



City of St. Helena
Regular City Council Meeting
Tuesday, March 12, 2024 @ 6:00 PM
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 four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment for meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://stheleena.civicweb.net/portal/>.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

- 5.1. Consideration and proposed approval of Regular Meeting Minutes of February 27, 2024.

7 - 19

[Minutes](#)

6. 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 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members 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.

Estimated start time: 6:10 p.m.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND

AB 1234 REPORTS:

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members 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.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1. Proclaiming March American Red Cross Month presented to Andy Witthohn, American Red Cross of Napa and Sonoma 21

Estimated start time: 6:25 p.m.

[Proclamation](#)

9. STAFF BRIEFING

None

10. CONSENT ITEMS

Members of the Council or the public (present at the meeting) 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)

Estimated start time: 6:35 p.m.

- 10.1. Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Central Square Technologies for upgrade of St. Helena's permit tracking software in an amount not to exceed \$125,177. 23 - 93

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

- 10.2. Consideration and Adoption of a Resolution authorizing Agreement #1 to STH Contract: FY2023-028 with Client First Technologies for migration implementation technical support to City during Central Square software upgrade transition for an additional \$50,000 for a total contract amount not-to-exceed \$56,700. 95 - 130

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff recommends the City Council adopt the attached Resolution.

[Staff Report - Pdf](#)

- 10.3. Approval of a Professional Services Agreement with Toole Design to prepare a Streets Master Plan for a not-to-exceed cost of \$229,946. 131 - 164

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the attached resolution.

[Staff Report - Pdf](#)

- 10.4. Consideration and approval of a resolution authorizing (1) a temporary closure of Adams Street on Saturday, May 4, 2024, from 6:00 a.m. to 6:00 p.m.; and (2) mobile food vendors to park and operate on Library Lane during the car show event. 165 - 175

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 10.5. Consideration and proposed approval of a Resolution (1) Awarding the Kearney and Andrea Watermain Project to Maggiora & Ghilotti Inc. in the amount of \$1,436,830.00; (2) Requesting a budget increase for project S23-01 of \$11,200; (3) Authorizing the City Manager to execute the Construction Contract with Maggiora & Ghilotti Inc. in the amount of \$1,436,830; (4) Authorizing a contingency not to exceed 15% of the total contract; and (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 177 - 197

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Mario Traverso, Project Manager

Recommendation:

Approve the Resolution

[Staff Report - Pdf](#)

- 10.6. Approval of a resolution authorizing an additional \$25,632 for the purchase of filter valve automation cards as part of the Water Treatment Plant Valve control technology Improvements for a total not-to-exceed cost of \$90,781. 199 - 206

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Adopt the attached resolution.

[Staff Report - Pdf](#)

- 10.7. Approval of a resolution (1) authorizing the City Manager to execute a Professional Services Agreement with West Yost for Engineering Services to complete a Hydraulic Model update for the water system for a not to exceed cost of \$192,900 (2) Establishing a Capital Improvement Project W24-09 Water System Hydraulic Model Update and budget of \$192,900 and (3) Authorize a budget transfer of \$192,900 from Water Operations Fund 561 to the Water Capital 207 - 237

Improvement Fund 763.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Asst. to the City Manager

Recommendation:

Authorization to execute the professional services contract and to create and fund a capital improvement project.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

None

12. OLD BUSINESS

Estimated start time: 6:40 p.m.

- 12.1. City Council Discussion and Direction for Draft Charter City Language for Consideration on the November 5, 2024 Ballot. 239 - 244

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Provide direction to staff regarding the recommended Charter City language.

[Staff Report - Pdf](#)

13. NEW BUSINESS

Estimated start time: 7:00 p.m.

- 13.1. Consideration of a Resolution authorizing the waiver of planning application fees and certain development impact fees in an amount not to exceed \$47,057.92 and use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed \$17,990.30 for the remaining balance of development impact fees in order to accommodate a 5-unit affordable housing project at 951 Pope Street in the Medium Density Residential district. 245 - 259

CEQA Determination: Exempt

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

[Presentation](#)

14. CITY COUNCIL REPORTS:

- 14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly
C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTa)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 26, 2024

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on March 7, 2024.



Cindy Tzaferopoulos, 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 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

MINUTES
City of St. Helena
Special City Council Closed Session, Special City
Council Mtg and Regular City Council Meeting
Tuesday, February 27, 2024 @ 5:30 PM
Vintage Hall Board Room
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

Absent: None

1. *CANCELLED* 5:00PM SPECIAL CLOSED SESSION MEETING

- 1.1 ~~Conference with Legal Counsel: Liability Claim (Gov't Code sec. 54956.9)~~
~~Claimant: Thompson Builders Corp.~~
~~Agency claimed against: City of St. Helena~~

1. 5:30PM SPECIAL CITY COUNCIL MEETING

- 1.1 Library Board of Trustees Applicant interviews:
 - 1. John Heflebower
 - 2. Donald Loveless

Vice Mayor Eric Hall moved to approve the agenda as amended. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 1. 6:00PM REGULAR MEETING OF THE ST. HELENA CITY COUNCIL**
- 2. CALL TO ORDER**
- 3. ROLL CALL**

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4. PLEDGE OF ALLEGIANCE

5. ADOPTION OF THE AGENDA

6. APPROVAL OF MINUTES

- 6.1 Consideration and proposed approval of Regular Meeting Minutes of February 13, 2024

Vice Mayor Eric Hall moved to approve the minutes. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

7. PUBLIC FORUM:

No public comment was received.

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

Reports were made.

9. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 9.1 ~~Boys and Girls Club Update by Lana Tillotson, Lead Unit Director St. Helena Clubhouse, Boys & Girls Clubs of St. Helena and Calistoga~~

Estimated start time: 6:25 p.m.

This item wasn't heard.

- 9.2 Recognizing former Council Member Lester Hardy for his contributions, hard work and commitment to our community.

Estimated start time: 6:35 p.m.

Diane Dillon, Loraine Stuart and Janet Pagano addressed the City Council.

Former City Council Member Lester Hardy was recognized.

10. STAFF BRIEFING

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10.1 Red Flag Gun Law Firearm Safety Presentation

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Receive and file.

Fil Bianco, Police Sergeant provided a presentation.

11. 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)

11.1 This item was removed from consent.

~~Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of St. Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for a five-year contract not to exceed \$70,860 for services and upfront cost for hardware, accessories and implementation; and (2) Authorizing a budget increase of \$34,000.~~

11.2 Consideration and Proposed Approval of a Resolution Authorizing a Lease Agreement Assignment and Estoppel by and between Pacific Union College and the City of St. Helena (Lessor), Gallo Vineyards, Inc. (Lessee) and Precision Vineyards LLC.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends approval of the attached resolution.

11.3 This item was removed from consent.

~~January 2024 Review and Forecasting of City Water Supply Availability.~~

11.4 This item was removed from consent.

~~Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of the City's Downtown Specific Plan in an Amount Not to Exceed \$500,000 and authorizing the City Manager to execute the agreement.~~

11.5 Consideration and proposed approval of a resolution approving (1) a temporary closure of Adams Street from Friday, May 17, 2024, at 6:00 p.m. to Sunday, May 19, 2024, at 6:00 p.m.; and (2) authorizing possession of open alcoholic

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beverages on this public street for the Neighborhood Community Table Event scheduled for Saturday, May 18, 2024, from approximately 5:00 p.m. to 9:00 p.m.

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

- 11.6 This item was removed from consent.

~~Consideration of approval of a Resolution (1) authorizing the City Manager to execute a funds transfer agreement to accept funds for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project, a Priority Legislative Budget Project as granted in Assembly Bill 102, (2) authorizing staff to create a Capital Improvement Project and establish a budget of \$500,000 upon receipt of the funds.~~

- 11.7 Proposed approval of a resolution authorizing:
(1) Duly adopting and approving publicly available pay schedule for St. Helena Employees Association (SHEA) Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes new salary ranges for the Underground Utilities Classifications effective March 1, 2024; and (2) Approving a budget adjustment in the amount of \$8,785 for salary adjustments; and (3) Approve an Amendment to the Memorandum of Understanding between the City of St. Helena and SHEA dated July 1, 2022 through June 30, 2025.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Approve the attached resolution.

- 11.8 This item was removed from consent.

~~Approval of a resolution establishing an on-call list for tree maintenance services and authorizing execution of three agreements: (1) West Coast Arborist for a not-to-exceed amount of \$127,500 (2) Mountain F Enterprises, Inc for a Not-To-Exceed amount of \$56,250 and (3) Skyview Tree Experts for a Not-To-Exceed amount of \$56,250, each for a 3-year period.~~

- 11.9 This item was removed from consent.

~~Authorization to enter into a lease-purchase agreement with Enterprise Fleet Management to lease and purchase ten (10) new operations vehicles for the Public Works and Fire departments for a not to exceed cost of \$516,166.95 which includes a 15% contingency for supply variations and authorization to lease comparable vehicles should the proposed vehicles not be available.~~

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Council Member Anna Chouteau moved to approve 11.2, 11.5 and 11.7. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.1 Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of St. Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for a five-year contract not-to-exceed \$70,860 for services and upfront cost for hardware, accessories and implementation; and (2) Authorizing a budget increase of \$34,000.

CEQA Determination: Exempt

Prepared By: Justin Tharp, Lieutenant

Recommendation:

Approve the attached resolution.

No public comment was received.

Vice Mayor Eric Hall moved to approve 11.1. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.3 January 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

No public comment was received.

- 11.4 Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of the

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City's Downtown Specific Plan in an Amount Not-to-Exceed \$500,000 and authorizing the City Manager to execute the agreement.

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff is recommending the City Council approve a resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of a Downtown Specific Plan in an Amount Not To Exceed \$500,000 and authorizing the City Manager to execute the agreement.

No public comment was received.

Council Member Anna Chouteau moved to approve 11.4. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.6 Consideration of approval of a Resolution (1) authorizing the City Manager to execute a funds transfer agreement to accept funds for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project, a Priority Legislative Budget Project as granted in Assembly Bill 102, (2) authorizing staff to create a Capital Improvement Project and establish a budget of \$500,000 upon receipt of the funds.

CEQA Determination: Exempt

Prepared By: Mario Traverso, Project Manager

Recommendation:

Approve the Resolution

No public comment was received.

Mayor Paul Dohring moved to approve 11.6. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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- 11.8 Approval of a resolution establishing an on-call list for tree maintenance services and authorizing execution of three agreements: (1) West Coast Arborist for a not-to-exceed amount of \$127,500 (2) Mountain F Enterprises, Inc for a Not-To-Exceed amount of \$56,250 and (3) Skyview Tree Experts for a Not-To-Exceed amount of \$56,250, each for a 3-year period.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Asst. to the City Manager

Recommendation:

Approve agreements for on-call tree maintenance services with West Coast Arborist, Skyview Tree Experts and Mountain F. Enterprises, Inc.

No public comment was received.

- 11.9 Authorization to enter into a lease-purchase agreement with Enterprise Fleet Management to lease and purchase ten (10) new operations vehicles for the Public Works and Fire departments for a not to exceed cost of \$516,166.95 which includes a 15% contingency for supply variations and authorization to lease comparable vehicles should the proposed vehicles not be available.

CEQA Determination: Exempt

Prepared By: Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager

Recommendation:

Staff recommends authorizing the City Manager authority to purchase of 10 vehicles with the recommended replacements (listed in appendix A) based on SourceWell pricing and availability from Enterprise. City staff are dedicated to the Council's goal of integrating alternative fuels into the City fleet and lowering the City's carbon and environmental footprint.

No public comment was received.

Council Member Anna Chouteau moved to approve 11.9. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. PUBLIC HEARINGS

None

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13. OLD BUSINESS

- 13.1 Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the vacancy created by the resignation of Council Member Lester Hardy, and direct the City Clerk to administer the Oath of Office to the New Council Member

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Nominate an applicant for approval by the majority of Council. Direct the City Clerk to administer the oath of office.

No public comment was received.

Council Member Anna Chouteau moved to appoint Doug Boesch. The motion was seconded by Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Anna Chouteau

NOES: Vice Mayor Eric Hall and Council Member Billy Summers

ABSENT: None

ABSTAIN: None

RECUSE: None

The motion failed due to lack of votes.

Council Member Anna Chouteau moved to appoint Chris Warner. The motion was seconded by Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Anna Chouteau

NOES: Vice Mayor Eric Hall and Council Member Billy Summers

ABSENT: None

ABSTAIN: None

RECUSE: None

The motion failed due to lack of votes.

Vice Mayor Eric Hall moved to appoint Patrick Kenealy. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Vice Mayor Eric Hall and Council Member Billy Summers

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NOES: Mayor Paul Dohring and Council Member Anna Chouteau
ABSENT: None
ABSTAIN: None
RECUSE: None

The motion failed due to lack of votes.

Mayor Paul Dohring moved to appoint Doug Boesch. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Anna Chouteau
NOES: Vice Mayor Eric Hall and Council Member Billy Summers
ABSENT: None
ABSTAIN: None
RECUSE: None

The motion failed due to lack of votes.

Mayor Dohring called for a ten minute recess.

Council Member Anna Chouteau moved to appoint Patrick Kenealy. The motion was seconded by Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Cindy Tzaopoulos, City Clerk administered the oath of office to Patrick Kenealy and he was seated at the dais.

14. NEW BUSINESS

14.1 2024 City Council Meeting Calendar

Estimated start time: 7:30 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Review the 2024 calendar and provide direction in regards to City Council meeting dates.

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Cindy Tzaopoulos, City Clerk reported on the item.

No public comment was received.

It was the consensus of the City Council to adopt the calendar as presented.
The first meeting in July, second meeting in November and December will be cancelled.

Council Member Billy Summers moved to continue the meeting beyond 9:00 pm. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 14.2 Establishment of 2024 City Council assignments to various City and Napa County Committees, Boards, and Commissions.

Estimated start time: 7:35 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Attachment 1 provides a list of current intergovernmental appointments and vacancies (vacancies are highlighted in yellow). Attachment 2 provides a list of Ad Hoc appointments (vacancies are highlighted in yellow). Staff recommends City Council review and provide affirmation or recommended changes to appointments.

Cindy Tzaopoulos, City Clerk reported on the item.

No public comment was received.

Appointments were made.

- 14.3 Receive Information and Provide Direction to Staff Regarding Opinion Research for a Real Property Transfer Tax Structure for the November 2024 Ballot

Estimated start time: 7:50 p.m.

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CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Provide direction on the structure of a Real Property Transfer Tax.

April Mitts, Asst. City Manager reported on the item.

No public comment was received.

It was the consensus of the City Council for the following actions:

1. The tax would not apply to properties that sell for under \$1 million
 2. Poll for a sunset vs. no sunset – if sunset, 8 years
 3. No independent oversight committee (we don't need to poll for this)
 4. Poll 2 options:
 - a. Flat Tax – 2.5% on all sales over \$1 million – estimated annual revenues \$6.5 million
 - b. Graduated tax – 1.5% on total sales price between \$1 - \$5 million, 3% on total sales price over \$5 million – estimated annual revenues \$5.3 million
- 14.4 Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the Library Board of Trustees vacancy created by the resignation of David Slaby

Estimated start time: 8:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Nominate an applicant for approval by the majority of Council.

Cindy Tzafopoulos, City Clerk reported on the item.

No public comment was received.

Council Member Anna Chouteau moved to continue the meeting beyond 9:30 pm. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None

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ABSTAIN: None
RECUSE: None

Mayor Paul Dohring moved to appoint Donald Loveless to the Library Board of Trustees. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy
NOES: Council Member Billy Summers
ABSENT: None
ABSTAIN: None
RECUSE: None

15. CITY COUNCIL REPORTS:

- 15.1 A. Association of Bay Area Governments (ABAG) - Executive Board
- B. Association of Bay Area Governments (ABAG) - General Assembly
- C. Napa Valley Tourism Corporation (Umbrella for Napa County)
- D. League of California Cities – North Bay Division
- E. Napa County City Selection Committee
- F. Napa County Flood Control and Water Conservation District
- G. Youth Opportunities Commission
- H. Napa County Local Agency Formation Commission (LAFCO)
- I. Napa Valley Transportation Authority (NVTa)
- J. Napa County Watershed Information Center & Conservancy (WICC)
- K. Upper Valley Waste Management Agency
- L. Napa County Groundwater Sustainability Plan Advisory Committee
- M. Napa County Regional Climate Action Committee
- N. Council Ad Hoc and Standing Committee Reports

16. ADJOURNMENT

Special City Council Closed Session, Special City Council Mtg and Regular City Council
February 27, 2024

Mayor Dohring adjourned the meeting at 9:55 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

City of St. Helena PROCLAMATION

AMERICAN RED CROSS MONTH, 2024 A Proclamation

Whereas, during American Red Cross Month in March, we recognize the compassion of people in St. Helena and reaffirm our commitment to care for one another in times of crisis.

Whereas, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering.

Whereas, Today, kindhearted individuals in St. Helena exemplify Barton's commitment as they step up through the Red Cross in the Northern California Coastal Region to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

Whereas, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

Now, therefore, I, Paul Jamison Dohring, Mayor of St. Helena, along with the St. Helena City Council, and by virtue of the authority vested in me by the laws of the City of St. Helena and the State of California, do hereby proclaim March 2024 as Red Cross Month. We encourage all citizens of St. Helena to reach out and support its humanitarian mission.

In witness whereof, I have hereunto set my hand this 12th day of March, in the year two thousand twenty-four, and in St. Helena, California.

Paul Jamison Dohring, Mayor
City of St. Helena



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	March 12, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Central Square Technologies for upgrade of St. Helena's permit tracking software in an amount not to exceed \$125,177.
GOAL:	Goal 5: Enhance Quality of Life, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve a Professional Services Agreement with Central Square Technologies to upgrade St. Helena's permit tracking software.
FINANCIAL IMPACT:	The Financial Impact is the total Professional Services Agreement amount for a total of \$125,177. Funds are included in the adopted budget; therefore, no budget adjustment is required.

BACKGROUND:

In 2013 the City entered into an agreement with Central Square to help the City have electronic permit tracking known as TRAKiT software. Over the years, newer versions of the software have been released; however, for budget and other reasons, the City had not upgraded the software. The current system requires building permits be submitted over-the-counter and not as electronic plan submittals. All the internal permit tracking is done electronically which allows City staff to track the status of a permit, but there is no interface for the customer to track the permit or schedule inspections electronically.

With the onset of COVID-19 in 2020, and the pause on in-person transactions at City Hall, it elevated the need for the City to invest in a software upgrade allowing a public portal where an applicant could submit and pay for both a building permit and planning permit online and complete a paperless process. Further, the City was seeking a software platform that all departments involved in the development review process could utilize for permit review and electronically submit and track their comments and the status of the project review.

This contract and professional services agreement request is considered an upgrade of existing software, and therefore a competitive bid process was not necessary; however, various proposals were solicited by staff as noted in the Discussion section below.

DISCUSSION:

As discussed in the Background Section of this staff report, the City desires to serve the public more efficiently and effectively via paperless permit processing for building permits, planning applications and encroachment permits. The City began the process of soliciting a proposal for the upgrade two years ago and concurrently studied the pros and cons of other permitting software vendors such as OpenGov, iWorQ, and Citizenserve. After a site visit with the City of Larkspur Building Department who provided a real time demonstration of the upgraded Central Square software and its capabilities, staff was very impressed with the ease of the customer portal interface and also how the software automated many routine tasks of permit intake. Please refer to Attachment 3 which is a user guide to ETRAKit that the City of Larkspur published which will provide the details of what this upgrade will also provide to St. Helena. Further the software is Geographical Information System (GIS) compatible, which provides the ability to view permits geographically and access relevant permit information, a function not currently possible. Another benefit of continuing to work with Central Square is that they currently have all of our building permit data making the data migration process less cumbersome eliminating having to rebuild the building permit data base if the City used a different vendor.

Based on feedback received from Larkspur with their transition process, which was assisted by a third-party consultant, Client First, the full process which included regular testing and training, took one year for the software to go live to the public. St. Helena currently has Client First under contract and is separately submitting a PSA amendment to allow them to provide technical guidance and support to staff to assist with the go-live effort as the transition is a very time intensive and involves a highly technical work effort where we need on-going support to keep the transition on track.

Once the Central Square Technologies contract is approved, the steps of implementation are outlined in Appendix D to the agreement (Attachment 2). The City plans to issue a user guide similar to the one attached from Larkspur once the software goes live. The City has a kiosk station in the Community Development Department to assist members of the public with an online submittal should they need assistance or access to a public computer.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Attachment 1 Resolution Central Square Agreement 3-12-2024](#)

[Attachment 2 Agreement and scope of work Central Square](#)

[Attachment 3 City of Larkspur eTRAKit Guide](#)

CITY OF ST. HELENA

RESOLUTION No. 2024-

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CENTRAL SQUARE TECHNOLOGY CONSULTANTS FOR UPGRADE TO PERMIT TRACKING SOFTWARE IN AN AMOUNT NOT-TO-EXCEED \$125,177

RECITALS

- A. St. Helena entered into a prior Software Maintenance and Support Agreement dated September 25, 2013, including all amendments and change orders thereto for Software products with CRW Systems Inc, a Central Square Technologies, LLC company (the "Prior Agreement"); and
- B. St. Helena is currently a licensed end user of the CRW Systems, Inc Software; and
- C. St. Helena desires to discontinue use of the CRW Systems, Inc. Software products and upgrade to the Central Square Software Solution identified in Exhibit 1 of the professional agreement; and
- D. The approval of this Agreement shall replace and supercede the Prior Agreement directly related to the CRW Systems, Inc. Software products being replaced by this Agreement; and
- E. The City desires to move to paperless permitting for Building, Planning and Public Works permitting functions and finds that the scope of the upgrade as outlined in the agreement scope of work will result in improved permitting efficiencies both for City staff and the public through better customer service; and
- F. City and Consultant now desire to enter into a PSA for the Community Development software upgrade; and
- G. The total contract is for a not-to-exceed amount of \$125,177.

RESOLUTION

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

- 1. The City Council approves a Professional Services Agreement with Central Square Technologies for permitting software upgrade for a total contract amount not-to-exceed \$125,177; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Dohring:	_____
Vice Mayor Hall:	_____
Councilmember Chouteau:	_____
Councilmember Kenealy:	_____
Councilmember Summers:	_____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the last signature hereto (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of St. Helena, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior Software Maintenance and Support Agreement dated September 25, 2013, including all amendments and change orders thereto for Software products with CRW Systems, Inc., a CentralSquare Technologies, LLC company (the "Prior Agreement"); and

WHEREAS, Customer is a currently licensed end user of the CRW Systems, Inc. Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all CRW Systems, Inc. Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the CRW Systems, Inc. Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede the Prior Agreement directly related to the CRW Systems, Inc. Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of St. Helena
1000 Business Center Drive Lake Mary, FL 32746	11088 College Ave St. Helena, CA , 94574
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Community Dev

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party ninety (90) business days prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall make reasonable efforts to promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
 - 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
 - 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
 - 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
 - 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
 - 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
 - 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
 - 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
 - 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.
2. **License, Access, and Title.**
- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or expressly permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
 - 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. Managed Services Hardware. [Intentionally Omitted]
- 2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
3. Use Restrictions. Customer shall instruct Authorized Users not to:
 - 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
 - 3.5. Intentionally damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
 - 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
 - 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.
4. Audit.
 - 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during mutually agreed upon normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement subject to Customer's security policies. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.
5. Customer Obligations.
 - 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide reasonable cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
 - 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all commercially reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
 - 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.
6. Professional Services.
- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
 - 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). For clarification, Contributed Material shall not include Customer Data or Personally Identifiable Information (PII). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
7. Confidentiality.
- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, Customer Data and Personal Information and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
 - 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including the California Public Records Act.
8. Security.
- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data and Personal Information, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
 - 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
 - 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation.
9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the

personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties.**

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 business days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables at no additional cost to Customer.
- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at

its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of St. Helena**
1088 College Avenue
St. Helena, CA 94574
Phone: 707-968-2744
Email: acomelo@cityofsthelelena.org
Attention: Anil Comelo

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. In addition to the indemnity remedies in Section 10 (representations and Warranties), CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with: (i) breach of any contractual obligations contained herein; or (ii) any loss, damage or injury to persons or property arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within ninety (90) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the

proper appropriation of funds. Such notice shall be accompanied by the payment of all undisputed amounts previously invoiced by CentralSquare under this Agreement, if any.

- 14.4. Customer may also terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit 1, with "(OP)". Should Customer terminate for convenience, in whole or in part, any cloud hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within) thirty (30) days or upon a mutually agreed upon date, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder upon written notice to Customer. Notwithstanding the foregoing, in the event that Customer wishes to terminate the Agreement, upon receipt of such notification, the Customer may terminate this Agreement in accordance with Section 14 (Termination).

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation provided the Parties acknowledge that such mediation may need to be approved by Customer subject to its policies and procedures, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction in the County of Napa, State of California.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable,

that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 19.2. EXCLUDING CLAIMS FOR INDEMNITY UNDER SECTION 13, CLAIMS FOR PERSONAL INJURY OR DEATH, OR CLAIMS ALLEGING FRAUD, CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. NOTHING IN THIS SECTION SHALL LIMIT THE AMOUNT OF INSURANCE AVAILABLE TO EITHER PARTY FOR A CLAIM THAT WOULD BE COVERED BY INSURANCE.
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, only upon Customer's written consent, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. CentralSquare shall provide notice of any subcontractors utilized under this Agreement and Customer shall have the right to reject a subcontractor solely for good cause.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant*

extra costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. Intentionally Omitted.

29. Order of Precedence.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)) or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Intentionally Omitted

Exhibit 7: Service Level Commitments

Exhibit 8: Intentionally Omitted

Exhibit 9: Intentionally Omitted

Exhibit 10: Customer Agreement for Professional Services

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-70373

Primary Quoted Solution: Community Dev

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Bluebeam Server API for TRAKiT Annual Access Fee	1	2,100.00		2,100.00
2.	Community Development: Advanced Annual Subscription Fee SaaS	15	2,100.00	- 1,500.00	30,000.00
3.	eTRAKiT Credit Card API Annual Access Fee	1	900.00		900.00
4.	TRAKiT CSLB Integration Annual Access Fee	1	3,500.00		3,500.00

Software Subtotal	38,000.00 USD
Discount	- 1,500.00 USD
Software Total	36,500.00 USD

SERVICES INCLUDED

	Description	Total
1.	Community Development: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
2.	Public Administration Consulting Services - As Incurred	10,620.00
3.	Public Administration Data Conversion Services - As Incurred	12,780.00
4.	Public Administration Development Services - As Incurred	20,880.00
5.	Public Administration GIS Services - As Incurred	13,140.00
6.	Public Administration Project Management Services - As Incurred	15,120.00
7.	Public Administration Technical Services - As Incurred	7,560.00
8.	Public Administration Training Services - As Incurred	10,260.00

Services Subtotal	100,360.00 USD
Discount	- 11,683.00 USD
Services Total	88,677.00 USD

QUOTE SUMMARY

Software Subtotal	38,000.00 USD
Services Subtotal	100,360.00 USD
Quote Subtotal	138,360.00 USD
Discount	- 13,183.00 USD
Quote Total	125,177.00 USD

Recurring Fees

Type	Amount
First Year Maintenance Total	0.00
First Year Subscription Total	36,500.00
First Year RECURRING Services Total	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

In addition to the products and services listed in this Exhibit 1, Customer shall have the following options with regard to a future migration to CentralSquare's AWS environment. Customer may choose to move its current version of Community Development (v.19) to the AWS environment with the following terms: the annual subscription fee for Community Development (v.19) shall not increase from its then current annual amount (excluding annual 5% uplifts); migration services shall be quoted at the then current rates for the services necessary to perform the migration. Alternatively, if Customer chooses to migrate to CentralSquare's AWS Community Development (v.22 or higher), CentralSquare agrees that the subscription fee for the new version shall be \$43,400 annually for the first two years after migration and; migration services shall be quoted at the then current rates for services necessary to perform the migration. Additionally, if Customer chooses to upgrade to CentralSquare's AWS Community Development (v. 22 or higher), CentralSquare shall include/install the current Laserfiche integration for a

fee of \$2,640.00; however, this fee shall not be guaranteed if Laserfiche releases a new product which would require the development of a new integration. In such event, the parties shall and meet and confer regarding the integration fee which shall not exceed \$5,000. All of these options are contingent upon the City Council of St. Helena authorizing the execution of this Agreement on or before March 12, 2024 and Customer notifying CentralSquare in writing that it is exercising one of the above options within three years from the execution date of this current Agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

Payment Terms:

Subscriptions:

- Annual Subscription Fees are due on the Delivery date, and annually thereafter on the anniversary of the Delivery date.
- Annual Subscription Fees shall increase by 5% each year.

Services:

- Community Development: Advanced SaaS Subscription Cloud Setup Fee due on the Effective Date.
- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Licenses:

- Not applicable.

Support & Maintenance

- Legacy support and maintenance shall be due until the Delivery date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- Not applicable.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving

any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigation Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE IMMEDIATELY
1. BILL/11.123

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy must have MATERIAL INSURED provisions or be amended. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A limitation on this certificate does not confer title to the certificate holder in lieu of such endorsement.

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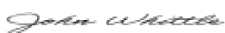
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EXHIBIT 5
Statement of Work

Upgrade Statement of Work

Project: St Helena, CA – TRAKiT v16 to Community Development Upgrade

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in the system Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare will schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes bi-weekly status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project status reports will include an estimate of project hours used and hours left on the project. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Deliverables during this phase include status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go- live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. Contracted services are detailed in Appendix A.

APPENDIX A: Application Deployment Strategies

PRODUCT: TRAKIT UPGRADE

FROM TRAKIT TO COMMUNITY DEVELOPMENT

The focus of this project is to transition to Community Development software. This work will include installation of Community Development solution that the Customer will transition into at go live. The environment will include the most recent version of Community Development currently supported in general availability at the time of implementation based on the selected hosting solution.

Any customizations that currently exist in the Customer's system will not be included in this upgrade to Community Development. Reports with triggers or that modify data will no longer function (functionality will be removed).

We will take a phased approach, which is detailed in this Appendix. Below are the tasks included in this project.

Phase 1

Initial Data Migration

Major Task	Description
<i>Installation of Production Environment</i>	Installation of the latest version of the Community Development software will include the Customer's current TRAKIT data and configuration. This will be the pre-production environment the customer will review prior to going live. Any configuration changes made in the TRAKIT environment after the initial database migration will not be preserved during refreshes and will not be present for the final delivery.

Project Team Training

All training will be scheduled as part of the mutually agreed-upon project plan.

Major Task	Description
<i>Subject Matter Expert / Train-The-Trainer Training</i>	Designed for core team members and system administrators. Instructor led refresher training covering general navigation, overview of each module, and a review of Customer's testing strategy. Training is generally limited to six participants unless otherwise agreed upon by CentralSquare and Customer Project Managers.
<i>System Administration Training</i>	Designed for system administrators. Instructor led admin training covers all applicable modules and areas of configuration within the WUM (Web Utilities and Maintenance).
<i>Merge Document Training</i>	Designed for core team members who are responsible for creating Microsoft Word merge documents. Instructor led training covering the creation of MS Word merge documents including loading them into Community Development. Customer must own Microsoft Word.

Testing

Major Task	Description
<i>System Validation and Application Testing</i>	The Customer is responsible for testing the solution, including configuration, migrated data, interfaces, and the application. All issues will be reported to CentralSquare.
<i>Issue Tracking and Resolution</i>	The Customer is responsible for reporting issues found during testing. CentralSquare's project manager will assign these issues to the appropriate resource for resolution. Issues will be prioritized based on implementation needs and an estimated timeline for resolution will be provided. The Customer is responsible for retesting and closing all resolved issues.
<i>Data Refresh</i>	Data refresh is delivered. Customer will retest data validating that reported data issues have been resolved.
<i>System Acceptance</i>	Customer System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed and certify Community Development is ready for "go-live" Customer shall have a reasonable period to review and accept the solution. Customer will use reasonable efforts to provide acceptance of the solution within thirty (30) calendar days, but may extend that period up to ten (10) business days based on the complexity and importance of the deliverable ("Testing Period"). If the deliverables do not meet the requirements set forth in this SOW, or the acceptance criteria as mutually agreed upon between the parties, then the Customer shall notify CentralSquare during the Testing Period in writing. CentralSquare shall promptly address any such deficiencies and redeliver any non-conforming deliverables. This process continues until Customer accepts the deliverables or provides conditional acceptance subject to a mutually agreeable written plan for resolution. Customer agrees that Acceptance shall not be unreasonably withheld, and any non-conformities that are not go-live blockers may be addressed via a mutually agreeable written plan for resolution by CentralSquare.

Deployment

Major Task	Description
<i>Plan Cutover Schedule and Communications</i>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<i>Execute Go Live</i>	The transition from the legacy system to the Community Development system. A final import of data is copied into the Community Development environment. The agency begins to conduct normal day-to-day business with the new system.
<i>Go Live Support</i>	The consultant will provide remote support on the day of Go Live, with assistance from the project manager as needed.
<i>Installation of Test Environment</i>	Creation of the test environment will occur within two weeks after go-live, and will be a copy of the production environment.

Phase 2

Process Analysis

Major Task	Description
Workbook Introduction	The consultant will introduce and walk through the workbooks which will be used to capture configuration decisions for new Community Development modules. New modules for this project that require workbooks include eTRAKiT and GIS. After introduction, the customer will complete the workbooks and the CentralSquare consultant will review the workbooks with the customer before final approval signature. The GIS Workbook will be reviewed twice with the CentralSquare consultant prior to final approval.

Configuration

Major Task	Description
GIS System Configuration	CentralSquare GIS consultant works with the Customer to configure system according to signed GIS Workbooks. Customer provides additional information as needed. No other configuration services are included in this quote.
Python Scripting and Geo Database Delivery	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the Customer's site. These changes will be added to both the production and test environments.
	Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the Customer's testing database.
eTRAKiT Configuration	CentralSquare consultant will configure eTRAKiT per the eTRAKiT workbook. These changes will be added to both the production and test environments.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements as laid out in the configuration workbook
Report Development	CentralSquare will provide the following reports within the scope of this project based on an initial hours estimate that will be billed as incurred. Included reports: Inspection Card, Building Permit, Certificate of Occupancy, Temporary Certificate of Occupancy, Encroachment Permit, Grading Permit, Transportation Permit, Special Even Permit, Request to Inspect, Courtesy Letter, Notice of Violation, Abatement Letter. If any of these reports are required for initial go-live, they may be moved to phase 1 upon consultation with the project manager and report development consultant. If any additional scope changes are made, delays by the Customer, or complexities of the report extend the hours past the estimate, these will be billed at the current services rate. Any additional report requests will be processed through a change order and require additional evaluation.

Integrations/Interfaces

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
Financial Batch Export	Queries system for payments and creates a file to be processed in a 3 rd party GL	Nightly	Export	SQL Stored Procedure & SSRS Report
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Nightly	Import	File Based DLL

Bluebeam	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
Contractor State Licensing Board (CSLB)	Ensures the contractor data stays up to date. This interface is only available to California Customers	On Demand	Import	File Based DLL
ESRI GIS	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
Over the Counter Payment Gateway <Please see Notes: below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
Online Payment Gateway <Please see Notes: below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

1. Customer will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 60 days of project initiation.
 - a. Supported online Payment Providers
 - i. Authorized.Net
 - ii. USA ePay
 - iii. Elevon Converge
 - iv. PayFlowPro
 - v. JetPay
 - vi. Paymentus
 - vii. Cardknox
 - b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Training

Major Task	Description
<i>Mobiles</i>	CentralSquare consultant will provide two training sessions for Mobiles. One session is for building inspectors, and one is for code enforcement officers.
<i>eTRAKiT</i>	CentralSquare consultant will provide eTRAKiT admin training.
<i>GIS Interface</i>	CentralSquare consultant will provide GIS interface training.
<i>New Interfaces</i>	CentralSquare consultant will provide interface training for Bluebeam, and CSLB. This training is only for leveraging third party software through Community Development. Training for the third party solutions is not included.
<i>End User Training</i>	CentralSquare will provide up to two days (16 hours) of End User Training for new users of the system or current users requiring refresher.

Testing

Major Task	Description
<i>System Validation and Application Testing</i>	The Customer is responsible for testing new functionality delivered in Phase 2, including configuration, interfaces, and the application. All issues will be reported to CentralSquare.
<i>Issue Tracking and Resolution</i>	The Customer is responsible for reporting issues found during testing. CentralSquare’s project manager will assign these issues to the appropriate resource for resolution. The Customer is responsible for retesting and closing all resolved issues. Issues will be prioritized based on implementation needs and an estimated timeline for resolution will be provided.
<i>System Acceptance</i>	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed and certify Community Development is configured and performing as expected.

APPENDIX B: Services Group Estimates

Technical	42 Hours
Installation of Environments and APIs	
Consulting	59 Hours
Credit Card API Configuration	
eTRAKIT Discovery	
eTRAKIT Configuration	
Issue Resolution	
Go-Live Assistance	
Training	57 Hours
SME Training	
System Admin Training	
Mobiles Training	
Bluebeam Interface Training	
GIS Training	
eTRAKIT Admin Training	
Credit Card Interface Training	
CSLB Interface Training	
Issue Resolution	
End User Training	
Data Conversion	71 Hours
Data Delivery and Refreshes GTUR	
Scripting	
Issue Resolution	
Development	116 Hours
Financial Batch Export Scripting	
Merge Doc Training	
Custom Reports	
Issue Resolution	
GIS	73 Hours
GIS Standard Interface	
Issue Resolution	
Project Management	84 Hours
Project Plan Communication	
Plan biweekly Status Report	
Issues Log	
Go-Live Plan	
Project Close-Out	

APPENDIX C: Sample Project Plan

A custom project plan will be created at the time of project initiation. The sample below may not align with the customer's specific project. CentralSquare and the Customer will implement a mutually agreed upon project schedule.

<u>Phase 1</u>
Initial Engagements
Initial: Financial Export Scoping
Initial: Custom Documents Discovery / Scoping
Initial: GTUR Scoping
Initial: Data Delivery
Training: Subject Matter Expert Planning/Prep
Initial: GTUR Delivery
Initial: Financial Export Delivery
Training: Merge Documents
Initial: Custom Documents Delivery
Training: Subject Matter Expert
Testing Phase 1
Issue Resolution: Consultant - Week 1
Issue Resolution: Custom Documents - Week 1
Issue Resolution: Data Conversion - Week 1
Issue Resolution: GTUR - Week 2
Issue Resolution: Consultant - Week 2
Issue Resolution: Custom Documents - Week 2
Issue Resolution: Data Conversion - Week 2
Training: Bluebeam
Training: CSLB
Issue Resolution: Data Conversion - Prep for 2nd Delivery
Testing Phase 2
Second: Data Delivery
Issue Resolution: Consultant - Week 1
Issue Resolution: Custom Documents - Week 1
Issue Resolution: Data Conversion - Week 1
Issue Resolution: Consultant - Week 2
Issue Resolution: Custom Documents - Week 2
Issue Resolution: Data Conversion - Week 2

<i>Testing Phase Ends</i>
Go Live Readiness / Go Live
Go Live - Readiness Check - Consultant
Go Live - Readiness Check - Custom Documents
Go Live - Readiness Check - Data Conversion
<i>Customer Data Validation on Resolved Tickets</i>
Go Live: Data Delivery
Go Live: Smoke Testing - Consultant
Go Live: Smoke Testing - Data Conversion
Go Live: Support - Data Conversion
Go Live: Support - FinExport
Go Live: Support - Consultant
Go Live: Support - Custom Documents
<u>Phase 2</u>
New Interface and Integration Implementation
eTRAKiT Integration

APPENDIX D: RACI Chart

• Responsible (Who is/will be doing this task?) • Accountable (Who is the decision maker?) • Consulted (Anyone/stakeholders that can talk about it.) • Informed (Whose work depends on this task/needs to be kept up to date?)	SalesService DeliveryGISCloud ServicesCust SuccessSupportCustomer																		
	Account Executive	Project Manager	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
Phase 1																			
Assigning a Project Manager		I			R, A														
Sending Introductory Email to Customer		R, A			I												I		
Performing Contract / Project Setup and Intelligence Review		R, A			C, I														
Requesting an Implementation Guide		R, A																	
Building Project Folder		R, A																	
Building Initial Draft of Project Artifacts		R, A																	
Initially Contacting Third Party Vendors		R, A																	
Requesting Work From the Cloud Team		R, A			I							I	I						
Sending Welcome Package to Customer		R, A			I		I									I	I	I	I
Conducting Sales to Service Transition Call	C	R, A			C	I	I	I	I	C	I		I						
Initially Calling Customer		R, A					I									I	C	I	I
Drafting Initial Project Timeline		R, A	I		C		I									I	C	C	C
Completing Project Initiation Checklist		R, A														I	C	C	C
Performing Project Kickoff	I	R, A		I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources		C	R		A, C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer		R, A					I									I	C	C	C
Receiving Project Plan Customer Signoff		R, A	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist		R, A														I	C	C	C
Conducting Cadenced Status Meetings		R, A				C	C	C	C	C		C		C		C	C	C	C
Completing Monthly Status Reporting		R, A		I	I	C	C	C	C	C	I	C	I			I	I		
Performing Issue Management		R, A		I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		R, A		I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management		R, A														C	C	C	C
Performing Change Management		C														R, A	R	R	R
Performing Project Health Management		R, A		I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		R, A		I	C	C	C	C	C	C	C	I	C			C	C	I	I
Build Environment		C		I	I	I	I	R	I	I	I	A, C	R			I	I	I	I
Configure Environment		C			I	C	R, A	C	C	C	R	C	C			I	I	C	C
Data Conversion		C			I	I	C		R, A	I	C	I	R			I	C	C	C
Administrative Workshops		C				R	C			I	I					I	C	R	R
Testing		C		I	C	C	C	C	C	C	C	C	C			C	A	R	R
Fix Issues and Retest		C			C	R	R	R	R	C	R	C	R			I	R	R	R
Final Data Cutover		A			I	I	C	C	R			C	R			I	C	C	C
Plan Cutover Schedule and Communications		R, A			C	C	C	C	R			C	R			I	R	C	C
Go-Live + Communication		R, A		C	C	C	R	C	R	C	C	C	R	I	I	C	R	R	R
Phase 2																			
Analyze Technical and Functional Requirements		C		I	C	C	R, A	C	C	C	C					I	C	R	C
Workflow Analysis (if applicable)		C		I	C	C	R, A	C	C	C	C					I	C	R	R
Conducting Cadenced Status Meetings		R, A				C	C	C	C	C		C				C	C	C	C
Completing Monthly Status Reporting		R, A		I	I	C	C	C	C	I	C	I	C			I	I		
Performing Issue Management		R, A		I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		R, A		I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management		R, A														C	C	C	C
Performing Change Management		C														R, A	R	R	R
Performing Project Health Management		R, A		I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		R, A		I	C	C	C	C	C	C	C	I	C			C	C	I	I
Configure Environment		C			I	C	R, A	C	C	C	R	C	C			I	I	C	C
Testing		C		I	C	C	C	C	C	C	C	C	C			C	A	R	R
Fix Issues and Retest		C			C	R	R	R	R	C	R	C	R			I	R	R	R
Go-Live + Communication		R, A		C	C	C	R	C	R	C	C	C	R	I	I	C	R	R	R
System Sign-Off		R, A			I	C	C	C	C	C	C	C	R			C	R	C	C
Closeout																			
Completing Transition to Support and CSM		R, A		I	I	I	I	I	I	I	I	I	I	R	R	C	C	C	C
Delivering Post Go-Live Items		R, A			C	R	R	R	R	C	R	C	C	C	C	C	C	C	C
Performing Post Go-Live Issue Resolution		R, A			C	R	R	R	R	C	R	C	R			R	C	C	C
Conducting Closeout Meeting with Customer		R, A			I											I	R	C	C
Performing Contract Reconciliation		R, A		I	I														
Completing Lessons Learned		R, A	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder		R, A																	
Performing Management Review		R, A																	
Closing Project in Salesforce		R, A																	
Completing Project Closeout Checklist		R, A																	

EXHIBIT 6
Intentionally Omitted

EXHIBIT 7
Service Level Commitments

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
- The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - Service availability targets are subject to change due to the variance of the number of days in a month.
 - The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
2. **Server Performance & Capacity.** The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
3. **Non-Production Environments.** Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8
Intentionally Omitted

EXHIBIT 9
Intentionally Omitted

EXHIBIT 10
Customer Agreement for Professional Services

THIS Exhibit 10 sets forth the provisions for the services set forth in Exhibit 5 “Statement of Work” of the Agreement.

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as implementation services set forth in Exhibit 5 “Statement of Work” of the Agreement.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit 5, “Statement of Work”** of the Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of the Agreement that are in addition to or outside of those set forth in **Exhibit 5, “Statement of Work”** (the “Services”), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit 1, “Solutions(s) and Services Fee Schedule”** of the Agreement. The parties expressly agree that time is of the essence in the performance of the Agreement, and CentralSquare will provide such services in accordance with **Exhibit 5 “Statement of Services”** of the Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit 1, “Solution(s) and Services Fee Schedule”** of the Agreement. Total compensation shall not exceed \$90,117.00 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If

no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INTENTIONALLY OMITTED

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and

property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Consultant shall endeavor to provide that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences.

SECTION 8 – INDEMNIFICATION

The parties' indemnification obligations shall be pursuant to Section 13 of the Central Square Solutions Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI- CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

Ownership of Documentation shall be in accordance with Section 2.3 “Documentation License” in the Agreement.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request

for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by thirty (30) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date. Notwithstanding the foregoing, in the event of any such delay, CentralSquare reserves the right to adjust pricing, project schedule timelines and resources accordingly.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATIONS OF LIABILITY

The parties' are subject to the limitations of liability provisions in Section 19 of the Central Square Solutions Agreement.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1088 College Ave
St. Helena, California 94574

To Consultant: CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS’ FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys’ fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in

the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Exhibit 10 "Customer Agreement for Professional Services" is subject to the following special provisions: none.

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



WELCOME TO THE CITY OF LARKSPUR'S ONLINE PERMIT CENTER

eTRAKiT Guide

Larkspur eTRAKiT online portal provides access to apply for permits, projects, register for contractor accounts, search properties, request and cancel inspections, search violations, report issues and pay fees.

Contents

eTRAKiT Guide 1

Creating a Public Account 2

 Signing Up for a public account 2

Contractor Log In**Error! Bookmark not defined.**

Option 1: Applying for a "New Contractor Registration" on eTRAKiT**Error! Bookmark not defined.**

Option 2: Applying for a "New Contractor Registration" directly with the City..... **Error! Bookmark not defined.**

Option 3: Signing In for the first time 5

Option 4: Signing In (with existing PIN number - for .net migrations)**Error! Bookmark not defined.**

Application Process..... 7

Dashboard..... 16

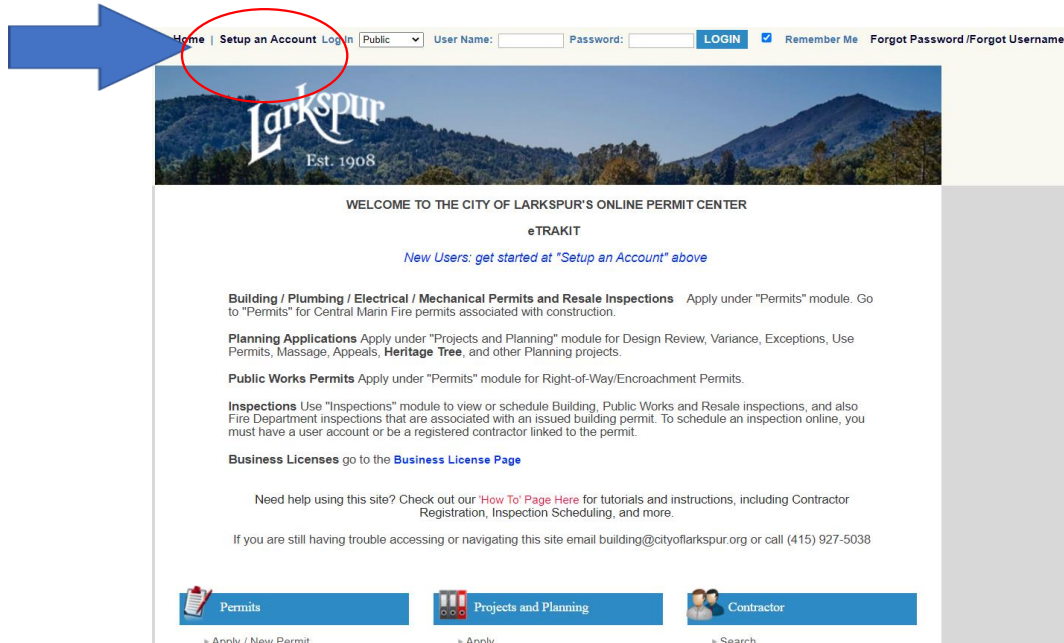
Inspections..... 18

Creating a Public or Contractor Account

Public accounts are not intended to be used by contractors. If you are a licensed contractor, please register under "Contractor Registration" using your company name.

Signing Up for an account

1. Navigate to the top of the Larkspur eTRAKiT page and click "Setup an Account"



2. Select "Public" or "Contractor" registration



3. Complete all the information in the form. Fields that have an asterisk (*) next to them indicates that they are required. When finished, click "Create Account"

Profile

- First Name:
- Last Name:
- Address:
- City:
- State:
- Zip:
- Email:
- Phone:
- Ext:
- License #:

Username and Password

- Log-In Name:
(letters/numbers only)

Password Must be contain minimum 6 and maximum 25 characters.

Password Rules:

- At least one number.
- At least one lower & upper case letter.
- At least one special character.
- Note: Password is case sensitive.

- * Password:
- Confirm Password:

Security Question

- Security Question:
- Secret Answer:
- Re-enter Secret Answer:

CREATE ACCOUNT

4. Continue to Dashboard

Once your account has been created you will be directed to your "dashboard." As you start to create activities on the eTRAKiT Portal or link your new account to permits and projects, all the linked permits will show on the dashboard. From the dashboard you can schedule and manage inspections, pay fees or review comments and notes from staff.

Dashboard | View/Edit Profile | View Cart | Log Out | Logged In As: DEB JARDIM

Hello Deb Jardim.
Below is a Dashboard of your current activities.

LINK TO PERMITS, PROJECTS, AND LICENSES

My Active Permits
4 total record(s).

PERMIT NO.	ADDRESS	TYPE	STATUS	INSPECTION	FEES DUE				
CADD21-0001	100 BURTON...	COMMERCIAL ADDITION	ISSUED	Request	\$0.00				
ELEC21-0001	100 BURTON...	ELECTRICAL	APPLIED ONLINE		\$125.00				
NCOM20-0005	211 BLACKB...	NEW COMMERCIAL BUILDING	UNDER REVIEW		\$50.00				
NRES21-0006	100 COOPER...	NEW RESIDENTIAL BUILDING	APPLIED ONLINE		\$2299.08				

My Active Inspections						
56 total record(s).						
REC NO	REC TYPE	REC STATUS	ADDRESS	INSPECTION	DATE	MAP
CADD21-0001	PERMIT	ISSUED	100 BURTON...	**BUILDING FINAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FOUNDATION	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FRAMING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	GRADING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FIRE	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FINAL PLUMBING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FINAL MECHANICAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	FINAL ELECTRICAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	HOOD ROUGH	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	HOOD FINAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	ROOFING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	ROUGH ELECTRICAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	ROUGH GRADING	Schedule	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	ROUGH MECHANICAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	ROUGH PLUMBING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	UG ELECTRICAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	UG PLUMBING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	TIE BEAM	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	SHEATHING	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	STEM WALL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	GAS LINE ROUGH	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	GAS LINE FINAL	Unavailable	
CADD21-0001	PERMIT	ISSUED	100 BURTON...	TAX ASSESSOR	Schedule	
ELEC21-0001	PERMIT	APPLIED ONLINE	100 BURTON...	**ELECTRICAL FINAL		
NCOM20-0005	PERMIT	UNDER REVIEW	211 BLACKB...	**BUILDING FINAL		

My Active Projects						
2 total record(s).						
PROJECT NO.	ADDRESS	TYPE	STATUS	FEES DUE		
CUSE20-0007		CONDITIONAL USE PERMIT	RECEIVED	\$1,200.00		
FMAP20-0004	211 BLACKB...	FINAL PLAT	PAID	\$0.00		

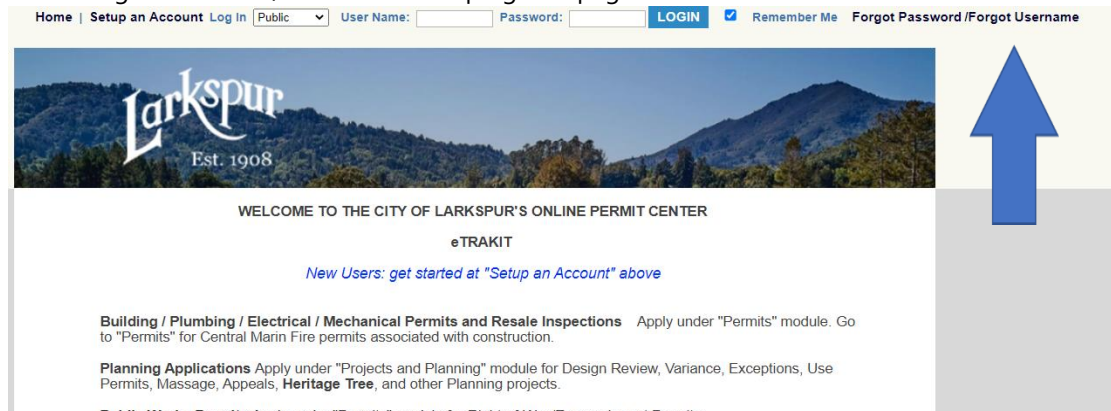
My Active Complaints				
2 total record(s).				
COMPLAINT NO.	ADDRESS	TYPE	STATUS	
123456-21000024	100 COOPER...	BARKING DOG	NEW	
123456-21000030		BARKING DOG	NEW	

My Submittals Awaiting Response					
1 total record(s).					
Record Group	Record No.	Address	Record Type	Review Type	Respond
PERMIT	CADD21-0001	100 BURTON DR	COMMERCIAL...	INTAKE REVIEW C...	Respond

Contractors: An account will be created with the information provided and assigned an automatic 'Contractor Number', example AEC123 and you will be taken directly to your dashboard. You will be able to upload the required documentation (ie: copy of current license, insurance, workers comp, etc.) and pay fees if applicable. You will receive an email notification once your account has been put into an active status.

Contractors Signing In for the first time

1. Click "Forgot Password /Username" at top right of page



Home | Setup an Account | Log In | Public | User Name: | Password: | LOGIN | Remember Me | **Forgot Password /Forgot Username**

Larkspur
Est. 1908

WELCOME TO THE CITY OF LARKSPUR'S ONLINE PERMIT CENTER

eTRAKIT

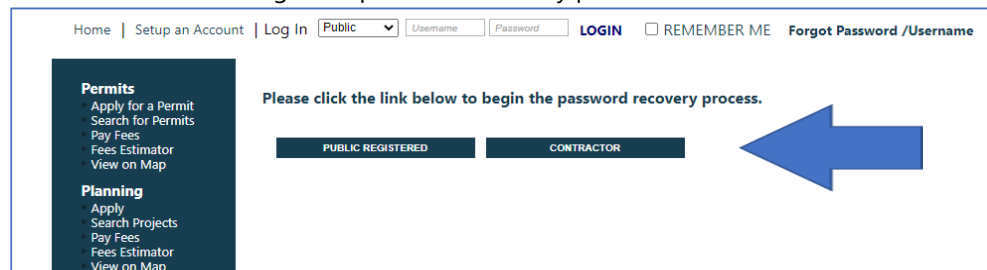
New Users: get started at "Setup an Account" above

Building / Plumbing / Electrical / Mechanical Permits and Resale Inspections Apply under "Permits" module. Go to "Permits" for Central Marin Fire permits associated with construction.

Planning Applications Apply under "Projects and Planning" module for Design Review, Variance, Exceptions, Use Permits, Massage, Appeals, **Heritage Tree**, and other Planning projects.

Public Works Permits Apply under "Permits" module for Right of Way/Encroachment Permits

2. Click "Contractor" to begin the password recovery process.



Home | Setup an Account | Log In | Public | Username | Password | LOGIN | REMEMBER ME | **Forgot Password /Username**

Permits
Apply for a Permit
Search for Permits
Pay Fees
Fees Estimator
View on Map

Planning
Apply
Search Projects
Pay Fees
Fees Estimator
View on Map

Please click the link below to begin the password recovery process.

PUBLIC REGISTERED **CONTRACTOR**

3. Enter the email address associated with your account and click on reset password. An email will be sent to the email address on file *(be sure to check your spam folder if you do not receive an email)*.

Home | Setup an Account | Log In | Public | Username | Password | LOGIN | REMEMBER ME | Forgot Password /Username

Permits
 Apply for a Permit
 Search for Permits
 Pay Fees
 Fees Estimator
 View on Map

Planning
 Apply
 Search Projects
 Pay Fees
 Fees Estimator
 View on Map

Contractor
 Registration
 Search
 Pay Fees

Properties
 Search Property

Forgot Password

To begin the process for getting your password please enter the requested information below and click the **RESET PASSWORD** button.

Enter email address:

RESET PASSWORD

4. Confirmation message.

Home | Setup an Account | Log In | Public | Username | Password | LOGIN | REMEMBER ME | Forgot Password /Username

Permits
 Apply for a Permit
 Search for Permits
 Pay Fees
 Fees Estimator
 View on Map

Planning
 Apply
 Search Projects
 Pay Fees
 Fees Estimator
 View on Map

Contractor
 Registration
 Search
 Pay Fees

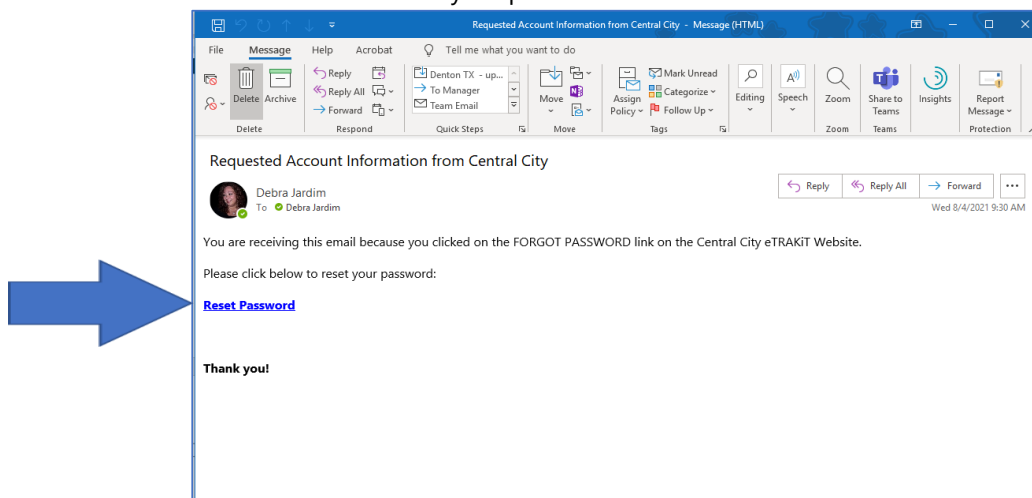
Forgot Password

Thank you!

You will receive an email with instructions for resetting your password shortly. Click the **RESET PASSWORD** link in the email to complete the process.

If you do not receive an email, please check your spam folder.

5. Email with link to reset your password.



- Follow instructions to reset your password and click submit.

Home | Setup an Account | Log In | Public | Username | Password | LOGIN | REMEMBER ME | Forgot Password /Username

Permits
 Apply for a Permit
 Search for Permits
 Pay Fees
 Fees Estimator
 View on Map

Planning
 Apply
 Search Projects
 Pay Fees
 Fees Estimator
 View on Map

Contractor
 Registration
 Search
 Pay Fees

Properties
 Search Property
 View on Map

Inspections
 Schedule
 Cancel
 View on Map
 Scheduled

Licensing
 Apply for New Licenses
 Search Licenses
 Pay Fees
 Renew

Reset Password

You have chosen to **RESET** your password. An email will be sent to you with instructions on completing this process.

Security Question
 Secret Answer

What was your childhood nickname?

Password Rules:
 Password Must be contain minimum 6 and maximum 25 characters.
 At least one number.
 At least one lower & upper case letter.
 At least one special character.
 Note: Password is case sensitive.

New Password

Confirm Password

SUBMIT

- Once your password is reset you will be directed to your dashboard. You can now begin submitting applications online.

Application Process

Process for submitting applications will be the same for public users and contractors/design professionals.

- Log in to your account
 Log in with a public login if you are a homeowner or as a contractor.
 See the Contractor Log In section of this document for more information.
- Read and agree to the City disclaimer. Choose "I Agree" to continue, if you choose "I Disagree" you will be taken back to the homepage, click continue.

HOME | DASHBOARD | VIEW/EDIT PROFILE | VIEW CART | LOG OUT | LOGGED IN AS: ELISE SEMONIAN

My Dashboard

Permits
 Apply / New Permit
 Search Permit
 Pay Fees
 Fees Estimator
 View on Map
 Issued Permits Report

Projects and Planning
 Apply for New Project
 Search Projects
 Pay Fees
 View on Map

Contractor
 Search Contractors

Permit Application Confirmation

By clicking on the "I agree" button below, I swear or affirm that the information contained in this application is true and correct. I acknowledge that I am the homeowner, a licensed contractor in the State of California, or an authorized agent of the property owner or contractor (upload [Agent Authorization](#) form at next step).

Only a state licensed contractor or residential property owner can pull a permit (this is not applicable to resale inspection requests).

☐ I Agree
☐ I Disagree

CONTINUE

STEP 1: Permit Information

- Fill out the following fields, fields marked with * are required fields. Information will vary based on project type selected.

HOME | DASHBOARD | VIEW/EDIT PROFILE | VIEW CART | LOG OUT
LOGGED IN AS: ELISE SEMONIAN

My Dashboard

Permits

Apply / New Permit
Search Permit
Pay Fees
Fees Estimator
View on Map
Issued Permits Report

Projects and Planning

Apply for New Project
Search Projects
Pay Fees
View on Map

Contractor

Search Contractors
Pay Fees

Properties

Search Property
View on Map

Inspections

Schedule
View on Map
Cancel
Scheduled

Code Enforcement

Search
Pay Fees

Report A Problem

Report Issue
Search Issues
View on Map

Map

View Map
Locate My Address

Shopping Cart

Pay All Fees
Paid Items

Contact

Contact us

Permit Application

Step 1 Permit Information

Step 2

Step 3

Step 4

Permit Type Information

*PERMIT Type

RESIDENTIAL ADDITION

*Short Description:

Detailed Description:

*Job Value

Please check all your entries before proceeding to the next step.

RESIDENTIAL

New square footage added:

New habitable square feet:

New non-habitable square feet:

Number of units:

Is site in Wildland Urban Interface:

Address addition/change?:

Existing bedrooms:

Proposed bedrooms:

ACKNOWLEDGEMENTS

School District Impact Fees required prior to permit issuance?:

4. Under Location in "Search By" box select address or parcel and enter site address or parcel number for location and click search and click on address in the results window.

Permits must be linked to a valid Larkspur parcel or address.

**If your address or parcel number is not found, please make sure that you are using the correct address format. TIP: omit "street" "road" or "avenue" and just type in part of street name. If the address does not populate and you have verified the address is within City limits, please contact the Building Department at 415-927-5038.*

Location

**Enter part or all of your address and press search*

Search By

Search Value

Select address below

400 MAGNOLIA AVE - ADDRESS

- Once you click on the address you will see the address you selected as shown below:

Location

020-263-05
400 MAGNOLIA AVE
LARKSPUR, CA 94939

[Address Lookup](#)

- Select your relationship to the application. If you select property owner or contractor your information will auto-populate on the next screen.
- Upload any documents required. You must select the file AND ALSO CLICK "UPLOAD."
Visit Larkspur Building and Planning division websites for lists of what is required for submitting.
Please name your files in a way which describes the item submitted and do not combine documents. For example, if you attach your construction management plan to another document staff may not notice it was received. City staff will review your application and notify you if you need to submit additional documentation.
**The following document types are accepted: PDF, DOC, DOCX, XLS, JPG and PNG*
PDF files are preferred. Click "Next Step".

Your Relation to this Permit

☒ **Property Owner**
Check this box if you are the Property Owner

☐ **Contractor**
Check this box if you are the Contractor

Attachments

**** You must click the UPLOAD button to transmit your attachments ****

Please upload all required plans and documents for your permit application. Failure to include all required materials will delay the application process. Incomplete submissions will not be processed.

The submittal requirements may be found at [Forms-and-Applications](#)

In the description field, please input what type of document you have attached, for example: "Plans", or "Sewer Letter", etc.

Filename

Select

Description

UPLOAD



CANCEL

NEXT STEP

STEP 2: Contact Information

1. Fill out the following fields, fields marked with * are required fields and click "Next Step"
**Most of this information will be already completed based on your profile information.
The owner information should pre-populate based on the owner of record according to the County Assessor's Office. This may not reflect recent changes made in ownership.*

[HOME](#) | [DASHBOARD](#) | [VIEW/EDIT PROFILE](#) | [VIEW CART](#) | [LOG OUT](#)

LOGGED IN AS: ELISE SEMONIAN

My Dashboard

Permits

- Apply / New Permit
- Search Permit
- Pay Fees
- Fees Estimator
- View on Map
- Issued Permits Report

Projects and Planning

- Apply for New Project
- Search Projects
- Pay Fees
- View on Map

Contractor

- Search Contractors
- Pay Fees

Properties

- Search Property
- View on Map

Inspections

- Schedule
- View on Map
- Cancel
- Scheduled

Code Enforcement

- Search
- Pay Fees

Report A Problem

- Report Issue
- Search Issues
- View on Map

Map

- View Map
- Locate My Address

Shopping Cart

- Pay All Fees
- Paid Items

Contact

- Contact us

Permit Application

Step 1

Step 2 Contact Information

Step 3

Step 4

Application for a RESIDENTIAL ADDITION Permit

Owner Information

*Name

Larky Larkspur

*Phone

(415) 927-5038

*Address

400 Magnolia Avenue

*Email Address

building@cityoflarkspur.org

*City

Larkspur

*State

CA

*Zip

94939

Applicant Information

*Name

Larky Larkspur

*Phone

(415) 927-5038

*Address

599 Magnolia Avenue

*Email Address

building@cityoflarkspur.org

*City

Larkspur

*State

CA

*Zip

94939

Contractor Information

Name

Phone

() - -

Address

Email Address

City

License#

State

Zip

CLEAR

CANCEL

PREVIOUS STEP

NEXT STEP

Page 83 of 259

STEP 3: Review and Submit

1. Review Information. You will be able to review and make edits to your application if needed. When done with any edits needed, click "Next Step".

**Upon submission of your application, City staff will review your application and notify you if the application is incomplete or if more information is needed.*

HOME | DASHBOARD | VIEW/EDIT PROFILE | VIEW CART | LOG OUT
LOGGED IN AS: ELISE SEMONEAN

My Dashboard

Permits

- Apply / New Permit
- Search Permit
- Pay Fees
- Fees Estimator
- View on Map
- Issued Permits Report

Projects and Planning

- Apply for New Project
- Search Projects
- Pay Fees
- View on Map

Contractor

- Search Contractors
- Pay Fees

Properties

- Search Property
- View on Map

Inspections

- Schedule
- View on Map
- Cancel
- Scheduled

Code Enforcement

- Search
- Pay Fees

Report A Problem

- Report Issue
- Search Issues
- View on Map

Map

- View Map
- Locate My Address

Shopping Cart

- Pay All Fees
- Paid Items

Contact

- Contact us

Permit Application

Step 1
Step 2
Step 3 Review and Submit
Step 4

Application for a RESIDENTIAL ADDITION Permit

Permit Information

Type: RESIDENTIAL ADDITION
Subtype:
Description: Residential remodel
Job Value: \$100,000.00

Location

400 MAGNOLIA AVE
LARKSPUR, CA 94939

Contacts

Owner Information
Larky Larkspur (415) 927-5038
400 Magnolia Avenue building@cityoflarkspur.org
Larkspur, CA 94939

Applicant Information
Larky Larkspur (415) 927-5038
599 Magnolia Avenue building@cityoflarkspur.org
Larkspur, CA 94939

Contractor Information

Architect Information

St. Engineer Information

Civil Engineer Information

Geotechnical Engineer Information

Fee Information

Type	Amount
BUILDING FEES	\$5,927.24
CALIFORNIA BUILDING STAND...	4.00
BUILDING PERMIT FEE	1,735.69
ELECTRICAL PERMIT FEE	173.57
MECHANICAL PERMIT FEE	173.57
PLUMBING PERMIT FEE	173.57
ENERGY EFFICIENCY TITLE 2...	173.57
GREEN BUILDING FEE	433.92
PLAN CHECK FEE - RESIDENT...	1,861.53
TECHNOLOGY ENHANCEMENT FE...	112.82
COPIES	0.00
CONTRACTOR BUSINESS LICEN...	50.00
GENERAL PLAN MAINTENANCE ...	250.00
RECORDS RETENTION ADMINIS...	22.00
ROAD IMPACT FEE	750.00
STRONG MOTION 1-3 STORY R...	13.00
Total Fees	\$5,927.24

Attachments

To upload additional attachments click on Upload.

Upload

Review the information prior to submitting.

CANCEL PREVIOUS STEP NEXT STEP

STEP 4: Checkout/Confirmation

1. Payment requirement will vary by application type:
 - If plan check fee is required, you must select "Add to Shopping Cart" and pay just the **Plan Check Fee**.
 - If no plan check fee is required, you may select "Pay Now" and pay for the permit.
2. Click "View Permit" to view your application and obtain your permit number.

HOME | DASHBOARD | VIEW/EDIT PROFILE | VIEW CART | LOG OUT
LOGGED IN AS: ELISE SEMONIAN

My Dashboard

Permits

- » Apply / New Permit
- » Search Permit
- » Pay Fees
- » Fees Estimator
- » View on Map
- » Issued Permits Report

Projects and Planning

- » Apply for New Project
- » Search Projects
- » Pay Fees
- » View on Map

Contractor

- » Search Contractors
- » Pay Fees

Properties

- » Search Property
- » View on Map

Inspections

- » Schedule
- » View on Map
- » Cancel
- » Scheduled

Code Enforcement

- » Search
- » Pay Fees

Report A Problem

- » Report Issue
- » Search Issues
- » View on Map

Map

- » View Map
- » Locate My Address

Shopping Cart

- » Pay All Fees
- » Paid Items

Contact

- » Contact us

Checkout Summary

Verify correct item(s) to pay and select "PAY NOW". Enter the required information and select "Process Payment".

ETRAKIT EPRS:221204110921103 400 MAGNOLIA AVE

Description	Quantity	Amount
BUILDING FEES	1	\$5,927.24
<i>CALIFORNIA BUILDING STANDARDS COMMISSION FEE</i>		
		4.00
<i>BUILDING PERMIT FEE</i>		1,735.69
<i>ELECTRICAL PERMIT FEE</i>		173.57
<i>MECHANICAL PERMIT FEE</i>		173.57
<i>PLUMBING PERMIT FEE</i>		173.57
<i>ENERGY EFFICIENCY TITLE 24 FEE</i>		173.57
<i>GREEN BUILDING FEE</i>		433.92
<i>PLAN CHECK FEE - RESIDENTIAL</i>		1,861.53
<i>TECHNOLOGY ENHANCEMENT FEE</i>		112.62
<i>CONTRACTOR BUSINESS LICENSE ON GROSS RECEIPTS RESO 36/93</i>		50.00
<i>GENERAL PLAN MAINTENANCE FEE RESO 26/04</i>		250.00
<i>RECORDS RETENTION ADMINISTRATION</i>		22.00
<i>ROAD IMPACT FEE</i>		750.00
<i>STRONG MOTION 1-3 STORY RESIDENTIAL (SMIP)</i>		13.00
Total Fees:		\$5,927.24
Total:		\$5,927.24

BACK TO SHOPPING CART
PAY NOW

 Enter Payment Information

All fields are required unless labeled as optional.

First Name

Larky

Last Name

Larkspur

ZIP Code

94939

Email 

esemonian@cityoflarkspur.org

Re-Enter email

esemonian@cityoflarkspur.org

Pay this Amount \$

5927.24

Payment Method

☐  eCheck / Bank Account

☐   Debit Card

☒     Credit Card


Confirm Payment

Payment Method


*****1111

Payment Date

Now (12/04/2022)

Payment Amount \$5,927.24	+	Paymentus Fee \$174.85	=	Total Amount \$6,102.09
-------------------------------------	---	----------------------------------	---	-----------------------------------

[Click to read the Payment Authorization Terms](#)

☒ I authorize payment and agree to the Payment Authorization Terms

By clicking the **PAY** button, you agree to the service fee charged by **Paymentus** to be added to this payment.

Click the **PAY** button to complete your payment.

< Back

Pay \$6,102.09

Paymentus

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[Privacy Policy](#)
[Privacy Notice to California Residents](#)
[Website Conditions of Use](#)
[Payment Authorization Terms](#)

Permit Application

Step 1
Step 2
Step 3
Step 4 Checkout/Confirmation

Confirmation

Once Central City has reviewed your application you will be notified if any additional fees are required, these fees can be viewed and paid online once finalized.

VIEW PERMIT



Example of permit below:

Permit #NRES21-0007

Permit
 Add To Cart
 Inspections

[Permit Info](#) |
 [Site Info](#) |
 [Contacts \(3\)](#) |
 [Fees \\$135,075.00](#) |
 [Inspections\(10\)](#) |
 [Chronology \(0\)](#) |
 [Conditions \(0\)](#) |
 [Reviews \(1\)](#) |
 AUTHORIZATION |
 REQUIRED INFO

Type: NEW RESIDENTIAL BUILDING

Subtype: SFD

Short Description: Single family

Status: APPLIED ONLINE

Applied Date: 8/13/2021

Approved Date:

Issued Date:

Finalized Date:

Expiration Date:

Notes: 8/13/2021 12:27:34 PM Notes about permit application

Dashboard

Your permit will now be shown in your dashboard, from here you will be able to monitor overall progress, pay fees if applicable, request inspections and follow progress with reviews and inspections.

[HOME](#) | [DASHBOARD](#) | [VIEW/EDIT PROFILE](#) | [VIEW CART](#) | [LOG OUT](#) | LOGGED IN AS: DEB JARDIM

Hello Deb Jardim.

Below is a Dashboard of your current activities.

LINK TO PERMITS, PROJECTS, AND LICENSES



My Active Permits

1 total record(s).

PERMIT NO.	ADDRESS	TYPE	STATUS	INSPECTION	FEES DUE				
NRES21-0007	101 BURTON...	NEW RESIDENTIAL BUILDING	APPLIED ONLINE		\$135075.00				



My Active Inspections

10 total record(s).

REC NO	REC TYPE	REC STATUS	ADDRESS	INSPECTION	DATE	MAP
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	FOOTING		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	FOUNDATION		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	FRAMING		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	INSULATION		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	ROUGH ELECTRICAL		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	ROUGH MECHANICAL		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	ROUGH PLUMBING		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	**BUILDING FINAL		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	GAS LINE ROUGH		
NRES21-0007	PERMIT	APPLIED ONLINE	101 BURTON...	DRYWALL		

Inspections

Once your permit is in an "Issued" status, you will be able to request inspections.

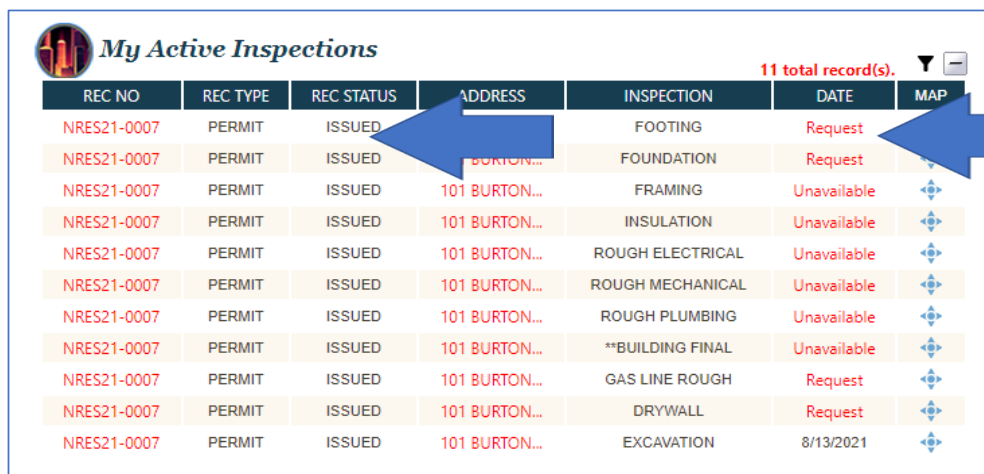
**Please note our Inspections policy: Inspections can be scheduled up to 7 days in advance from the current date. Each inspection type has a cap (max inspections per day). When the cap is reached, the day is removed from the "Requested Date" drop down menu. If the cap is reached for the entire time period, no dates would be displayed. In this situation please check back as availability can open as the next day becomes available.*

If the preferred dated is not available and the inspection request is time sensitive, you may check with the inspector for an alternate available date. Availability is based on the current inspection load and the priorities for inspections.

Inspections are active once an Inspector's name has been assigned. Inspection status is updated daily by 8AM.

Request an Inspection:

1. Click on the "Request" link to begin the request.



My Active Inspections 11 total record(s).

REC NO	REC TYPE	REC STATUS	ADDRESS	INSPECTION	DATE	MAP
NRES21-0007	PERMIT	ISSUED		FOOTING	Request	
NRES21-0007	PERMIT	ISSUED	BURTON...	FOUNDATION	Request	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FRAMING	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	INSULATION	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH ELECTRICAL	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH MECHANICAL	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH PLUMBING	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	**BUILDING FINAL	Unavailable	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	GAS LINE ROUGH	Request	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	DRYWALL	Request	
NRES21-0007	PERMIT	ISSUED	101 BURTON...	EXCAVATION	8/13/2021	

2. Fill out the following fields, fields marked with * are required fields and click "Submit"

Schedule FOOTING PERMIT Inspection - NRES21-0007

* ONSITE Contact Name:

* ONSITE Phone Number:

* Site Address:

* Email Address:

Permit Inspection Remarks Request:

Notes:

Inspection Type: **FOOTING**

Requested Date:

Time:



CENTRAL CITY Inspection Policy

Inspections can be scheduled up to 7 days in advance from the current date. Each inspection type has a cap (max inspections per day). When the cap is reached, the day is removed from the "Requested Date" drop down above. If the cap is reached for the entire time period, no dates would be displayed. In this situation please check back as availability can open as the next day becomes available. If there is a continued unavailability, please contact the Building Department at 800-555-1212.

If the preferred dated is not available and the inspection request is time sensitive, you may check with the inspectors for an alternate available date. Availability is based on the current inspection load and the priorities for inspections.

Inspections are active once an Inspector's name has been assigned. Inspection status is updated daily by 8AM.

You may cancel your inspection up to 3:00PM the day before the inspection is scheduled using the Online Web Portal or calling the Building Department at 800-555-1212 for assistance.

We cannot guarantee the inspector will be contacted prior to visiting the job site for same day cancelations

3. Read and click "Accept" to accept the disclaimer.

Disclaimer

While Central City tries to accommodate all requests, we cannot guarantee that the requested inspection time will be honored.

Inspection scheduling is at the complete discretion of Central City.



4. You will now see the chosen date in your dashboard.


My Active Inspections
11 total record(s).

REC NO	REC TYPE	REC STATUS	ADDRESS	INSPECTION	DATE	MAP	CANCEL
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FOUNDATION	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FRAMING	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	INSULATION	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH ELECTRICAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH MECHANICAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH PLUMBING	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	**BUILDING FINAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	GAS LINE ROUGH	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	DRYWALL	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	EXCAVATION	8/13/2021		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FOOTING	8/16/2021		



Cancel an Inspection:

You may cancel your inspection up to 3:00PM the day before the inspection is scheduled.

**We cannot guarantee the inspector will be contacted prior to visiting the job site for same day cancellations*

1. Click on the “Red X” link to begin the request.


My Active Inspections
11 total record(s).

REC NO	REC TYPE	REC STATUS	ADDRESS	INSPECTION	DATE	MAP	CANCEL
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FOUNDATION	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FRAMING	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	INSULATION	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH ELECTRICAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH MECHANICAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	ROUGH PLUMBING	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	**BUILDING FINAL	Unavailable		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	GAS LINE ROUGH	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	DRYWALL	Request		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	EXCAVATION	8/13/2021		
NRES21-0007	PERMIT	ISSUED	101 BURTON...	FOOTING	8/16/2021		





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	March 12, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and Adoption of a Resolution authorizing Agreement #1 to STH Contract: FY2023-028 with Client First Technologies for migration implementation technical support to City during Central Square software upgrade transition for an additional \$50,000 for a total contract amount not-to-exceed \$56,700.
GOAL:	Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Staff recommends the City Council adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement with Client First Technologies to increase funding by \$50,000 allowing for technical support and training to the City as part of the Central Square Technologies software upgrade.
FINANCIAL IMPACT:	The Financial Impact is a total of \$50,000 for the amended professional services agreement. Funding is included in the adopted budget in GL Account 101-45-00-21-30; therefore, no budget adjustment is needed.

BACKGROUND:

On April 18, 2023 the City entered into STH Contract: FY2023-028 with Client First Technologies to assist the City with contract negotiations with Central Square for the TRAKiT software permitting upgrade. The scope of work of that contract is now complete as the Central Square Technologies contract has been finalized and is also on the City Council agenda for consideration and approval.

DISCUSSION:

As part of the contract negotiation process with Central Square Technologies, staff has learned from other small jurisdictions that recently upgraded with the same software that it is a very technical and time intensive process to complete the migration, testing and training before going live. With the limited staffing in the Community Development Department to lead the software transition process, the City requested a scope of services from Client First Technologies to help with this endeavor, similar to what they are doing for many other Bay Area cities. The attached scope of work outlines the

assistance to help the City make the software migration successful. The primary focus will be helping the City with project management tasks such as monitoring and managing the project schedule, project timelines and milestones, vendor and City deliverables, as well as the project budget. Client First Technologies will also participate in the periodic status meetings with staff and Central Square Technologies as an advocate for the City.

DOCUMENTS ATTACHMENTS:

[STH Contract FY2023-028 ClientFirst Technology Consulting 04-18-2023](#)

[Resolution- STH Contract FY2023- Client First](#)

[STH Contract FY2023 \(Client First\) FINAL COMBINED-3-6-2024](#)

STH Contract FY2023-028

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 18, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and ClientFirst Technology Consulting (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as CentralSquare Migration Contract Negotiation Services.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”** (the “Services”), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$6,700 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall

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ClientFirst Technology Consulting April 18, 2023

include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. **Professional Liability Insurance.** When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

E. **Primary Coverage.** For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner

or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be

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ClientFirst Technology Consulting April 18, 2023

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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ClientFirst Technology Consulting April 18, 2023

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:	City Manager 1088 College Avenue St. Helena, California 94574
To Consultant:	ClientFirst Technology Consulting 980 Montecito Drive, Suite 209 Corona, CA 92879

Page 10 of 13

ClientFirst Technology Consulting April 18, 2023

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: David Krout
Name: David W. Krout
Title: Managing Partner, CPA (*Inactive*)

City:

By: Anil Comelo
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: Ethan Walsh
Name: Ethan Walsh
Title: City Attorney



EXHIBIT A

OPTIMAL TECHNOLOGY GUIDANCE

March 24, 2023

Mrs. Maya DeRosa
Community Development Director
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Proposal for CentralSquare Migration Contract Negotiation Services

Dear Mrs. DeRosa:

Please accept this letter as our proposal for ClientFirst to provide CentralSquare migration contract negotiation services to the City of St. Helena. We value the confidence the City has placed in our services and look forward to assisting with this project.

Scope of Work

The City has requested that ClientFirst provide its expertise and assistance with the review of the City's CentralSquare migration contract to the latest version of the TRAKIT system. Our assistance will relate to the following types of activities:

Implementation Plan (SOW) Review

- Work with the City and the selected vendor to review and finalize the Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.

Contract Review and Negotiation Assistance

- Assist with contract review and negotiation assistance (in a non-legal capacity). This assumes contract review and negotiations with a single, primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.

Staffing

David Krout, Partner, will be the Project Director for the engagement. Tatjana Meser will be managing and coordinating the project along with Michael Truncale, Project Manager and former TRAKIT implementer. Tatjana has also extensive CentralSquare TRAKIT implementation and project management experience.

Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal, plus expenses. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

- Tatjana Meser - \$ 205 per hour
- David Krout - \$ 225 per hour
- Michael Truncale - \$ 185 per hour



Maximum Cost

This will logistically be an ongoing project. The consulting fees payable based on this agreement shall not exceed \$6,700 without City approval and written authorization.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Expenses

Expenses are expected to be primarily for travel, hotel, and miscellaneous, small, budgeting-related items. These expenses will be billed at cost.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payments, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

Acceptance

If you have any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcg.com for additional information. We appreciate the opportunity of serving the City of St. Helena as one of our many satisfied clients.

Sincerely,

David W. Krout, CPA (inactive)
Partner
Management Consulting Practice Leader

Accepted by The City of St. Helena		
Signature	Date	
Name and Title (print)		



Tatjana Meser

Manager, Enterprise Applications Consulting

Tatjana Meser has over eight years of experience with local government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows Tatjana to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

These business improvement and process consistency efforts have created significant cost savings through move-efficient business processes and have reduced overall implementation costs.

Having worked with numerous government agencies as a vendor, Tatjana also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success.

Highlights

- Project oversight and management services for multiple community development implementations with custom integration to financial, tax, and business licensing systems
- Industry experience includes work with City and County agencies

Agency Experience

City of Batavia
City of Beaumont
City of Carlsbad
City of Corona
City of Coronado
City of Escondido
City of Fairfield
City of Fontana
City of Glendora
City of Greenville
City of Hesperia
City of Idaho Falls
City of Keller
City of Key West
City of Lakeland
City of Larkspur
City of Mill Valley
City of Mission Viejo
City of Monrovia
City of Newark
City of Oceanside
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pinole
City of Pismo Beach
City of Rancho Palos Verdes
City of Rocklin

City of Salinas
City of San Bernardino
City of San Clemente
City of St. Cloud
City of St. Paul
City of Vacaville
City of Vallejo
City of West Covina
City of West Sacramento
City of Wood Dale
Town of Windsor
Village of Lincolnwood
Village of Oswego
Village of River Forest
Village of Westmont
County of Butte
County of Calaveras County
County of Mendocino
County of Shasta
County of Yuba
County of Hanover



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in International Studies – UC San Diego
- Project Management Institute Member – Inland Empire Chapter

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation



I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality



David W. Krout, CPA *(Inactive)*

Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

City of Batavia	City of Pelham	Village of River Forest	Research (SCCWRP)
City of Bloomington	City of Piedmont	CA-NV American Water Works Association	Walnut Valley Water District
City of Brentwood	City of Rancho Mirage	Castaic Lake Water Agency	West County Wastewater District
City of Brisbane	City of Redlands	Castro Valley Sanitary District	Western Municipal Water District
City of Burbank	City of Rialto	Colton Joint Unified School District	Mechopda Indian Tribe
City of Burlington	City of Riviera Beach	Cucamonga Valley Water District	Eastern Band of Cherokee Indian
City of Carlsbad	City of Rosemead	Gastonia Water & Power	
City of Camarillo	City of Salisbury	Glendale Water and Power	
City of Chino	City of Sandpoint	HIP Housing	
City of Clovis	City of San Gabriel	Lake Elsinore Unified School District	
City of Colton	City of San Jacinto	Menifee Unified School District	
City of Corona	City of Shawnee	Mesa Water District	
City of Coronado	City of Sierra Madre	Midpeninsula Regional Open Space District	
City of Dublin	City of Simi Valley	Ramona Municipal Water District	
City of Foster City	City of South Gate	Rincon del Diablo Municipal Water District	
City of Gastonia	City of Tustin	Rock River Reclamation District	
City of Healdsburg	City of West Covina	Rosamond Community Services District	
City of Hemet	City of West Des Moines	Salisbury-Rowan Utilities	
City of Highland Park	County of Butte	San Bernardino Municipal Water	
City of Indio	County of Buncombe	Southern California Coastal Water	
City of La Habra	County of Denton		
City of La Puente	County of Mendocino		
City of Laguna Niguel	County of Orange		
City of Lake Forest	County of Riverside		
City of Larkspur	County of San Bernardino		
City of Lomita	Town of Danville		
City of Manassas Park	Town of Groton		
City of Menlo Park	Town of Hillsborough		
City of Mission Viejo	Town of Truckee		
City of Murrieta	Village of Glencoe		
City of Pacifica	Village of Lincolnwood		
City of Palm Desert	Village of Northfield		
City of Palmdale	Village of Oswego		



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant
(Inactive)

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services
CA Municipality

CLIENTFIRST TECHNOLOGY CONSULTING

OPTIMAL TECHNOLOGY GUIDANCE



Michael Truncale

Enterprise Applications Senior Management Consultant

Michael Truncale has over 14 years of experience working directly with municipalities and government agencies with software implementations. His experience includes business process assessments, project planning, software implementation, application configuration, custom integrations, scoping customization needs, managing multiple teams across disciplines, process documentation, and project management related to enterprise applications.

Having worked for a leading local government enterprise software provider, Michael brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with the customers' needs and concerns throughout and post-implementation.

Michael's in-depth agency process knowledge, technical and functional background, and his passion for helping people enables him to easily identify gaps in processes and quickly provide quantifiable solutions.

Highlights

- Business process gap analysis
- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications
- Facilitator between C-level and functional roles

Agency Experience

City of Ann Arbor
City of Bellingham
City of Brentwood
City of Bryan
City of Canton
City of College Station
City of Colleyville
City of East Palo Alto
City of Edmond
City of Emeryville
City of Elk Grove
City of Escondido
City of Gladstone
City of Golden
City of Greeley
City of Greer
City of Helena
City of Medford
City of Norwalk
City of Novato
City of Pearland
City of Pflugerville
City of Poway
City of Prescott

City of Round Rock
City of Sammamish
City of San Marcos
City of Tracy
City of Tukwila
City of Walla Walla
City of Westminster
City of Wildwood
Glenn County
Hanover County
Lewis and Clark County
Lincoln County
Manatee County
Nassau County
Spotsylvania County
Summit County
Yuma County
Town of Castle Rock
Town of Flower Mound
Town of Parker
Town of Windsor
Town of Woodside



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Business Administration — California State University of San Marcos
- Project Management Institute Member — San Diego Chapter

SPECIALTIES

- Project Management
- Implementation Project Management
- Business Process Reviews
- Current System Needs Analysis and Improvement
- Project Management Oversight
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go-Live Plan Creation



First of all, great work. You are an elite communicator. It's honestly your best skill and to be clear you are top notch in everything else.

—Senior Information Systems Analyst
CA Municipality

Michael...the speed of this delivery is amazing and the deliverable is just so clean. Well done. I'm looking forward to working more with you.

—Senior Information Systems Analyst
CA Municipality

CITY OF ST. HELENA

RESOLUTION NO 2024-

A RESOLUTION AUTHORIZING AMENDMENT #1 FOR PROFESSIONAL SERVICES AGREEMENT WITH CLIENT FIRST TECHNOLOGIES; STH CONTRACT NO: 2023-028 PERTAINING TO MIGRATION IMPLEMENTATION SERVICES TO CITY DURING CENTRAL SQUARE SOFTWARE UPGRADE TRANSITION FOR AN ADDITIONAL \$50,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$56,700.

RECITALS

- A. On April 18, 2023, The City of St. Helena and Client First Technologies entered into an agreement to provide support to the Community Development Department with negotiating the technical software needs and contract for the TRAKiT software upgrade with Central Square Technologies; and
- B. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Client First Technologies to provide Central Square migration project management and oversight in addition to TRAKiT improvement needs; and
- C. Expected services include assisting the City with monitoring and managing the project schedule, project timelines and milestones, vendor and City deliverables as well as the project budget on an ongoing basis; and
- D. The City of St. Helena and Client First Technologies now desire to amend the Agreement for an additional \$50,000 for a total amount not-to-exceed \$56,700.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena Authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2023-028 in the amount of \$50,000 with Client First Technologies for a total contract amount not-to-exceed \$56,700.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Dohring: _____

Page 1 of 2

First Amendment to Professional Services Agreement STH
Contract: FY 2023-028 Client First Technologies

Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor
Clerk

Cindy Tzafoopoulos, City
Clerk

AMENDMENT #1

FOR PROFESSIONAL SERVICES AGREEMENT WITH CLIENT FIRST TECHNOLOGIES; STH CONTRACT NO: 2023-28 PERTAINING TO MIGRATION IMPLEMENTATION SERVICES TO CITY DURING CENTRAL SQUARE SOFTWARE UPGRADE TRANSITION FOR AN ADDITIONAL \$50,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$56,700.

This First Amendment to Professional Services Agreement with Interwest STH Contract: FY 2023-028 dated April 18, 2023 ("Agreement") is made as of this ____ day of _____, 2024 by and between the City of St. Helena and Client First Technologies, Inc.

RECITALS

- A. On April 18, 2023, The City of St. Helena and Client First Technologies entered into an agreement to provide support to the Community Development Department with negotiating the technical software needs and contract for the TRAKiT software upgrade with Central Square Technologies; and
- B. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Client First Technologies to provide Central Square migration project management and oversight in addition to TRAKiT improvement needs; and
- C. Expected services include assisting the City with monitoring and managing the project schedule, project timelines and milestones, vendor and City deliverables as well as the project budget on an ongoing basis in accordance with the scope of work attached (Exhibit A); and
- D. The City of St. Helena and Client First Technologies now desire to amend the Agreement for an additional \$50,000 for a total amount not-to-exceed \$56,700.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. The Scope of Work as set forth in the original Agreement is hereby amended to incorporate and include the additional scope of work attached hereto as Exhibit A and incorporated herein by this reference.
- 2. Section 4.A. Compensation, is amended to read as follows:

"Total compensation shall not exceed \$56,700..."

All other terms of the Agreement shall remain in full force and effect.

Page 1 of 3

First Amendment to Professional Services Agreement STH Contract: FY 2023-028 Client First Technologies

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CLIENT FIRST TECHNOLOGIES

By: _____

Print Name: _____

Title: _____

ATTEST:

City of St. Helena City Clerk
Cindy Tzaopolous

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney, St. Helena

Exhibit A



OPTIMAL TECHNOLOGY GUIDANCE

November 9, 2023

Mr. Anil Camelo
 City Manager
 City of St. Helena
 1088 College Avenue
 St. Helena, CA 94574

Re: Proposal for CentralSquare Migration Implementation Assistance

Dear Mr. Camelo:

Please accept this letter as our proposal for ClientFirst to provide CentralSquare migration implementation services to the City of St. Helena. We value the confidence the City has placed in our services and look forward to providing assistance on this project.

Scope of Work

The TRAKiT migration project implementation assistance for the City will be managed and completed by Cyndi Hoxie and Tatjana Meser. Their extensive TRAKiT configuration, training, data conversion, integrations, and project management experience are best suited to assist the City with the migration project management and oversight and TRAKiT improvement needs.

Scope, Schedule, and Budget

ClientFirst will assist the City Project Coordinator with monitoring and managing the project schedule, project timelines and milestones, vendor, and City deliverables, as well as the project budget. In addition, ClientFirst will assist with accurately assigning project tasks to City and vendor resources. Recommendations pertaining to project scope, schedule, and budget will be provided when needed to aid an on-schedule and within-budget project completion.

Recurring Project Activities and Project Communications

To keep the project on schedule, ClientFirst will assist the City Project Coordinator with the following recurring project activities:

- **Weekly Project Oversight/Management Assistance Activities** – Provide general assistance, including miscellaneous oversight activities, email communications, session scheduling, and task assignments. Also, provide a vendor invoice review (if/for as necessary).
- **Internal Status Meeting** – Assist the City Project Coordinator with the preparation of a meeting agenda, a list of open tasks, upcoming project sessions/trainings, project risks, key communications, and other project-related information. Guide the Project Team during the status meeting and review the project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution.
- **Project Manager/ClientFirst Debrief** – Conduct a post-internal status meeting debrief between the City Project Coordinator and ClientFirst to sync up on project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution.
- **Vendor Status Meeting** – Participate in the Vendor's periodic status meeting as an advocate for the City.
- **Review Vendor Status Report** – Review the Vendor's post-status meeting report and provide comments.



Business Analysis and TRAKIT Improvements (optional)

ClientFirst will work closely with the City Project Coordinator and the Functional Leads to review and identify any business process or TRAKiT configuration gaps. Based on the findings of the assessment, ClientFirst will recommend and assist with TRAKiT and eTRAKiT improvements utilizing new functionality with the goal to streamline the business process for the public and City staff.

Integrations (optional)

A review of the current state of all integrations with City teams will allow ClientFirst to identify testing steps the City needs to take to validate each integration during the migration. These testing steps will be recorded and used as a testing script by the Functional Leads. ClientFirst can also provide assistance with the testing of each integration and the documentation of any errors or incorrect system behavior.

System Testing (optional)

Prior to the initial delivery of the migrated system, ClientFirst and the City Project Coordinator will collaborate with the Functional Leads to build a realistic testing plan encompassing all TRAKiT components that need to be tested (configuration, data conversion, integrations, online applications, payment integrations, geo data updates, electronic plan review, etc.) The testing plan will outline department-specific testing tasks and due dates.

Data Conversion (optional)

Data Conversion is one of several items to be tested by the City Functional Leads during the migration. These testing tasks will be identified in the testing task list. ClientFirst will be able to assist with the validation of the migrated data.

Reports and Forms (optional)

ClientFirst, with the assistance of the Functional Leads, will complete a review of the existing forms/correspondences/letters/reports the City utilizes. This will lead to a clear list of documents that need to be converted and/or created. ClientFirst will also assess each form/correspondence/letter/report to determine if a merge document or SSRS form/report is needed to be created and work with the City Project Coordinator to determine how to best deliver the form/correspondence/letter/report in the Merge Document or SSRS format.

Training (optional)

With the extensive knowledge of the TRAKiT products, ClientFirst will be able to effectively assist with the planning and coordination of the Administrator and End User trainings. ClientFirst will advise on which City attendees should participate in which training and what topics should be covered and/or repeated.

Staffing

Tatjana Meser will be the Project Director for the engagement. Cyndi Hoxie will be managing and coordinating the project. Tatjana and Cyndi have extensive CentralSquare Community Development and TRAKiT implementation and project management experience.



Fee Summary

Our time and materials professional fees are based on the scope and approach outlined in this proposal, plus expenses. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

- Cyndi Hoxie - \$ 195 per hour
- Tatjana Meser - \$ 210 per hour
- David Krout - \$ 225 per hour

Maximum Cost

This will logistically be an ongoing project. The consulting fees payable based on this agreement shall not exceed \$50,000 without City approval and written authorization.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Expenses

Expenses are expected to be primarily for travel, hotel, and miscellaneous, small, budgeting-related items. These expenses will be billed at cost. However, total costs shall not exceed the maximum amount stated above.

Acceptance

If you have any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcsg.com for additional information. We appreciate the continued opportunity to serve the City of St. Helena.

Sincerely,

David W. Krout, CPA *(inactive)*
 Partner
 Management Consulting Practice Leader



Tatjana Meser

Manager, Enterprise Applications Consulting

Tatjana Meser has over eight years of experience with local government agency software implementations. Her in depth experience with software configuration, business analysis, and user needs assessment allows Tatjana to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

These business improvement and process consistency efforts have created significant costs savings through move-efficient business processes and have reduced overall implementation costs.

Having worked with numerous government agencies as a vendor, Tatjana also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success.

Highlights

- Project oversight and management services for multiple community development implementations with custom integration to financial, tax, and business licensing systems
- Industry experience includes work with City and County agencies

Agency Experience

City of Batavia
City of Beaumont
City of Carlsbad
City of Corona
City of Coronado
City of Escondido
City of Fairfield
City of Fontana
City of Glendora
City of Greenville
City of Hesperia
City of Idaho Falls
City of Keller
City of Key West
City of Lakeland
City of Larkspur
City of Mill Valley
City of Mission Viejo
City of Monrovia
City of Newark
City of Oceanside
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pinole

City of Pismo Beach
City of Rancho Palos Verdes
City of Rocklin
City of Salinas
City of San Bernardino
City of San Clemente
City of St. Cloud
City of St. Paul
City of Vacaville
City of Vallejo
City of West Covina
City of West Sacramento
City of Wood Dale
Town of Windsor
Village of Lincolnwood
Village of Oswego
Village of River Forest
Village of Westmont
County of Butte
County of Calaveras County
County of Mendocino
County of Shasta
County of Yuba
County of Hanover



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in International Studies – UC San Diego
- Project Management Institute Member – Inland Empire Chapter

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation



I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality



Cyndi Hoxie

Management Consultant

Cyndi Hoxie has over 30 years of Public Sector experience, including 15 years in municipal government Building and Code Enforcement. She has spent over 19 years assisting agencies with land management enterprise application systems, with her last position as a product owner of a mid-tier land management software representing the software needs of government agencies nationwide.

Cyndi's applications experience ranges from being a frontline, daily land management software user to extensive applications support and software implementor and project manager of software implementations. Her diverse experiences allowed her to represent clients' needs and drive the development of land management software with the end user in mind. Cyndi now utilizes her vast land management systems knowledge to provide agencies with hands-on applications support, maintenance, data management, reporting writing, training, and consulting advisory.

Highlights

- Experience with planning, permitting, inspections, code enforcement, and tax and licensing processes
- Project oversight and management services for multiple community development implementations
- Experience with custom integrations specifically for financial, tax, and business licensing systems
- Business process gap analysis and workflow documentation
- Extensive knowledge of business and technical processes pertaining to enterprise applications

Agency Experience

City of Aurora
City of Aventura
City of Bakersfield
City of Boynton Beach
City of Brentwood
City of Broken Arrow
City of Carlsbad
City of Cary
City of Champaign
City of College Station
City of Coral Springs
City of Crestview
City of Delray Beach
City of Folsom
City of Fresno
City of Grand Prairie
City of Greenville
City of Gresham
City of Las Vegas
City of Los Altos
City of Manchester
City of Marietta
City of Miami Springs
City of Mission Viejo
City of Newberg
City of Norfolk
City of North Port

City of Novato
City of Oswego
City of Pearland
City of Piedmont
City of Pinole
City of Plano
City of Pompano Beach
City of Rio Rancho
City of St. Cloud
City of St. Helena
City of St. Petersburg
City of Salinas
City of San Bernardino
City of San Clemente
City of Solana Beach
City of Tamarac
City of West Palm Beach
City of Winter Haven
Town of Davie
Town of Lady Lake
Town of Los Altos Hills
Town of Normal
Town of Windsor
Village of Lincolnwood
County of Butte
County of Hanover
County of Mendocino



CREDENTIALS

- Certified Scrum Product Owner

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- System Configuration and Training
- Test and Go Live Plan Creation



Cyndi, Thank you so much for accomplishing this huge task in a short period of time! We would not have been able to do this without you.

—City Manager
CA Municipality



David W. Krout, CPA (Inactive)

Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

City of Batavia
City of Bloomington
City of Brentwood
City of Brisbane
City of Burbank
City of Burlington
City of Carlsbad
City of Camarillo
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Dublin
City of Foster City
City of Gastonia
City of Healdsburg
City of Hemet
City of Highland Park
City of Indio
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Lomita
City of Manassas Park
City of Menlo Park
City of Mission Viejo
City of Murrieta
City of Pacifica
City of Palm Desert
City of Palmdale

City of Pelham
City of Piedmont
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rosemead
City of Salisbury
City of Sandpoint
City of San Gabriel
City of San Jacinto
City of Shawnee
City of Sierra Madre
City of Simi Valley
City of South Gate
City of Tustin
City of West Covina
City of West Des Moines
County of Butte
County of Buncombe
County of Denton
County of Mendocino
County of Orange
County of Riverside
County of San Bernardino
Town of Danville
Town of Groton
Town of Hillsborough
Town of Truckee
Village of Glencoe
Village of Lincolnwood
Village of Northfield
Village of Oswego

Village of River Forest
CA-NV American Water
Works Association
Castaic Lake Water
Agency
Castro Valley Sanitary
District
Colton Joint Unified School
District
Cucamonga Valley Water
District
Gastonia Water & Power
Glendale Water and Power
HIP Housing
Lake Elsinore Unified
School District
Menifee Unified School
District
Mesa Water
District
Midpeninsula
Regional Open
Space District
Ramona
Municipal
Water District
Rincon del
Diablo
Municipal
Water District
Rock River
Reclamation
District

Rosamond Community
Services District
Salisbury-Rowan Utilities
San Bernardino Municipal
Water
Southern California
Coastal Water Research
(SCCWRP)
Walnut Valley Water
District
West County Wastewater
District
Western Municipal Water
District
Mechoopda Indian Tribe
Eastern Band of Cherokee
Indian



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant
(Inactive)

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services
CA Municipality

CLIENTFIRST TECHNOLOGY CONSULTING

OPTIMAL TECHNOLOGY GUIDANCE



Firm Statement of Qualifications

ERP Consulting Practice Profile

ClientFirst's enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years, originating within RSM McGladrey, the nation's fifth-largest CPA/Consulting firm.

ClientFirst leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software needs assessment, selection, contract negotiation, and implementation.

We identify an organization's strategic, organizational, application, and functional requirements — specific to the client's business processes — to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

The level of risk and the probability of achieving a successful implementation are directly related to the amount of proper due diligence employed. At ClientFirst, we take every possible step to decrease this risk level through best practices.

Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization a chance to find the best functionality fit by evaluating an adequate number of qualified vendor responses.

Applications Consulting Services

PROCESS REVIEWS

Business Case Analysis
Assessment and Recommendations
Process Analysis and Improvement

SOFTWARE SELECTION

Feature/Function Requirements
Implementation Risk Assessment
Change Management
Vendor Analysis and Evaluation
Contract Review and Negotiation

PROJECT OVERSIGHT

Implementation Project Management
Conversion Assistance
Integration / Interface Assistance

APPLICATIONS IMPROVEMENT

Assessment of Current Needs & Gaps
Assessment of Features, Training, Support, & Reporting Issues
Vendor Proposal Review & Demonstration Management
Change Management
Risk Assessments

Departmental / Functional Area Experience

Council/Board	Parks & Recreation
Administration	Engineering
Building & Safety	GIS
City Clerk	Water & Waste Water
Finance	Sanitation
Fire	Field Operations
Library	Laboratories
Utility Billing	Environmental
Customer Service/Call Centers	Sciences
Payroll	Facilities
Human Resources	Treatment Plants
Planning	Fleet Management
Police	Engineering
Purchasing	Warehousing
Public Works	SCADA
	Information Systems

Applications Experience

General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative
Cash Receipts	Maintenance
Purchasing & Receiving	Inventory Management
Bids Management	Fleet Management
Contract Management	Planning
Accounts Payable	Permitting
Fixed Assets	Inspection
Loans	Code Enforcement
Special Assessments	Land/Parcel/Address
Financial Reporting	Management
Ad Hoc Reporting	Computer-Aided Dispatch (CAD)
Business Licensing	Records Management
Applicant Tracking	Mobile Computing
Human Resources	Citizen Request Management
Employee Self-Service	GIS
Benefits Tracking	Adjudication
Time & Attendance	Citation Management
Payroll	



Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,500 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.



Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the “20 Most Promising Government Technology Solution Providers”.



National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality



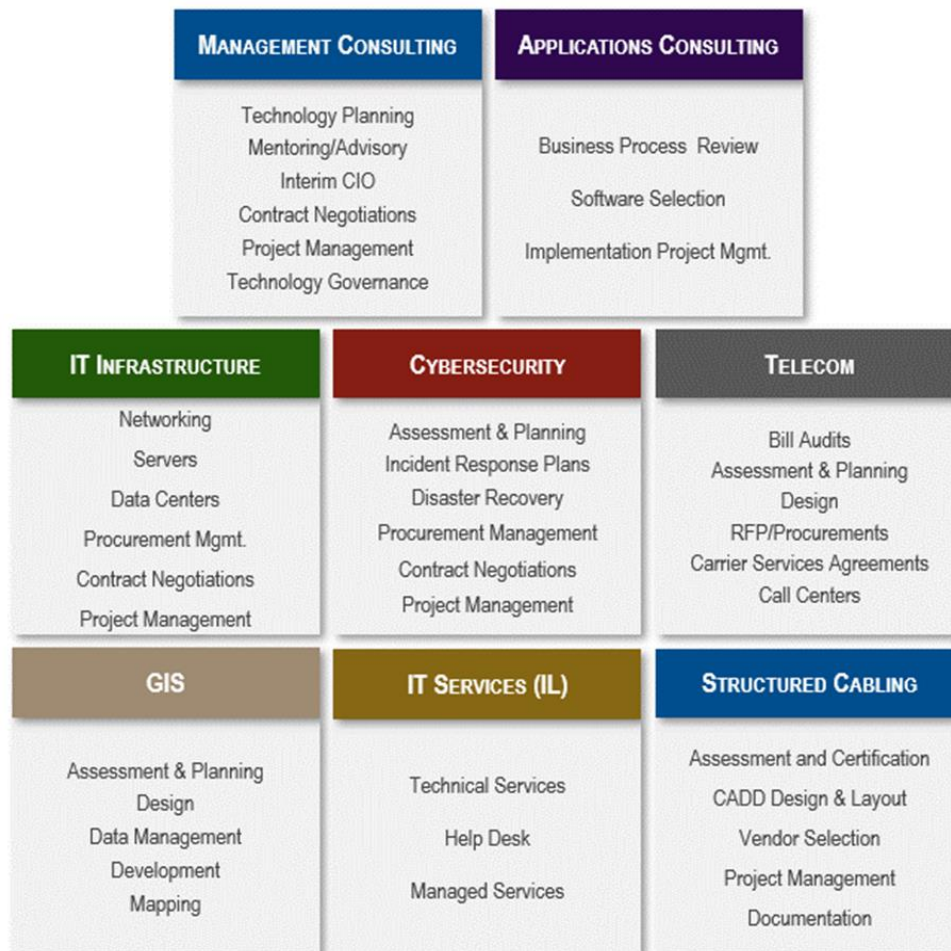
Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments** and have worked with over 500 agencies on over 3,500 projects. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

ClientFirst Integrated Technology Solutions Groups



CentralSquare Migration Implementation Assistance



Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

California

City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murietta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley

CA-NV American Water
Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research Authority
Walnut Valley Water District
West County Wastewater District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Alabama

City of Pelham

Arizona

County of Maricopa

Connecticut

City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida

City of Cape Coral
City of Deerfield Beach
City of Dunedin

City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho**Illinois**

City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152

Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District 96
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana

The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport
Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas

City of Shawnee

Michigan

University of Michigan
Lake Superior State University

Minnesota

County of Anoka

Nevada

County of Nye
Town of Pahump

New York

City of Batavia
Village of Ossining

North Carolina

City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio

County of Cuyahoga
County of Montgomery

South Dakota

Rapid City Area Schools

Texas

City of Dallas
City of Pflugerville
City of University Park
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah

Washington County School District

Virginia

Commonwealth of Virginia
City of Manassas Park

Wisconsin

City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department:

DATE:	March 12, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a Professional Services Agreement with Toole Design to prepare a Streets Master Plan for a not-to-exceed cost of \$229,946.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 5: Enhance Quality of Life, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorization of a contract with Toole Design to complete the City's Streets Master Plan.
FINANCIAL IMPACT:	The overall Financial Impact is for a not-to-exceed cost of \$229,946, which includes the proposal project cost of \$199,953 and an additional 15% contingency for possible additional studies that may be required. The adopted FY24 budget included \$200,000 to complete this project, Capital Improvement Project R24-01. This action will require a budget increase the amount of \$29,946 to 741-50-14-31-10, which will be funded with Traffic Mitigation Impact Fees requiring a budget transfer from Fund 740.

BACKGROUND:

On November 21, 2023, the City released a Request for Proposals seeking a qualified consultant team to provide professional civil engineering, design, planning, traffic engineering, landscape architecture, way finding (to the downtown and points of interest, but not within the downtown as noted below), transportation equity, environmental clearance, and public outreach services to prepare a visionary, community-based, Streets Master Plan.

The Streets Master Plan is intended to incorporate complete and sustainable street approaches while evaluating connectivity and synergy with the City's existing transportation network to guide policy direction and investment toward improving circulation, public safety, and mobility for all users.

DISCUSSION:

Proposals were due on December 21, 2023 and one proposal was received. Staff reviewed the proposal and declared it responsive. On January 26, 2024, a selection panel interviewed members of Toole Design to discuss the proposal and concluded unanimously that the firm was capable of completing the project and therefore is requesting into a professional services agreement.

The intent of the plan is to incorporate previously developed and adopted documents including but not limited to the City's General Plan, Circulation Element, Active Transportation/Safe Routes to School Plan, and documents referenced under the "Existing Conditions" in the Request for Proposals.

The plan will also include a constraints analysis of potential major improvements, such as extensions/realignments of Pope/Silverado Trail, Pratt/Silverado Trail, Oak extension to Grayson, and Adams extension to Silverado Trail. Additionally, the Plan shall be based on the City's approved General Plan and is intended to address the build-out condition of the approved General Plan and the improvements to the City's transportation system required, at build-out, to comply with the Circulation Element of the General Plan and the approved General Plan CEQA document.

The Streets Master Plan will provide critical links between all modes of transportation, including motorized vehicles, bicycles, pedestrians, and an effective transit system. The Plan will also include policy direction on traffic calming including Complete Streets options, green infrastructure opportunities, identification of long-term improvements that are necessary and updated mechanisms to fund the identified improvements leading to development of growth-related Capital Improvement Program as a precursor for a Development Impact Fee update.

The structure of the Project will include a kickoff meeting, work plan finalization, review of existing conditions, exploration of future growth and trends, working plan elements and topic areas, conducting technical studies, stakeholder outreach and community engagement, and final plan adoption.

DOWNTOWN SPECIFIC PLAN

This plan development is intended to run in parallel to the City's Downtown Specific Plan (DSP) that incorporates the downtown area only. The DSP will incorporate possible enhancement to land use, transportation planning, traffic engineering, landscape architecture, way finding, transportation equity, and connectivity within the DSP area and provide synergy between the DSP area, and the City's transportation network as depicted in this Streets Master Plan. The ultimate DSP will act as an overlay of this Streets Master Plan to coordinate any enhanced circulation and/or transportation improvements required by the opportunities and requirements of the DSP. The Public Works and Community Development Departments collaborated on both scopes of services for both the Streets Master Plan and the Downtown Specific Plan to ensure there was coordination and no duplication of efforts.

ABOUT TOOLE DESIGN

Toole Design is a leading firm in North America for multi-modal street design and planning and has successfully provided similar services to jurisdictions throughout California, including the Napa Valley. Toole Design was the firm that the City contracted with to complete technical elements of the Housing Element Update. As requested in the RFP, Toole Design has assembled a project team made up of the following additional partners; SERA Design for urban design and place making, BKF Engineers for utilities design and storm water services, Rincon Consultants for environmental regulations support, and Economic Planning Systems to look at current and future market trends.

Toole Design will be the lead firm and will manage all project partners and interface with the City's point-of-contact. Toole will also collaborate with the selected consultant to the Downtown Specific Plan project, who has some of the same sub-consultant partners.

Staff is confident that with the selection of Toole design, this project will reveal a visionary and actionable reimagining of St. Helena's streets and multi-modal transportation network.

Staff recommends adoption of a resolution authorizing execution of the Professional Services Agreement with Toole Design for a not-to-exceed cost of \$229,946, which includes a 15% contingency.

PROJECT SCHEDULE

If approved, this project would kick off in March of 2024, stakeholder outreach for the project should begin in spring, and the full project should be completed in approximately 11 months from kick off. The extensive project schedule is included in Attachment C: Toole Design Proposal, page 25.

ENVIRONMENTAL REVIEW: Not a CEQA Process

DOCUMENTS ATTACHMENTS:

[Resolution - Streets Master Plan PSA](#)
[20240227 PSA Tool Design SMP Combined](#)

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TOOLE DESIGN TO PREPARE A STREETS MASTER PLAN AS PART OF CAPITAL IMPROVEMENT PROGRAM PROJECT R24-01 FOR A NOT-TO-EXCEED COST OF \$229,946 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

RECITALS

WHEREAS, The Streets Master Plan is intended to incorporate complete and sustainable street approaches while evaluating connectivity and synergy with the City's existing transportation network to guide policy direction and investment toward improving circulation, public safety, and mobility for all users; and

WHEREAS, On November 21, 2023, the City released a Request for Proposals seeking a qualified consultant team to provide professional civil engineering, design, planning, traffic engineering, landscape architecture, way finding (to the downtown and points of interest, but not within the downtown), transportation equity, environmental clearance, and public outreach services to prepare a visionary, community-based, Streets Master Plan; and

WHEREAS, Proposals were due on December 21, 2023, and one proposal was received. Staff reviewed the proposal and declared it responsive; and

WHEREAS, On January 26, 2024, a selection panel interviewed members of Toole Design to discuss the proposal and concluded unanimously that the firm was capable of completing the project and therefore is requesting entering into a professional services agreement; and

WHEREAS, The structure of the Project will include a kick off meeting, work plan finalization, review of existing conditions, exploration of future growth and trends, working plan elements and topic areas, conducting technical studies, stakeholder outreach and community engagement, and final plan adoption; and

WHEREAS, Toole Design is the leading firm in North America for multi-modal street design and planning and has successfully provided similar services to jurisdictions throughout California, including in the Napa Valley; and

WHEREAS, Toole Design was the firm that the City contracted with to complete technical elements of the Housing Element Update; and

WHEREAS, Toole Design will be the lead manager firm and will manage all project partners and interface with the City's identified Point-of-Contact. Toole Design will also collaborate with the selected consultant to the Downtown Specific Plan project, who has some of the same sub-consultant partners.

RESOLUTION

**NOW, THEREFORE BE IT RESOLVED BY
THE CITY COUNCIL OF THE CITY OF ST.
HELENA AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby approves a Professional Services Agreement with Toole Design to prepare a Streets Master Plan, CIP Project S-29 for \$199,953 and authorize an additional 15% contingency for possible additional studies that may be required for a total not-to-exceed cost of \$229,946.

SECTION 3. Authorizes the City Manager to execute the agreements.

SECTION 4. Authorizes a budget transfer of \$29,946 from Traffic Mitigation Funds Fund 740 to Streets Capital Fund 741.

SECTION 5. Authorizes a budget increase to GL Accounts 740-40-00-29-99 and 741-39-98-00 each in the amount of \$29,946.

SECTION 6. Authorizes a budget increase to the Street CIP Project R24-01 and GL Account 741-50-14-31-10 in the amount of \$29,946 to cover the 15% contingency.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

Paul Jamison Dohring, Mayor Cindy
Tzaopoulos, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of February 27, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Toole Design a Limited Liability Corporation with its principal place of business at 8484 GEORGIA AVENUE, SUITE 800, SILVER SPRINGS, MD 20910 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Production of a Streets Master Plan (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$199,953. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term**

The term of this Agreement shall be from **February 27, 2024** to **February 26, 2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **Specific milestones or timelines for performance, are included in "Schedule" Exhibit C** The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **attached "Schedule" as Exhibit C**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that

affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Anju Palta as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Attn: Joseph Leach, Public Works Director

CONSULTANT:

Toole Design
1322 Webster St Suite 208
Oakland, CA 94612

Attn: Anju Palta

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND TOOLE DESIGN LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

Toole Design, LLC

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Cindy Tzafopoulos, City Clerk

EXHIBIT A**Scope of Services**

The Streets Master Plan will produce a conceptual design plan for the transportation network throughout the City, except the Downtown Specific Plan (DSP) area, with context sensitive pedestrian, bicyclist, and transit improvements. The design plans for major improvements shall be advanced to the preliminary stage and include preliminary cost estimates.

The consultant will provide professional services to accomplish all specified work tasks, plus all additional work tasks proposed by the consultant, leading to the preparation, submittal, approval, and adoption of the Streets Master Plan.

The consultant shall provide all required labor, equipment, tools, and facilities necessary to complete the required work as proposed in the following task areas as listed in the following pages in accordance with the following tasks:

Task 1: Project Kickoff and Work Plan Finalization**Task 2: Existing Conditions****Task 3: Future Growth and Trends****Task 4: Public and Stakeholder Engagement****Task 5: Plan Elements/Topic Areas****Task 6: Additional Technical Studies****Task 7: Final Plan Preparation and Plan Adoption.**



2

PROJECT APPROACH AND WORK PLAN

PROJECT UNDERSTANDING AND APPROACH

Streets make up the largest portion of the public realm in most communities. City streets set the tone for a place, supporting how people move, influencing where they shop and spend time, and shaping their impressions of a place. St. Helena has a rich history as the rural agricultural center of Napa Valley. Today, it is a wine industry hub and a major tourism center due to its world-class wine, culinary scene, and scenic topography. Nestled in the world-famous Napa Valley wine region and not far from San Francisco, St. Helena is a small-town refuge for its residents and wonderful destination for many visitors. While the City is small, encompassing only 4-square miles, it is a full-service City with 5,355 residents.

The City's existing transportation infrastructure and development pattern support a relatively walkable community and provide access to regional destinations. However, St. Helena faces challenges with its transportation infrastructure, including congestion along State Route 29, limited multimodal options for residents and visitors, and substandard intersection levels of service. The Streets Plan will enhance and supplement the City's circulation element goal of encouraging the development of a multimodal transportation network and supportive land use decisions to encourage alternative modes of transportation.

The focus of the Streets Plan is to develop an innovative, goal-based, action-oriented, and user-friendly blueprint to improve the City's transportation system, address key mobility needs, and provide improved travel options and high-quality services for residents and visitors. We recognize that St. Helena needs a results-oriented and experienced consultant partner to collaborate with and craft a plan that, when implemented, will achieve the City's objectives of planning for future transportation needs, including:

- Maintaining St. Helena's small-town atmosphere
- Aligning with and building upon recent policy and planning efforts
- Developing context- and mode-sensitive conceptual design plan for the City's transportation network (excluding the Downtown Specific Plan area)
- Improving circulation, public safety, and mobility for all users through a complete and sustainable street approach

- Providing critical links between all modes of transportation
- Planning for future City and regional growth

Toole Design works with community members to craft plans, recommendations, and planning processes that are of, by, and for the communities we serve. We will bring our multimodal, mobility, and transportation expertise to this project, translate community input into creative and innovative solutions that respond to the context, advance a more balanced transportation system, and set the stage for future growth and mobility needs in St. Helena and the region. We will actively collaborate with the City and its partners.

The core of our work will focus on creating an implementable transportation and mobility-focused plan for the City, which will include creative ways to imbed other opportunities like green infrastructure and placemaking strategies. We look forward to collaborating with the City and the community to focus on:

- Consciously planning for future growth and build-out based on the City's approved General Plan
- Understanding St. Helena's role in the region related to transportation and transit, congestion, highway expansion, jobs and housing, commuter trends, and vehicle miles traveled
- Enhancing quality of life by creating livable neighborhoods with improved health, safety, infrastructure, and traffic outcomes
- Increasing multimodal mobility options with an emphasis on safety and accessibility; addressing traffic needs, including congestion and intersection levels of service; and balancing the available transportation system
- Embracing emerging technology and behavior changes to improve connectivity and collaboration with local government
- Engaging the public equitably, inclusively, and innovatively to represent the diversity of the community
- Cultivating new—and strengthening existing—local and regional partnerships to improve communication, efficiency, and collaboration
- Developing strategic implementation criteria and develop conceptual plans for major improvements
- Evaluating existing evacuation routes and recommending improvements or alternative routes

WORK PLAN

The following work plan outlines the anticipated scope of work for the St. Helena Streets Plan. The Toole Design Team will build on the work the City has already undertaken to establish an environment for meaningful engagement and the creation of an innovative and implementable plan for the City of St. Helena.

While all tasks identified in the RFP have been addressed and accounted for, there are instances where new tasks have been added and some tasks and subtasks have been combined to increase efficiency and add innovative solutions. We understand our role as your partner, and we look forward to working with the City to refine this work plan as needed.

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

Toole Design will be responsible for ongoing and proactive project management to ensure efficient and effective staff, team, resource, and schedule management to deliver the Plan on time and on budget.

TASK 1.1: KICKOFF MEETING AND SITE VISIT

Our team will prepare for and actively participate in a project kickoff with City staff and any key stakeholders the City identifies. At this time, we will review the project workplan, budget, and schedule and discuss any revisions or updates deemed necessary for successful project delivery. We will discuss the team's wishes on project management items including communication protocols, consultant team and City staff roles, invoicing and progress reporting, file sharing, and data and information requests. We will review advisory and stakeholder group memberships and roles, prepared by City staff. We anticipate this to be an in-person meeting in St. Helena after which we will tour the study area with City staff. The study area tour will be a great opportunity to create a shared understanding of the opportunities, constraints, and key concerns or aspirations the project team has for the project. Our team will come prepared with some initial base maps and questions for the project team.

TASK 1.2: ONGOING PROJECT MANAGEMENT

Toole Design will manage the work activities included in this effort and maintain open lines of communication between the City, partners, and project team at all times. Following the kickoff meeting, we will draft a Project Management Plan (PMP) that specifies risk management and quality control strategies as well as expectations of City staff. The PMP will include a detailed project schedule identifying milestones and critical path items, as well as preferences and protocols for file sharing. Toole Design will plan and lead regular, recurring virtual meetings with the City at an agreed upon schedule. We recommend establishing a one hour bi-weekly (twice monthly) Project Management Team (PMT) check in to share progress, review the project schedule, and discuss upcoming deliverables. Notes summarizing each meeting will be shared with the PMT. Toole Design's teaming partners, SERA Design, BKF Engineers, EPS, and Rincon Consultants will attend these meetings on an as-needed basis. Meeting lengths will be adjusted to incorporate deliverable reviews when applicable. To preserve the budget, bi-weekly meetings will be canceled with the approval of the City if there are no items of note to discuss. Given the anticipated project schedule, we anticipate a total of 24 meetings.

TASK 1 DELIVERABLES:

- Project Management Plan
- Refined work plan, project schedule, and budget
- Bi-weekly PMT meetings including agendas, summary notes, and action item tracking log
- Monthly invoices and progress reports (digital)

TASK 2: EXISTING CONDITIONS AND TECHNICAL STUDIES

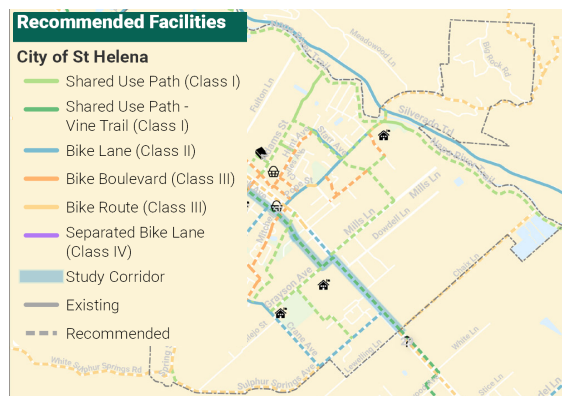
Shortly after project kickoff, the Toole Design Team will begin work on reviewing and synthesizing existing conditions and past planning efforts. The Toole Design Team is not starting this planning process from scratch but is building on the foundation of previous planning and implementation efforts. We will lead the tasks described below to achieve a thorough understanding of existing conditions, opportunities, constraints, and challenges in St. Helena.

TASK 2.1: REVIEW OF COMMUNITY CONDITIONS AND TRENDS

Toole Design will review the existing plans and resources listed in the RFP, including but not limited to: the General Plan and Circulation Element, Active Transportation Plan/Safe Routes to School Plan, Walk Audit Report (Safe Routes Napa County), Parking Study, Hunter Subdivision certified Environmental Impact Report, Farmstead at Long Meadow Ranch Initial Study, Napa Valley Vine Trail Preferred Alternative, Highway 29 Specific Plan, City Truck Route, and the Adopted five-year CIP. The Toole Design Team will request additional data that is not publicly available via a data acquisition request memo. We will identify and synthesize relevant county or regional efforts likely to influence the Plan. We recognize the City's incredible past efforts, and we will leverage all past work to efficiently inform the project team and this current effort. We will summarize previous planning efforts and guiding documents in an easy-to-read matrix that highlights how goals, objectives, and recommendations influence the project study area. This task will include small group or one-on-one stakeholder meetings with City staff, local developers, architects, and community members to review existing conditions, development constraints, underutilized sites, and vacancy rates in commercial buildings downtown.

TASK 2.2: PREPARE BASE MAPS

The Toole Design Team will prepare a series of scaled base maps to be used throughout the project. Our team will work with the City and others to acquire readily available GIS data, as-builts, existing applicable CADD files, aerial imagery, and any other materials available from the City or previous planning efforts. Our team will create a list of anticipated base maps and circulate the list with City staff for feedback before proceeding. The base maps will provide a shared understanding of the scale, size, and content study area that will be used for project meetings and engagement opportunities (e.g., public meetings, workshops, and technical work and concept designs). As applicable, we will leverage data and previous analyses conducted during our work on the 2019 Napa Countywide Bicycle Plan, which included St. Helena.



Toole Design completed the 2019 Napa Countywide Bicycle Plan, including analysis and recommendations for St. Helena. As a result, we have a knowledge of existing challenges, opportunities, and areas to address for the Street Plan.

TASK 2.3: TECHNICAL STUDIES

In addition to the review of existing plans and resources, the Toole Design Team will complete four technical studies to inform the Streets Plan. The technical studies (originally included as Task 6 of the City's RFP) will include:

- Existing Market Conditions and Economic Forces
- Multimodal Circulation Patterns
- Stormwater Infrastructure and Utilities
- Environmental Documentation

Conducting most of these studies as part of the the existing conditions analysis will allow the project team to identify significant challenges and opportunities early in the planning process so there are no "surprises" at the draft plan stage. All technical studies will include a review and analysis of existing conditions based on previous planning efforts and will present findings and initial strategies to address constraints and challenges. The developed strategies will inform the strategies included in the draft and final plan.

Rincon Consultants will review the Streets Plan as early as possible to advise on CEQA options. Based on our understanding of the goals and potential scope of the Streets Plan, the appropriate CEQA documentation may be a statutory or categorical exemption.

TASK 2.4: EXISTING CONDITIONS REPORT

Toole Design will prepare an Existing Conditions Report that clearly communicates our assessment of opportunities, constraints, and challenges. In all our projects we approach interim deliverables like this Existing Conditions Report with a mind and eye for how it will be incorporated into the final Streets Plan to create efficiencies and set the stage for the recommendations and strategies. The Existing Conditions Report will be a succinct technical report, with an emphasis on visual and map-based products. This will help focus our efforts on storytelling and summarizing the key takeaways from the existing conditions evaluation component.

TASK 2 DELIVERABLES:

- Existing conditions data acquisition request memo summarizing all data, information, and plans requested for the existing conditions analysis
- Existing conditions analysis including stakeholder consultation
- List of base maps, base map digital files, plotted base maps
- Existing Conditions Report summarizing existing conditions, constraints and opportunities
- Four Technical Studies/Analyses

TASK 3: FUTURE GROWTH AND TRENDS

Toole Design's subconsultant, EPS, will lead a review of future growth and trends related to population, land use, transportation, economic conditions, and infrastructure. This review will help to develop and refine the plan's vision, goals, and objectives. Projections from this task will help tailor the Streets Plan's approach to best serving St. Helena over the next 25 years.

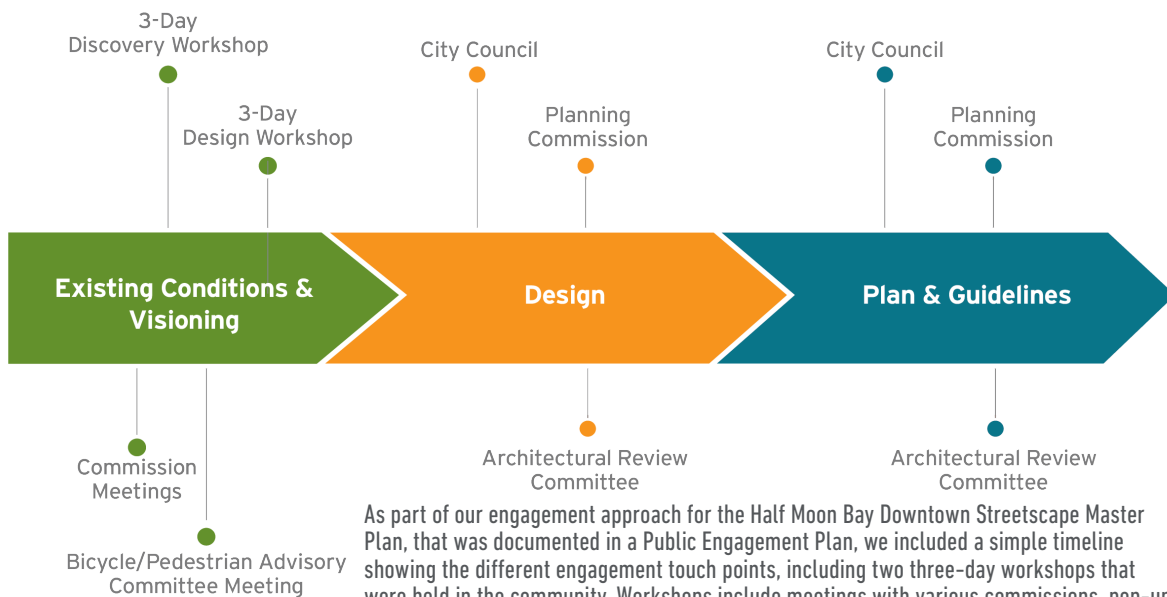
By creating a parallel team for both the Streets Plan and Downtown Specific Plan, the Future Growth and Trends Technical Analysis will be completed once for both projects, saving time, budget, and additional resources.

TASK 3.1: FUTURE GROWTH AND TRENDS TECHNICAL ANALYSIS

This technical analysis will include a preliminary set of projections related to population, land use, transportation, economic positioning, and infrastructure. Future growth and buildout identified in the City's General Plan will inform this analysis, as will other previous planning efforts and available data.

TASK 3 DELIVERABLES:

- Future Growth and Trends Technical Analysis Report



TASK 4: PUBLIC AND STAKEHOLDER ENGAGEMENT

At Toole Design, we take community engagement as seriously as our technical work. Our experience is that the most successful projects are those where the process is open, transparent, and clear. When planning meetings and events, we focus on engaging people who typically do not participate in transportation planning projects—women, teens, people in low-income communities, seniors, and members of culturally and linguistically diverse communities. We are adept at tailoring messaging and outreach to be sensitive and responsive to multicultural audiences, and we provide multiple ways to engage. The Toole Design Team will collaborate with City staff to develop a public outreach strategy that includes multiple opportunities for people to participate, targets historically underrepresented groups, applies lessons learned from City engagement efforts, and leverages ongoing and recent work.

TASK 4.1: PUBLIC ENGAGEMENT PLAN

After the kickoff meeting, Toole Design will draft a Public Engagement Plan (PEP) that will outline our approach to outreach and publicity, engagement, public and stakeholder involvement, and design workshops and meetings. The PEP will guide the public involvement process and include specific strategies to engage individuals and populations that are traditionally underserved and underrepresented in planning and design processes. The PEP will include a schedule and timeline of anticipated engagement activities.

Nearly all of our projects start out with a detailed PEP that includes anticipated goals and outcomes of engagement and detail on the how and when we will engage with the community in the various types of formats. This will include engagement touch points articulated in the RFP such as community open houses and workshops, focus groups, a project steering committee, pop-up events, City Council work sessions, and community surveys.

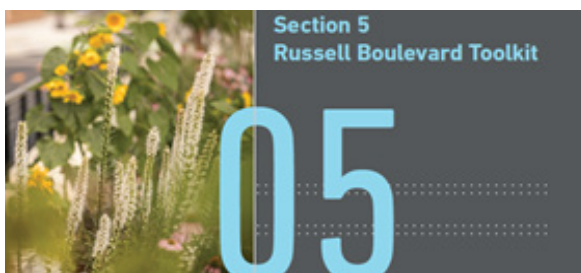
An efficient and cost effective way to engage with the community—in an open, transparent way—is to host a multi-day charrette or design workshop. This allows our team to listen to the community and craft solutions in real time. Principal-in-Charge Cindy Zerger has led numerous charrettes throughout California.

TASK 4.2: ENGAGEMENT

Based on the engagement goals, desired outcomes, tools and techniques we develop as part of the PEP, Toole Design and its project partners will create all materials, organize, and facilitate engagement opportunities in St. Helena. We anticipate the consultant team will be in St. Helena conducting in-person engagement activities up to three times over the project. This may be supplemented by virtual engagement opportunities such as surveys and attendance at Council or Commission meetings.

TASK 4.3: COMMUNITY ENGAGEMENT SUMMARY MEMO

At the conclusion of each engagement activity, Toole Design will summarize the engagement process and feedback received. This content will be written in a format that can form the basis of the overall Engagement Summary Memo and be directly included in the final Streets Plan.



Topic-based toolkits can be a valuable, actionable tool for implementation. This toolkit for the City of Davis provides recommendations for a multimodal, green infrastructure, and placemaking typical treatments in a given street context.



TASK 4 DELIVERABLES:

- Public Engagement Plan
- Materials for engagement activities, including but not limited to: flyers, presentations, boards, posters
- Engagement Summary Memo
- Organizing and facilitating engagement opportunities including: up to two- to three-day charrettes or design workshops including community pop-up events, evening workshops or open house sessions, focus group meetings, and council work sessions

WHY A CHARRETTE?

The success of the charrette process is due to several of its inherent features:

- Openness and Participation** – Stakeholders, designers, and officials are in direct contact with each other, and resolve issues readily and openly, rather than through protracted channels of communication.
- Understanding and Appreciation** – The charrette process sets the course for a common understanding of the challenges at hand and the potential solutions. Charrette participants quickly gain an appreciation of different perspectives, and our team helps them to focus on constructive solutions of lasting value.
- Efficiency and Collaboration** – Assembling the talent (design team, City officials, stakeholders, etc.) in a highly focused effort produces a high level of concentration and productivity.
- Community Ownership** – City officials and stakeholders are an integral part of the charrette process, they develop ownership in the results. This increases the momentum behind the effort and the probability of successful implementation.
- Brevity and Finality** – A deadline for reaching a conclusion is a major factor in resolving difficult issues. Findings and recommendations are developed collaboratively and with short feedback loops.

	TUES 9/12	WEDS 9/13		THURS 9/14	
9:00 AM	prep time for design team	Focus Group Discussions	Open Design Studio (9-12pm)	Focus Group Discussions	Open Design Studio (9-12pm)
10:00 AM	ALAS Staff Meeting				
11:00 AM	Community Stakeholder Group (CSG)				
12:00 PM	Working Lunch	lunch		lunch	
	prep time for design team				
1:00 PM	Focus Group Discussions	Focus Group Discussions	Open Design Studio (1-5pm)	Focus Group Discussions	Open Design Studio (1-5pm)
2:00 PM					
3:00 PM					
4:00 PM	closed studio / prep time for design team	closed studio / prep time for design team	closed studio / prep time for design team	closed studio / prep time for design team	closed studio / prep time for design team
5:00 PM					
6:00 PM					
7:00 PM	Planning Commission and Architectural Advisory Committee (ACC) Meeting (7-9pm)	Public Meeting (6-8pm)		Special Session BPAC and Parks & Recreation Commission (6:30-9:30pm)	
8:00 PM		closed studio / prep time for design team			

An example Discovery Workshop schedule that includes key opportunities to engage with the public, stakeholders, and specific community committees and commissions.

TASK 5: PLAN ELEMENTS/ TOPIC AREAS

Based on the agreed upon work plan in Task 1, Toole Design will develop an initial draft plan outline for review by the City that includes plan elements/topic areas as outlined in the RFP. We propose addressing some of these elements and topic areas by developing toolkits that will be incorporated into the Final Plan but can also stand alone as reference documents for staff and stakeholders. These include:

- Multimodal Mobility Toolkit
- Green Infrastructure Toolkit
- Urban Design and Placemaking Toolkit

Toolkits will include best practices, guidelines, and recommendations for achieving desired outcomes. Some plan elements/topic areas will be addressed in each of the Toolkits, including equity and accessibility, implementation and phasing, funding strategies, and ongoing maintenance, safety, and operations. We will confirm the list of plan components/topic areas in collaboration with City staff and based on the agreed upon work plan in Task 1.

TASK 5.1: DRAFT PLAN OUTLINE

Based on the agreed upon Task 1 work plan, Toole Design will develop an initial draft plan outline for review by the City. The outline will serve as a high-level overview of what will be included in each section of the Plan. We anticipate City staff will collect, review, and provide a single set of comments to our team. Based on this consolidated feedback, we will make one round of revisions to the draft outline.

TASK 5.2: MULTIMODAL MOBILITY TOOLKIT

The Multimodal Mobility Toolkit will include best practices, guidelines, and recommendations for the following topic areas:

- Complete Streets Design
- Equity and Accessibility
- Funding Strategies
- Implementation and Phasing
- Ongoing Maintenance and Safety
- Ongoing Operations
- Right-of-way Requirements
- Transportation, Infrastructure, Circulation, and Parking

TASK 5.3: GREEN INFRASTRUCTURE TOOLKIT

The Green Infrastructure Toolkit will include best practices, guidelines, and recommendations for the following topic areas:

- Equity and Accessibility
- Funding Strategies
- Implementation and Phasing
- Ongoing Maintenance and Safety
- Ongoing Operations
- Stormwater Management and Green Infrastructure
- Sustainability and Resiliency

TASK 5.4: URBAN DESIGN AND PLACEMAKING TOOLKIT

The Multimodal Mobility Toolkit will include best practices, guidelines, and recommendations for the following topic areas:

- Complete Streets Design
- Economic Development
- Equity and Accessibility
- Funding Strategies
- Historic Resources
- Housing
- Implementation and Phasing
- Ongoing Maintenance and Safety
- Ongoing Operations
- Public Art
- Streetscape Design and Amenities
- View Corridors

TASK 5 DELIVERABLES:

- Draft and final Streets Plan outline
- Draft Plan Toolkits: Multimodal Mobility, Green Infrastructure, and Urban Design and Placemaking

TASK 6: FINAL PLAN PREPARATION

The Toole Design Team works with the final deliverable in mind during earlier tasks. As a result, interim deliverables and products such as existing conditions and technical analyses are of such a quality that they can be included in the Plan.

The Streets Plan will be concise and highly illustrative, focusing on documenting the engagement process and outcomes and communicating design concepts, network guidelines, planning-level cost estimates, potential funding sources, and suggested project phasing. As stated and described in Task 5, corresponding Toolkits will be included as part of the final plan.

TASK 6.1: PREPARE AND DISTRIBUTE DRAFT PLAN

The Toole Design Team will prepare an initial draft plan for review by the City. We anticipate City staff will collect, review, and provide a single set of comments to our team. Based on this consolidated feedback, we will make one round of revisions to the draft plan.

TASK 6.2: DRAFT PLAN REVIEW AND REVISION

After all revisions are made on the draft plan, the Toole Design Team will provide an updated Plan for a final review and comment by City staff. The Toole Design Team will revise the draft plan based upon one set of consolidated, non-conflicting comments. If public comment is desired during this task (or Task 4.2), we recommend using an online PDF commenting tool to collect public feedback. We have found this an effective tool to collect public feedback on plan documents. Comments are consolidated into one spreadsheet for the project team to track. Additionally, participants can see other public comments which can be valuable for project transparency and community support. If there are fatal flaws or critical items to address based on public review, we will work with the City to identify necessary changes and make one final revision to the document.

TASK 6.3: FINAL STREETS PLAN AND PLAN PRESENTATION MATERIALS

The final plan will serve as a record of the project process, but most importantly equip the City to apply for potential funding mechanisms and grant opportunities (e.g., EPA grants, Federal implementation grants administered by Caltrans). The final plan will be provided as a high-resolution PDF as well as all working files (e.g., InDesign files, high quality illustrative files) so the City has a complete record of all project information and can use them appropriately in future grant application processes.

TASK 6 DELIVERABLES:

- Draft plan (up to two revisions)
- Final plan
- Online PDF commenting tool for public feedback on draft plan (Optional)
- Final plan (high resolution PDF and source files)

TASK 7: PLAN ADOPTION

Toole Design is committed to ensuring the final plan is complete to allow for time and effort to present to the public, boards (as necessary), and commissions leading up adoption by City Council prior to January 2025. In addition to the final plan, the Toole Design Team will develop a PowerPoint presentation that summarizes the planning process and Plan content for Planning Commission and City Council Meetings.

TASK 7.1: PREPARE AND DISTRIBUTE FINAL ADOPTED PLAN

Toole Design will work closely with City staff to review and meaningfully address public and stakeholder comments. We will document public comment review and proceed into production of the final adoption-ready plan. We will work with City staff to ensure all documents meet City standards and, following adoption, will develop a fully accessible PDF of the final plan.

TASK 7 DELIVERABLES:

- Digital presentation materials for boards, commission, and Council Meetings
- PDF Plan

EXHIBIT B

Cost Proposal

Consultant will invoice City on a monthly cycle according to the costs and tasks on the following page. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task and subtask. Each invoice will include the Project Number S-29, the Purchase Order Number (to be provided after contract is approved), the total amount invoiced during the billing period period, the total amount invoiced to date, and the remaining amount available to charge to this project. Consultant will, prior to beginning any out-of-scope work, obtain written permission from the City for any additional work to be performed by the Consultant. This is a time-and-materials contract.

COST PROPOSAL

Toole Design is pleased to present our costproposal for the Streets Plan. Our general approach to allocating funds was to identify the staff member best suited for completing a task given their skill set and experience, and then estimate of the necessary level of effort for that task while being as cost effective as possible. However, we are flexible and would like to finalize these figures in collaboration with City of St. Helena.

TASK	Cindy Zenger Principal-in-Charge	Ellie Fiore QA/QC Lead	Anju Palta Project Manager	Sara Rauwolf Project Engineer	Erin Williams Graphic Designer	Niharika Kannan Urban Designer	Ellie Gertler Planner	Toole Design Subtotal	SERA Subtotal	BKF Subtotal	Rincon Subtotal	EPS Subtotal	SUBTOTAL
1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION													\$18,441
1.1: Kickoff Meeting and Site Visit	12	-	12	-	-	-	-	\$5,232	-	-	-	-	\$5,232
1.2: Ongoing Project Management	2	-	36	-	-	-	24	\$9,732	\$900	\$1,124	\$428	\$1,025	\$13,209
2: EXISTING CONDITIONS AND TECHNICAL STUDIES													\$50,990
2.1: Review of Community Conditions and Trends	-	-	-	-	-	-	-	-	\$450	-	-	-	\$450
2.2: Prepare Base Maps	-	-	12	8	-	16	-	\$5,608	-	-	-	-	\$5,608
2.3: Existing Conditions Report	-	2	16	16	8	-	32	\$11,692	\$1,350	\$5,924	-	\$1,570	\$20,536
2.4: Technical Studies	2	2	24	-	-	-	-	\$5,032	-	\$7,428	\$4,936	\$7,000	\$24,396
3: FUTURE GROWTH AND TRENDS													\$9,472
3.1: Future Growth and Trends Technical Analysis	-	2	4	-	-	-	-	\$1,172	\$900	-	-	-	\$9,472
4: PUBLIC AND STAKEHOLDER ENGAGEMENT													\$44,130
4.1: Public Engagement Plan	2	-	4	-	-	-	16	\$3,348	-	-	-	-	\$3,348
4.2: Engagement	30	-	60	60	-	-	60	\$36,420	\$1,350	-	-	-	\$36,420
4.3: Community Engagement Summary Memo	-	-	2	-	-	-	20	\$3,012	-	-	-	-	\$3,012
5: PLAN ELEMENTS/TOPIC AREAS													\$27,276
5.1: Draft Outline	-	2	8	-	-	-	-	\$1,836	-	-	-	-	\$1,836
5.2: Multimodal Mobility Toolkit	2	2	-	32	-	-	-	\$6,552	\$2,700	-	-	-	\$9,252
5.3: Green Infrastructure Toolkit	2	2	-	-	-	32	-	\$5,528	\$2,700	-	-	-	\$8,228
5.4: Urban Design and Placemaking Toolkit	4	2	12	-	-	12	-	\$5,260	\$2,700	-	-	-	\$7,960
6: FINAL PLAN PREPARATION													\$39,288
6.1: Prepare and Distribute Draft Plan	-	8	24	-	8	40	32	\$17,392	\$5,400	\$5,202	-	\$2,180	\$30,174
6.2: Draft Plan Review and Revision	2	4	-	-	-	20	-	\$4,356	\$1,350	-	-	\$680	\$6,386
6.3: Final Streets Plan and Plan Presentation Materials	2	2	-	-	-	12	-	\$2,728	-	-	-	-	\$2,728
7: FINAL PLAN PREPARATION													\$2,376
7.1: Prepare and Distribute Final Adopted Plan	2	2	8	-	-	-	-	\$2,376	-	-	-	-	\$2,376
Subtotal Hours	62	28	218	116	16	132	184	762	88	95	26	-	967
Subtotal Cost	\$16,740	\$7,620	\$36,852	\$19,952	\$2,976	\$18,480	\$24,656	\$127,276	\$19,800	\$19,678	\$5,364	\$19,855	\$191,973
Direct Expenses													\$7,980
TOTAL COST													\$199,953

EXHIBIT C

Schedule

SCHEDULE

Toole Design is ready and available to launch and execute this project. We are committed to meeting or exceeding the City of St. Helena's expectations for this project in a timely manner, and we will commit our staff and resources throughout this project. This schedule demonstrates Toole Design's proposed timeline for completion of the Streets Plan, based on an early February project launch.

[illegible]

- Project Management Team Meeting
- Draft or final major deliverable
- ◆ Three-day charrette
- City review period



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	March 12, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and approval of a resolution authorizing (1) a temporary closure of Adams Street on Saturday, May 4, 2024, from 6:00 a.m. to 6:00 p.m.; and (2) mobile food vendors to park and operate on Library Lane during the car show event.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Authorize the road closure of Adams Street and allow for mobile food vendors to park and operate on Library Lane for the Rianda House Car Show.
FINANCIAL IMPACT:	The Financial Impact is a loss of \$1,300 in General Fund Revenues for a fee waiver request the applicant submitted to waive for an encroachment permit fee and road closure fee.

BACKGROUND:

The Rianda House Car Show is presented by the Gunilda Rianda Senior Center Association ("Rianda House") for the purposes of raising awareness of the needs of older adults in the community and raising funds to support Rianda House's programs and services.

The event will require the temporary closure of Adams Street east of Library Lane to the dead end. The closure will occur from 6:00 a.m. to 6:00 p.m. on Saturday, May 4, 2024, with the event itself taking place from 10:00 a.m. to 4:00 p.m. The closure will allow for the event, which is planned to display 75 classic cars and vintage trucks, as well as set-up and clean-up of the event. Additionally, it will allow for mobile food vendors to operate on Library Lane during the event.

DISCUSSION:

Rianda House will be taking the lead on communicating and coordinating with all residences and businesses within a 1,000-foot radius of the of the road closure, per the conditions of the road closure form, and will coordinate to ensure alternate access for any commercial driveways affected by the closure.

The event will include mobile food vendors to occupy approximately 6 parking spaces on Library Lane, while still allowing the public access to businesses on Library Lane during the event. The food vendors will be blocked off with delineators and caution tape to contain pedestrians on the sidewalk and away from traffic on Library Lane.

There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the closed portion of Adams Street for the actual event. The registration table will be set up shortly past the barricades where an entrance fee will be taken, and identification wrist bands will be handed out. The entrance fee has not yet been determined. Rented restrooms and trash cans will be placed at either end of the closed portion of Adams Street. Vehicles in the car show will be lined up along the closed portion of Adams Street.

Members of the Rianda House team are working to secure sponsors from local businesses and will begin advertising the show 45 days in advance.

The event will require a permit from the Police Department if amplified music is being utilized and will require security should the gathering be planned for an excess of 250 people.

The event organizers will continue to coordinate and update City staff members from the Police and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Resolution - 2024 Rianda House Car Show](#)
[Road Closure Form](#)
[Encroachment Permit Application](#)
[Site Plan](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVING (1) A TEMPORARY CLOSURE OF ADAMS STREET ON SATURDAY, MAY 4, 2024, FROM 6:00 A.M. TO 6:00 P.M. FOR THE RIANDA HOUSE CAR SHOW AND (2) APPROVAL OF MOBILE FOOD VENDORS TO PARK AND OPERATE ON LIBRARY LANE DURING THE RIANDA HOUSE CAR SHOW EVENT.

RECITALS

- A. Rianda House Senior Activity Center is planning the Rianda House Car Show to bring the community together for the purpose of raising awareness of the needs of older adults in the community and raising funds to support Rianda House's programs and services;
- B. The St. Helena Public Works Department has requested temporary closure of Adams Street from east of Library Lane to the dead end of Adams Street for the event;
- C. Closure of the City street in the area will provide space for event activities;
- D. A request has been made by Rianda House for mobile food vendors to park and operate on Library Lane during the event;
- E. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Rianda House Car Show outweigh

the anticipated inconvenience to the neighborhood and citizens, and authorize closure of Adams Street from east of Library Lane to the dead end of Adams Street on Saturday, May 4, 2024, from 6:00 a.m. to 6:00 p.m.

- 2. Mobile food vendors are permitted to park and operate on Library Lane while the event takes place.
- 3. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.
- 4. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Paul Dohring:	_____
Vice Mayor Eric Hall:	_____
Council Member Anna Chouteau:	_____
Council Member Patrick Kenealy	_____
Council Member Billy Summers:	_____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



ROAD CLOSURE REQUEST FORM

City of St. Helena – Department of Public Works
1088 College Avenue, St. Helena, CA 94574
Phone: (707) 968-2658 | Email: rwhite@cityofstheleena.org

Related to Encroachment Permit
Number: _____

SITE ADDRESS <i>LIBRARY LANE + ADAMS EAST from</i>		SCOPE OF WORK <i>ONE DAY CAR SHOW</i>	
JUSTIFICATION FOR ROAD CLOSURE <i>Found Ranger for Rinda House</i>			
ROAD CLOSURE DATE(S) <i>5/4/24</i>		ROAD CLOSURE TIMES (SEE NOTE 1) <i>6 AM to 6 PM</i>	
APPLICANT		CONTRACTOR	
Name <i>John B. Muhlner</i>		Company Name	
Phone <i>707-634-3336</i>	Email <i>JBMuhlner@earthlink.net</i>	Emergency Contact Name	Emergency Phone

This form is a supplemental document to the City issued Encroachment permit. By signing, I agree to accept and abide by the provisions of the applicable ordinances of the City of St. Helena and this form:

Signature of Applicant

Date

CONDITIONS OF APPROVAL

- 1.) Road closure hours are permitted on residential roads between 9:00 am and 4:00 pm, weekdays only and excluding holidays, unless otherwise noted. Road closures on arterials and collectors, if approved, are subject to stricter requirements.
- 2.) A site-specific traffic control plan and pedestrian control plan must be submitted
- 3.) 12-day written notice to the City Manager, Director of Public Works/City Engineer, Fire Chief, and Police Chief for review and approval.
- 4.) 10-day written notification of affected residents and businesses within a 1000' radius of the proposed work.
- 5.) 72-hour phone notification to the affected residents and businesses
- 6.) Contractor shall contact the following emergency services 72-hours (3 days) prior to street closure.
 - ☐ St. Helena Police Department: (707) 967-2850
 - ☐ St. Helena Fire Department: (707) 967-2880 ext. 638 or (707) 312-3321
 - ☐ Upper Valley Disposal: (707) 963-7988 (If closure is on Tuesday or Wednesday)
 - ☐ AMR: (707) 501-5280
 - ☐ Napa County Roads: Stephen.stangland@countyofnapa.org
 - ☐ Napa Sheriff: (707) 253-4440
 - ☐ CHP: (707) 253-4906
 - ☐ Caltrans: (707) 253-4919
 - ☐ CalFire: (707) 967-1490
 - ☐ SHUSD Superintendent (if work being performed is within a block of any school): (707) 967-2708
- 7.) Contractor shall notify Public Works at the commencement of the road closure at rwhite@cityofstheleena.org or (707) 968-2658.
- 8.) Contractor shall provide access for emergency vehicles at all times.

Revised 01/2024

9.) Contractor shall use Nixle and place SMS boards one in each direction of travel at the two closest intersections, 72-hours in advance for notification of work as follow:

<u>(INSERT STREET NAME)</u> WILL BE CLOSED FOR <u>(INSERT PURPOSE)</u> ON THESE DATES: <u>(INSERT APPROVED DATES)</u> FROM <u>(INSERT APPROVED WORK HOURS)</u> <u>(INSERT CONTRACTOR'S NAME AND PHONE#)</u>
--

Director of Public Works/City Engineer Approval Signature:	Date:
Public Works Operations Approval Signature:	Date:
Police Chief Approval Signature:	Date:
Fire Chief Approval Signature:	Date:

ENCROACHMENT PERMIT APPLICATION

Public Works Department
1088 College Avenue
St. Helena, CA 94574
pwpermits@cityofstheleena.org



OFFICE USE ONLY

Encroachment Permit #: _____

Expiration Date: _____

For Additional Information, or Forms and Documents Please Visit the Public Works Website @ <http://www.cityofstheleena.org/publicworks>

Property and Work Description

Site Address: On Adams from library lane East To The End.

Related Building Permit Number Work/Event Description: See Attached

DIAGRAM OF PROPOSED ACTIVITY *attach additional sheet if necessary*

See ATTACHED

Estimated Start Date 6:00 AM 5/4/24

Estimated Completion Date 6:00 PM

Property Owner |

Owner Name: CITY OF ST. HELENA

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

Contractor/Applicant

All communication from our office will be made to this person via email

Company Name: Rianda House Contact Name: _____

Contractor License#: _____ Expires: _____

City of St. Helena Business License #: _____ Expires: _____

Address: 1475 MAIN STREET

City: St. Helena State: CA Zip: 94574

Email: BEND RAMPHOUSE.ORG Phone #: 707 963 8555^L

Applicant Check Off List Permit fees are due at the time of application and are NON REFUNDABLE . Completed Applications MUST be emailed to PWPERMITS@CITYOFSTHELENA.ORG Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.							
Check Off Major \$750.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans USA Tag # Conditions: _____ _____ Standards Attached: _____ Street Supervisor Approval Signature: _____ Date: _____ Utilities Supervisor Approval Signature: _____ Date: _____ Trees Supervisor Approval Signature: _____ Date: _____	Check Off Minor \$550.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans						
Minimum Insurance Requirements; <table style="width: 100%;"> <tr> <td style="width: 20%;">General Liability</td> <td>Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate</td> </tr> <tr> <td>Auto Liability</td> <td>Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage</td> </tr> <tr> <td>Workers Comp</td> <td>Major/Minor Permit 2 Million per Injury</td> </tr> </table> <i>Special Circumstances May Arise Which Could Cause Changes to These Guidelines</i> Attach Certificate of Insurance (COI) AND Endorsements The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."		General Liability	Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate	Auto Liability	Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage	Workers Comp	Major/Minor Permit 2 Million per Injury
General Liability	Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate						
Auto Liability	Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage						
Workers Comp	Major/Minor Permit 2 Million per Injury						
Disclosure Statement NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection. Permit fees are due at the time of application and are NON REFUNDABLE . Incomplete submittals will not be accepted. I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS. I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.							
Signature: _____ Date: <u>2/20/24</u> ☐ Owner ☐ Contractor							

City of St Helena Encroachment Permit

2

DTD 12/27/23

GENERAL PERMIT REGULATIONS

NOTE: ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL

1. Work done under this Permit shall be in accordance with the City Standards of the Department of Public Works, State of California, Division of Highways, the Municipal Code and specifications and the provisions enumerated herein.
2. Applicants must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this Permit/Contract shall be null and void.
3. Authorizations for any installation granted by virtue of this permit/contract are revocable at any time.
4. Maintenance of the encroachment is strictly the responsibility of the Permittee.
5. Should construction, reconstruction or maintenance work on the highway be required, any installation authorized by this Permit shall, upon order of the Director of Public Works, be promptly removed or relocated by and at the expense of the Permittee.
6. The Permittee shall provide, erect and maintain all warning signs, lights, barriers or other devices necessary for the protection of the public.
7. During work on city streets at least one 12-foot wide traffic lane shall be open at all times unless otherwise specifically authorized.
8. Existing drainage conditions must be provided for in every instance. Nothing contained herein shall be construed as relieving the Permittee of responsibility.
9. There shall be a minimum of thirty (30) inches of cover over all pipes or conduits installed except as may be specifically authorized by the Permit.
10. Permittee shall notify the Department of Public Works three (3) days prior to the commencement of any work authorized by this Permit.
11. Insurance is required as set forth in the attached document.
12. The Permittee shall obtain a special permission from the Public Works Director if working or operating machinery outside the standard construction hours of 8:00 AM to 5:00 PM, or Sundays and Holidays.

RIANDAHOUSE CARSHOW FUNDRAISER SITE PLAN

Not to Scale

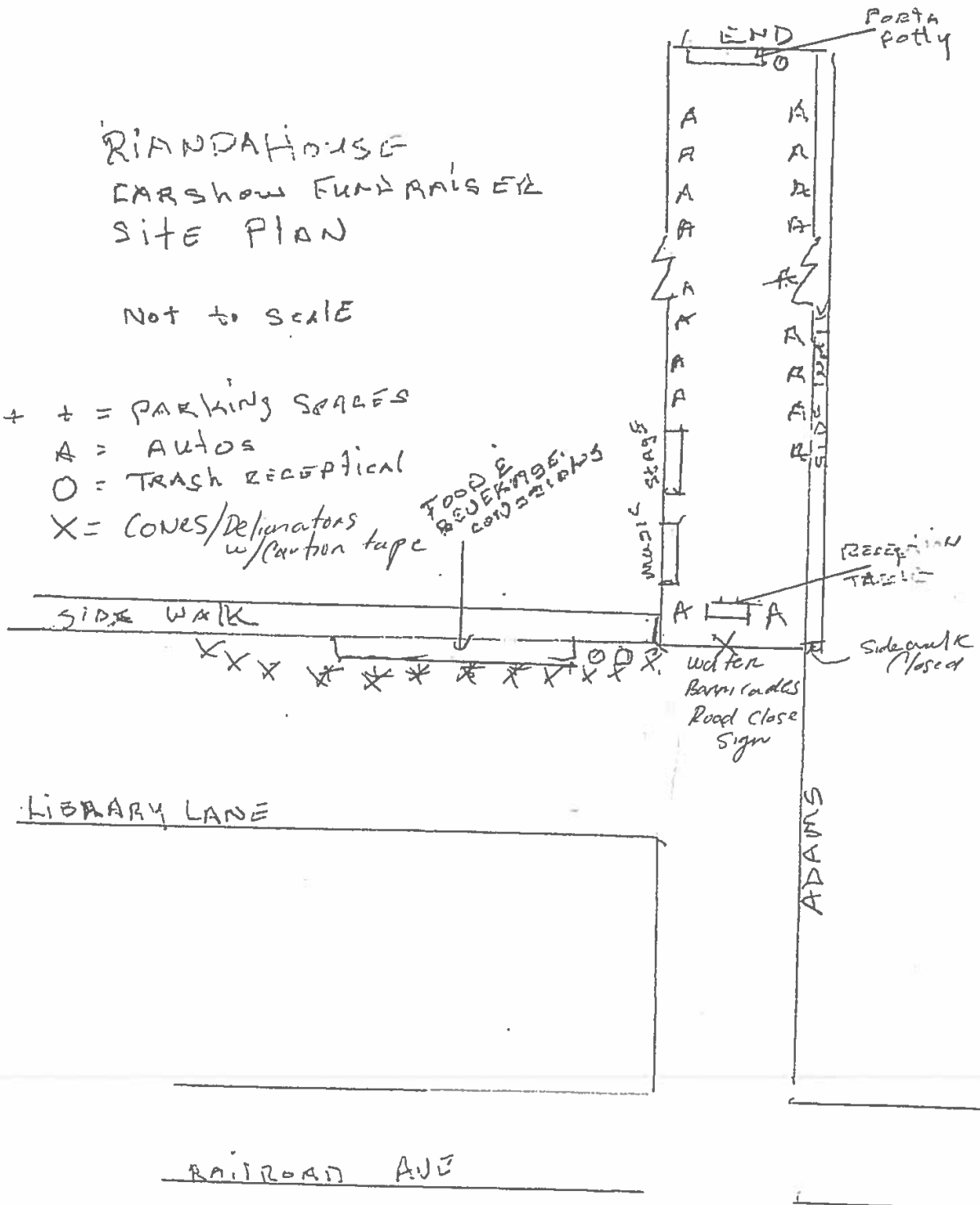
+ + = PARKING SPACES

A = AUTOS

O = TRASH RECEPTAL

X = CONES/Delimiters
w/ caution tape

FOOD &
BEVERAGE
CONSIGNERS



RIANDAHOUSE CARSHOW FUNDRAISER SITE PLAN

Not to Scale

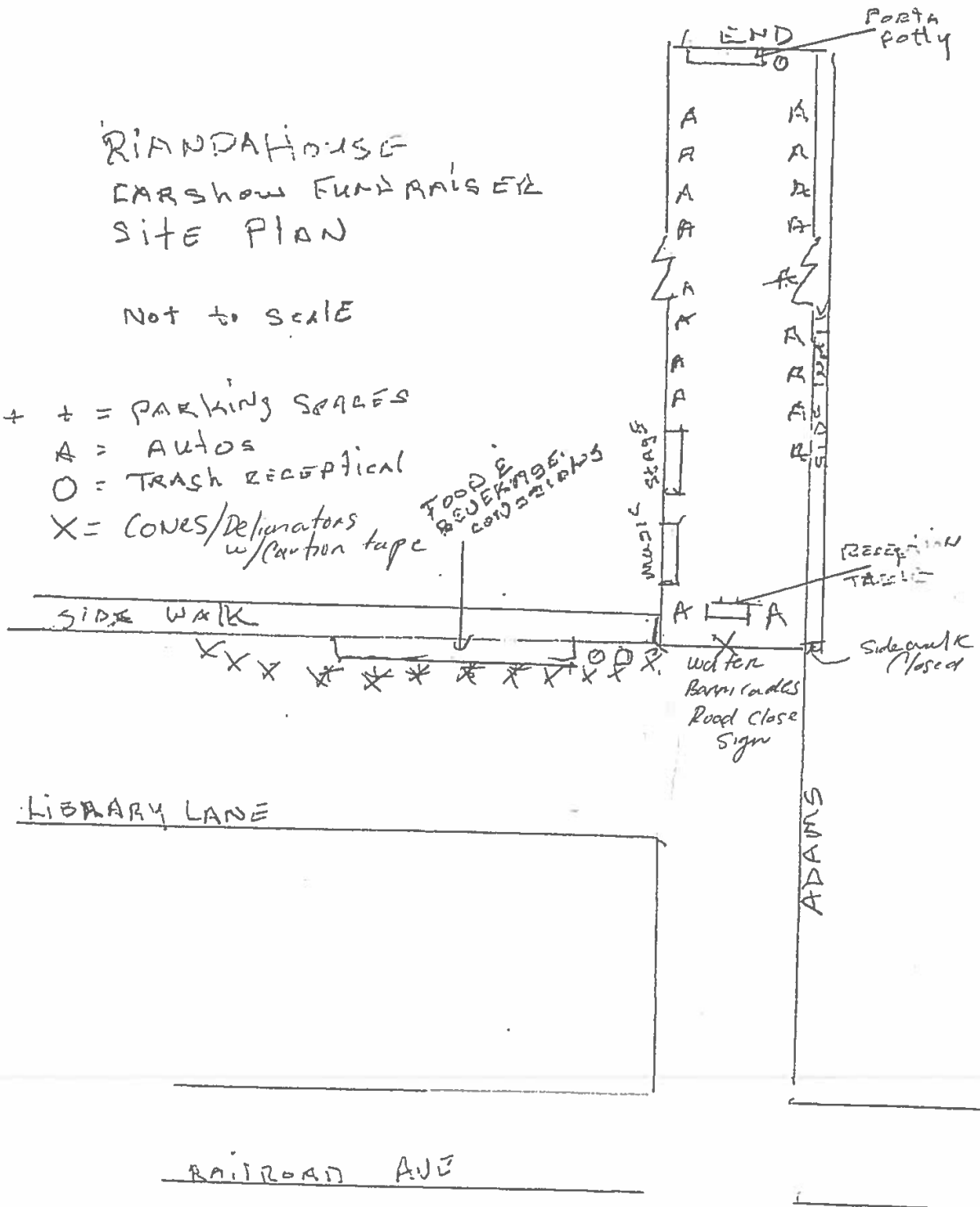
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w/ caution tape

FOOD &
BEVERAGE
CONSIGNERS





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	March 12, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and proposed approval of a Resolution (1) Awarding the Kearney and Andrea Watermain Project to Maggiora & Ghilotti Inc. in the amount of \$1,436,830.00; (2) Requesting a budget increase for project S23-01 of \$11,200; (3) Authorizing the City Manager to execute the Construction Contract with Maggiora & Ghilotti Inc. in the amount of \$1,436,830; (4) Authorizing a contingency not to exceed 15% of the total contract; and (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources, Goal 5: Enhance Quality of Life, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	The Kearney and Andrea Water Main Replacement Project is included in the City's FY 2024-2028 CIP which was approved by City Council on June 13, 2023. On August 22, 2023, City Council approved a Resolution approving the plans and specifications for the W21-01 Kearney and Andrea Water Main Replacement Project and authorizing the advertisement for bids.
STATEMENT OF THE PURPOSE:	The Purpose of the Kearney and Andrea Water Main Replacement Project is to improve operation and increase resiliency of the City's utility infrastructure by replacing aged and undersized components in accordance with the Capital Improvement Program and the City's Integrated Utility Master Plan (IUMP). Multiple other CIP Projects components will be included with the delivery of the Kearney and Andrea Watermain Replacement Project in accordance with the FY 2024-2028 CIP.
FINANCIAL IMPACT:	The total Financial Impact is \$1,436,830 with \$1,425,630 included in the adopted FY2023-24 and FY 2023-25 Capital Improvement Program budgets as a combination of five CIP projects. Funding sources include 763-Water

	Capital Improvement, 240-Measure T, 420-GO Bond, and 773-Wastewater Capital Improvement.
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BACKGROUND:

The Project is a continuation of the City's efforts to improve and maintain aged and undersized utility infrastructure. The project was developed in 2021 in accordance with the Integrated Utility Masterplan (IUMP) and the City's FY2024 - 2028 Capital Improvement Program. Additional CIP Projects have been included in the project construction documents and solicitation of the Kearney and Andrea Watermain Replacement Project in efforts to capture significant timing efficiencies and cost savings.

The Project includes the following components:

W21-01 - Kearney and Andrea Watermain Replacement: This project includes the replacement of 1500 linear feet of aged and undersized watermain pipeline in Kearney from Hillview to Adams and Andrea Avenue from Kearney to Oak. Also included with this project is the replacement of water services, new ADA curb ramps and new pavement.

W24-01 - Crane Avenue Water Distribution Fire Flow Improvements (Bid Alternate 1): This project is identified in the IUMP to address fire flow conditions and includes the upsizing of 350 linear feet of watermain pipeline in Crane from Grayson to Vallejo.

S21-01 - WWTP Recycled Pipeline & Pump Station: This project includes the pipeline component of the S21-01 project. This includes the installation of 1000 linear feet of recycled water pipeline which will deliver treated water from the City's new treatment facility to the outfall at the Napa River. This pipeline has been identified as necessary preceding the development of the City's recycled water transmission network.

S23-01 - Crane Park Irrigation Infrastructure: This project will be the second installment of the City's recycled water transmission network. This includes the installation of 480 linear feet recycled water pipeline from Grayson to Crane Park. This pipeline will connect to the existing recycled water pipeline that was previously installed in Grayson.

S23-02 - Emergency Back-Up Power WWTP (Bid Alternate 2): Currently the City has contracted with CD & Power to install an emergency back-up generator to serve the new treatment plant. The new generator is to be installed in the location of the existing generator; the existing generator needs to be removed and disposed of.

The Project plans, specifications, and estimates were developed by GreenValley Consulting Engineers. The contract documents were compiled by City staff and approved by City Council on August 22, 2023. The additional CIP project, S21-01

WWTP 10" Recycle Pipeline Project plans, specifications and estimates were compiled by City Staff and approved by City Council on October 10, 2023.

DISCUSSION:

On December 21, 2023, a Notice Inviting Bids and project plans and specifications was posted to the City of St. Helena website, area construction plan rooms and contractor exchanges. Two Bid Alternates were included in the solicitation to allow the City to consider competitive pricing on additional project components. On January 25, 2024, eight bids were received and opened publicly at City Hall. All bids are provided by reputable, licensed firms and are complete and competitive.

The bid results are as follows:

<u>Company</u>	<u>Base Bid</u>	<u>Bid Alternate 1</u>	<u>Bid Alternate 2</u>
Maggiore & Ghilotti, San Rafael CA	\$1,275,990.00	\$149,340	\$11,500
Mountain Cascade Inc, Livermore CA	\$1,325,011.25	\$256,040	\$9,000
Argonaut Constructors, Santa Rosa	\$1,337,090.60	\$173,130	\$9,000
Ghilotti Construction Co, Santa Rosa CA	\$1,622,364.60	\$200,826	\$44,145
W.R. Forde Associates Inc, Richmond CA	\$1,654,582.00	\$145,735	\$15,000
Team Ghilotti, Petaluma CA	\$1,727,726.10	\$234,050	\$35,650
Diamond D Construction, Ukiah CA	\$1,826,163.00	\$172,635	-
Suulutaaq, Inc, Suisun City CA	\$2,412,457.00	\$188,868	\$17,691

Engineer's Estimate: \$1,150,000.00

Staff is requesting the inclusion of Bid Alternate 1 and Bid Alternate 2 with the construction contract. The combination of the multiple CIP projects has resulted in a cost savings of 50% to 75% for some project components.

The financial impact, including expenditures and funding sources for the project is as follows:

Expenditures	Approved Budget	Adjustments	Contract Amount	Funding Source
W21-01 Kearney & Andrea Water Main	\$875,705		\$740,181	W Capital
W24-01 Water Distribution Fire Flow Improvements	\$262,000		\$149,340	GO Bond
R24-79 (FY 25)	\$1,102,500		\$344,609	Measure T

Pavement Restoration				
S21-01 WWTP Recycled Pipeline & Pump Station	\$1,419,000		\$130,000	GO Bond
S23-01 Crane Park Irrigation Infrastructure	\$50,000	\$11,200	\$61,200	WW Operations
S23-02 Emergency Back-Up Power WWTP	\$1,599,390		\$11,500	WW Cap HMGP
Total			\$1,436,830	

City Staff reviewed all bids and find that Maggiora & Ghilotti is the lowest responsible and responsive bid. A detailed bid tabulation is provided as **Attachment 3**. Maggiora & Ghilotti holds a valid Class A General Contractor's License No. 226767 in the State of California, with no enforcement actions listed. Their license expires on 3/31/2025. Maggiora & Ghilotti's bid is consistent with the engineer's estimate. Maggiora & Ghilotti has successfully executed a multitude of similar projects in the North Bay region.

ENVIRONMENTAL REVIEW: Class 1 Categorical Exemption

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution](#)

[Attachment 2 - Contract DRAFT](#)

[Attachment 3 - Detailed Bid Taulation](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Consideration and proposed approval of a Resolution (1) Awarding the Kearney and Andrea Watermain Project to Maggiora & Ghilotti Inc. in the amount of \$1,436,830.00; (2) Requesting a budget increase for project S23-01 of \$11,200; (3) Authorizing the City Manager to execute the Construction Contract with Maggiora & Ghilotti Inc. in the amount of \$1,436,830.00; (4) Authorizing a contingency not to exceed 15% of the total contract; and (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

RECITALS

- A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on June 13, 2023; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on December 21, 2023, a notice inviting bids was posted and distributed to contractors inviting bids for the Kearney and Andrea Watermain Replacement Project; and
- C. On January 25, 2024, eight (8) bids were received and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was Maggiora & Ghilotti Inc., of San Rafael, CA, with a Base Bid in the amount of \$1,275,990.00; and
- E. The City requested bids for two Bid Alternates for its consideration to include in the project; and
- F. City Staff is recommending the inclusion of the Bid Alternates with the Construction Contract; and
- G. City staff has determined that Maggiora & Ghilotti's bid satisfies the bidding requirements for the project; and
- H. City staff has verified that Maggiora & Ghilotti Inc. possesses a valid Contractor's License, Class A, number 226767 that qualifies Maggiora & Ghilotti Inc. to complete the project; and
- I. The Kearney and Andrea Watermain Replacement Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA)

pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of replacement of existing facilities.

RESOLUTION

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

- 1. Awarding the Kearney and Andrea Watermain Replacement Project to Maggiora & Ghilotti Inc. in the amount of \$1,436,830.00; and
- 2. Authorizing the City Manager to execute a construction contract in the amount of \$1,436,830.00with Team Ghilotti Inc. for the Kearney and Andrea Watermain Replacement Project; and
- 3. Authorizing a budget increase for project S23-01 of \$11,200;
- 4. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account; and
- 5. The Kearney and Andrea Watermain Replacement Project is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024 by the following vote:

Mayor Dohring:	_____
Vice Mayor Hall:	_____
Councilmember Chouteau:	_____
Councilmember Kenealy:	_____
Councilmember Summers:	_____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk



CONTRACT

CITY OF ST. HELENA STATE OF CALIFORNIA

THIS CONTRACT is made and entered into by and between the City of St. Helena, a California municipal corporation, hereinafter called "City", and Maggiora & Ghilotti Inc., hereinafter called "Contractor," for the construction of the **KEARNEY AND ANDREA WATERMAIN PROJECT** (the "Project").

RECITALS

City has taken appropriate proceedings to authorize construction of the Project herein provided and execution of this Contract.

A notice was duly published for bids, and bids were received for the Project improvement hereinafter described.

On March 12, 2024, after notice duly given, the City Council of the City of St. Helena awarded the Contract for the construction of the Project improvement hereinafter described to Contractor, which the City Council found to be the lowest responsive and responsible bidder for construction of said Project improvement.

City and Contractor desire to enter into this Contract for the construction of said Project improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete Contract consists of the following documents (hereinafter, the "Contract Documents"):

- A. The Notice to Contractors
- B. The Special Provisions
- C. The Technical Specifications
- D. The Bid Proposal Forms
- E. This Contract
- F. The Standard Specifications and Standard Plans of the State of California, Dept. of Transportation, dated 2022
- G. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
- H. The Bid Bond, Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
- I. City of St. Helena Standard Specifications and Standard Plans, dated July 2019
- J. Approved and fully executed change orders
- K. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents.

All of the above-named Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Contract Documents.

2. Scope of Work

The scope of work is described in the Contract Documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the Contract Documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his or her designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the quantities shall operate in the manner provided for in the Contract Documents. Payment in installments shall be as provided for in the Contract Documents.

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other Contract Documents, it shall be at liberty to do so and the same shall in no way affect or make void the Contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the Contract Documents.

6. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 4-1.02 of the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents

7. Indemnification

Contractor shall provide indemnification and defense as set forth in the Special Provisions.

8. Provisions Cumulative

The provisions of this Contract are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

9. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1088 College Avenue
St. Helena, Ca 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

. [Click here and insert Contractor]
[Click here and insert address]
[Click here and insert City]

Notices required to be given to Sureties of Contractor shall be addressed as follows:

[Click here and insert Surety Company]
c/o [Click here and insert Surety]
[Click here and insert address]
[Click here and insert City]

DATED this day of , 21 .

CITY OF ST. HELENA, a Municipal Corporation

CONTRACTOR: (Name and form of organization)

Anil Comelo
City Manager

Contractor's License No. 226767

ATTEST:

By: _____
[Click here to insert Name and Title]

Cindy Tzafoopoulos, City Clerk

By: _____
[Click here to insert Name and Title]

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Project Code: CIP No. W21-01

**BASE BID SCHEDULE
KEARNEY AND ANDREA WATER MAIN REPLACEMENT PROJECT**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	140,000-	140,000-
2	Traffic Control	1	LS	11,000-	11,000-
3	Adjust Existing Manholes to Grade	7	EA	1,200-	8,400-
4	Adjust Existing Water Valve to Grade	1	EA	800-	800-
5	Thermoplastic Pavement Markings	1000	SF	14-	14,000-
6	Raised Pavement Marker, Blue Reflective	3	EA	25-	75-
7	Construct Caltrans Modified Case "A" Curb Ramp	1	EA	9,500-	9,500-
8	Construct Caltrans Modified Case "C" Curb Ramp	10	EA	9,000-	90,000-
9	Sidewalk	107	SF	35-	3,745-
10	Curb and Gutter	15	LF	200-	3,000-
11	Edge Grinding	4,182	LF	5-	20,910-
12	2.0" HMA Overlay	630	TON	195-	122,850-
13	HMA Base Repair Dig-Out Repairs	17	SY	200-	3,400-
14	Pavement Reinforcement Fabric	7,660	SY	3-	22,980-
15	6" Water Main	1,010	LF	125-	126,250-
16	6" Water Main Concrete Subbase	900	LF	150-	135,000-
17	8" Water Main	69	LF	320-	22,080-
18	Fire Hydrant & Valve Assembly	4	EA	17,000-	68,000-
19	6" Gate Valve	9	EA	2,000-	18,000-
20	8" Gate Valve	6	EA	3,000-	18,000-
21	8" x 8" x 6" Tee	4	EA	4,000-	16,000-
22	6" x 6" x 6" Tee	1	EA	3,000-	3,000-
23	1-Inch Water Service	39	EA	3,500-	136,500-
24	Lower / Raise Water Main 6"	6	EA	48,000-	288,000-
25	Abandon Water Main	1	LS	13,000-	13,000-
26	Temporary Blow Off	4	EA	2,000-	8,000-
27	Water Main Tie In	5	EA	7,700-	38,500-
28	Trenching Bracing and Shoring	1	LS	3,000-	3,000-

* Note: In case of error in extension of price into the total price column, the unit price will govern.

**BASE BID SCHEDULE
BASE BID SCHEDULE CONTINUED
S CRANE AVENUE RECYCLE PIPELINE**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
29	6" Water Main (Crane RW)	480	LF	100 ⁻	48,000 ⁻
30	6" Gate Valve (Crane RW)	1	EA	2,000 ⁻	2,000 ⁻
31	4" Stub (Crane RW)	1	EA	4,600 ⁻	4,600 ⁻
32	Water Main Tie In (Crane RW)	1	EA	6,000 ⁻	6,000 ⁻

**BASE BID SCHEDULE CONTINUED
WASTEWATER TREATMENT PLANT 10" RECYCLE PIPELINE**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	WWTP 10" Recycled Water Main	1	LS	130,000 ⁻	130,000 ⁻

Total Amount of **BASE BID** (written in words) is: ONE MILLION, TWO HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED NINETY NO Dollars and SIXTY Cents.

In the event of discrepancy between words and figures, the words shall prevail.

\$ 1,275,990⁰⁰

Total in Figures

**BID ALTERNATE #1
S CRANE AVENUE WATER MAIN**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	8" Water Main (Crane Water)	353	LF	180 ⁻	63,540 ⁻
3	8" Gate Valve (Crane Water)	6	EA	4,000 ⁻	24,000 ⁻
4	1-Inch Water Service (Crane)	3	EA	7,500 ⁻	22,500 ⁻
5	Fire Hydrant & Valve Assembly, Reuse Hydrant (Crane Water)	1	EA	16,000 ⁻	16,000 ⁻
6	8" X 8" X 8" Tee (Crane Water)	2	EA	7,000 ⁻	14,000 ⁻
7	Abandon Water Main (Crane Water)	1	LS	3,300 ⁻	3,300 ⁻
8	Water Main Tie In (Crane)	2	EA	3,000 ⁻	6,000 ⁻

Total Amount of BID ALTERNATE #1 (written in words) is: ONE HUNDRED FORTY-NINE
THOUSAND THREE HUNDRED FORTY DOLLARS NO Dollars and
CENTS Cents.

In the event of discrepancy between words and figures, the words shall prevail.

\$ 149,340⁰⁰
Total in Figures

BID ALTERNATE #2
WWTP Generator Removal

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	WWTP Generator Removal	1	LS	<u>11,500⁰⁰</u>	<u>11,500⁰⁰</u>

Total Amount of BID ALTERNATE #2 (written in words) is: ELEVEN THOUSAND
FIVE HUNDRED DOLLARS NO CENTS Dollars and
Cents.

In the event of discrepancy between words and figures, the words shall prevail.

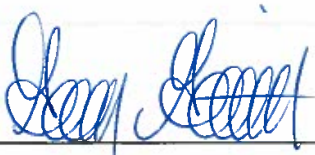
\$ 11,500⁰⁰
Total in Figures

Notes:

- The Contract will be compared and awarded on the basis of the Base Bid.
- The City reserves the right to increase or decrease quantities as deemed necessary, with the unit prices bid above.

BID SCHEDULE, continued

555 DuBois Street, San Rafael CA, 94901
Address of Bidder


Signature of Bidder Gary Ghilotti-President

KEARNEY AND ANDREA WATER
MAIN REPLACEMENT PROJECT
PROPOSAL REVISION V2 01/17/2024

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of St. Helena, (hereinafter referred to as "City") has awarded to Maggiora & Ghilotti Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which

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Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

LABOR AND MATERIALS BOND
(Construction)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

WARRANTY/MAINTENANCE BOND

WHEREAS, the City Council of the CITY OF ST. HELENA, State of California (hereinafter designated as "City"), and _____ (hereinafter designated as "Principal"), have entered into an agreement ("Contract") dated _____, 20____, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Contract and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and [Click here and insert Surety Agent Name and Number] as surety are held and firmly bound unto the City in the penal sum of \$ _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on _____, 20____.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

(Surety Signature)

[Click and insert Name and Title]

[Click and insert Surety Business Name]

<u>ACORD</u>		CERTIFICATE OF INSURANCE		ISSUE DATE: _____						
PRODUCER: _____ _____ _____			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
			INSURERS AFFORDING COVERAGE:							
INSURED: _____ _____ _____			NAIC#							
			INSURER A: <u>Insurance Company name</u>		?					
			INSURER B: <u>Insurance Company name</u>		?					
			INSURER C: <u>Insurance Company name</u>		?					
			INSURER D: _____							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS					
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				EACH OCCURRENCE	\$2,000,000				
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$				
					MED. EXP. (Any one person)	\$				
					PERSONAL & ADV INJURY	\$				
					GENERAL AGGREGATE	\$2,000,000				
					PRODUCTS COMP/OP AGG.	\$2,000,000				
					B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)
BODILY INJURY (Per person)	\$									
BODILY INJURY (Per accident)	\$									
PROPERTY DAMAGE	\$									
EACH OCCURRENCE	\$									
AGGREGATE	\$									
C	EXCESS/UMBRELLA LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION									WC STATUTORY LIMITS
					EACH ACCIDENT	\$1,000,000				
					DISEASE-POLICY LIMIT	\$1,000,000				
					DISEASE-EACH EMPLOYEE	\$1,000,000				
					AMOUNT OF INSURANCE	\$				
					PROPERTY INSURANCE					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The City of St. Helena, its agents, officials, officers, employees and volunteers are added as additional insured RE: _____										
CERTIFICATE HOLDER			CANCELLATION		10 Days for Non-Payment					
CITY OF ST. HELENA 1480 MAIN STREET ST HELENA, CA 94574			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURED WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS AND REPRESENTATIVES.							

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Person or Organization:**The City of St. Helena, its' agents, officers, officials, employees and
volunteers are additionally insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Certificate pursuant to 995.640(a) Code of Civil Procedure

W21-01 KEARNEY AND ANDREA WATERMAIN PROJECT

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Agenda Item #10.5.

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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	March 12, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution authorizing an additional \$25,632 for the purchase of filter valve automation cards as part of the Water Treatment Plant Valve control technology Improvements for a total not-to-exceed cost of \$90,781.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources
RECOMMENDED ACTION:	Adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	On November 28, 2023, City Council authorized an expenditure of \$154,366 for the purchase of the valves and the required digital programming and installation.
STATEMENT OF THE PURPOSE:	Authorize additional funding for required compatibility equipment features for the valve control technology improvement project.
FINANCIAL IMPACT:	The total Financial Impact is \$90,781, of which \$65,149 is already approved in the FY24 Operations Budget in the Water Enterprise Fund 561. This action will require a budget adjustment utilizing Water Enterprise Fund Balance in the amount of \$25,632 to GL Account 561-50-34-26-30. This will leave the Estimated Net Position for Fund 561 at 44%.

BACKGROUND:

The City's current Water Treatment Plant (WTP) is semi-automated through a Supervisory Control and Data Acquisition (SCADA) system which operates using two existing Siemens Simatic TI545 PLC at the facility: one at the Master Control Panel (MCP) and one at the Filter Control Panel (FCP). The system was initially commissioned in the 1970's and the equipment is reaching the end of its useful life. The recently adopted Five Year Capital Improvement Program includes Project No. W18-113 which is a full upgrade and automation of the SCADA system at a total budgeted cost of \$800,000. That project is scheduled for implementation starting in FY 2024-25.

DISCUSSION:

The proposed upgrade is a two-step process in converting the manual process of activating filter valves from within the pipe gallery to an automated process that can be digitally controlled through the SCADA system and control room. The proposed analog

input and output cards will digitally control level and rate of flow of the system valves at the filter PLC and communicate it to SCADA. The current filter PLC cards cannot handle the current flow capacities and were not included within the upgrade in 2021.

The second phase of this program is for the replacement of the air actuators with electronic style actuators for process control. There are 2 filters in the gallery that require 12 actuators and 12 valves that control the flows for backwashing, in-service, filter-to-waste and return water from Tank 1a. Once both the programming and the replacement of the actuators are complete, the valve system will be fully automated and will no longer require staff to manually manipulate the valves in the gallery, then return to the control room to check the capacities and impacts, increasing efficiencies and eliminating errors that occur during transitions.

On November 28, 2023, the City Council approved the purchase of the valve actuators and a Professional Services Agreement for the necessary electrical and programming upgrades necessary to the Master and Filter Control Panels as required by the SCADA system for centralized digital control. ([Staff Report Available here](#)) Unfortunately, due to communication issues stemming from staff changes at the Water Treatment Plant, adaptive components were inadvertently missed in the initial request. While attempting to place the order and working with the programming vendor, staff identified additional components were required to complete this work. Therefore, staff is requesting authorization of additional funding to be allocated toward the purchase of adaptive equipment for an additional \$25,632.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

DOCUMENTS ATTACHMENTS:

[20240312 Resolution Actuator Purchase additional funds](#)
[SVE Quote 114716](#)

CITY OF ST. HELENA

RESOLUTION NO.

APPROVAL OF A RESOLUTION AUTHORIZING AN ADDITIONAL \$25,632 FOR THE PURCHASE OF FILTER VALVE AUTOMATION CARDS AS PART OF THE WATER TREATMENT PLANT VALVE CONTROL TECHNOLOGY IMPROVEMENTS FOR A TOTAL NOT-TO-EXCEED COST OF \$90,781.

RECITALS

- A. The City's current Water Treatment Plant (WTP) is semi-automated through a Supervisory Control and Data Acquisition (SCADA) system which operates using two existing Siemens Simatic TI545 PLC at the facility: one at the Master Control Panel (MCP) and one at the Filter Control Panel (FCP). The system was initially commissioned in the 1970's and the equipment is reaching the end of its useful life; and
- B. On February 9, 2021, the City contracted with TELSTAR for upgrades to the SCADA system to replace the Programmable Logic Controllers (PLCs) which were obsolete and no longer supported by the manufacturer and upgrade the outdated and conflicting hardware with the software and the current software was no longer being supported; and
- C. For efficiency and for safety it was deemed necessary to modify the manual process of activating filter valves from within the pipe gallery to an automated process that can be digitally controlled through the SCADA system and control room; and
- D. On November 28, 2023 the City Council approved the purchase of 12 filter valve automation cards and a professional services agreement for programming and installation of the new equipment; and
- E. While attempting to place the order and working with the programming vendor, staff identified additional components that were required to complete this work; and
- F. Therefore, staff is requesting authorization of additional funding to be allocated toward the purchase of adaptive equipment for an additional \$25,632 for a total cost not-to-exceed of \$90,781.

RESOLUTION

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

1. Authorize the purchase of additional component equipment for filter valve automation cards for an additional \$25,149 and a total not to exceed cost of \$90,781 from Southwest Valve and Equipment; and
2. Authorize use of reserves from the Water Enterprise Fund balance and a budget increase to GL Account 561-50-34-26-30 for a total of \$25,149.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

12/19/23, 4:01 PM

Print Quote

**FRESNO**

402 W. Bedford #111,
Fresno, CA 93711
Tel 559.261.2703
Fax 559.261.2711

IRVINE

6440 Oak Canyon, Suite 150
Irvine, CA 92618
Tel 714-832-1090
Fax 714-832-1091

QUOTATION

Page 1 of 4

TO:	City of St. Helena	DATE:	12-19-2023
		QUOTE #:	114716
		DESC:	
		JOB:	Butterfly Valves w/EMO
		LOCATION:	St. Helena, CA
ATTN:	Chris Laymon	PHONE:	
		EMAIL:	

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SOUTHWEST VALVE.

☒ F.O.B. FACTORY
☐ F.F.A. TO FIRST DESTINATION

AUMA Electric Motor Actuator					
Line #	Valve Size	Item	Qty	Unit Price	Price
01	10	AUMA Electric Motor Actuator (modulating service, 480V/3Ph/60hz), 1/4 turn; includes adaption components. Intended for existing Pratt 150B Butterfly Valve	3	\$6,428	\$19,284
02	14	AUMA Electric Motor Actuator (modulating service, 480V/3Ph/60hz) with wormgear; includes adaption components. Intended for existing Pratt 150B Butterfly Valve	2	\$6,796	\$13,592
03	16	AUMA Electric Motor Actuator (modulating service, 480V/3Ph/60hz) with wormgear; includes adaption components. Intended for existing Pratt 150B Butterfly Valve	3	\$6,940	\$20,820
04	20	AUMA Electric Motor Actuator (modulating service, 480V/3Ph/60hz) with wormgear; includes adaption components. Intended for existing Pratt 150B Butterfly Valve	4	\$7,865	\$31,460
05		Field Services Start-up & Commissioning Per Day	3	\$1,875	\$5,625
Total for Above Equipment:					\$90,781
Notes and Clarifications: Lead Time: 20-22 Weeks ARO Freight: Prepay & Add					

Grand Total:	\$90,781
Notes:	

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QUOTATION FOR SOUTHWEST VALVE

Page 2 of 4

Raymond Rodriguez - r.rodriguez@southwestvalve.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

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SOUTHWEST VALVE STANDARD TERMS AND CONDITIONS**1****ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

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Print Quote

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SOUTHWEST VALVE STANDARD TERMS AND CONDITIONS**2**

No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department:

DATE:	March 12, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution (1) authorizing the City Manager to execute a Professional Services Agreement with West Yost for Engineering Services to complete a Hydraulic Model update for the water system for a not to exceed cost of \$192,900 (2) Establishing a Capital Improvement Project W24-09 Water System Hydraulic Model Update and budget of \$192,900 and (3) Authorize a budget transfer of \$192,900 from Water Operations Fund 561 to the Water Capital Improvement Fund 763.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Authorization to execute the professional services contract and to create and fund a capital improvement project.
PREVIOUS COUNCIL ACTION:	January 23, 2024: Resolution 2024-008 approving \$120,000 for the Hydraulic Model.
STATEMENT OF THE PURPOSE:	Approval of a consultant to conduct a Water System Hydraulic Model Update.
FINANCIAL IMPACT:	The total Financial Impact is \$192,900, of which \$120,000 was previously approved during the FY24 Mid-Year Budget update. This action will require a budget adjustment utilizing Water Enterprise Fund Balance in the amount of \$72,900. This will leave the Estimated Net Position for Fund 561 at 44%. Creation of the new CIP W24-09 Water System Hydraulic Model Update requires a budget transfer from Fund 561 to Fund 763, which includes the previously approved funding for \$120,000 and the newly requested funding for \$72,900.

BACKGROUND:

The City's existing hydraulic model was developed by Carollo Engineers to support the City's Integrated Utility Master Plan in 2021 for the purposes of evaluating pressure and flow related to fire suppression operations. This analysis did not include a formal

calibration and/or verification of water source operational dynamics or system pressure/flow dynamics.

West Yost Associates

West Yost has been the City's contracted engineering support consultant with specialized knowledge of its water and wastewater systems and brings a range of expertise to the City of St. Helena. Public Works' water and wastewater operations routinely need engineering support for the City's water and wastewater systems. The 2021 Integrated Utility Master Plan (IUMP) highlights needed improvements throughout the water/wastewater systems. West Yost was engaged to support the on-going need for water and wastewater specific support, starting with confirmation of the IUMP's short-term projects (next five years). They are currently working on a variety of projects including updating the City's Safe Yield and Water Neutrality Policies, Emergency water repairs to the water treatment and distribution system for brown water, and the Recycled Water Facilities Plan.

DISCUSSION:

The City desires to use a calibrated hydraulic model to better manage the existing flushing program and strategically address water quality issues. We believe an updated hydraulic model will improve the City's confidence in the model results. West Yost has provided a proposed scope of services to update and calibrate the City's existing potable water system hydraulic model. The proposed scope includes the following elements:

- **Model Update:** Review and update of the City's existing hydraulic model, focusing on the model's facility, pipeline, and demand data, to improve the accuracy of the model results.
- **Model Extended Period Calibration:** Perform dynamic calibration of the model through development of an extended period simulation of a selected test day. This process proposes using hydrant pressure recorders to collect supplemental pressure data at key locations within the distribution system. Extended period calibration will be performed for a one-day period to confirm the facility operations and model pressures are within the adopted calibration criteria.
- **Model Static Calibration:** Perform static calibration of the model by adjusting the model to match observed field conditions during hydrant testing specifically designed to gather information on pipelines of different material types and ages. The City's existing Geographic Information System (GIS) and hydraulic model do not include pipeline material type and/or age information. Since the City was incorporated in 1876 and reincorporated in 1889, it is likely that the City's potable water system pipeline network includes older pipes with a wide range of roughness coefficients (C-factors). The proposed model calibration effort will help confirm that the City's hydraulic model is updated with accurate C-factors that

provide reliable results under stressed, high flow conditions such as hydrant flushing.

- **Model Verification:** Perform dynamic verification of the model through development of extended period simulations to verify the performance of the updated model. Extended period simulations will be performed for maximum day and minimum day demand conditions to bracket the range of anticipated normal operating conditions.

West Yost will prepare a technical memorandum (TM) that summarizes the hydraulic model updates. The TM will document the updates performed under Task 1, the methodology used to calibrate the current hydraulic model, and the results from the model calibration. West Yost will also provide the final, updated electronic model files for the City's use.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

DOCUMENTS ATTACHMENTS:

[Resolution WY Hydraulic Model](#)
[20240312 WY Hydraulic Model](#)

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA (1) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEST YOST FOR AN AMOUNT NOT-TO-EXCEED \$192,900 FOR ENGINEERING SERVICES TO CONDUCT A HYDRAULIC MODEL UPDATE OF THE CITY'S WATER SYSTEM (2) ESTABLISHING CIP PROJECT W24-09 WATER SYSTEM HYDRAULIC MODEL UPDATE AND BUDGET FOR OF \$192,900 AND (3) AUTHORIZE A BUDGET TRANSFER OF \$192,900 FROM WATER OPERATIONS FUND 561 TO THE WATER CAPITAL IMPROVEMENT FUND 763.

RECITALS

- A. The City's existing hydraulic model was developed by Carollo Engineers to support the City's Integrated Utility Master Plan in 2021; and
- B. Results from the hydraulic model were determined to be reasonable through a comparison of the modeled facility operations and system pressures against the City's general expectations of expected operations and pressures (based on pressure zone operating bands). A formal calibration and/or verification effort was not documented; and
- C. The City desires to use a calibrated hydraulic model to better manage the existing flushing program and strategically address water quality issues; and
- D. An updated hydraulic model will improve the City's confidence in the model results and previously authorized funding in the amount of \$120,000; and
- E. West Yost has provided a proposed scope of services to update and calibrate the City's existing potable water system hydraulic model; and
- F. West Yost has performed a number of water supply studies and projects for the City over the years, including the 2003 Urban Water Management Plan and 2010 Water Supply Plan. West Yost also assisted the City with an update to the water supply safe yield in early 2011 and West Yost is familiar with the City's water supplies and facilities, including the City's Bell Canyon Reservoir yield model, as well as opportunities and constraints in water supply availability and reliability; and
- G. West Yost is currently conducting a review of the water neutrality policy and Yield Analysis for the City; and

- H. West Yost is capable of performing this work within an appropriate duration and cost; and
- I. The City of St. Helena and West Yost desire to enter into an agreement for an amount not to exceed \$192,900.

RESOLUTION

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

- 1. Authorizes the execution of a contract with West Yost for an amount not-to-exceed \$192,900 to complete a Hydraulic Model update for the water system.
- 2. Authorizes additional funding in the amount of \$72,900 utilizing Water Enterprise Fund Balance.
- 3. Authorizes establishment of a Capital Improvement Project for a total budget amount of \$192,900.
- 4. Authorizes a budget transfer in the amount of \$192,900 from Fund 561 Water Enterprise to Fund 763 Water Capital.
- 5. Authorizes a budget increase to GL Account 561-50-00-29-99 in the amount of \$192,900, GL Account 763-39-98-00-00 in the amount of \$192,900, and GL Account 763-50-30-31-20.

Approved at a Regular Meeting of the St. Helena City Council on March 12, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Update to Hydraulic Model**

This Agreement is made and entered into as of March 12, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and West Yost Associates a Limited Liability Corporation with its principal place of business at 6800 Koll Center Parkway, Suite 150, Pleasanton CA 94566 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. City is a public agency of the State of California and of needs professional services for the following project:

Update to the City's Hydraulic Model

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.

- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$192,900.00 This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term of Performance**

The term of this Agreement shall be from **March 12, 2024 to June 30, 2025** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder according to the schedule established in the Scope of Work Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that

affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign a project manager prior to contract execution. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena, CA 94574
Attn: Fire Chief

CONSULTANT:

West Yost Associates
6800 Koll Center Parkway
Suite 150
Pleasanton CA 94566

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND WEST YOST ASSOCIATES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

WEST YOST

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Cindy Tzaopoulos, City Clerk

EXHIBIT A

Scope of Services



6800 Koll Center Parkway
Suite 150
Pleasanton CA 94566

925.426.2580 phone
530.756.5991 fax
westyost.com

December 22, 2023

SENT VIA: EMAIL

Eric Janzen
Assistant Director of Public Works
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

SUBJECT: Proposal for Engineering Services – City of St. Helena Water System Hydraulic Model Update

Dear Eric:

In response to your request, West Yost is pleased to provide our proposed scope of services to update and calibrate the City of St. Helena's (City's) existing potable water system hydraulic model. The City's existing hydraulic model was developed by Carollo Engineers to support the City's Integrated Utility Master Plan in 2021. Results from the hydraulic model were determined to be reasonable through a comparison of the modeled facility operations and system pressures against the City's general expectations of expected operations and pressures (based on pressure zone operating bands). A formal calibration and/or verification effort was not documented.

We understand the City's desire to use a calibrated hydraulic model to better manage the existing flushing program and strategically address water quality issues. West Yost prepared the scope of services outlined in this letter proposal to update the hydraulic model and ultimately improve the City's confidence in the model results. Our proposed Scope of Services, Budget, and Schedule are presented below.

SCOPE OF SERVICES

West Yost will work closely with City staff to obtain the necessary data to update and calibrate the existing hydraulic model of the City's potable water system. West Yost proposes the following hydraulic model update and model extended period calibration tasks to confirm that the City's hydraulic model is representative of current conditions. Optional hydraulic model static calibration and model verification tasks are recommended to improve the accuracy of the hydraulic model and verify operations under varying demand conditions. Key model update tasks are summarized below.

- **Model Update:** West Yost will review and update the City's existing hydraulic model, focusing on the model's facility, pipeline, and demand data, to improve the accuracy of the model results.
- **Model Extended Period Calibration:** West Yost will perform dynamic calibration of the model through development of an extended period simulation of a selected test day. West Yost proposes using hydrant pressure recorders to collect supplemental pressure data at key locations within the distribution system. Extended period calibration will be performed for a one-day period to confirm the facility operations and model pressures are within the adopted calibration criteria.

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- **Model Static Calibration (Optional):** West Yost will perform static calibration of the model by adjusting the model to match observed field conditions during hydrant testing specifically designed to gather information on pipelines of different material types and ages. The City's existing Geographic Information System (GIS) and hydraulic model do not include pipeline material type and/or age information. Since the City was incorporated in 1876 and reincorporated in 1889, it is likely that the City's potable water system pipeline network includes older pipes with a wide range of roughness coefficients (C-factors). The proposed model calibration effort will help confirm that the City's hydraulic model is updated with accurate C-factors that provide reliable results under stressed, high flow conditions such as hydrant flushing.
- **Model Verification (Optional):** West Yost will perform dynamic verification of the model through development of extended period simulations to verify the performance of the updated model. Extended period simulations will be performed for maximum day and minimum day demand conditions to bracket the range of anticipated normal operating conditions.

The following is a list of the key tasks necessary to perform this proposed Scope of Services:

- Task 1. Hydraulic Model Update
- Task 2. Hydraulic Model Extended Period Calibration
- Task 3. Technical Memorandum
- Task 4. Project Management/Meetings

Optional Tasks:

- Task 5. Hydraulic Model Static Calibration
- Task 6. Hydraulic Model Dynamic Verification

Activities associated with each of these tasks are discussed below.

Task 1. Hydraulic Model Update

Under this task, West Yost will review and update the City's existing hydraulic model to accurately simulate facility operations.

Task 1.1. Gather Background Information

West Yost will provide a data request list summarizing the data required to complete the model update. The formal data request will be provided at the Kickoff Meeting and may include the following:

- As-built drawings and records for key supply, pumping, and reservoir facilities
- Pump curves and nameplate data for existing pumps, and any available efficiency information (e.g., pump tests)
- Annual water production and water consumption data for 2019 through 2023
- Monthly water production for 2019 through 2023
- Hourly SCADA data for the model calibration time period (identified under Task 2) for the following parameters: flows from the supply facilities (Louis Stralla Water Treatment Plant, Stonebridge Wells, City of Napa Intertie); flows and pressure at pump stations; and fluctuations in level at the City's reservoirs

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In addition, the City's existing GIS does not include critical pipeline information, including age and material. West Yost will conduct an informational interview with City staff, including distribution system operations staff, to identify key missing pipeline information and discuss general water distribution system operations. It is assumed that the informational interview will be no longer than two (2) hours.

Task 1.2. Update Hydraulic Model Facilities

West Yost will review and update hydraulic model facilities in the City's existing InfoWater Pro hydraulic model to better represent the City's water distribution system. The model update shall include, but not be limited to, the following:

- Develop a nodal and pipeline naming convention with input from City staff. Update the model nodes and pipelines to reflect the new convention. Currently, the City's hydraulic model pipelines and junctions are inconsistently named, identified by either GIS ID or default InfoWater Pro ID assignment.
- Review facility as-builts and update facilities piping and configuration, as needed. Currently, the City's existing model simulates each of the Stonebridge Wells as a reservoir discharging to a flow control valve.
- Update facility sites with the latest pump data and controls to represent the City's normal operation.
- Add pump curves to pump stations, where available, to better simulate actual pump operations. Currently, the City's hydraulic model approximates pump operations based on the pump's single design point.
- Confirm and update network connectivity, as needed.
- Use West Yost's C-factor hydrant test database to assign preliminary pipeline C-factors based on pipeline material type and age provided by the City.

For budgetary purposes, West Yost has assumed up to 70 hours to perform these updates.

Task 1.3. Update Water Demands in Hydraulic Model

Water demands previously allocated to the City's existing hydraulic model were based on 2017 demand data. Since there have been no major development changes since the previous demand allocation, West Yost recommends globally adjusting demands within the hydraulic model to capture inelastic demand changes that may have resulted from the 2020-2021 drought.

Under this task, West Yost will review the City's existing production and consumption data to recommend a baseline average day demand and maximum day demand for use in the hydraulic model. Upon approval from the City, West Yost will globally scale the water demands previously allocated within the hydraulic model to reflect the revised baseline demand.

Task 1 Assumptions

- Informational interview identified under Task 1.1 will be conducted virtual via MS Teams. Three (3) West Yost staff members are budgeted to attend a two (2) hour meeting.
- Up to 70 hours is budgeted for the model update.
- The approximate distribution of water demand between pressure zones is largely unchanged from 2017 (e.g., no new large developments).

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Task 1 Deliverables

- West Yost will prepare a background data request table.
- West Yost will provide an informational interview agenda, materials, and notes.
- Findings and updates will be incorporated and discussed in Task 3.

Task 2. Hydraulic Model Extended Period Calibration

West Yost will work with City staff to obtain the necessary data to calibrate the updated hydraulic model of the City's water distribution system. West Yost proposes a single extended period simulation (EPS) calibrated against facility SCADA and supplemental hydrant pressure recorder (HPR) data.

Task 2.1. Hydrant Pressure Recorder Placement

With input from City staff, West Yost will identify locations to place HPRs to collect supplemental pressure data within the water system over a one- to two-week period. West Yost will provide the City with a draft HPR placement plan for approval prior to conducting the field work.

The HPRs will be placed by West Yost staff (2 persons) with the assistance of City personnel (1 City staff). The final HPR placement plan will be delivered in-person on the selected HPR placement date. It is assumed that one (1) day each will be required to deploy and remove the HPRs, for a total of two (2) days. The City will be responsible for providing West Yost with hourly pressure and flow data from system facilities for the one- to two-week period when HPR data are collected.

Task 2.2. Develop Diurnal Demand Pattern

Diurnal demand patterns are required to create and calibrate an EPS analysis. Working with City staff and using the hourly flow data provided by the City under Task 1.1, West Yost will develop a systemwide diurnal curve for the one- to two-week calibration period.

To develop the diurnal curve, the City will need to provide flow from the following:

- Hourly or half hourly flows from the Louis Stralla Water Treatment Plant, Stonebridge Wells, City of Napa intertie, and all pump stations;
- Hourly or half hourly flows through zone pressure reducing valves (PRVs) and/or check valves; and
- Hourly or half hourly fluctuation in levels from the City's storage reservoirs.

It is assumed that the City can provide all data requested for West Yost's use in developing the calibration period diurnal curve in electronic format, with the exception of flow data from the Rutherford Pump Station which will be provided in an analog chart recording. This might require additional flow monitoring by the City if there are key locations that are not recorded in SCADA. All of this data will be used to develop diurnal patterns to integrate into the hydraulic model.

Task 2.3. Perform Extended Period Calibration

West Yost will perform the EPS calibration for a 24-hour period corresponding with the collection of supplemental pressure monitoring data. Using the data collected under this task, West Yost will verify that the newly updated hydraulic model generally mimics the filling and emptying of selected reservoirs, the on/off cycle of selected pump stations, the flows of selected supply facilities, and that the pressures at selected areas throughout the City's service area generally simulate the observed trends during a 24-hour period.

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Task 2 Assumptions

- Two (2) West Yost staff members are budgeted to place and remove the HPRs over two (2) days.
- One (1) City staff member will assist with the deployment and removal of HPRs over two (2) days.
- SCADA flow data will be provided by the City in electronic format (e.g., Excel, Access) for all facilities, except the Rutherford Pump Station, for the one- to two-week HPR placement window. Analog chart data will be provided by the City for the Rutherford Pump Station/Napa Intertie.
- The City will review and provide comments on the draft HPR Placement Plan within two (2) weeks.
- Prior to including the calibration results in the Task 3 deliverable, West Yost will conduct a meeting to discuss the calibration results with the City to identify any potential fatal flaws in the model setup.

Task 2 Deliverables

- West Yost will provide an electronic copy (PDF) of the draft HPR Placement Plan.
- West Yost will provide hard copies of the final HPR Placement Plan.
- West Yost will prepare tables and graphics summarizing the preliminary model calibration results.
- Findings and updates will be incorporated and discussed in Task 3.

Task 3. Technical Memorandum

West Yost will prepare a technical memorandum (TM) that summarizes the hydraulic model updates. The TM will document the updates performed under Task 1, the methodology used to calibrate the current hydraulic model, and the results from the model calibration. West Yost will also provide the final, updated electronic model files for the City's use.

Task 3 Assumptions

- City will provide a single, consolidated set of comments to the draft TM.
- One (1) conference call to review and discuss City comments to draft TM.

Task 3 Deliverables

- West Yost will provide an electronic copy (PDF) of the draft Hydraulic Model Update TM.
- West Yost will provide an electronic copy (PDF) of the final Hydraulic Model Update TM.
- West Yost will prepare an updated, working hydraulic model of the City's distribution system.

Task 4. Project Management/Meetings

West Yost will provide overall project management activities to keep this project on schedule and within budget. The day-to-day management activities will include the scheduling of resources to perform the work, coordination between project staff, and communication of project progress with City staff. This task includes the following key project management and meeting activities:

- **Kickoff Meeting:** West Yost will conduct a kickoff meeting with City staff to discuss project goals and priorities and review the project schedule and data request items
- **Monthly Conference Calls:** West Yost will provide updates to the City via monthly conference calls over the scheduled six-month project span (6 calls assumed)
- **Monthly progress reporting and invoicing** over the scheduled project span
- Project setup and close

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Task 4 Assumptions

- A six-month project schedule is assumed.
- One (1) hour is budgeted for the Project Kickoff Meeting. The Project Kickoff Meeting will be held virtually via MS Teams.
- 30 minutes are budgeted for each monthly conference call.

Task 4 Deliverables

- West Yost will prepare meeting agendas and notes.
- West Yost will provide monthly status reports and invoices.

OPTIONAL SERVICES TASKS

Optional hydraulic model static calibration and dynamic verification tasks are listed below. West Yost recommends considering these tasks early in the model update process since Task 5, if selected, should be performed concurrently with Task 2. The hours and budget associated with the following items can be found in Table 1.

Task 5 (Optional). Hydraulic Model Static Calibration

Based on input from the City, West Yost understands that a primary goal of this model update is to better manage the City's flushing program through use of the hydraulic model. Under regular operations, accurate pipeline roughness coefficients (C-factors) may not be critical and/or cause modeled system pressures to substantially deviate from those calibrated under Task 2. However, when a water system is stressed with high flows (e.g., hydrant flushing, pipe break), inaccurate C-factors can cause modeled system pressures to deviate substantially from actual system pressures. This is of particular concern in areas with small diameter, old pipelines.

Under this optional task, West Yost will perform hydrant testing with assistance from City staff in selected areas of the existing water system to confirm that the pipeline roughness coefficients (C-factors) assumed and updated in the hydraulic model under Task 1 are representative of field conditions. West Yost will develop a unique scenario for each of the hydrant tests in the hydraulic model and will compare model-simulated results with field data. When necessary, adjustments to the hydraulic model will be made to meet the adopted model calibration criteria.

Task 5.1. Hydrant Testing

Based on discussions with City staff and West Yost's knowledge of the water system, a series of hydrants will be selected for flow testing, and these tests (approximately 8-10) will be performed in the field over a one-day period. These tests will be conducted with the purpose of isolating pipelines of a particular material type and age to confirm the C-factors used in the hydraulic model. These tests will be similar to uni-directional flushing (UDF) operations, where valves are closed to direct flow through particular pipelines.

Prior to conducting the field hydrant testing, West Yost will work closely with City staff and local fire officials to select the location of the tests. West Yost will provide a proposed hydrant testing plan showing planned testing locations in relation to the HPRs proposed under Task 2, as well as valves to be closed. West Yost staff (2-3 persons) will supervise the hydrant testing to be performed by City staff (3-4 persons). City staff will be responsible for operating/closing valves, de-chlorination, and traffic control during these tests.

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Task 5.2. Perform Static Calibration

After completion of the field hydrant tests, West Yost will evaluate the field data and develop a unique scenario for each of the hydrant tests in the hydraulic model. The model calibration effort will consist of a series of steady state (static) scenarios to compare model-simulated pressures with observed pressures under stressed system conditions. Model results from the calibration scenarios will be compared with the field data and measured against the calibration criteria. Comparisons that fall outside the adopted criteria will be identified and adjustments and/or corrections to the model may need to be made to obtain satisfactory results. The goal of the calibration effort is to have no more than 5 to 10 percent or 5 pounds per square inch (psi) deviation from the field data.

Task 5 Assumptions

- Up to three (3) West Yost staff are budgeted to conduct the hydrant testing over a one-day period, conducting approximately 8-10 tests.
- City staff (3-4 persons) will assist in performing the flow tests and will have overall responsibility for operating/ closing valves, de-chlorinating flow, conducting traffic control during the tests and obtaining necessary permits.
- SCADA data for static calibration will be provided by the City under Task 1.
- The City will review and provide comments on the draft Hydrant Test Plan within two (2) weeks.
- Prior to including the calibration results in the Task 3 deliverable, West Yost will conduct a conference call to review and discuss calibration results.

Task 5 Deliverables

- West Yost will provide an electronic copy (PDF) of the draft Hydrant Test Plan.
- West Yost will provide hard copies of the final Hydrant Test Plan.
- West Yost will prepare a data request table summarizing data requirements from the City to perform Task 5.
- West Yost will prepare a set of tables summarizing the preliminary static calibration results.
- Findings and updates will be incorporated and discussed in Task 3.

Task 6 (Optional). Hydraulic Model Dynamic Verification

West Yost understands that another short-term goal of this model update is to manage the City's "brown water" problem. If the City's water quality challenges are related to areas of high water age, it could be helpful to evaluate system operations using EPS scenarios. Therefore, the City may want to consider a dynamic verification of the model under this optional task.

After the model update is completed and the C-factors are updated, West Yost will verify that the updated model generally mimics the observed trends during maximum day and minimum day demand conditions over a 48-hour period. When necessary, adjustments to the hydraulic model will be made to meet the adopted model calibration criteria.

Task 6.1. Develop Diurnal Patterns

Development of additional diurnal water use patterns is required to dynamically verify the City's potable water system. Working with City staff, West Yost will use data provided by the City to develop a systemwide diurnal pattern for the City's potable water system during maximum day and minimum day demand conditions.

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To enable West Yost to create these diurnal patterns, the City will need to provide the following data for a minimum seven (7) consecutive day period for each of the demand conditions:

- Hourly or half hourly flows from the Louis Stralla Water Treatment Plant, Stonebridge Wells, City of Napa Intertie, and all pump stations;
- Hourly or half hourly flows through zone pressure reducing valves (PRVs) and/or check valves; and
- Hourly or half hourly fluctuation in levels from the City's storage reservoirs.

Diurnal patterns will be developed for a minimum seven-day period (separately for summer and winter conditions) and two days will then be selected for dynamic verification as discussed in Task 6.2.

Task 6.2. Perform Dynamic Verification for Summer and Winter Conditions

Using the diurnal patterns and data collected as discussed above, West Yost will verify that the calibrated model generally mimics the filling and emptying of selected reservoirs, the on/off cycle and flow of selected pump stations and that the pressures at selected locations generally match the observed trends during maximum day and minimum day demand conditions over a 48-hour period. Two dynamic verification scenarios will be developed based on input from the City for summer and winter conditions.

Comparisons that fall outside the adopted criteria shall be identified and adjustments and/or corrections to the model may need to be made to obtain satisfactory results. The goal of the verification effort is to have no more than 5 to 10 percent or 5 psi deviation from the field data.

Task 6 Assumptions

- Model verification will be performed for all pressure zones.
- SCADA flow data will be provided by the City in electronic format (e.g., Excel, Access) for all facilities for the one-week verification periods. Analog chart data will be provided by the City for the Rutherford Pump Station/Napa Intertie.
- Prior to including the calibration results in the Task 3 deliverable, West Yost will conduct a conference call to review and discuss verification results.

Task 6 Deliverables

- West Yost will prepare a data request table summarizing data requirements from the City to perform Task 6.
- West Yost will prepare tables and graphics summarizing the preliminary model verification results.
- Findings and updates will be incorporated and discussed in Task 3.

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2024 Billing Rate Schedule, with a not-to-exceed budget of \$104,700 for the base scope of services, or \$192,900 including the optional tasks. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

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Table 1. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Hydraulic Model Update	116	30,300
Task 2. Hydraulic Model Extended Period Calibration	198	47,400
Task 3. Technical Memorandum	66	16,400
Task 4. Project Management/Meetings	37	10,600
Total – Base Scope of Work	417	\$104,700
Task 5. Hydraulic Model Static Calibration	224	55,900
Task 6. Hydraulic Model Dynamic Verification	124	32,300
Total – Optional Tasks	348	\$88,200
Total – Base Scope of Work plus Optional Tasks	765	\$192,900

PROJECT SCHEDULE

West Yost anticipates completing the Scope of Services described above in six (6) months after receiving notice to proceed and all required data. A detailed schedule will be developed once West Yost has received notice to proceed from City staff.

Thank you for providing West Yost the opportunity to be of continued service to the City of St. Helena. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Elizabeth Drayer, PE
Vice President
RCE #46872

Attachment A: West Yost 2024 Billing Rate Schedule

Attachment A

West Yost 2024 Billing Rate Schedule



2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

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2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

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Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	March 12, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	City Council Discussion and Direction for Draft Charter City Language for Consideration on the November 5, 2024 Ballot.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Provide direction to staff regarding the recommended Charter City language.
PREVIOUS COUNCIL ACTION:	February 28, 2023 - BakerTilly Report May 23, 2023 - Direction from City Council July 25, 2023 - Direction from City Council October 10, 2023 - Direction from City Council February 27, 2024 - Direction from City Council
STATEMENT OF THE PURPOSE:	To discuss and provide direction on Charter City Language
FINANCIAL IMPACT:	None

BACKGROUND:

Over the last couple of years, it has become evident that the City of St. Helena needs a stable and alternate revenue source. During the last year, the City Council has examined the viability of several options and determined that pursuing a real property transfer tax is the most prudent choice. A real property transfer tax can only be implemented by Charter cities so, the City Council will also need to provide the residents with the option to move from a General Law city to a Charter city.

Consistent with City Council *Goal 1 - Financial Sustainability* and *Goal 2 - Infrastructure and Environmental Sustainability*, the City Council has received several reports on financing and revenue options to address City infrastructure and staff deficiencies.

February 28, 2023 - City Council received a presentation from BakerTilly that included an updated Long Range Financial Forecast (LRFF) which provided financial projections and noted that the City would have to increase revenues and/or further adjust service levels. The presentation provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, and increasing various types of fees and taxes. The conclusion was that if community

expectations are to be met, addressing the fiscal gap by only reducing expenditures will not be sufficient and new revenue stream(s) should be considered.

May 23, 2023 - City Council further discussed each of the revenue options and directed staff to further pursue the Real Property Transfer Tax and other revenue enhancement options as needed.

July 25, 2023 - City Council further directed staff as follows:

1. Move forward with opinion research for a November 2024 Charter City/Real Property Transfer Tax ballot measure (to be conducted in March/April 2024); and
2. Establish a City Council Revenue Enhancement Ad Hoc Committee comprised of Vice Mayor Hall and Councilmember Summers to assist with: setting opinion research questions, develop ballot language, and, with the Real Property Transfer Tax and corresponding Charter Requirement, draft a charter for City Council consideration.

DISCUSSION:

Following City Council direction on October 10, 2023, staff has been exploring the feasibility of a Real Property Transfer Tax (RPTT) for the November 2024 ballot. There are two components to implementation of a RPTT:

1. St. Helena must become a Charter City, and
2. St. Helena voters must pass a RPTT.

Both components require a simple majority of the votes at a general election and both components will need to be approved by the voters in order for the RPTT to go into effect. On February 27, 2024, City Council provided direction to staff on the preferred RPTT structure. Opinion research is currently being conducted and it is anticipated polling results will be brought to the City Council on April 23, 2024.

Charter City

The City of St. Helena is currently a General Law city. This means that the City is bound by the State of California's general law. Becoming a Charter City will allow the City to have local authority over "municipal affairs" which includes the legal authority to enact a real estate transfer tax measure.

Currently there are 361 General Law and 121 Charter cities. In the surrounding area, local charter cities include Napa, Vallejo, Petaluma, Santa Rosa, Alameda, Albany, Berkeley, Emeryville, Hayward, Oakland, Piedmont, San Leandro, El Cerrito, Richmond, San Ramon, San Rafael, Redwood City, and San Mateo. Common reasons cited for considering a charter include:

- Allows for more options for funding local operations or capital projects (e.g., emergency reserves, affordable housing, library, public safety, roads, streets,

civic buildings, etc.). General law cities split the "Documentary Transfer Tax" with the county (each receives \$0.27½ for each \$500 of the purchase price of real property). Charter cities may adopt - with voter approval - a n additional local "Real Property Transfer Tax" at any rate. This revenue is not split with the county.

- Providing more flexibility in elections, if desired.
- It may provide more local control, particularly on land use issues.

A General Law city has the authority to act locally but its acts must be consistent with: The California Constitution, state statutes, and state administrative regulations. A Charter City has the additional authority to adopt laws regarding "municipal affairs" that are inconsistent with state statutes, but the charter must still be consistent with U.S. and California Constitutions.

Staff have been working with the City Council Revenue Enhancement Ad Hoc Committee and legal counsel to develop recommended City Charter language for Council consideration (Attachment 1). While becoming a Charter City can be complicated, the recommendation from the Ad Hoc Committee, supported by an independent citizens group, is to bring to the voters a simple and "limited" charter, as opposed to an "expansive" charter, which would provide the legal authority to enact a RPTT (by approval of the voters) but continue to follow the General Law of the State of California in all other matters.

Staff is seeking Council direction on the recommended Charter City language.

Next Steps

April 9, 2024 - First reading of the Charter

May 14, 2024 - Second hearing of the Charter

June 11, 2024 - Final Council meeting to place Charter measure on the ballot

DOCUMENTS ATTACHMENTS:

[St. Helena Charter 2024 final DRAFT for Council Consideration 022724](#)

CITY OF ST. HELENA CHARTER

ARTICLE I

NAME AND BOUNDARIES

100. Name and Boundaries

The municipal corporation now existing and known as the City of St. Helena, hereafter referred to as "the City," shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law. The boundaries of the City shall be as established at the time this Charter takes effect, or as they may be changed thereafter in the manner authorized by law.

ARTICLE II

POWERS OF CITY

200. Exercise of Constitutional Power of Local Taxation and Assessment

The City of St. Helena adopts this Charter to exercise all constitutional powers conferred on charter cities under Article XI sections 3 and 5 of the California Constitution with respect to municipal affairs in relation to local taxes, issuance of bonds and other financings secured by local taxes, and assessments, including a system for the imposition, levy, and collection of a such tax or assessment. In the event of a conflict between this Charter and the general law, the provisions of this Charter shall govern.

201. City is Otherwise Subject to General Laws

Except as provided in this Charter with respect to the power of the City over local taxation and assessment, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as now and hereafter existing relating to cities organized under said general laws.

202. Severability

If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Intergovernmental Relations.

The City may exercise any of its powers or perform any of its functions jointly, or in cooperation, by contract or otherwise, with any one or more cities, counties, states, or civil divisions or agencies thereof, or the United States or any agency thereof.

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204. Effective Date of Charter/Amendment

This Charter shall take effect upon its approval by St. Helena voters and by the Legislature of the State of California. Any amendment to this Charter shall be effective when approved by St. Helena voters and filed pursuant to the California Constitution and applicable State law.

ARTICLE III

SUCCESSION

300. Rights and Liabilities

The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations

All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions And Proceedings

No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV

FORM OF GOVERNMENT

400. Form of Government

The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of four councilmembers elected for four year staggered terms, and a separately elected mayor elected for two year terms in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy. Each Councilmember in office at the time

this Charter takes effect shall continue in office until the end of the term for which they were elected or appointed.

401. Officers and Employees

Subject to the provisions of this Charter, the present officers and employees of the City shall continue to perform the duties of their respective offices and employment without interruption and for the same compensation and under the same conditions until the election, appointment or hiring and qualification of their successors and subject to such removal and control as provided herein or by applicable general law.



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration/Planning

DATE:	March 12, 2024
FROM:	Aaron Hecock, Senior Planner
SUBJECT:	Consideration of a Resolution authorizing the waiver of planning application fees and certain development impact fees in an amount not to exceed \$47,057.92 and use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed \$17,990.30 for the remaining balance of development impact fees in order to accommodate a 5-unit affordable housing project at 951 Pope Street in the Medium Density Residential district.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources, Goal 4: Provide Effective Community Information & Opportunities for Engagement, Goal 5: Enhance Quality of Life, Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other, Miscellaneous/Other
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	The City has committed significant funding for the project at 963 Pope Street (a previous project adjacent 951 Pope Street) including a \$450,000 loan for OTSH to acquire the property, a \$250,000 loan to assist with construction and development of the property (this loan was later revised to \$550,000) for a total loan of \$1,000,000 from the Affordable Housing Trust Fund (AHTF). OTSH also received approval to use AHTF monies to pay planning application fees, to pay certain development impact fees, and to pay water neutrality in-lieu fees in an amount not to exceed \$109,002 for the project. The City has also approved a loan from the AHTF to OTSH in the amount of \$1,400,000 for the purchase of 723 Hunt Avenue.
STATEMENT OF THE PURPOSE:	Council decision on whether to waive the fees and use Affordable Housing Trust Funds and/or Measure E Funds for the remaining fee balance.
FINANCIAL IMPACT:	If approved, the Financial Impact is loss of permit revenues and impact fees in the amount of \$35,858. In

	addition, there would be a Financial Impact to the Affordable Housing Trust fund (Fund 751) and/or Measure E fund (Fund 752) in the amount of \$17,990 for the cost of development impact fees that cannot be waived.
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BACKGROUND:

On November 7, 2023, the Planning Commission approved a resolution granting a use permit, demolition permit, design review and a sign permit to demolish an existing two-unit residential structure in order to construct five (5) new affordable units in a multi-family housing development on the property located at 951 Pope Street in the Medium Density Residential zoning district. Each of the units will be deed restricted affordable rental housing available to households earning between 30-120% of area median income for Napa County. One unit may be rented to a moderate-income household, while the remainder of the units will be affordable to lower income households.

Our Town St. Helena (OTSH) also owns the adjacent property located at 963 Pope Street (APN 009-090-069) where the City previously approved the construction of four (4) new, income-qualified multi-family units behind an existing house (Resolution No. PC 2020-012). The intent of the project at 951 Pope Street is to integrate with this previously approved project in order to create a cohesive site and community.

DISCUSSION:

Included with the project planning applications for the 951 Pope Street project was a request from OTSH for the City Council to waive planning application fees and certain development impact fees as described below. The applicant is also requesting that the City Council approve using AHTF and/or Measure E Funds to pay for development impact fees that can't be waived. As OTSH has already paid the planning application fees, if the Council should decide to use AHTF and/or Measure E Funds to cover these fees, that money would be refunded to the applicant.

Affordable Housing Trust Fund

Per St. Helena Municipal Code (SHMC) Section 17.30.050, monies deposited in the housing fund along with any interest earnings on such monies shall be used solely to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including, but not limited to acquisition of property and property rights; cost of construction including costs associated with planning, administration, and design, as well as actual building or installation, as well as any other costs associated with the construction or financing of affordable housing. Monies in the housing fund may be disbursed, hypothecated, collateralized or otherwise employed for these purposes from time to time as the Community Development Director, City Attorney and City Council determine is appropriate to accomplish the purposes of the housing fund. The AHTF currently has an unencumbered balance of \$282,001.

Measure E Funds

Measure E increased the existing transient occupancy tax (TOT) on the rental of hotel rooms by 1% from 12% to 13% within St. Helena. All revenues from the increase are restricted to programs and services for affordable and workforce housing. Affordable and workforce housing services and programs funded from Measure E include activities to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of area median income (AMI). Examples include construction of new affordable housing, conversion of market rate units to affordable units, preservation, rehabilitation, or maintenance of affordable units, and acquisition of real property for any of the programs. The City of St. Helena's Measure E fund currently has an unencumbered balance of \$886,842.

Building/Impact Fees

Development impact fees are imposed on new development or conversions within the City to pay for public improvements related to civic improvement projects, public safety, sewer projects, water projects, traffic mitigation, parks, and storm drainage. SHMC Section 3.32.120(A) states that a developer of any project, including any new building or addition to or conversion of any existing building, subject to the fees described in SHMC Sections 3.32.050 through 3.32.100 may apply to the City Council for a reduction or adjustment of the fee(s), or a waiver of the fee(s), based upon the absence of any reasonable relationship between the nature of the impact of the development and either the amount of the fee charged or the type of facilities to be financed.

The Building Department estimates the following development impact fees would apply to the project:

- Public Safety \$2,657.20
- Civic Improvement \$3,270.40
- Parks \$26,864.32
- Water \$2,882.04
- Sewer \$3,209.08
- Storm Drainage \$1,246.84
- Traffic \$1,655.64
- Fire Sprinklers \$1,706.10
- Building Plan Check \$10,356.60

TOTAL: \$53,848.22

Staff Response: Based on information provided below, the City Council may consider waiving the following impact fees without the use of AHTF or Measure E Funds:

1. *The addition of five new housing units on an existing developed site where a two-unit home currently exists would not create a significant new demand on City parks nor require the creation of any new recreational facilities. For this reason, the \$26,864.32 park fee could be waived.*
2. *The project site is located on Pope Street, which is classified as a downtown mixed-use street in the 2040 General Plan Update. The site is walking distance*

to downtown and existing City services. As such, the \$1,655.64 traffic impact fee could be waived.

3. *As previously noted, a two-unit home currently exists on-site. All the infrastructure required to serve the site is already in place. For this reason, the water (\$2,882.04), sewer (\$3,209.08), and storm drainage (\$1,246.84) impact fees could also be waived (\$7,337.96 in total).*

The sum total of the impact fees that could be waived is \$35,857.92. The remaining development impact fees (\$17,990.30) would need to be paid by the Affordable Housing Trust Fund and/or Measure E Funds if approved by the Council.

Planning Application Fees

SHMC Section 17.04.030 (summarized below) requires any development application be accompanied with the requisite fee, unless the fee has been waived by action of the Council.

17.04.030.D. Payment of Processing Fees.

1. *No development application may be filed without a deposit in an amount estimated to cover processing costs unless payment of processing fees have been waived by action of the City Council, or the applicant is a public entity exempted from payment of such fees. The city shall make subsequent periodic invoices to ensure that the balance in the project account remains sufficient to cover anticipated processing costs, and it shall be the responsibility of those liable for payment to make such payments.*
2. *Each applicant for, or operator of, a development project, as well as the owner of the subject property, if different, shall be liable for payment of all processing fees associated with the development project.*

Total planning application fees requested to be waived:

- Demolition Permit \$1,700
- Use Permit \$5,200
- Design Review \$3,700
- Public Hearing Notice \$400
- Mailing Labels \$200

TOTAL: \$11,200

Summary: *In total, \$47,057.92 in development impact fees (\$35,857.92) and planning application fees (\$11,200) are being requested to be waived. The remaining balance (\$17,990.30) is being requested to be paid for using AHTF and/or Measure E monies. Planning application fees are used to cover staff's time working on requested entitlements, preparing staff reports, attending meetings, etc.; waiving these fees would result in a direct loss to the General Fund. The waiver of specific development impact fees would result in a direct loss of funds for civic improvements. The use of the AHTF (current balance: \$282,001) and/or Measure E Funds (current balance: \$886,842) to*

pay for the development impact fees that can't be waived would result in a direct decrease in funds available.

ENVIRONMENTAL REVIEW:

CEQA

As part of the project analysis for Planning Commission consideration, staff conducted the requisite analysis and concluded that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15194, which exempts affordable housing projects that meet certain criteria; Section 15195, which exempts certain residential infill projects including affordable housing projects; Section 15301, which exempts the demolition and removal of small structures and Section 15303, which exempts the construction of small structures. The project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. The project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

DOCUMENTS ATTACHMENTS:

[Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Resolution of the City Council of the City of St. Helena authorizing the waiver of planning application fees and certain development impact fees in an amount not to exceed \$47,057.92 and the payment of remaining development impact fees from the Affordable Housing Trust Fund and/or Measure E Funds in an amount not to exceed \$17,990.30 in order to accommodate a 5-unit affordable housing project at 951 Pope Street in the City of St. Helena, California

WHEREAS, St. Helena Municipal Code (SHMC) Section 17.04.030 requires any development application be accompanied with the requisite fee, unless the fee has been waived by action of the Council; and

WHEREAS, SHMC Section 3.32.120(A) authorizes the City Council to waive the fees described in SHMC Sections 3.32.050 through 3.32.100; and

WHEREAS, per SHMC Section 17.30.050, monies deposited in the housing fund along with any interest earnings on such monies shall be used solely to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including, but not limited to acquisition of property and property rights; cost of construction including costs associated with planning, administration, and design, as well as actual building or installation, as well as any other costs associated with the construction or financing of affordable housing; and

WHEREAS, all revenues from Measure E are restricted to programs and services for affordable and workforce housing. Affordable and workforce housing services and programs funded from Measure E include activities to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of area median income (AMI); and

WHEREAS, the addition of five housing units on an existing developed site where a two-unit residence currently exists would not create a significant new demand on City parks nor require the creation of any new recreational facilities. Therefore, the City Council is waiving the \$26,864.32 park fee; and

WHEREAS, the project site is located on Pope Street, which is classified as a downtown mixed-use street in the 2040 General Plan Update. The site is walking distance to downtown and existing city services. Therefore, the City Council is waiving the \$1,655.64 traffic impact fee; and

WHEREAS, a two-unit home currently exists on-site. All the infrastructure required to serve the site is already in place. For this reason, the City Council is waiving the water, sewer, and storm drainage impact fees (\$7,337.96 in total); and

WHEREAS, pursuant to SHMC Section 17.04.030(D) the City Council waives planning application fees in an amount to not exceed \$11,200; and

WHEREAS, the sum total of impact fee's being waived is not to exceed \$47,057.92. The remaining development impact fees will be paid by the Affordable Housing Trust Fund and/or Measure E Funds in an amount not to exceed \$17,990.30.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. To approve the waiver of planning application fees and certain development impact fees in an amount not to exceed \$47,057.92 and authorizing the use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed \$17,990.30 for the remaining fee balance in order to accommodate a 5-unit affordable housing project at 951 Pope Street in the Medium Density Residential district.

Approved at a Regular Meeting of the St. Helena City Council on _____, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

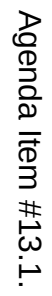


City of St. Helena City Council

Project: OTSH Fee Waiver Request
Staff: Aaron Hecock, AICP

Community Development Department

March 12, 2024





Past City Support

- \$109,002 of AHTF monies to pay planning application fees, certain development impact fees, and water neutrality in-lieu fees for the 963 Pope Street project.
- \$1,000,000 in loans from the AHTF to assist with construction and developments cost of the 963 Pope Street project.
- \$1,400,000 loan from the AHTF for the purchase of 723 Hunt Avenue.



Estimated Fees

- Planning Application Fees - \$11,200.00
Development Impact Fees - \$53,848.22
TOTAL: \$65,048.22
- Fees that can be waived without using AHTF or Measure E funds - \$47,057.92
- Balance - \$17,990.30



Fund Balances

- The AHTF currently has an unencumbered balance of \$282,001.
- The Measure E fund currently has an unencumbered balance of \$886,842.



Recommendation

Consider adoption of the provided resolution:

1. Authorizing the waiver of planning application fees and certain development impact fees in an amount not to exceed \$47,057.92; and
2. Use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed \$17,990.30 for the remaining balance of development impact fees in order to accommodate a 5-unit affordable housing project at 951 Pope Street in the Medium Density Residential district



Questions?