex administrative, clerical, and technical duties in support of the functions of the City Clerk's Office related to preparing, distributing, and maintaining official records and documents. As time would allow, the position would also provide additional records support with City Council Agenda and minutes, and maintaining a comprehensive indexing and filing system for related council action and official documents in compliance with all city, state, and federal laws. Staff is recommending a limited-term of 10-months at a cost not to exceed \$56,906.

The Administrative Records Assistant would share the front office reception area and would require reconfiguring the office space to accommodate three workstations. Reconfiguring to accommodate three people includes the purchase of three office cubicle desks, one chair, purchase of a new computer workstation, and installation of a new phone and T1 line at a cost not to exceed \$4,500.

FISCAL IMPACT

The General Fund Reserves has an estimated net position of \$2,435,508.00 or 23% at the end of FY16/17. The estimated net position is unaudited and is subject to change during the closing process of FY 2015/16. A total not to exceed of \$61,406.00 from the General Fund Reserves would be transferred out to the City Manager's Office 101-4200 as follows:

Item	GL Account	Amount
Administrative Records Assistant Position	101-4200-2010	\$56,906
Office Furniture	101-4200-2600	\$2,850
Computer Equipment	101-4200-2212	\$1,080
Special Department Supplies	101-4200-2215	\$570

TOTAL TRANSFER FROM GENERAL FUNDS
--

\$61,406

The remaining estimated net position of the General Fund Reserves would be \$2,376,515.00 or 22%.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

1. Resolution

**CITY OF ST. HELENA
RESOLUTION NO. 2016-**

Authorizing General Fund Reserves to fund a limited term full-time Administrative Records Assistant in the City Clerk's office for a cost of \$56,906; and funding to reconfigure the front office to accommodate three work stations which includes office furniture and the purchase of a new computer for a cost not to exceed \$4,500; for a total transfer from General Fund Reserves not to exceed \$64,406

RECITALS

- A. In 2010 and 2012, the City did not replace the Administrative Assistant in the City Manager's office and released the Administrative Assistant in the Planning Department. The current, budgeted support staff is for one part time Office Assistant.
- B. The City Council has determined that the City Clerk's obligation to comply with federal, state, and local statutes including the Political Reform Act, Brown Act and the Public Records Act is at the utmost importance.
- C. The limited term full-time Administrative Records Assistant position and office reconfiguration would be funded from General Fund reserves.

Now, therefore, the City Council of the City of St. Helena resolves as follows:

- 1. The City Council authorizes a limited term full-time Administrative Records Assistant in the City Clerk's office for a cost of \$56,906; and funding to reconfigure the front office to accommodate three work stations which includes office furniture and the purchase of a new computer for a cost not to exceed \$4,500; for a total transfer from General Fund Reserves not to exceed \$64,406.

Approved at a regular meeting of the St. Helena City Council on August 9, 2016 by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



**Report to the City Council
Council Meeting of August 9, 2016**

Agenda Section: New Business

Subject: Consideration and proposed approval of a letter to the Citizens' Stamp Advisory Committee in Washington DC supporting a commemorative stamp of the mural located in the St. Helena Post Office lobby

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

Congressman Mike Thompson requested support from the City of St. Helena for the issuing of a commemorative stamp set to memorialize five Works Progress Administration (WPA)-era murals located in five different post offices around the nation. The post offices are located in the following cities:

Safford, Arizona
Saint Helena, California
Long Prairie, Minnesota
Waurika, Oklahoma
Greybull, Wyoming

During the Great Depression of the 1930s, the federal government searched for ways to provide work to the many unemployed individuals, as well as to lift the spirits of all Americans. The WPA was part of its solution. By its termination in 1943, WPA had provided jobs for almost nine million workers and part-time work for more than four million students or youth. Most workers were employed in road maintenance or building construction, but works of art were also commissioned in public buildings by the WPA and the Treasury Department's Section of Fine Arts to provide employment to artists and artisans and make art accessible to all. As a result, post offices across the country were enlivened by murals showcasing our nation's history, culture and values.

DISCUSSION

A proposal for this commemorative stamp set was made on July 27, 2000, as well as on October 1, 2004, and January 6, 2010. Congressman Thompson and his colleagues are again asking the Citizens' Stamp Advisory Committee to consider the commemoration of these five murals and request the support of the City of St. Helena.

FISCAL IMPACT

There is no financial impact to the City of St. Helena.

RECOMMENDED ACTION

Staff recommends approving the letter of support to the Citizens' Stamp Advisory Committee recognizing the City of St. Helena's Post Office mural.

ATTACHMENTS:

1. Congressman Mike Thompson's letter to Citizens' Stamp Advisory Committee
2. Congressman Mike Thompson's letter to the St. Helena City Council
3. Proposed St. Helena City Council letter to Citizens' Stamp Advisory Committee

Congress of the United States
Washington, DC 20515

July 8, 2016

Citizens' Stamp Advisory Committee
475 L'Enfant Plaza SW, Room 3300
Washington, DC 20260-3501

Dear Committee Members:

We are writing to renew our support for the issuing of a commemorative stamp set to memorialize five Works Progress Administration (WPA)-era murals located in five different post offices around our nation. These post offices are located in the following cities:

Safford, Arizona
Saint Helena, California
Long Prairie, Minnesota
Waurika, Oklahoma
Greybull, Wyoming

A proposal for this commemorative stamp set was made on July 27, 2000, as well as on October 1, 2004, and January 6, 2010. We are writing once again to urge your consideration of the commemoration of these five murals.

During the Great Depression of the 1930s, the federal government searched for ways to provide work to the many unemployed individuals, as well as to lift the spirits of all Americans. The WPA was part of its solution. By its termination in 1943, WPA had provided jobs for almost nine million workers and part-time work for more than four million students or youth. Most workers were employed in road maintenance or building construction, but works of art were also commissioned in public buildings by the WPA and the Treasury Department's Section of Fine Arts to provide employment to artists and artisans and make art accessible to all. As a result, post offices across the country were enlivened by murals showcasing our nation's history, culture and values.

Sadly, many of these murals have decayed, been destroyed, or been painted over. However, many still remain. The five post offices in the cities listed above contain sterling examples of the murals from this important era in our history.

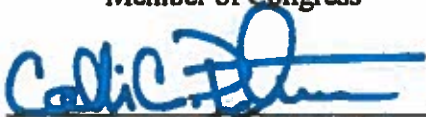
These murals are illustrative of the American spirit, representing men and women overcoming adversity through hard work and ingenuity. We can think of no better way to memorialize this period and the spirit of hard-working Americans than an official commemorative postage stamp.

Thank you for your consideration of this request. We look forward to your reply.

Sincerely,


MIKE THOMPSON
Member of Congress


ANN KIRKPATRICK
Member of Congress


COLLIN C. PETERSON
Member of Congress


TOM COLE
Member of Congress


CYNTHIA M. LUMMIS
Member of Congress

MT/sn

MIKE THOMPSON

5TH DISTRICT, CALIFORNIA

COMMITTEE ON WAYS AND MEANS

SUBCOMMITTEE ON HEALTH

SUBCOMMITTEE ON TAX POLICY



**CONGRESS OF THE UNITED STATES
HOUSE OF REPRESENTATIVES
WASHINGTON, DC 20515**

DISTRICT OFFICES
2721 NAPA VALLEY CORPORATE DRIVE
NAPA, CA 94558
(707) 226-9898
985 WALNUT AVENUE
VALLEJO, CA 94592
(707) 645-1888
2300 COUNTY CENTER DRIVE, SUITE A100
SANTA ROSA, CA 95403
(707) 542-7182
CAPITOL OFFICE
231 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3111
WEB: <http://mikethompson.house.gov>

July 8, 2016

**St. Helena City Council
1480 Main Street
St. Helena, CA 94574**

Dear Council Members,

I recently renewed my request to the Citizens' Stamp Advisory Committee (CSAC) to create postage stamps commemorating Works Progress Administration (WPA)-era murals in U.S. post offices, including in our own St. Helena Post Office.

During the Great Depression, the WPA and the Treasury Department's Section of Fine Arts commissioned art in public buildings to provide employment to artists and artisans and to lift the spirits of all Americans. As a result, post offices across our country were enlivened by murals showcasing our nation's history, culture and values. *Grape Pickers*, by Lew Keller, is a wonderful example of the art produced during this period.

Because CSAC receives so many requests and only 25 to 30 subjects are approved each year, it can take years before a decision is made on a commemorative stamp proposal. It would be extremely helpful in generating support if the council would weigh in with a letter of support. Please address your support to:

Citizens' Stamp Advisory Committee
475 L'Enfant Plaza SW, Room 3300
Washington, DC 20260-3501

Sadly, many post office murals have decayed, been destroyed, or been painted over. Ours is beautiful and should be used to memorialize this great project

Thank you for your consideration.

Sincerely,

**MIKE THOMPSON
Member of Congress**

MT/sn
Enclosure



City of St. Helena

*"We will conduct city affairs on behalf of our citizens
using an open and creative process."*

1480 Main Street
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.ci.st-helena.ca.us

Attachment 3

August 9, 2016

Citizen's Stamp Advisory Committee
475 L'Enfant Plaza SW, Room 3300
Washington, D.C. 20260-3501

Dear Stamp Advisory Committee Members:

The City of St. Helena strongly supports the request of Congressman Mike Thompson that your Committee recommend a commemorative stamp honoring the two magnificent and well-preserved murals in our Post Office. The murals, entitled *Grape Pickers*, are by the artist Lew Keller.

St. Helena is a small city in the Napa Valley. It started out as an agricultural center and today vineyards surround the city. Our Post Office, built in 1940, is an architectural gem located on Main Street in our downtown business district. The two murals are at each end of the lobby. They depict the harvesting of grapes by joyful farm workers – both Hispanic and non-Hispanic. The murals were installed in the lobby in 1942.

Many members of our community make daily visits to the Post Office. The murals are enjoyed by one and all.

It would be a true honor if your Committee recommended the commemoration of these wonderful works of art in a postage stamp.

Thank you for your consideration.

Sincerely,

Alan Galbraith
Mayor, City of St. Helena

cc: Mike Thompson
Member of Congress
231 Canon Office Building
Washington, D.C. 20515



Report to the City Council
Council Meeting of August 9, 2016

Agenda Section: New Business

Subject: Provide Direction Regarding the Negotiation of a Site Agreement with EVgo for Electric Vehicle Charging Stations at Oak Street Parking Lot

CEQA Status: Not a CEQA Project

**Prepared By: Tobias Barr, Public Works Project Manager *TB*
Steven Palmer, PE, Director of Public Works/City Engineer**

Approved By: Jennifer Phillips, City Manager *J*

BACKGROUND

In supporting efforts to promote clean alternative fuel transportation choices for St Helena residents and visitors, City Staff has been pursuing ways to install electric vehicle fueling stations in the City. Previously the City had to turn down a grant for a free charging station unit because of the high infrastructure costs and the uncertainty of ongoing management and maintenance of the charging stations. In addition to the cost of owning and maintaining charging stations, there is uncertainty regarding the rapid pace of change and advancement of electric vehicles and charging technologies. For example, many Model Year 2017 electric vehicles will have 200 miles of range or more with battery pack sizes of 60 kWh's or larger. Given these advancements, there are concerns that current charging standards may not be as relevant as other available technology. For example the most widely used charging power level is known as Level 2 charging, and is generally powered at 6.6 kW. The 6.6kW power level will require an electric car with a 200 miles range to be plugged in for 8 hours or more to reach a full charge, if plugging in with an empty battery. For most drivers this isn't practical and from City Staff's perspective not ideal for a public parking location which experiences high turnover because a Level 2 charger potentially would only service a few users on any given day and occupy valuable downtown parking spaces for long periods of time.

The more appropriate technology to serve existing and future electric vehicles is DC Fast Charging, which is the most rapid charging system available. DC Fast Charging equipment currently deploys 50kW of power, which can charge an electric vehicle in about 30 minutes. This provides more convenience to electric vehicle drivers and allows a single parking space to be used by multiple users per day. City Staff believe that installing DC Fast Chargers at the Oak Street Parking lot in conjunction with the Downtown Restroom

Project would be the most practical and forward thinking strategy for the City. DC Fast Charging would allow residents, visitors and those who work in St Helena who drive electric vehicles or want to drive electric vehicles to quickly charge up in about 30 minutes or less. This optimizes the use of parking at Oak Street as a single parking space would easily service multiple users per day. City Staff evaluated the cost of installing DC Fast Charging and learned the following:

- DC Fast Charging Requires 3 phase 480 Volt Power, which is available on Oak Street but would require trenching across Oak Street as well as a new power pole and transformer be installed to provide electrical service.
- DC Fast Charging Units, depending on the quality, range from \$35,000-\$55,000.
- The costs of maintaining and managing fast charging infrastructure are not well known.
- Staff anticipated that two DC Fast Chargers would be ideal and estimated the cost of installation to range from \$120,000-\$150,000, possibly more.

Given these costs and the concerns about managing and maintaining charging infrastructure, City Staff determined that attracting a partner who could install, maintain, and manage charging infrastructure would potentially be the best option for the City. City Staff developed a Request for Proposals (RFP) to attract qualified parties such as an Electric Vehicle Service Provider, whose core business is to supply electric vehicle charging infrastructure. Electric Vehicle Service Providers (EVSP) are a new business that have been active since electric vehicles starting being sold in California in 2010. These companies are similar to traditional fuel providers, such as Chevron or others, with the exception that electrical infrastructure allows EVSPs to set up charging stations wherever there is power and parking available. Most EVSPs provide the most modern and practical charging infrastructure including DC Fast Charging, and locate them in public areas along major travel routes with commercial activity and high turnover. It was Staff's opinion that the Oak Street parking lot would be an attractive location and on June 10, 2016 Public Works Staff released an RFP requesting interested EVSPs provide proposals for providing charging infrastructure at the Oak Street parking lot in St. Helena.

DISCUSSION

Staff received three proposals (attached) from three different EVSPs, ChargePoint, CarCharging, and EVgo. Given the emerging and startup nature of the EVSP industry, proposers were allowed to propose any partnership they found appropriate. The proposal from ChargePoint proposed the City pay for the system outright and purchase the equipment from ChargePoint. CarCharging proposed a cost share partnership without any cost sharing details other than they would supply a charging station and split profits with the City. EVgo proposed a turnkey proposal in which they install two DC Fast Charging Stations with the possibility of also installing a single Level 2 station at no cost to the City.

Selecting ChargePoint would require the City to purchase and install the charging equipment. The proposal from CarCharging requires the City to install the chargers provided by CarCharging and provides for 50% revenue sharing with the City. Their current pricing plan is \$12.00 per 30-minute charging session.

The proposals from ChargePoint and CarCharging would require an initial investment by the City in excess of \$80,000. Given that the City has no budget for installing charging equipment, City Staff favors EVgo's turnkey proposal. EVgo provides up to date equipment that serves all electric vehicles currently being sold and handles all management and maintenance of the charging stations. They currently own and maintain the largest network of DC Fast Chargers in North America. EVgo requires the City to negotiate and enter into a Site Agreement, which would be for a minimum of 7 years. Following the execution of the Site Agreement, EVgo would work with Public Works and the Building Department to pull all appropriate permits and then construct the charging station facility. The City's only responsibility would be to make an effort to enforce the electric vehicle only parking at the charging stations. Electric vehicle drivers who wish to use the charging stations would be required to pay EVgo's standard rates. The transaction requires users who are not already EVgo members to use the credit card kiosk co-located with the charging stations, or call the 800 number and provide a credit or debit card to remotely activate the charging station. Those drivers who are already EVgo members simply swipe their EVgo card, which is linked to their credit or debit card, and the station is activated.

EVgo offers three different pricing plans. It's important to note that pricing is not a negotiable term with EVgo as pricing is set by region and does not vary from charger to charger. EVgo's current pricing plan is below.

EVgo Current Pricing Plans			
	On-The-Go	Level 2	Flex
Monthly Fee	\$14.95	\$5.95	None
DC Fast Charging	\$0.10/min.	\$4.95 session + \$0.20/min.	\$4.95 session + \$0.20/min.
Level 2 Charging	\$1.00/hr.	\$1.00/hr.	\$1.50/hr.
Set Up Fee	None	None	\$4.95
Early Termination	\$29	\$29	NA

Staff found EVgo's pricing to be competitive with the EVSP industry. For example, a EVgo customer charging for 30 minutes using Flex plan pricing would spend \$10.95. CarCharging, which pricing structure is based by the kWh, ranges from \$0.59/kWh for members and \$0.69/kWh for non-members. Assuming a user would use 25kWh's in a 30 minute charging session, the cost for charging with a CarCharging station is \$14.75 for members and \$17.25 non-members.

The Site Agreement proposed by EVgo has not been reviewed in detail by City Staff or the City Attorney. The basic business points are that the City will dedicate two to three parking spaces to be used only by vehicles using the EVgo charging stations and enforce this parking restriction. EVgo will provide, install, and maintain the electric vehicle charging stations at no cost to the City. EVgo will manage all customer payments. The City received no direct compensation in exchange for the use of the two to three parking spaces needed for the electric vehicle charging facility. The most direct benefit to the City is that drivers using the proposed charging stations will visit downtown businesses and purchase goods while they are waiting for their vehicle to complete charging.

FISCAL IMPACT

The current proposal from EVgo will have little or no fiscal impact to the City. EVgo will pay for 100% the cost of the project and will purchase all energy from PG&E to power the stations. The City would possibly need to increase parking lot patrols and ticket writing at the Oak Street parking lot, but the fiscal impacts of such activities are difficult to predict.

RECOMMENDED ACTION

Direct Staff to negotiate a Site Agreement with EVgo for approval at a future City Council meeting.

ATTACHMENTS

1. Proposals from EVSPs
2. EVgo Proposed Site Agreement



Cover Letter

Mr. Tobias Barr, Public Works Project Manager
City of St. Helena Public Works Department
1480 Main Street
St. Helena, CA 94574
tbarr@cityofsthenana.org
(707) 968-2746

June 17, 2016

Subject: City of St. Helena RFP

Dear Mr. Barr,

On behalf of Car Charging Group, Inc. ("CarCharging"), please accept this submission in response to the City of St. Helena's Request for Proposal ("RFP") from qualified vendors that could provide the City of St. Helena turnkey installation, operation, maintenance and management of Public Level 2 and Direct Current Fast Charging Stations at 1301 Money Way, in St. Helena. As the nation's leading electric car charging service owner, operator, and provider since 2009, CarCharging has a proven track record of success and is uniquely positioned to be the solution in the United States for this project. CarCharging supports EV adoption while improving air quality and decreasing greenhouse gas emission by providing the widespread availability of public EV charging stations throughout the United States.

In addition to direct sales of Electric Vehicle Charging Stations, CarCharging provides comprehensive turnkey and partnership programs to public, commercial and residential property owners for EV charging services. By providing EV charging services to property owners and removing their responsibility for equipment maintenance, billing or customer service issues, CarCharging provides their clients with a risk-free, peace of mind experience. CarCharging offers the widest possible charging solution and has a widespread availability of more than 5,500 commercial charging stations in 36 States and Canada.

CarCharging supports various EV charging speeds and needs. CarCharging's Blink Level 2 pedestal and wall mounted electric vehicle charging stations are well suited for any commercial or public location and the J1772 connector is compatible with Electric Vehicles sold in the United States including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt, Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive, Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years. CarCharging's Blink DC Fast Chargers deliver the fastest EV charging rate currently available – capable of providing a full



charge in fewer than 30 minutes. The Blink DC Fast Charger is outfitted with a CHAdeMO compliant EV connector.

CarCharging provides a superior charging E-mobility experience and convenient access of EV charging stations via internet, mobile app, email, and phone options. Signing up for Blink Membership is free and simple via these same channels and can be completed instantaneously. These access points are further supported by our in-house, single-point of contact Customer Support center that is available to assist drivers, retailers, and station hosts 7 days a week.

Blink electric vehicle charging stations in combination with the Blink Network offer management features that allow for central control of multiple functions such as real-time monitoring of usage and access; collection of data; and (if purchased) the ability for Bank of America to set and collect fees. The Blink Network provides hosts with consolidated and customizable station information and the ability to manage and review the data as necessary. The City of St. Helena can access a wealth of information via customizable gauges and dashboard that will provide real time data pertaining to the EV and Blink charging stations.

CarCharging supports interoperability amongst EV charging networks. We are a founding member of ROEV, an EV industry trade association created to increase EV adoption by enabling charging network interoperability in the US. ROEV will make it possible for drivers to use a participating new or existing EV charging network account to conveniently access charging stations across multiple charging networks.

CarCharging has significant experience with the launch and ongoing participation in charging programs offered by other leading EV manufacturers, including Nissan's No Charge to Charge ("NCTC") and Kia's Charge Up programs. Through these programs, EV drivers are easily able to access EV charging stations on multiple charging networks, including Blink Network, from a single access card. CarCharging's experience rolling out, managing, and providing special driver offers as part of these programs will be a benefit to the City of St. Helena should CarCharging be selected for this project.

More detailed information about CarCharging and our offerings are included, however, should you need any additional information, please do not hesitate to contact me. Thank you for the opportunity to provide a response.

Sincerely,

Ted Manser, Grants Manager
Car Charging Group, Inc.
(305) 521-0200 ext. 223
tmanser@carcharging.com



Proposed Partnership Models

CarCharging proposes the following to the City of St. Helena for the installation of one (1) Blink Level 2 Electric Vehicle Charging Station and one (1) Blink DC Fast Charging Electric Vehicle Charging Station at 1301 Money Way, in St. Helena, California:

Cost Share: The City of St. Helena could partner with CarCharging under a revenue share model whereby CarCharging will provide, own, operate and maintain the charging stations for a period of seven years. The City of St. Helena will pay the installation costs including all labor and infrastructure costs. The City of St. Helena will pay for the electricity used by the charging stations. CarCharging shall remit to the City of St. Helena forty (40%) of the net revenue generated by the equipment, which shall include but not be limited to, the gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) eight percent 8% transaction fees, and (iii) \$18.00 per charger, per month in network/connectivity fees related to the operation of the Equipment (the "Revenue Payment"). Any unpaid fees shall accrue to the next month.

Please see sample agreement attached.

What is the fee to charge at a Blink Level 2 station?

State	Blink Member	Blink Guest
California	\$0.49/kWh	\$0.59/kWh

What is the fee to charge at a Blink DC Fast Charging station?

State	Blink Member	Blink Guest
California	\$0.59/kWh	\$0.69/kWh

CarCharging is a proponent of kWh pricing because it is usage-based and EV drivers pay fees based on the actual amount of power consumed during the charging session rather than the amount of time that the car is plugged into the station. Time-based charging fees are rounded up to the nearest 30-second interval.

Project Schedule: If selected by the City of St. Helena, CarCharging will manage the installation of the charging equipment. Upon installation, the units will be tested and commissioned. Once the units are commissioned, their exact location will be available on EV charging station map(s) and mobile phone application(s) so that they may be located and utilized by EV drivers.

CarCharging uses local, licensed, electricians to perform installations and maintenance thereby creating green jobs in the communities we serve. Employees and contractors who have been trained and certified by CarCharging and who are licensed in the State of California are available to perform installations and maintenance services. All of CarCharging's installations are performed in compliance with all applicable laws and regulations

CarCharging's implementation of the Project will require completion of the following projected

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

3

City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



milestones: *

1. **Project Administration** (month 1) - Once an agreement is executed between CarCharging and the City, it is estimated that it will take 60-90 days for all permitting to be completed.
2. **Finalize Agreements** (month 1) – CarCharging staff will execute agreements with sub-contractors and establish project accounting/billing procedures. This milestone can be executed simultaneously with Project Administration.
3. **Finalize Site Plan/Engineering Design** (month 1) – CarCharging and its sub-contractors will evaluate the properties and identify optimal locations for the installation of charging stations. We will use local licensed electricians to obtain the necessary permits and add any required additional capacity to the electric panels in order to accommodate future growth. All EV charging station installations are completed in compliance with state and local codes and regulations.
4. **Equipment Installation** (month 2) - It is estimated that upon delivery of the equipment and obtaining final permit approval, CarCharging can complete the construction/installation activities within 2-3 weeks. Upon installation, the units will be commissioned and tested by CarCharging. Once the units are commissioned, the EV charging station location(s) and detail(s) will be available on EV charging station map(s) and mobile phone application(s) so that drivers may find and utilize the stations. CarCharging will furnish and install all material, equipment, and labor for EVSE station signage and pavement markings.
5. **Invoice Submission** (month 3 / As charging stations go “live”) – Under option two, CarCharging will manage the installation of the charging stations and the supporting infrastructure and will then invoice the City when the charging stations are “live” and available for use. The City will reimburse CarCharging within 30 days of receiving the invoice.
6. **EVSE Operations, Service and Maintenance Program** (ongoing) – CarCharging and/or its designated local subcontractor(s) will implement the Operations, Service and Maintenance Program for the life of the Project. Units that are not working, that do not pose a safety hazard, will be repaired and available for public use within 10 business days. CarCharging handles all service and maintenance issues including all parts and labor for all installed Equipment.
7. **Data Collection and Reporting** (ongoing) – CarCharging staff will provide:
 - Electric vehicle charging station usage reports on a monthly basis;
 - Real-time access to online reports;
 - An annual preventative maintenance schedule at the beginning of each contract year

* Please note, that each task in the timeline may vary depending on the following factors: (a) local permitting procedures, (b) complexity of installations, and (c) infrastructure construction requirements.



Exhibits

CarCharging is the largest owner, operator, and provider of electric vehicle charging stations in the United States: Founded in Delaware in 2009, Car Charging, Inc. ("CarCharging") (OTCQB: CCGI) (DUNS Number: 026913370 / EIN: 03-0608147) is a publicly traded company and sells, owns, and operates Electric Vehicle ("EV") charging stations and services. CarCharging owns and operates the Blink Network, the software that operates, monitors, and tracks Blink EV charging stations status and all of the associated charging data. Headquartered in Miami Beach with offices in Phoenix, AZ, and Los Gatos, CA, CarCharging's business model is designed to accelerate the adoption of public EV charging.

CarCharging enables EV drivers to easily recharge at thousands of locations throughout the United States and highly concentrated top Metropolitan Statistical Areas ("MSAs"): CarCharging has an extensive network of EV charging stations, offers the widest possible charging solution, and operates more than 5,500 commercial Level 2 and DC Fast charging stations at numerous property types in 36 states and two countries. CarCharging has strategic partnerships across many industries, including car dealers, airports, healthcare/medical, hotel, mixed-use, municipal locations, multifamily and condo, parks and recreation areas, parking lots, religious institution, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations, etc.



Blink EV charging stations are highly concentrated in some of the top MSAs and cities for electric cars, including:

- Atlanta, GA
- Dallas, TX
- Houston, TX
- Knoxville, PA
- Los Angeles, CA
- Philadelphia, PA
- Phoenix, AZ
- Nashville, TN
- Portland, OR
- San Diego, CA
- San Francisco Bay Area, CA
- Seattle, WA



A sample of CarCharging's Blink station hosts include, but are not limited to:

- Arizona State University
- City of Azusa (CA)
- City of Chula Vista (CA)
- City of Long Beach (CA)
- City of Portland (OR)
- City of Tucson (AZ)
- Cracker Barrel
- Facebook
- Federal Realty
- Fred Meyer Stores
- Fry's Food & Drug
- IKEA
- Kroger Company
- Portland State University
- Ralph's Grocery Company
- Sears
- W Hotel Seattle

CarCharging is "technologically agnostic" and owns, manages, and operates EV charging stations from various manufacturers and on various networks: CarCharging is committed to creating a robust, feature-rich network for EV charging, and uses state-of-the-art equipment that is consistently upgraded in response to the evolving EV industry. CarCharging supports various EV charging needs and speeds. While CarCharging manufactures the Blink EV charging stations and owns Blink Network, CarCharging is "technology agnostic". CarCharging owns and operates charging stations from various other manufacturers on various networks and is not, in contrast to our competitors, dependent on any single manufacturer. CarCharging owns and operates EV charging equipment manufactured by Blink, Aerovironment, ChargePoint, Efacec, General Electric, Nissan, and SemaConnect. The Blink Level 2 and DCFC stations operate on the Blink Network as well as with other network services via OCPP V1.6.

CarCharging serves as a leader in EV charging interoperability: CarCharging is committed to improving the EV charging experience for drivers. CarCharging is a founding member of ROEV, an EV industry trade association created to increase EV adoption by enabling charging network interoperability in the US. ROEV will make it possible for drivers to use any participating new or existing EV charging network account to conveniently access charging stations across multiple charging networks.

CarCharging is also a network participant in Nissan's No Charge to Charge ("NCTC") and Kia's Charge Up program. EV drivers are easily able to access EV charging stations on multiple charging networks, including Blink Network, from a single access card. CarCharging's experience rolling out, managing, and providing special driver offers as part of these charging programs will be a benefit to the City of St. Helena should CarCharging be selected for this project.



CarCharging's extensive footprint of Blink Level 2 EV charging stations are compatible with Electric Vehicles sold in the United States, including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt, Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive, Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years.

CarCharging's Blink DCFC stations transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and typically, enable eligible vehicle to fully charge within 20-40 minutes. Blink DCFC's are compatible with Electric Vehicles sold in the United States, including the Honda Fit EV, Kia Soul EV, Mitsubishi i-MiEV, Mitsubishi Minicab MiEV, Mitsubishi Outlander P-HEV, Nissan LEAF, Nissan e-NV200, Peugeot Partner EV, Subaru Stella EV, Tesla Model S, Tesla Model X, Toyota eQ, Zero Motorcycles, as well as many others scheduled for release over the next few years.

Blink Network: In conjunction with the EV charging stations, the Blink Network collects station data and offers features that allows the central control of multiple functions, such as real-time monitoring of usage and access. The Blink Network provides hosts with consolidated and customizable station information and the ability to manage and review the data as necessary. The City of St. Helena can access a wealth of information via customizable gauges and dashboard that will provide real-time data pertaining to the EV and Blink charging stations. Remote real-time monitoring and diagnostics of the charging stations status are enabled by the Blink Network for superior quality of service.

Authentication: The Blink Network supports key cybersecurity controls such as authentication, authorization, accountability, confidentiality, and integrity by storing sensitive financial information on a secure database in the back office. All sensitive data is encrypted while being transmitted. CarCharging offers robust hardware and over the past three years, has had a network uptime of 99.9%.

Electric Vehicle Driver have multiple access options to Blink Network: Blink's commercial EV chargers are linked to the Blink Network via the Internet, which enables EV drivers access to advanced options via the Blink Network website (www.BlinkNetwork.com) or the free [Blink Mobile](#) web enabled iPhone, iPad, iPod touch and Android cell phone and tablet applications. Drivers can pinpoint EV charging station locations and detailed station information, including real-time availability, initiate charging sessions, receive charging status updates, define default charging locator settings using GPS or default zip code, and access their Blink member account.

Search & Find: EV charging stations on the Blink Network are easy to locate via various maps and mobile applications. Detailed charging station information is primarily available through the [Blink](#)



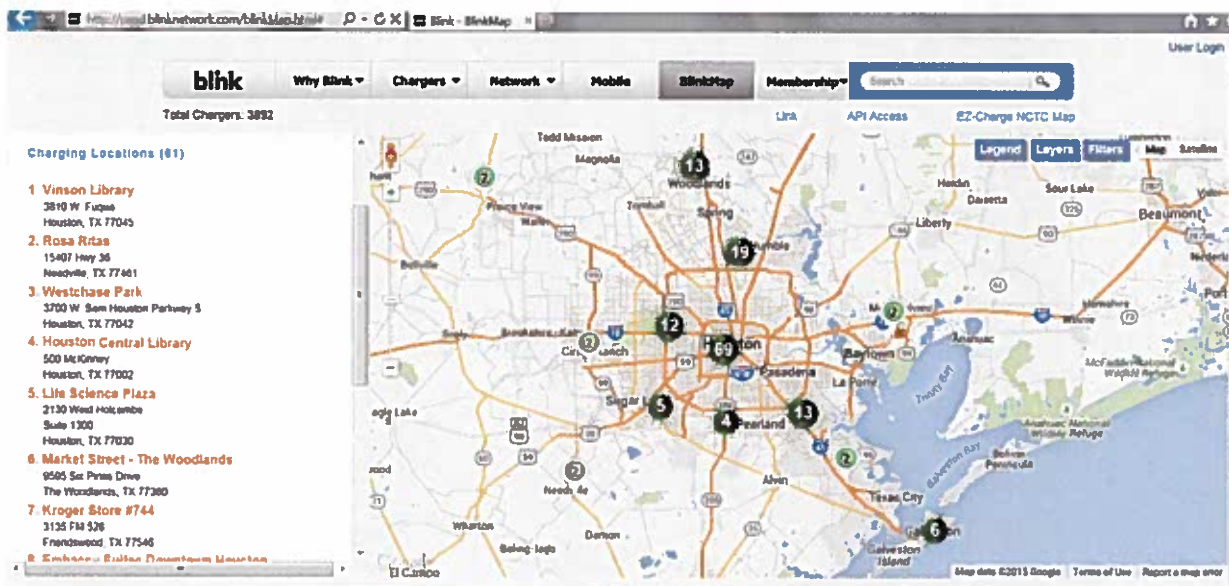
Mobile app available for iOS and Android or via the charging station locator map on the Blink Network website.

Features and filters available include:

- Station address with turn-by-turn directions
- Type of charging available (Level 2 or DC Fast Charger)
- Charging status (available, in use, or offline)
- Station hours and fees



Screen shot from the BlinkMap on Blink Network website



Blink also provides station information to various other providers for their maps and applications, including but not limited to the Department of Energy's Alternative Fuels Data Center Electric Vehicle Charging Station Locator (http://www.afdc.energy.gov/fuels/electricity_locations.html)

Electric Vehicle Driver Payment Options on the Blink Network: All EV drivers are able to utilize EV charging stations on Blink Network. Drivers can simply and conveniently pay for Blink EV charging services via:

- Blink RFID membership card,
- Blink Guest codes,
- Blink Mobile Application (available for iOS and Android), ("app"), or
- Blink Customer Support



Free and easy Blink Member sign up options: EV Drivers may opt to become a Blink Member at no cost via the internet (www.blinknetwork.com), mobile app, or by contacting Blink Customer Support (available via toll-free number: 888-998-2546 or email: support@blinknetwork.com). Drivers can become a member in a few easy steps, including providing a valid, major credit card (Visa, Master Card, American Express, Discover) and their associated billing address.



Blink Membership Benefits: In addition to initiating EV charging sessions via the Blink RFID membership card or Blink Mobile app, Blink Members have access to advanced features such as notifications and charging history, and may receive discounted charging fees.

Drivers can access their Blink account information via internet, mobile app, or phone. Through their Blink account, drivers can also select their preferred method to receive charging status updates and notifications (email or SMS text messages) and define default charging locator settings using GPS or default zip code. Notifications include:

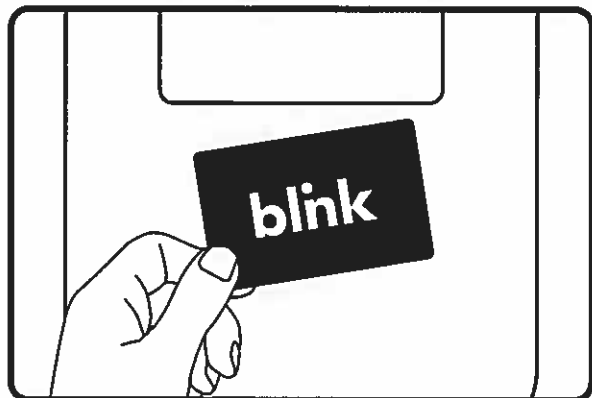
- Charging
- Charging Completed
- EV Unplugged
- Fault Occurrence

Charging at a Blink EV charging station is easy:

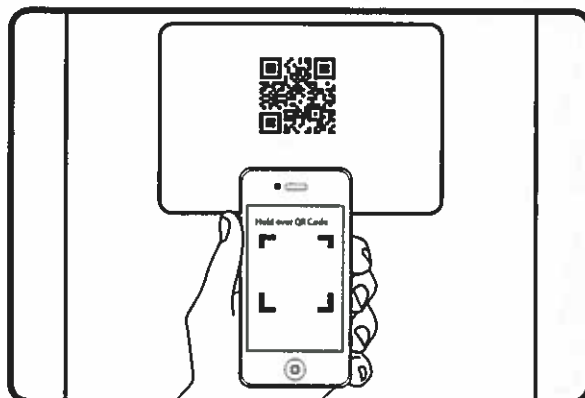


Getting Started

Use your Blink InCard or obtain a Guest Code



1



Blink Member:

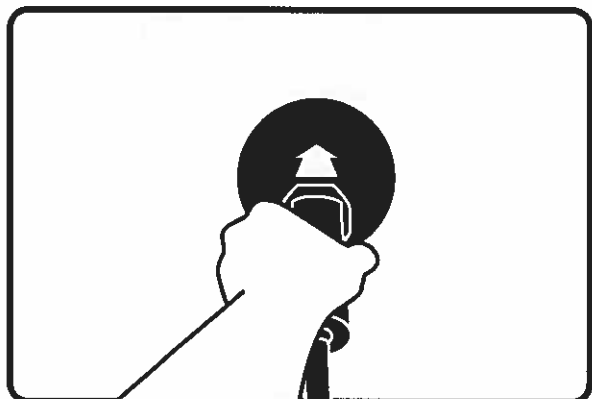
Activate any Blink Pedestal or Wall Mount charger by holding your InCard to the reader below the touchscreen.

Blink Guest:

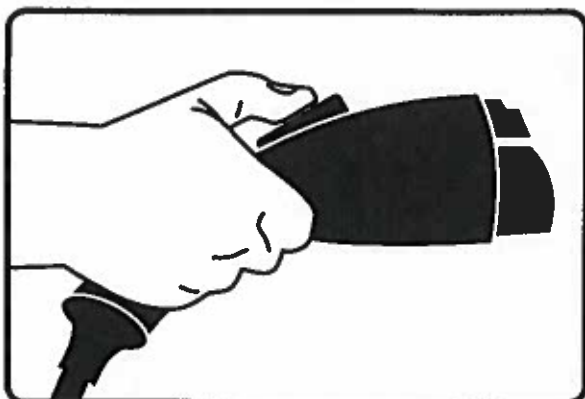
From the touchscreen, select "Charge as a Guest". To obtain a Blink Guest Code:

- With a QR reader application on your smartphone, scan the QR code on the touchscreen,
- Visit www.BlinkCode.com, or
- Call Blink Customer Support (888) 998-2546

You will need to provide a major credit card for payment.



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Plugging In and Charging:

Once you are authorized to charge, the screen will confirm you are ready to charge. Remove the connector from the charger and plug it into your vehicle inlet. Follow the onscreen instructions to begin charging.

Stop the Session:

Push the lock release button and remove the connector from your vehicle. The summary for your charging session will display the duration of your session and the amount you are being billed.

To become a Blink Member or for more information, please visit www.BlinkNetwork.com call (888) 998-2546 or email Support@BlinkNetwork.com



Visibility, Advertising, & Co-Branding Options: CarCharging offers EV charging stations in key, high traffic locations and are highly concentrated in the top Metropolitan Statistical Areas ("MSAs"). CarCharging has strategic partnerships and offers public EV charging services at numerous property types, including car dealers, airports, healthcare/medical, hotel, mixed-use, municipal locations, multifamily and condo, parks and recreation areas, parking lots, religious institution, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations, etc.

The strategically placed Blink EV charging stations provide advertising and co-branding opportunities to our hosts and partners. Blink EV charging stations can be branded with customizable wraps, direct advertising utilizing the integrated touch screen. Additionally, branded RFID cards that are used by members to access the EV charging stations on Blink Network.

Example of customized wrap

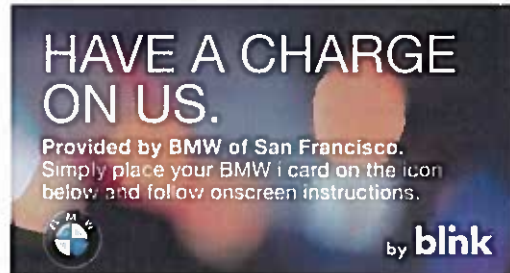


Example of branded membership card





Blink EV charging stations have an integrated touch-screen electronic display capable of displaying educational and promotional messages with additional static space on the unit for branding. Blink EV charging station screens and media content may be tailored to specific markets or broadcast nationally across Blink Network charger locations.



Blink provides excellent Customer Support: Via Blink Network, CarCharging offers Customer Support for station hosts, retailers, and drivers that can be reached via a toll-free number (888-998-BLINK 2546) and/or email (support@blinknetwork.com). The support center provides a single point of contact for membership, station issues, and queries, and is available from 8:00am to 2:00 am EST seven days a week.

Blink Customer Support is available to assist station hosts, retailers, and EV drivers with issues ranging from account setup, account maintenance, charging session initiation, charging station technical issues, replacement of Blink membership cards, as well as repair and maintenance requests. *CarCharging's policy is that customer service and satisfaction come first. Our goal is to achieve First Contact Resolution (FCR) for every call.*



CarCharging's Customer Support features three-tier operational assistance:

Tier 1: Internal Customer Support staff trained to answer and resolve most frequently asked questions. This tier provides basic support and captures information for escalation for any issues that can't be immediately resolved.

Tier 2: Our internal Network Operations Center (NOC) staff that is knowledgeable about operating the Blink Network and its back office infrastructure provides more advanced troubleshooting.

Tier 3: Our internal Engineering and Field Services staff, with an expert depth of knowledge of all EV charging stations operated by CarCharging, are able to resolve issues when more technical or field-specific support is required.

Remote Real-Time Monitoring and Diagnostics of the Charging Stations: Is enabled by the Blink Network for superior quality of service. Technicians, in most instances, are able to remotely troubleshoot charging units, in the unlikely event that field service is required, we will utilize our internal staff or local electricians to repair or replace the EVSE unit or part(s) or component(s).

Speed of Service:

- Retailer support call center response time
 - Speed of answer – 72% of calls are answered within 90 seconds
 - Email turnaround time – Blink responds to email correspondence immediately
 - First time resolution – The majority of driver support calls are resolved immediately
- Customer (driver) support call center response time
 - Speed of answer – 72% of calls are answered within 90 seconds
 - Email turnaround time – Blink responds to email correspondence immediately
 - First time resolution – The majority of driver support calls are resolved immediately
- Customer (driver) account set up and activation lead time – Drivers can set up a Blink account instantaneously via the Blink Network website and/or Blink Mobile App. Immediate support via our Customer Support phone or email is also available.
- Customer (driver)
 - Account maintenance – Drivers can make changes to their Blink account information and settings immediately via the Blink Network website and/or Blink Mobile App. Immediate support is also available via our Customer Support phone or email.
 - Replacement card – Drivers can immediately request a replacement Blink RFID card via the Blink Network website. Immediate support is also via phone or email via the Blink Network and/or Blink Mobile. Replacement Blink RFID cards are sent via mail to the customer within 7 to 14 days.



- Station maintenance
 - Identification of station issues – remote station monitoring is available in real-time via the Blink Network and identification of station issues vary according to station ownership and property host agreements

Data Reporting: Via the Blink Network portal (<http://www.blinknetwork.com>), owners and administrators of EV charging stations on Blink Network have the ability to manage data produced from the EV charging stations, view real time statistics for EV chargers at different locations, and determine long term trends using customizable reports that allow for data export and annual analysis. Blink Network provides the ability to manage stations and review the data as necessary, including consolidated and customizable station reports.

Screen shot from Blink Network Portal – Dashboard of EV Charging Station Administrator



Blink Network's online dashboard customizable graphs and gauges include:

- Green House Gas savings calculations - including pounds of CO2 reduced
- Barrels of Oil Saved
- Gallons of fuel saved

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



- Total Dollars Saved
- Current Charge State
- Last Charge Summary
- Location Charge History
- Monthly Plugin History
- Weekly Charge Hours
- Weekly Usage Profile
- Average utilization per vehicle

Blink's standard real-time reports provide the following information:

- Unique Users
- Unique Charging Events
- Duration in Use and Actively Charging
- Duration Plugged in but not Charging
- KWh Used
- GHG Avoided/Reduced

Data available for customized reports includes:

- Current Charge State
- Last Charge Summary
- Location Charge History
- Monthly Plugin History
- Weekly Charge Hours
- Weekly Usage Profile
- Serial Number (String)
- Charge Event ID (Integer)
- Charge Start Time (Timestamp)
- Charge End Time (Timestamp)
- Power Event ID (Integer)
- Power Start Time (Timestamp)
- Power End Time (Timestamp)
- Max Peak Power (Decimal)
- Cumulative Energy (Decimal)
- Client Charge ID (String)
- Power Flow ID (Integer)
- Segment (Integer)
- Segment Start Time (Timestamp)
- Segment End Time (Timestamp)



- Segment Average Power (Decimal)
- Segment Max Peak Power (Decimal)
- Segment Total Kwh (Decimal)

Real-time report files may be downloaded for review and analysis in multiple formats including: JSON, XML and CSV formats.

Format and frequency of reports: If selected as the City of St. Helena's preferred EV charging services provider, CarCharging staff will deliver the following proposed reports to the City of St. Helena on a monthly basis or as required.

- EV charging station usage reports
- Real-time access to standard and custom online reports through the Blink Network portal (web interface)
- Training on how to use the online reporting features of the Blink Network portal (web interface)

Blink Charging Stations

Blink Level 2 Pedestal and Wall Mount EV charging stations provide the ultimate in low cost, flexible deployment of networked chargers, from one unit to hundreds.

CarCharging offers networked Blink AC level 2 and/or networked Blink DC Fast Charging stations that are open to all EV drivers without requiring subscription. CarCharging offers mobile phone and credit card-based payment options – no subscription required: EV drivers that utilize CarCharging's electric vehicle charging stations do not need to be 'members' of CarCharging. Any EV driver can pay for CarCharging's EV charging services at any unit simply with a credit card. CarCharging's units also accept payment via an RFID card, through a mobile application, or by calling the toll-free number located on the machine to initiate the payment process. Drivers can become Blink members for free; review pricing policies, and pinpoint electric vehicle charging station locations on the Blink Network at www.BlinkNetwork.com or via the Blink mobile application (app).

Blink Level 2 ("L2") Electric Vehicle Charging Stations: Transfer 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC Level 1) and enable eligible vehicles to fully charge within a period of 4–6 hours. CarCharging's extensive footprint of Blink Level 2 EV charging stations are outfitted with a SAE J1772 compliant EV connector that is compatible with Electric Vehicles sold in the United States, including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt, Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive,

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years. Blink charging stations are designed for indoor and outdoor applications.

Blink Level 2 Pedestal Unit



Blink Level 2 Wall Mount



Blink Direct Current Fast Charging ("DCFC") Stations: Transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and enable eligible vehicle to fully charge within a period of 20-40 minutes. Blink DCFC's are compatible with Electric Vehicles sold in the United States, including the Citroën C-ZERO, Citroën Berlingo EV, Honda Fit EV, Kia Soul EV, Mazda Demio EV, Mitsubishi i-MiEV, Mitsubishi Minicab MiEV, Mitsubishi Outlander P-HEV, Nissan LEAF, Nissan e-NV200, Peugeot Partner EV, Subaru Stella EV, Tesla Model S, Tesla Model X, Toyota eQ, Zero Motorcycles, as well as many others scheduled for release over the next few years.





The DC Fast Charger is optimal for high-traffic commercial locations, fleets installations, gas stations, and at locations along major transportation corridors. The Blink DC Fast Charger is classified as a DC (480 volt 3-Phase AC input) charging station. The Blink DC Fast Charger is outfitted with a CHAdeMO compliant EV connector; the most widely used connector for fast-charge-capable electric vehicles worldwide. With the Blink DC Fast Charger, EV owners can drive and charge anywhere, topping off as needed without time constraints.

Blink Electric Vehicle charging stations support multiple modes of communication, including Wireless IEEE 802.11g, cellular, LAN/Ethernet, and LAN capable Web-based bi-directional delivery and data flow.

Blink EV Charging Station Technical Specifications: CarCharging, Inc. and Blink Network, LLC are headquartered in the United States and significant portions of the design and manufacturing occur in the United States of America and meet or exceed the following standards:

- Outdoor, commercial grade, weatherproofed, comply with NEMA 3-R for indoor / outdoor use, and are available as a pedestal or wall mounted unit.
- UL certified and come with a one-year warranty. Units are compliant with the current version of the National Electric Code (NEC) Article 625.
- Capable of running in a standalone mode if network connectivity is lost.
- Have RFID authentication systems.
- Have an integrated touch-screen electronic display capable of displaying educational and promotional messages with additional static space on the unit for branding. Media content may be tailored to specific markets and broadcast nationally across Blink Network charger locations.
- Blink Level 2 EV units comply with SAEJ1772 standards for AC 208/240 volt, 12-80 amps.
- Charging cables have a length of 25 feet and each unit comes with a charging holster to store the plug when not in use.
- DCFC stations transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and enable eligible vehicle to fully charge within a period of 20-40 minutes.
- Multiple modes of communication are supported, including Wireless IEEE 802.11g, cellular and LAN/Ethernet.



Safety: All Blink electric vehicle charging stations have been tested to meet or exceed all applicable UL safety standards. All Blink electric vehicle charging stations have internal safety systems that will stop the flow of energy to the vehicle if a ground fault is detected. All Blink electric vehicle charging stations have internal safety systems that ensure that electricity will not flow until communications with the vehicle have been reestablished. Tamper resistant seal and/or tamper resistant bolts on the Blink level 2 charging station limits physical access to the inside workings of the charging stations. If an attempt is made to disconnect the Blink DCFC power coupler during a charging session, the session will be interrupted and power will stop flowing to the vehicle. Keyed locks on the Blink DCFC limit physical access to the inside workings of the charging station. An external emergency stop switch is located in close proximity to the DCFC as part of the installation process.

All Blink EV charging stations incorporate the following safety features:

- Charge circuit interruption device (CCID) with automatic test
- Ground monitoring circuit
- Nuisance-tripping avoidance and auto re-closure
- Interlocks with EV drive system so EV cannot drive when connector is inserted in vehicle inlet
- De-energizes EVSE if connector and cable are subjected to strain
- Charge current interrupting device (CCID) with automatic test feature for personal protection
- Connector parts are de-energized until latched in vehicle inlet
- Safe in wet or dry use

References:

The City of Hollywood, Florida has been a partner with CarCharging since April 2012. CarCharging provided turnkey Electric Vehicle Supply Equipment (EVSE) services for, and is the current owner and operator of five EV charging stations within the City of Hollywood's properties. Three EV charging stations are in high-traffic publicly-accessible municipal parking garages in downtown Hollywood, and two are in high-traffic, publicly-accessible, municipal parking garages serving beachfront parks.

Client Name:	City of Hollywood, Florida
Address:	2600 Hollywood Blvd., P.O. Box 229045, Hollywood, FL 33022
Client Representative:	Mr. Ben Schneider, Parking Operations Superintendent
Telephone Number:	954-921-3535
E-Mail:	bschneider@hollywoodfl.org
Dates of Award:	April 2012
Scope of Work:	Own and operate five public EV charging stations.



Oak Ridge National Laboratory, Tennessee has been a partner with CarCharging since March 2011. CarCharging provided turnkey Electric Vehicle Supply Equipment (EVSE) services for, and sold charging stations to ORNL. CarCharging currently provides reporting, network and maintenance services to ORNL.

Client Name:	UT-Battelle, LLC - Oak Ridge National Laboratory
Address:	P.O. Box 2008, Bldg. 8600, Oak Ridge, TN 37831-6475
Client Representative:	Joel Poteat
Telephone Number:	865-576-6826
E-Mail:	poteatja@ornl.gov
Date Sold:	July 2015
Scope of Work:	Provide ORNL EVSE maintenance and provide Blink charger data for the State of Tennessee identified units to ORNL for research analysis.

McDonald's USA, LLC has been a client since December 2012. CarCharging provides turnkey EVSE services for, and is the current owner and operator of more than 65 EV charging points nationally.

Client Name:	McDonald's USA, LLC
Address:	2111 McDonald's Dr., Dept. 043, Oakbrook, IL 60523
Client Representative:	Tim Goman, Project Engineer - Electrical
Telephone Number:	630-623-5752
E-Mail:	timothy.goman@us.mcd.com
Dates of Award:	December 2012-Present
Scope of Work:	Own and operate over 65 public EV charging stations.

Blink Level 2 Pedestal Charger

Simply Smarter Pedestal Design

The Blink Level 2 Pedestal Electric Vehicle (EV) Charger provides a convenient method for charging Electric Vehicles. The pedestal design provides intelligent, user-friendly features to safely and easily charge.

Benefits of Blink's Unique Design

- Modern, stylish appearance
- Ease of installation
- Advertising space available
- Convenient cable management for long reach and storage between uses
- Connector holster for protection and storage
- Intuitive connector docking
- Selective height design for convenient conformity with ADA considerations
- 360° beacon light to assist in locating the station

J1772 Standard EV Connector

(Standard for EV Charging in the United States)

- Updated Cord set with ergonomic design
- Prevents accidental disconnection
- Grounded pole - first to make contact, last to break contact
- Designed for more than 10,000 cycles
- Can withstand being driven over by a vehicle
- Safe for use in wet or dry conditions

Energy Meter

- Internal meter to monitor energy and demand usage
- Supports energy usage data evaluation
- Supports electric utility EV billing when certified to ANSI 12.20 and IEC standards
- Connects with AMI interface and smart meter capability for demand response and energy management

Touch Screen

- Convenient, user-friendly touch screen display
- Charge status and statistics
- Pre-loaded with Blink commercial user interface



Updated Cord Set



Learn more at www.BlinkNetwork.com



Blink Level 2 Pedestal Charger Specifications

Input Voltage	208 VAC to 240 VAC +/- 10%
Input Phase	Single
Frequency	50/60 Hz
Input Current	30 Amps (maximum), 12A, 16A, 24A available
Breaker Size	40 Amps; settings at 15A/20A/30A available
Output Voltage	208 VAC - 240 VAC +/- 10%
Output Phase	Single
Pilot	SAE J1772 compliant
Connector/Cable	SAE J1772 compliant; UL rated at 30A maximum
Cable Length	25 feet (approximately)
Dimensions (ext.)	66" H x 20"W x 17"D
Temperature Rating	-22°F (-30°C) to 122°F (50°C)
Enclosure	NEMA Type 3R; sun-and-heat resistant
Certifications	NEC article 625 EV charging system UL and ULc to 2594

Features

- Charge circuit interruption device (CCID) with automatic test
- Ground monitoring circuit
- Nuisance-tripping avoidance and auto re-closure
- Cold load pickup (randomized auto-restart following power outage)
- Certified energy and demand metering
- Multiple modes of communication, including wireless (IEEE 802.11g), cellular, 802.15 protocol capable, and LAN
- Web-based bi-directional data flow
- Cord management system
- Smartphone applications for status changes and notifications of completion or interruption of charge
- Controllable output to support utility demand response requests
- Revenue systems support
- Multiple input current settings to accommodate electric service capability

Safety

- Interlocks with EV drive system so that the EV can not drive when connector is inserted in EV inlet
- De-energizes station if connector and cable are subjected to excessive strain
- Charge current interrupting device (CCID) with automatic test feature for personal protection
- Connector parts are de-energized until latched in EV inlet
- Meets all National Electric Code requirements
- UL Listed

Learn more at www.BlinkNetwork.com

Blink DC Fast Charger

Simply Smarter Commercial Design

The Blink DC Fast Charger enables the quick transfer of electricity from a grid power unit to an EV. The Blink design offers intelligent, user-friendly features and provides commercial opportunities to property owners.

Benefits of Blink's DC Fast Charger Design

- Simplified 2-piece design; separate GPU (contains the power electronics) and charging station allows for ease of installation and design aesthetics
- Fully customizable exterior treatment and graphics available
- 42" LCD display for optional media and advertising
- Ad space available through the Blink Network can provide additional revenue
- Connects with AMI interface and smart meter capability for demand response and energy management
- Dual ports for increased user access and availability
- Beacon light and window for increased visibility

CHAdEMO Compliant EV Connector

- CHAdEMO-endorsed connector for use on fast charge-capable electric vehicles worldwide
- Ergonomic design
- Intuitive connector docking for protection and storage
- Prevents accidental disconnection
- Safe in wet or dry conditions

Fast, Convenient, and Easy to Use

- Capable of providing an 80% charge in less than 30 minutes*
- Integrated with the Blink Network
- Smart RFID technology allows for ease of payment
- Can operate independent of a retailer point of sale (POS) system
- Smartphone application provides charger location and GPS navigation, charger status, and notification of completion or interruption of charge
- User-friendly, interactive touchscreen display
- Web-based information delivery
- Provides charge status and cost of charge information
- Easily programmable start/stop timing

*Dependent on battery size, vehicle battery management system, state of charge, and operation under optimal conditions.



Learn more at www.BlinkNetwork.com



Blink DC Fast Charger Specifications, Dual Port

Maximum Output Power	60 kW (Adjustable from 30kW)
Maximum Output Current	200 Amps (limited by Connector selected)
Minimum Output Current	5 Amps
Output Voltage	200 VDC - 450 VDC
Input Voltage	208/400/480/600 VAC 3-Phase
Frequency	50/60 Hz
Input Current	200 Amps at 208 VAC 100 Amps at 400 VAC 89 Amps at 480 VAC 71 Amps at 600 VAX
Connector/Cable	Y a z a k i - C H A d e M O compliant 120A rated
Cable Length	12 feet (estimated)
Station Dimensions	52" W x 98" H x 15" D
Station Weight	450 lbs
GPU Exterior Dimensions	69" H x 53" W x 36" D
GPU Weight	1,017 lbs
Temperature Rating	-4°F (-20°C) to 122°F (50°C)
Enclosure	NEMA Type 3R; sun and heat resistant
Efficiency	90% or greater
Power Factor	.9 or better

Features

- Certified energy and demand metering; meets ANSI C12.20 and IEC687
- Wireless 3G; Ethernet capable
- Demand response capable via third-party software control system
- Top hang cable management system
- Interactive touch screen
- RFID validation interface
- Web-based media delivery
- Internal meter to monitor energy and demand usage
- Supports energy usage data evaluation

Quality Control and Facility Certifications

Manufacturing facility meets all relevant facility certifications, including:

- ISO -9001; 2008
- UL manufacturing facility certification or other nationally-recognized testing laboratory (NRTL) manufacturing facility certification

Standards and Certifications

- NEC article 625 electric vehicle charging system
- UL listed to UL2202, UL2231, and UL2251 (for EVSE)
- UL 50 UL standard for enclosures for electrical equipment

Learn more at www.BlinkNetwork.com



June 30, 2016

Mr. Tobias Barr
Public Works Project Manager
City of St. Helena Public Works Department
1480 Main Street
St. Helena, CA 94574

Re: City of St. Helena's Request for Proposals for an Electric Vehicle Charging Service
Provider

Dear Mr. Barr:

On behalf of EVgo Services LLC ("EVgo"), I am pleased to submit the attached application for the City of St. Helena's request for an Electric Vehicle Charging Service Provider. We are enthusiastic about the opportunity to partner with the City of St. Helena to provide electric vehicle fast charging services to residents and visitors of the northern Napa Valley.

As detailed in our proposal, EVgo is extremely well-qualified to meet and exceed the fast charging needs of the City of St. Helena. We own and operate more than 645 DC fast charging stations at 479 sites around the United States. More than 250 of those fast charging stations have been installed in California over the past four years. As part of this expansive network, we have built site development, customer service, operations and maintenance competencies which, taken together, result in a high-quality customer experience, including the highest PlugScores for DC fast charging in the industry. We are excited to bring our vast experience to this potential partnership with the City of St. Helena.

EVgo's status as a credible partner on both small and large scale DC fast charging programs has been reaffirmed time and again by leading electric vehicle manufacturers (e.g. Nissan, BMW, Kia, Ford, etc.) and government agencies including the California Energy Commission ("CEC"), Japan's New Energy and Industrial Technology Development Organization ("NEDO") and the Bay Area Air Quality Management District ("BAAQMD"). EVgo intends to work closely with the City of St. Helena to ensure synergies are created between current and future funding streams and the City's needs for increasing the availability of electric vehicle charging stations over the coming years.

Our team of experienced DC fast charging site developers and installers bring together the unique knowledge gained from designing and installing thousands of electric vehicle charging stations (Level 2 and Level 3) across a wide array of settings. Maintaining the nation's highest-rated public DC fast

charging network requires meticulous attention to the complete driver experience, the highest safety standards in design and during construction, and providing ample charging stations in desirable and convenient locations. Our site developers and installers are adept in designing and constructing charging stations which exceed the needs of both our site host partners and our EV driving customers.

EVgo, its employees and partners, have a long term commitment to the success of electric vehicles and DC fast charging. On June 17th, Vision Ridge Partners—EVgo's new majority owner—finalized a capital commitment to EVgo that provides \$100 million in charging infrastructure funding. This capital commitment will support EVgo in continuing our focus of developing the nation's largest DC fast charging network and empowering more drivers to purchase and use EVs. We hope that, as a result of this capital, the City of St. Helena recognizes our viability as a partner over the long-term.

As evidence of our commitment to advancing electric vehicle adoption and providing the most reliable network of charging stations, ensuring drivers can reach their desired destination free of range anxiety or significant delays due to station occupancy, EVgo is proposing a Turn-Key installation of two (2) 50 kW DC fast charging stations at no cost to the City of St. Helena.

In the following pages, we present our Turn-Key partnership model and strategy for providing the best, most reliable charging experience to electric vehicle drivers living in and visiting the City of St. Helena and the northern Napa Valley. If you have any questions, please contact me at (650) 867-8591 or via email at cina.loarie@evgo.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cina Loarie', with a stylized flourish at the end.

Cina Loarie Boitnott
Site Developer
EVgo Services LLC
100 California Street, 4th Floor
San Francisco, CA 94111
Cell: (650) 867-8591
cina.loarie@evgo.com

*City of St. Helena Request for Proposals
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Executive Summary

EVgo has the largest and highest-rated public fast charger network in the country, and has strategic plans in place to continue expanding this network along carefully vetted routes to help current and future EV drivers get where they need and want to go without anxiety over range and charging station availability. As an electric vehicle service provider with more than 645 public DC fast chargers installed across the nation, EVgo is uniquely qualified to partner with the City of St. Helena for the long-term operation of electric vehicle DC fast charging stations. As such, EVgo is proposing a Turn-Key solution under the City of St. Helena's Request for Proposals for an Electric Vehicle Charging Service Provider in order to support the EV driving public in the City of St. Helena and the northern Napa Valley. If selected, EVgo will partner with the City of St. Helena to install, operate and maintain two (2) 50 kW Direct Current (DC) fast chargers in the public parking lot at 1301 Money Way at no cost to the City.

Previous Successful Charging Projects

EVgo is the industry leader in designing, constructing, operating, and maintaining CHAdeMO and SAE Combo DC fast chargers by multiple manufacturers. There is no team with more experience in deploying DC fast charging stations than the one assembled for this RFP to the City of St. Helena. The recent investment by Vision Ridge Partners is a strong affirmation of the successes EVgo has accomplished in preparing cities, markets, and regions across the nation for widespread transportation electrification and the arrival of mass market electric vehicles.

A major testament to EVgo's experience and expertise with DC fast charger deployment is the trust that major automakers have placed in EVgo for rolling out their key DC fast charging infrastructure initiatives. The resulting volume and quality of charger installations that have been completed as a result of these partnerships has given EVgo and its partners the extensive experience necessary to maintain the Nation's most reliable public fast charging network. With Nissan, EVgo is responsible for rolling out DC fast charging networks in 26 metropolitan areas (including 17 outside of California). Those deployments have significant complexity, but EVgo has managed those deployments successfully and on-time, with strong driver satisfaction as evidenced by the industry-leading PlugScores. With BMW, EVgo's OEM programs in California resulted in the installation of over 100 SAE Combo stations within 1 year of the agreement having been signed. BMW's satisfaction with EVgo's work has resulted in a national expansion of this program, which was announced on November 15, 2015 at the Los Angeles Auto Show.

Please see Exhibit C for a brief Summary of Past Projects showcasing EVgo's experience in successfully installing and operating electric vehicle fast charging networks of varying size and complexity.

Turn-Key Partnership Scenario

Under the proposed turn-key solution, EVgo will install two (2) 50 kW DC fast charging stations at no cost to the City of St. Helena. In turn, EVgo will own, maintain and operate the stations for the duration of the partnership. If for any reason there is a change of ownership of the stations, service interruptions will be minimized by the fact all EVgo DC fast charging stations operate on the industry's most open

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networking platform, Open Charge Point Protocol (OCPP) version 1.5. Any early termination conditions would apply should there be a change of ownership.

Under this Turn-Key partnership, EVgo will also work with the City of St. Helena to secure additional future public and private funding to expand the infrastructure where space permits and when appropriate as EVs are increasingly adopted in the area. These future expansions could include the possibility of installing battery energy storage systems, additional charging stations, or other amenities such as a solar canopy.

Public Outreach to Spur EV Adoption

A large part of EVgo's business model and success revolves around marketing EVs and their supporting infrastructure as a sustainable and viable substitute for traditional internal combustion engine ("ICE") vehicles. As the City's Electric Vehicle Service Provider, EVgo will conduct outreach to local stakeholders, businesses, non-profits, and other government agencies to increase awareness of the many funding sources available to the region to spur EV adoption. EVgo will work to identify areas in which funding opportunities can be best-combined to create synergies which reduce the upfront and long-term costs of owning and operating an EV and/or its supporting charging infrastructure.

Lease Agreement Structure

This partnership is proposed under a 10 year license agreement and all costs (installation, equipment, electricity, service, maintenance, etc) will be covered by EVgo. The length of the license agreement may be negotiable. The details of the Proposed Lease Terms may be found in Exhibit D – Proposed Lease Terms and Conditions.

Typical Fees Charged to Users

EVgo stations provide the added benefit to drivers of having a uniform payment structure across all of our public DC fast charging stations. EVgo, through its extensive partnerships with leading electric vehicle manufacturers, offers most EV drivers up to two years of free charging at any of our public charging stations with the purchase or lease of their qualifying electric vehicles. For those drivers who are no longer benefitting from free public charging through programs like Nissan's *No Charge to Charge*, EVgo currently offers three payment structures. Details of these payment plans can be found at www.evgo.com and are also described below.

Drivers' pay structures vary based on the type of program they elect. For example, a *walk-up, one-time user* will pay a flat-fee of \$9.95 for the charging session, up to 30 minutes. A *regular user* of the EVgo network will pay a monthly subscription charge plus a low variable price for the charging session. The *infrequent user* will pay a one-time charge and a higher variable charge for each DC fast charging session. As the industry develops and more electric vehicles take to the road, EVgo will maintain competitive payment structures which will be clearly displayed on the charging stations' payment interface.

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Payment Types Accepted

1. Credit card swipe (accepting all major credit cards)
2. 24-hour telephone – pay with credit card
3. EVgo access card
4. Greenlots card
5. Pay with PlugShare
6. BMW ChargeNow card
7. Nissan EZ-Charge card (accessible by AeroVironment, Blink, Greenlots, EVgo)

Customer Experience

The main purpose of EVgo's expansive public network is to make charging as easy and seamless as possible. For the vast majority of customers and transactions, this means that they arrive at a station and are quickly able to initiate their charging session.

EVgo has a 24/7/365 call center dedicated to vehicle charging for when a customer needs assistance with operating the station. EVgo's call center has an average waiting time of less than 30 seconds per call and is able to remotely accept payment, initiate the charging session, and restart the station or set it to "free vend" mode via the OCPP software.

Charging Station Accessibility

All of EVgo's DC fast charging stations are constructed to maximum practical compliance with the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101). Please see the attached Exhibit B for typical configurations of charging stations, as well as Exhibit A for the proposed site layout. The layout contemplates the parking space and charging station access as well as a path of travel to the forthcoming public restrooms.

Uptime Targeted Service Levels and Maintenance Schedule

EVgo's industry-leading customer satisfaction is in large part due to our dedication to maintaining our stations to the highest operational standards, with a goal of 99.5% uptime. For the majority of issues, EVgo's customer service center representatives can troubleshoot and fix the problem through a remote restart via the OCPP network. Installing two DC fast charging stations will provide operational redundancy in the event either of the charging stations encounters issues which cannot be addressed remotely. For all issues which cannot be addressed remotely, EVgo adheres to strict maintenance timelines to ensure maximum operability of our stations as outlined below:

1. *Maintenance Response:*
 - a. Target goal for Critical Maintenance Services response time: 95% responded to within 4-8 business hours
 - b. Target goal for Normal Maintenance Services response time: 95% responded to within 24 business hours
 - c. Frequency: Measured and reported on monthly

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2. Problem Resolution:

- a. Target goal for Critical Maintenance Services resolution time: 95% resolved within 12 business hours (if parts available)
- b. Target goal for Normal Maintenance Services resolution time: 95% resolved within 24 business hours (if parts available)
- c. Frequency: Measured and reported on monthly.

Local Economic Impact and Tax Revenue

Siting DC fast chargers near commercial areas will increase foot traffic at nearby businesses resulting in greater sales tax revenues. According to the community multiplier effect, buying products at local businesses keeps money circulating closer to where it is spent, creating a ripple effect as those businesses pay their employees and spend locally.

While recharging, EV drivers and their passengers generally tend to visit nearby stores and attractions to occupy their time. According to an April 2015 survey of EV drivers, 90% of respondents typically made a purchase while charging their vehicle at a retail location. A typical EVgo 50-kW DC fast charging session takes approximately 15-30 minutes to achieve an 85% charge on a 100-mile range EV. At existing EVgo DC fast charging stations, data demonstrates that, on average, more than 10 charging sessions take place per day. Assuming each session produces an average transaction in the local retail business worth \$20, at an 8% tax rate, each transaction generates \$1.60 in sales tax revenue. This is equivalent to more than \$5,000 in annual sales tax revenue generated for the City of St. Helena as a direct byproduct of drivers utilizing the charging stations.

Conclusion

EVgo's proposal to partner with the City of St. Helena to provide a Turn-Key service for electric vehicle fast charging will provide greater reliability and redundancy for the region's EV drivers while minimizing adverse impacts to the City's limited parking spaces. As more electric vehicles with a 200-mile range enter the marketplace—such as the 2017 Chevy Bolt, the Tesla Model 3, or the 2018 Nissan Leaf—providing ample fast charging opportunities will be key to encouraging and attracting those drivers to the region. EVgo's proposed installation of two (2) 50 kW DC fast charging stations will provide ample redundancy and future-proof the region for the oncoming rEVolution of long-range EVs.

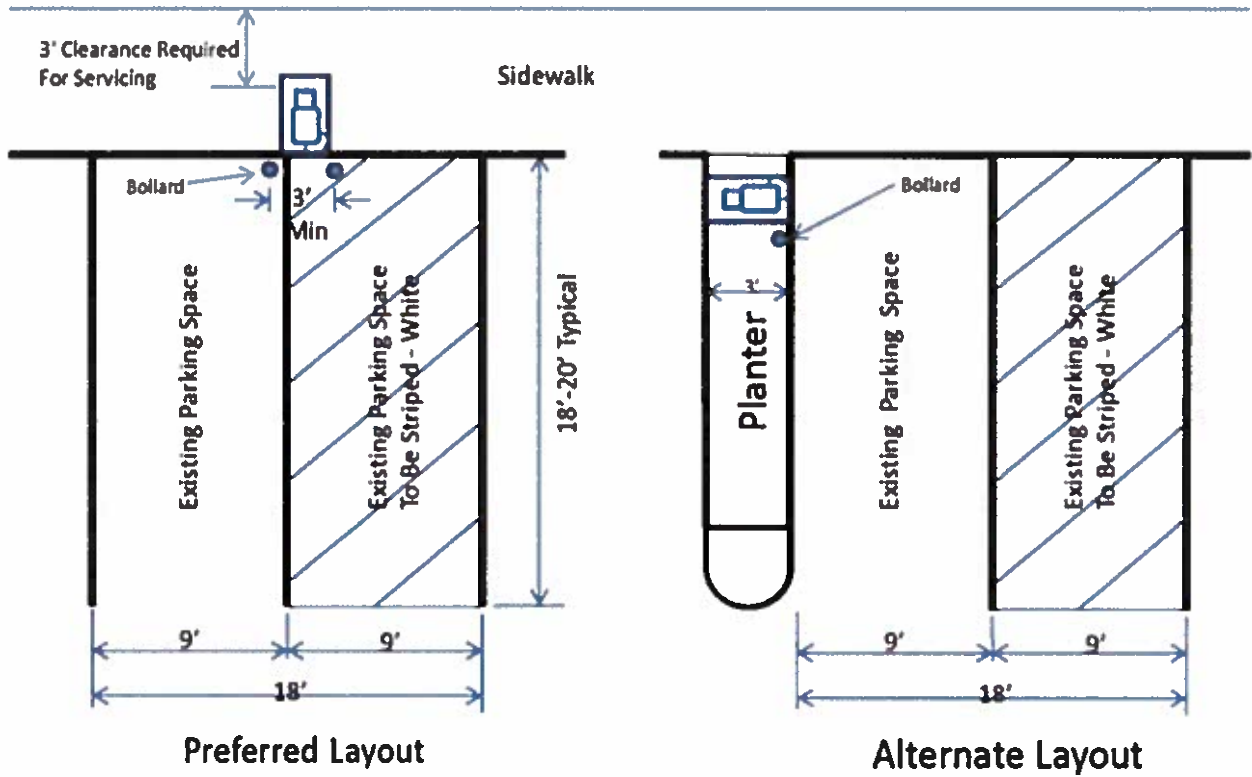
EVgo looks forward to the opportunity to partner with the City of St. Helena to lend its expertise and knowledge of the exacting requirements necessary to providing a stellar electric vehicle charging experience for every driver.

*City of St. Helena Request for Proposals
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**Exhibit A
EVgo Proposed Site Layout**

City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider

Exhibit B
Typical EVgo DC Fast Charging Station Layouts



*City of St. Helena Request for Proposals
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**Exhibit C
Summary of Past Projects**

Company	Project	Description
EVgo	Nissan No Charge to Charge	EVgo leads CHAdeMO roll-out in 26 metro areas across the U.S.; providing new LEAF drivers with free access to numerous charging stations
EVgo	BMW i3 Embedded Program	EVgo provides new BMW i3 drivers access to EVgo's SAE Combo network. The program originated in California and will soon be expanding nationally.
EVgo	California Settlement	NRG (through EVgo) committed to investing \$100 million in electric vehicle infrastructure in California. Includes \$50.5 million for DC charging station development.
EVgo	City of Chicago	At the end of 2014, EVgo took over non-performing DC charging network in Chicago and has improved operations and included stations within EVgo network.
EVgo	New Jersey Turnpike Authority	EVgo was recently selected by the NJ Turnpike Authority to install SAE Combo and CHAdeMO stations at six service area locations.

*City of St. Helena Request for Proposals
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**Exhibit D
Proposed Lease Terms & Conditions**

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a non-exclusive license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the non-exclusive right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) This Agreement may be immediately terminated for cause by either party in the event of the following:

i) Breaches. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) Insolvency. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of this Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of this Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for EVgo to take the actions contemplated in this Agreement.

C. INSURANCE

1) EVgo Insurance.

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect EVgo's Commercial General Liability Insurance,

Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of EVgo's performance under this Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in this Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("**Related Parties**"), regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate this Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4), and D(2) hereof, each party shall indemnify and hold harmless the other party and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any breach by such party of its obligations, representations or warranties

under this Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with this Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with this Agreement, except as it applies to a party's obligations pursuant to **Section C (INSURANCE)**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of this Agreement.

6) **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and interpreted in accordance with the internal laws of

the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under this Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under this Agreement and/or terminate this Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** This Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction.** All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.



Prepared for:
City of St. Helena



Request for Proposals for Electric Vehicle Charging Stations
June 30, 2016

Submitted by:
ChargePoint Inc.
Contact: Spencer Crim, Account Executive
Phone: (503)880-1688
Email: spencer.crim@chargepoint.com

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Company Profile

ChargePoint was founded in 2007 by a group of entrepreneurs who anticipated the EV revolution. With extensive experience in technology and design from leading global companies, ChargePoint's team has built a smart network that keeps the EV industry moving forward. ChargePoint owns important patents covering networked electric vehicle charging stations, including patents relating to authorization of charging sessions as well as demand response. ChargePoint continues to design, develop and deploy charging stations, user-friendly software applications and data networking intelligence aimed at creating a successful, scalable, and grid-friendly EVSE charging infrastructure.

We have over 250 employees, nearly half working in engineering. Our offices are based in Campbell, California and Scottsdale, Arizona. ChargePoint is a privately held company that is venture backed. We have raised approximately \$164 million in equity financing since our inception. Our investors include Kleiner Perkins Caufield & Byers, Rho Ventures, BMW i Ventures, Braemar Energy Ventures, Toyota Tsusho, Siemens Venture Capital and Voyager Capital. In our most recent round we raised approximately \$50 million in equity.

With thousands of customers and more than 29,000 charging spots, ChargePoint has a long track record of success and provides the highest quality products and highest level of support in the industry.

As of June 2016:

- More than 29,000 charging spots, including over 320 Express DC fast locations
- More than 16,000,000 charges delivered
- Drivers plug into a ChargePoint station every 4.5 seconds
- Drivers have avoided over 15,200,000 gallons of gas and 48,400,000 kgs of CO₂ emissions
- More than 379,000,000 electric miles have been driven on the ChargePoint Network
- ChargePoint stations have dispensed more than 121,400 Megawatt hours (MWh) of electric fuel



ChargePoint offers unparalleled expertise in deploying a fully managed program that maximizes EV driver utilization through attractive pricing models, proven systems, and a seamless EV driver experience that fully leverages our “industry gold-standard” network and customer support services.

ChargePoint recently completed the build-out of a continuous corridor of DC chargers stretching from Portland down to San Diego on the west coast and from Boston down to Washington, DC on the east coast. We added several branch stations forming spokes from the corridors out to popular destinations. These include Napa, Sonoma, Lake Tahoe and Monterey on the west coast as well as Cape Cod, the Hamptons, and the Jersey Shore on the east coast.

Of ChargePoint’s customers, more than 500 are government agencies, representing over 10% of our customer base. Our government customers have installed more than 4,600 charging ports.

The following chart list just a small sampling of our notable government customers:

Alameda County	City of Napa	County of Sacramento
Arlington County	City of New Bedford MA	County of San Diego
Baltimore County	City of Newton	County of Santa Barbara
Cambridge MA	City of North Las Vegas	County of Sonoma
City and County of Honolulu	City of North Vancouver	County of Ventura
City and County of San Francisco	City of Orlando, FL	Dakota County
City of Anaheim	City of Ottawa	DeKalb County
City of Austin TX	City of Palm Desert	California DOT (Caltrans)
City of Baltimore	City of Portland	Department of Veterans Affairs
City of Beverly Hills	City of Richardson	DuPage County
City of Boston	City of Richmond	Kansas City MO
City of Cambridge	City of Riverside	Little Rock
City of Campbell	City of Rochester	Michigan House of Representatives
City of Capitola	City of Sacramento	Montgomery County Government
City of Central City	City of Salem MA	Napa County
City of Charlotte	City of San Antonio	NASA
City of Chicago	City of San Jose	Sacramento County
City of Clearwater, FL	City of Santa Barbara	Salt Lake City Corporation
City of Cupertino	City of Santa Monica	San Joaquin Valley
City of Dearborn	City of Seattle	San Mateo County
City of Dallas	City of Sonoma	Santa Cruz County
City of Ft Lauderdale	City of St. Paul	Sarasota County, FL
City of Georgetown	City of St. Petersburg, FL	State of California
City of Hermosa Beach	City of Tacoma	State of Maryland
City of Houston	City of Tampa, FL	State of Utah
City of Langley	City of Torrance	The City of New York
City of Lexington	City of Vancouver	The City of Newport Beach
City of Los Altos	City of Ventura	The City of Vernon
City of Los Angeles	Cobb County	The White House
City of Miami	County of Marin	Town of Fairfax
City of Milwaukee	County of Monterey	U.S. Department of Homeland Security
City of Minneapolis	County of Riverside	US Department of Energy (DOE)

Proposed Partnership Model

For this RFP, the City of St. Helena has requested proposals from qualified vendors to furnish, install, manage, and maintain Level 2 and DC charging stations. ChargePoint understands this request.

The disadvantage of the model requested is that the EV drivers are paying for the charging stations and their management and maintenance, in addition to the energy consumed. Drivers also pay for the utilization risk assumed by the charging station vendor. The result means a significantly higher cost at the charging station for the EV drivers. If that cost is too high, EV drivers may choose not to use the stations, thus defeating the purpose of the program in the first place. Also, under this model, the successful vendor controls the pricing on the station. The City leaves itself with no flexibility to change the pricing as things change in the future.

Under the requested EVSP model, the fees collected at the stations must cover all of the costs associated with the operation and maintenance of the stations, resulting in more cost to the driver. In many cases this cost may be higher than the drivers are willing to pay because they have cheaper alternatives available to them. A typical EVSP model charges drivers between \$0.39 and \$0.69 per kWh - more than the equivalent cost of gasoline. Drivers may prefer to drive a gasoline vehicle rather than pay a higher price to drive electric.

We are providing an alternate proposal where the City would own the stations but would outsource all of the management to ChargePoint. We think this might address your primary concerns while keeping the price of the charging sessions attractive for the drivers.

As such, ChargePoint is pleased to offer a fully outsourced Operations and Maintenance (O&M) proposal. The City owns the charging stations, is in complete control of the pricing and policies for use of the stations. ChargePoint proactively manages the stations *per City specifications*, monitors and maintains the stations with **98% guaranteed uptime and a one day guaranteed response time**.

Outsourced Operations & Maintenance Model

All of the hands-off benefits of the requested EVSP model, but you retain ownership and most importantly, retain complete control over the pricing and other policies applied to the stations. You will be able to price your stations to best service the community of EV drivers that the stations are intended to serve.

Under this model, you will get:

- 24 x 7 x 365 monitoring of your station by ChargePoint

- Prompt response to any issues with the stations (either from calls by EV drivers or facilities people at the City).
- Remote trouble shooting followed by on-site intervention by ChargePoint at no additional cost
- Unlimited station policy changes—just call or email our support team
- Monthly summary and quarterly detailed reporting
- Coordination of service calls
- Coordination of installation of new stations
- *98% uptime guarantee*
- *Guaranteed 1-day response time*

The City is in complete control of the policies applied at the stations but **with no requirement to manage, monitor, or maintain the charging stations**. The City would purchase ChargePoint charging stations and the associated Assure warranties and Station Management services.

ChargePoint has extensive experience working with grant funding and would be happy to assist the City in applying for any grants or subsidies that may be available.

Conclusion

Select the outsourced Operations and Maintenance model and enjoy 98% guaranteed uptime, one-day response time, the same hands-off, worry-free operation of the stations, yet retain full control over the pricing and the policies applied to the stations in order to provide the best possible benefit to your driver community.

Proposal Pricing

The pricing for two L2 ports is as follows:

CT4021-GW dual-port station	\$7,210.00
CT4000-ASSURE (1 st year of Assure warranty)	\$0.00
4-year Assure (for a total of 5 years of coverage) & 5-year Commercial Network Service plan CT4000 Dual-Port Bundle	\$4,790.00
CT4000-ACTIVE - Activation service	\$0.00
Total for two ports	\$12,000.00
Per port price (covered for 5 years total)	\$6,000.00

The pricing for one CPE200 DC Fast Charging Station (48kW) is as follows:

CPE200 DC Fast Charging Stations	\$35,800
CT4000-ASSURE (1 st year of Assure warranty)	\$599.00
2-year Assure (for a total of 3 years of coverage) & 3-year Commercial Network Service plan CT4000 Dual-Port Bundle	\$5,310.00
CT4000-ACTIVE - Activation service	\$349.00
Total for CPE200	\$42,058.00

Pricing does not include cost of installation, which can be highly variable. With the parking lot under construction there is an opportunity to save on installation costs by leveraging the existing labor and construction.

Equipment Specifications

CT4000 Family

The CT4000 is the latest generation of ChargePoint Level 2 charging stations. The CT4000 family of easy-to-use ADA compliant charging stations integrates design and functionality with superior reliability and durability. All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). Bollard and wall mount configurations are available for easy installation anywhere.



CleanCord™ Technology

Every CT4000 also comes standard with cord management, with 18' and 23' cable length options available. The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. The cord management utilizes a counterweight system to ensure that the pull on the cord is not excessive and the maintenance is minimal.

CT4000 Specifications

- UL listed for USA and UL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
- Rated for outdoor usage, NEMA 3R
- Full -30C to +50C (-22F to 122F) operation including cord management
- AC Input (208 to 240VAC) @ 30 Amps
- LED status indicators and 5.7" LCD display providing driver instructions and station status
- Downloadable full motion videos
- Replaceable signage on cord management pole
- Bollard style pedestal mount and wall mount options available, ADA compliant
- Modular assembly for fast installation and service
- Next generation charging cord that remains flexible even at low temperature (18' and 23' cords are available)
- RFID supports virtually all formats, including ChargePoint cards, contactless credit cards, and NFC
- Locking Holsters – deters vandalism, improves safety
- Advanced CCID, fault retry, and overcurrent detect features avoid truck rolls from vehicle induced faults
- Dual modem technology (GSM and CDMA) assures plug and play communications

- Fully software upgradable over-the-air
- Each port individually metered

The CT4000 LCD display supports full motion video with instructional animation playing in a continuous loop. Every station has an interactive help menu driven by 5 touch buttons located below the LCD screen, and a toll free number is provided for drivers to call for 24/7/365 support. Support is available in English, French, and Spanish.

CPE200 DC Express Charger

The slim design and light weight of the ChargePoint CPE200 50kW DC charger simplifies installation and minimizes costs. The CPE200 is the only liquid cooled DC system on the market, providing the lowest maintenance and widest temperature operating range. The electronics are environmentally sealed. With both a CHAdEMO and SAE Combo port, the CPE200 is able to charge all vehicles equipped with DC fast charge ports at a maximum of 200 RPH (range per hour).

Compact Design

- All in one enclosure – ships flat
- Easy install in enclosed parking structures or tight place
- Crane not required
- Can be “nudged” in place
- Only 13” deep, 364 pounds
- total clearance needed only 5’8” wide by 20” deep

Innovative Liquid Cooling

- Near zero maintenance
- Cooling fluid lasts 10 years before change is needed
- No air filters to replace and maintain
- All power electronics contained in environmental sealed enclosure
- No outside air or moisture enters power electronics area



Service and Maintenance

ChargePoint Assure

To keep your stations online and to ensure an enjoyable experience for both the driver as well as the station owner, we go beyond the typical warranty break fix features. We’ve included station management, station performance metrics reporting and unlimited software configuration changes at no additional cost.

We back our performance with a Service Level response time commitment and a 98% annual station uptime commitment. We even cover labor costs for items typically excluded from most

warranties like vandalism, abuse and accidents.

Ongoing station management service is a key part of Assure. The annual Cloud Services Subscription is required for all ChargePoint stations and gives you, the station owner, access to a rich set of data and analytic tools to monitor the usage of your charging stations, identify problems, and assess how well your stations are meeting your business goals. You can easily add new stations, and design and modify your station policies, however with Assure, you may request these changes be performed on your behalf by our expert staff.

With the station management service from ChargePoint Assure, you can request the day-to-day management of your stations be performed by the ChargePoint team for hands-off management.

Key benefits of ChargePoint Assure:

- Unlimited software configuration changes
- 98% annual uptime guarantee with non-performance penalty
- 1 business day response time to station failures or 1 business day from Parts arrival when required
- Monthly summary reports and detailed quarterly reports of your station's performance metrics
- Proactive station monitoring and dispatch
- Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snow plows

Driver Support

ChargePoint provides 24/7 toll-free live driver support to anyone using a ChargePoint station, including non-ChargePoint cardholders, **all at no cost to the driver**. With over 23,000 charging spots and over 160,000 registered drivers, ChargePoint has a long track record of success and provides the highest level of support in the industry.

EV Driver and ChargePoint Account Assistance

U.S. and Canada Toll Free: 1-888-758-4389

(24 hours)

Station Owner, Installer and Partner Support:

U.S. and Canada Toll Free: 1-877-850-4562

(Mon - Fri, 5 AM PST - 6 PM PST)

Current Support Metrics

	Driver Support	Technical Support
Service Level: Call Center	95%	98%
Avg. Call Speed of Answer	<30 secs	<8 secs
Avg. Email Response Time	24 hrs.	4 hrs.
Monthly Call Volume	12,500	1,200
Monthly Email Volume	1,600	3,000
Support Hours	24 x 7	M-F, 5am – 6pm PST

Network Services and Security

User Accounts and Access Control

Under this proposal, the City is in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have different policies applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers.



ChargePoint Waitlist

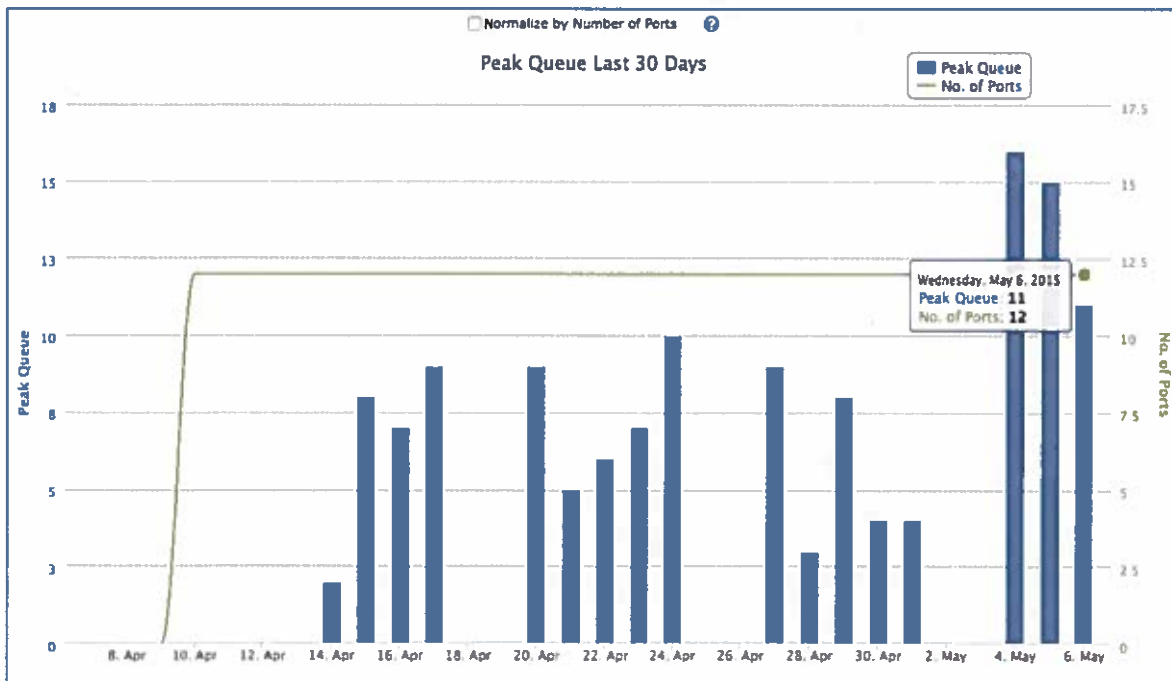
The City will have the option to turn on ChargePoint Waitlist to make it easy for drivers to share ports and help you efficiently **serve more drivers with fewer stations**. Waitlist can maximize the utilization of stations and does not require the administrator to do anything once it has been configured.

Waitlist works by allowing drivers get in line for the next available charging station, informing them when a station becomes available and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which ports he wishes to line up for, and joins a “virtual lineup”. As ports free up notifications are sent to the next driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line, or may simply opt-out of line altogether.

As the station owner, you are in complete control of how the waitlist operates. Session policy limits may be set based on one or more of the following:

- a fixed number of hours
- a total kWh of energy
- the vehicle reaching full charge

As an example, you may set the session policy such that drivers are notified upon their vehicle reaching full charge or 4 hours, whichever comes first. The system automatically notifies drivers that they have reached the policy limit and requests them to move their vehicle. Once the vehicle is moved the driver that is next in line for a spot is notified and the spot is reserved for them until they plug in. Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including peak queue depth and average wait time.



Flex Billing

ChargePoint handles the entire billing process from end to end. All payment processing, funds transfer and collections are handled automatically, with payments processed at the end of every month.

Under this proposal, you as the station may set pricing to **best serve your drivers**, using any of the following options:

- **A fixed rate for the session.** The driver pays a set fee for the entire session.
- **An hourly rate.** The driver pays per hour, similar to how a parking meter operates.
- **An energy rate.** The driver pays for the energy consumed on a per kWh basis.
- **Length-of-Stay pricing.** One price is charged during the first x hours and another price is charged for every hour afterwards.
- **Time-of-Day pricing.** One price is charged during peak hours and another during off-peak hours.
- **A minimum and/or a maximum fee per session.**
- **A combination of the above.** For example, a flat session fee PLUS an hourly rate or an hourly rate PLUS per kWh pricing, or a minimum session fee PLUS an hourly rate.
- **Driver groups.** Station owners may set unique policies for different classifications of drivers (e.g., city employees vs. city fleet vehicles) using the options above.

PCI Compliance

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third party auditor. The current Attestation of Compliance is available to customers under NDA. Tier 1 service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

Payment Handling

Charging sessions are authorized at the charging station by use of a credit card, a ChargePoint account RFID card, via the ChargePoint mobile application, or by authorized driver support representatives over the phone 24/7 via a toll-free phone number using a credit card. Driver support is available to all drivers using any station on the ChargePoint network – whether the driver is registered with ChargePoint or not. Live phone support is available in English, French, and Spanish.

ChargePoint Driver accounts are offered as a convenience for the driver - they are not a subscription. **Drivers pay no monthly fees and there is no setup fee to join ChargePoint.**

Drivers provide credit card information to fund their ChargePoint account, modeled on electronic toll systems. As the driver uses charging stations, the session fees are automatically deducted from the account balance. When the remaining balance falls below a certain threshold, additional funds are charged to the credit card to “top up” the account. Over time, ChargePoint automatically adjusts the “top up” amount based on the monthly transaction history of the driver. The desired result being that the driver’s credit card is only charged once per month. Account holders have access to detailed transaction records to be able to verify and monitor account activity without the need to examine one or more monthly credit card statements that contain a mix of every day transactions.

ChargePoint is partnered with major Automotive OEMs, including BMW, Cadillac, Chevy, Fiat, Nissan, Volkswagen, and Smart, providing integrated electric vehicle charging station POI data for in-dash navigation systems and custom branded ChargePoint welcome kits included in the glove box. **Many EV drivers in your community are already ChargePoint cardholders.**



Reporting and Monitoring

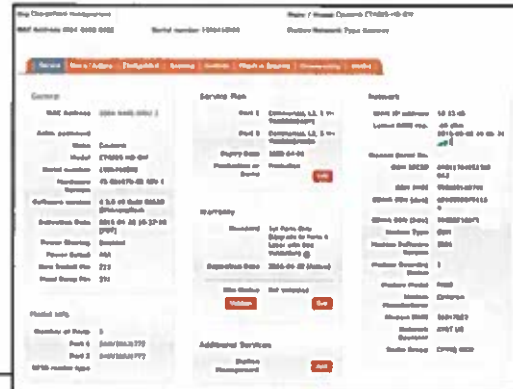
ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. Access to the web portal and the standard set of reports is included in the network service plan at no additional cost. Energy Management functions and advanced analytics are available for an additional fee.

The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making is easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API. The categories of reporting available on ChargePoint are:



Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:

- The **Unique Driver Report** shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there are a wide variety of drivers using the stations
- The **Session Length Histogram Report** shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.
- The **Average Utilization Report** shows how many hours during the day stations are being used.

Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives on a monthly basis.

Logs: a chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.

Audit Trail: All configuration and other actions including the user account that performed the action

Alarms: a table of station events, including service-affecting faults



Figure: Sample Energy Usage Report

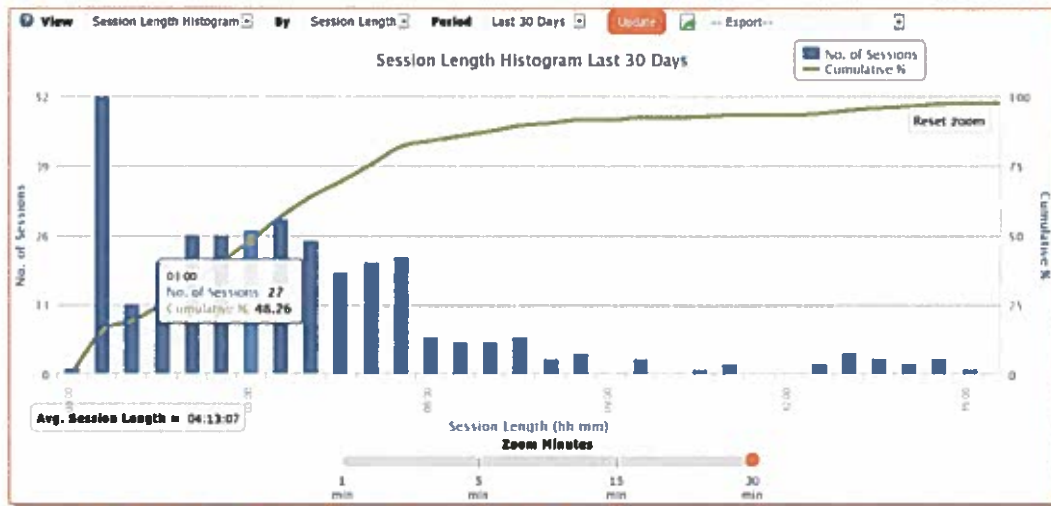


Figure: Sample Session Length Histogram Report



Figure: Sample Average Station Utilization Report

Session Details

All charging sessions have the following information recorded and available for export:

- Station Name
- MAC Address
- Org Name
- Start Date
- Start Time Zone
- End Date
- End Time Zone

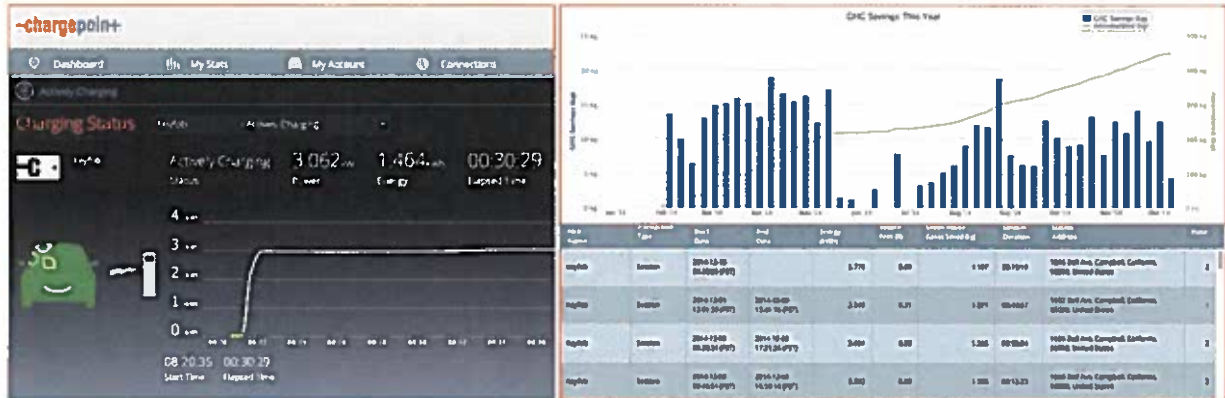
- Transaction Date (Pacific Time)
- Total Duration (hh:mm:ss)
- Charging Time (hh:mm:ss)
- Energy (kWh)
- GHG Savings (kg)
- Gasoline Savings (gallons)
- Port Type
- Port Number
- Plug Type
- Address 1
- Address 2
- City
- State/Province
- Postal Code
- Country
- Latitude
- Longitude
- Currency
- Fee
- Ended By
- Plug In Event Id
- Driver Zip Code
- User ID

Driver Interface

The **Driver** web portal provides a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any).

Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable.

Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle's charge history.



My Overall Stats



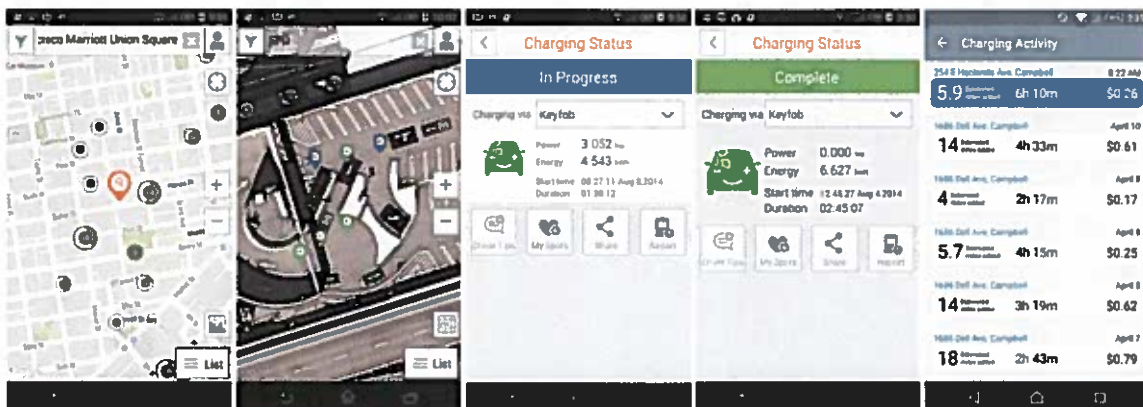
1,060.768
Energy (kWh)

445.523
GHG savings (kg)

258
Total Charge Ups

Mobile Application

In 2011, ChargePoint released its first mobile application. To date there have been over 110,000 unique downloads on both iOS and Android platforms. ChargePoint is now on our 5th major release of our mobile application. The mobile application is an absolutely critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their own preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.



References

City of Austin, TX/Austin Energy

Ms. Shems Duval - Director of Emerging Transportation Technologies

Shems.Duval@austinenergy.com

512-322-6086

State of Utah—Governor's Office of Energy Development

Blake Thomas – Alternative Transportation Program Specialist

blakethomas@utah.gov

801-538-8725

City of Garland, TX

Ms. Ginny Holliday—Facilities Director

gholliday@garlandtx.gov

972-205-4080

City of Riverside, CA

Martin L Bowman, Fleet Operations Manager, Fleet Management

Mb Bowman@riversideca.gov

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City of San José, CA

Laura Stuchinsky, Assoc. Transp. Specialist- Active Transportation, Dept. of Transportation

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City of Oklahoma City

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405-297-2470

City Utilities of Springfield, MO

Chris Bell—Manager

Chris.Bell@cityutilities.net

417-863-9000

Attachment 2

CHARGING SERVICES AGREEMENT (EVgo Public Network)

Host: CITY OF ST. HELENA,
a _____

Agreement Date: _____, 2016

This Charging Services Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

A. Premises

Host Property: City of St. Helena Public Parking Lot located at: 1301 Money Way, St. Helena, CA 94574

The location where the Charging Stations shall be installed at the Host Property (the "Premises") is shown on the attached Exhibit B.

B. Charging Services

1. Term.

- a. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date, subject to the Terms & Conditions, and continue until ten (10) years following the date the Charging Stations are first operational (the "Commencement Date"). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.
- b. This Agreement may be terminated upon (30) days' written notice to either party without penalty or fee:
 - i) in the case of EVgo, at any time prior to EVgo's submission of a permit application for construction at the Host Property or in the event that EVgo determines that the construction or continued operation of the Charging Stations is impracticable or uneconomical; and
 - ii) in the case of Host, in the event the Commencement Date has not occurred within twelve (12) months following the Agreement Date; provided that Host's rights shall terminate upon the Commencement Date.

2. Charging Services. During the Term, EVgo shall provide the following services (the "Charging Services"):

- a. EVgo shall install, at its sole cost and expense:
 - Two (2) DC Fast Charging Stations;
 - One (1) Level 2 Charging Station which may be added at a later date in EVgo's sole discretion;
 - Related equipment, hardware, software, signage and supporting equipment and structures.

The foregoing is collectively referred to as the "Charging Stations."

- b. EVgo shall be responsible for all operation and maintenance of the Charging Stations.

- c. The Charging Stations shall be available to EVgo Customers as part of its public network of EV charging stations.
 - d. EVgo Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Stations.
3. **Exclusivity.** Host hereby grants EVgo an exclusive right to provide electric vehicle charging services at the Host Property during the Term hereof.
4. **Electricity.** Unless otherwise agreed by the parties, EVgo shall be responsible for all electricity costs of the Charging Stations. Host shall reasonably cooperate with EVgo's efforts regarding the provision of electricity to the Charging Stations. Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Stations, unless the cause of the interruption is covered by the party's indemnity provided for in the Terms and Conditions.
5. **Removal Upon Termination.** Promptly following the expiration or termination of this Agreement, EVgo shall remove the Charging Stations and all of EVgo's other property associated with the Premises from the Host Property.
- C. Installation Activities.**
1. Subject to the requirements of the Terms and Conditions, EVgo shall, at its sole cost and expense, conduct all installation activities (the "Installation Activities") required to support the installation and operation of the Charging Stations and Charging Services, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.
2. On completion of the installation of the Charging Stations, EVgo shall retain all ownership rights therein and shall have the right to remove all or a portion of the same at any time during the Term, whether or not said items are considered fixtures and attachments to the Premises under applicable laws.
- D. Other Provisions.** NONE.

[Signature page follows]

HOST:

CITY OF ST. HELENA,

a _____

By: _____

Name: _____

Title: _____

Notice Address:

EVGO:

EVGO SERVICES LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notice Address:

1000 North Post Oak Road, Suite 240

Houston, Texas 77055

Attn: COO

with a copy to:

11390 West Olympic Blvd., Suite 250

Los Angeles, CA 90064

Attn: Director of Legal Affairs

Exhibit A

Terms and Conditions

See attached.

Premises

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) The Agreement may be immediately terminated for cause by either party in the event of the following:

i) Breaches. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) Insolvency. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of the Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of the Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under the Agreement, and for EVgo to take the actions contemplated in the Agreement.

C. INSURANCE

1) EVgo Insurance.

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect to EVgo's Commercial General Liability

Insurance, Automobile Liability Insurance and Excess Liability Insurance, Host shall be included as an additional insured with respect to liability arising out of EVgo's performance under the Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in the Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its Related Parties, as defined in Section (D)1, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate the Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4), and D(2) hereof, each party shall indemnify and hold harmless the other party and its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("Related Parties") from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any

breach by such party of its obligations, representations or warranties under the Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with the Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with the Agreement, except as it applies to a party's obligations pursuant to **Section C [INSURANCE]**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** The Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under the Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in the Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of the Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Agreement and the Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of the Agreement.

6) **Governing Law; Waiver of Jury Trial.** The Agreement shall be governed by and interpreted in accordance with the internal laws of the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Agreement, and agree that any and all litigation between them arising from or in connection with the Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by the Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** The Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** The Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts.** The Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction.** All documents or items attached to, or referred to in, the Agreement are incorporated into the Agreement as fully as if stated within the body of the Agreement. Each party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.



**Report to the City Council
Council Meeting of August 9, 2016**

Agenda Section: New Business

Subject: Discussion and direction to staff regarding various committee vacancies

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City Clerk held a recruitment starting in April seeking applicants from the community to fill expired and/or vacant committees terms. The City experienced a decline in responsive applicants for the recruitment. The committees that continue to have expired terms and/or vacancies from resignations include the Sustainability Committee, Active Transportation Committee, Multi-Cultural Committee and the Tree Committee.

City staff liaisons to these committees have experienced challenges achieving quorums to hold productive meetings.

DISCUSSION

Staff is requesting Council to consider alternatives for the committees that have consistently been difficult to recruit members. This could include continuous recruitment, disbanding, merging or suspending certain committees.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Provide direction to staff regarding unfilled vacancies and status of committees.

ATTACHMENTS

Attachment 1 – Committees Roster

St. Helena Committees Roster

Name	Address	Phone Number	Email Address	Appointment Date	Term Expires
Tree Committee	Meets 2nd Thursday @ 3:30 PM, City Hall			Term of office is for two years	
Scott Freeland				7/14/2015	6/30/2017
Edie Kausch				7/14/2015	6/30/2017
Vacant					6/30/2017
Susan Smith-Allen				7/14/2015	6/30/2018
Matthew Strauss				7/1/2016	6/30/2018
Carol Troy (alternate)				7/14/2015	6/30/2018
Joan Westgate (alternate)				7/14/2015	6/30/2017
Staff/City Arborist/Carlos Uribe	City Corporation Yard	967-2805	carlosu@cityofstheleena.org		
City Arborist/Jim Haller	City Corporation Yard	312-1204	jimh@cityofstheleena.org		
Sustainability Committee	Meets 1st Wednesday @ 5:00 PM, Library			Term of office is for two years	
Glenn Smith				9/8/2015	6/30/2018
Tom Vence				7/14/2015	6/30/2017
Sara Chappellet, Vice Chair				7/14/2015	6/30/2017
Vacant					6/30/2018
Vacant					6/30/2018
Vacant (alternate)					6/30/2017
Vacant (alternate)					6/30/2018
Staff Liaison/Aaron Hecock	St. Helena City Hall	967-2792	aaronh@cityofstheleena.org		
Active Transportation Committee	Meets 1st Wednesday @ 5:00 PM, City Hall			Term of office is for two years	
Donna Hinds				9/8/2015	6/30/2018
Michael Chisek				7/14/2015	6/30/2017
Brian Cramer				7/14/2015	6/30/2017
Kristine Coryell				7/1/2016	6/30/2018
Vacant					6/30/2018
Vacant (alternate)					6/30/2018
Vacant (alternate)					6/30/2017
Staff Liaison/Steve Palmer	St. Helena City Hall	968-2624	spalmer@cityofstheleena.org		

Multi Cultural Committee		Meets 1st Wednesday @ 6:00 PM, Rianda House		Term of office is for two years	
Janis Gay				9/8/2015	6/30/2017
Patty Guijosa				4/12/2005	6/30/2018
Milagros Castro				4/12/2005	6/30/2017
Vacant					6/30/2018
Vacant					6/30/2018
Mayor				agabraith@cityofshelena.org	
Staff Liaison/Mari Martinez Serrano	St. Helena Public Library	963-5244		mani@shpl.org	

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