City of Santa Paula

City Council

MAYOR JENNY CROSSWHITE
VICE MAYOR ANDY SOBEL
COUNCILMEMBER RICHARD ARAIZA
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER LESLIE CORNEJO

CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, FEBRUARY 2, 2022

6:30 PM - City Council Regular Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
JOHN C. COTTI, CITY ATTORNEY

Spare Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Office of the City Clerk and are available for public inspection. If you have any questions regarding any agenda item, contact the City Clerk at (805) 933-4208.

**** SOCIAL DISTANCING IN EFFECT ****

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month.

In response to COVID-19 and in accordance with AB 361, this meeting will be held remotely via Zoom teleconference. Pursuant to AB 361, a local legislative body is authorized to hold public meetings via teleconferencing to promote social distancing. All votes taken during this teleconference meeting will be by roll call vote, and the vote will be publicly reported.

We urge residents who wish to participate in City Council meetings by utilizing any of the following options:

HOW TO VIEW THE MEETING: Watch from home live on local Channel 10, or view the live feed at http://santapaulaca.iqm2.com/Citizens/default.aspx. You may also attend the meeting through a computer or telephone.

BY COMPUTER Zoom Meeting Webinar ID: 851 2246 0096, **Pass Code:** 445335

LINK: https://us02web.zoom.us/j/85122460096?pwd=eWFSU3dFZFRaeWd3UmJyb3hvbWlZUT09

BY TELEPHONE: +1 408 638 0968

HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to participate under PUBLIC COMMENTS for any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council, or on any item of interest on the Agenda. To facilitate effective and efficient remote meetings, people wishing to address the Council should submit, by 3:00 p.m., on the day of the Council meeting, an email to cityclerk@spcity.org, indicating what item you would like to speak. The Council will also permit public comment through the "raise hand" feature on Zoom. Public comments are limited to three minutes.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

Your participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

In compliance with the ***Americans with Disabilities Act****, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

REGULAR MATTERS - VIRTUAL MEETING

1. **CALL TO ORDER**

   REMINDER: in order to minimize distractions during public meetings, all personal

communication devices should be turned off or put in a non-audible mode.

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

6. **PRESENTATIONS**

6.A **DOWNTOWN IMPROVEMENTS AND RRM CONSULTING - ACTIVITY UPDATE**

RECOMMENDATION:

That the City Council:

Receive and file the report and provide any input to staff regarding project priorities.

Presented By: James Mason

7. **PUBLIC COMMENT**

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct staff to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration.

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. **CONSENT CALENDAR**

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

10.A **EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361**

RECOMMENDATION:
Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented By: Julie Latshaw

10.B APPROVAL OF MINUTES
RECOMMENDATION:
Approve City Council Regular Minutes January 19, 2022.

10.C **WATER DIVISION VEHICLE PURCHASE**
RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase two (2) new service trucks for the Public Works Department, Water Division.

Presented By: Clete J Saunier

11. ACTION ITEMS

11.A **CITYWIDE ENERGY EFFICIENCY ANALYSIS AND RECOMMENDATIONS**
RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the staff report and supporting documents.
2. Provide Staff with direction with the energy efficiency plan implementation, as recommended in this report.

Prepared by: Joseph Alvarado, Management Analyst
Maxime Le Mevel, Southern California Region Energy Network
Stephen Reno, Southern California Region Energy Network

Presented By: Clete J Saunier

11.B **CITYWIDE ASSET MANAGEMENT AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**
RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Service Agreement with Maintstar for software licensing and implementation of a Computerized Maintenance Management System (CMMS) in an amount not to exceed One Hundred Forty-Six Thousand Five Hundred

($146,500) dollars over three fiscal years in a form approved by the City Attorney.

- 1st Year, FY 2021-2022: $97,500
- 2nd Year, FY 2022-2023: $24,000
- 3rd Year, FY 2023-2024: $25,000
-

2. Authorize the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc. for CMMS implementation support services for an amount not to exceed One Hundred Sixty-Three Thousand Five Hundred Sixty-Nine ($163,569) dollars over one year in a form approved by the City Attorney.

Presented By: Clete J Saunier

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS
RECOMMENDATION:
Review Future Agenda Items

Presented By: Dan Singer

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community Development

Subject: DOWNTOWN IMPROVEMENTS AND RRM CONSULTING - ACTIVITY UPDATE

Date: February 2, 2022

Agenda Item: 6.A

RECOMMENDATION:

That the City Council:

Receive and file the report and provide any input to staff regarding project priorities.

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

Santa Paula's Traditional Downtown

The Downtown District was first envisioned in the 1996 Downtown Improvement Plan – Design Development Report (adopted by City Council) and further refined in the 2004 Downtown Improvement Plan Update (adopted by City Council), the 2012 Downtown Improvement Plan and the 2017 Downtown Action Plan. All of these vision documents featured the same approximate district area boundary generally contained by 7th Street, 12th Street, Harvard Blvd and Railroad Ave.

Throughout the course of these past planning efforts, the citizens of Santa Paula have repeatedly conveyed a cohesive vision for downtown:

-Diversify the economic base in order to provide needed goods and services;
-Expand employment and residential opportunities;
-Strive to maintain and enhance its wonderful quality of life and small town charm;
-Enhance the balance between jobs and housing opportunities;
-Facilitate collaboration between community members and organizations;
-Maintain and enhance the physical and social vitality (friendly atmosphere, quaint neighborhoods, quality design, and historic environment).

Policy - Approved 2040 General Plan Update

In order to advance this Vision, the 2040 General Plan contains the following policy statements that will direct future city planning efforts.

LU 5.c Downtown District Overlay. Establish a Downtown District Overlay in the Development Code to provide an incentive-based tool for compatible infill development that supports affordable housing, economic development and public improvements in the Downtown. Density/intensity bonuses up to a maximum of 3.0 FAR may be granted contingent upon the provision of affordable housing or other public benefits and amenities such as public spaces, enhanced streetscape or public art.
LU 5.d Downtown parking. Consider strategies to reduce parking demand and manage supply (shared parking, in-lieu fees, commercial parking, etc.) to improve pedestrian, bicycle and transit mode share, downtown livability, safety, business vitality, vehicle miles traveled (VMT) reduction, and air quality. Implement standards that reduce demand for new parking and private vehicle ownership, and that help maintain optimal parking occupancy and availability.
LU 5.e Downtown development standards. Revise zoning regulations for the Downtown to: 1) increase the maximum floor area ratio from 2.0 to 3.0; 2) review mixed-use residential parking requirements; 3) streamline the review process for desired uses; and 4) permit housing outright.
LU 5.f Design guidelines. Consider adoption and implementation of design guidelines based upon the 2004 Downtown Improvement Plan to encourage development that enhances the historic quality and character of the Downtown area.

Implementation – Future City Initiatives

In order to implement the visioning documents for the Downtown District, discrete City initiatives will be necessary. Over the course of the next 6-12 months, Staff plans to study and formulate recommendations for City Council and public review to establish a set of action items designed to implement three overarching planning goals for the Downtown District:

Incentivize Infill Affordable Housing:
Expedited Entitlements. Increased ministerial discretion at Staff level including, but not limited to, prescriptive allowances and/or provisions for more streamlined approval process for affordable housing.
Expand and Enhance Pedestrian Safety and Security:
Pedestrian Safety and Security. Strategies and programs to protect the pedestrian – related to lighting, signage, accessibility and ground-level transparency.

District Parking. Strategies and programs to meet parking demand through creative means (such as joint-use agreements, district parking, shared use,– the downtown has over 1,500 surface parking spaces that are underutilized).

Improve Downtown Infrastructure:
Public Right-of-Way Improvement. Other infrastructure will be improved (paving, parks, sidewalks, trash enclosure, etc.)

Gathering Space. Potential for enhancing and expanding small-scale public spaces (such as Green/Mill Alleys, Paseos, etc.)

ANALYSIS:

RRM Design Group
On June 7, 2021 the City entered into a contract with RRM Design Group not to exceed $19,800 for work related to the creation of a downtown improvement implementation plan. The services are to provide the City with specific actionable projects that will enhance the

downtown environment, prioritize the items by cost and assist with identifying the responsibility for execution (i.e. PBID, City Departments, America in Bloom).

RRM's responsibility is outlined in the scope of work in Attachment A. The most recent RRM summary data is outlined in Attachment B - Priority Project Matrix.

Property Business Improvement District (PBID)

The Santa Paula PBID was formed in 2019 by a majority vote of downtown property owners. The purpose of the PBID is to facilitate growth within the downtown community and utilize resources efficiently. Downtown revitalization will be achieved through focusing on developing local business, improving and renewing infrastructure, increasing marketing and visibility, and keeping the streets safe and clean. Through collection of property-based assessment the PBID has initiated the enhancement of downtown activities and amenities.

Downtown Improvements
Staff will continue to work in concert with RRM and the PBID to finalize the prioritization and implementation schedule for downtown improvements based on cost, feasibility and economies of scale.

The following improvements have been implemented within downtown in the last 12-months as a result of collaborative interdepartmental and community partnerships:

Downtown Tree lighting (Phase I)

Project Description: Repair and Installation of lights in half the trees along Main St

PBID Contribution: $2,500.00

City Contribution: Staff time, equipment and repair

Status: Completed in June 2021

Downtown Tree Lighting Phase II

Project Description: Finish lighting the remaining trees along Main Street.

PBID Contribution: $2,500.00

City Contribution: Staff time, equipment and repair

Status: To be completed by end of calendar year.

Santa Paula Beautiful Events

Project Description: Painted and refinished benches, street poles, curbs, and cleaned up Green Street Alley in Downtown corridor in the Downtown corridor.
PBID Contribution: $900.00

City Contribution: Staff time Materials and paint supplies

Status: Completed between April 2021 and October 2021

Downtown Steam Cleaning
Project Description: Downtown sidewalk steam cleaning.
PBID Contribution: $7,500.00 Status: Completed in March 2021.
Additional steam cleanings planned for November 2021, February 2022 and April 2022

City Corp leader trainee Project
Project Description: Provide additional cleanup and beautification efforts in the downtown every Wednesday and Friday from 1PM-4PM. Services include litter and weed abatement, cleaning gutters, graffiti and sidewalk gum removal.

PBID Contribution: $0

Green Alley Improvements
City Contribution: Staff time Payroll Costs Status: In progress

Project Description: Cleanup of Green Alley at Main Street. Fountain demolition and repurposed with plants (in partnership with American in Bloom), lighting repair in tree grates, repair of safety lighting and benches refinished.

PBID Contribution: $0

City Contribution: Staff time

Status: In progress

Downtown Banner Project
Project Description: Repair and replace all banners and missing hardware in the PBID boundary with city and holiday banners.

PBID Contribution: $3,500.00 for banners

City Contribution: Staff time, plus $1,000.00 for hardware Installation and repair of hardware

Status: First phase completed November 2021

STRATEGIC PLAN:

Enhancements and beautification of the City's Historic Downtown are integrated in the Council's Strategic Plan in a variety of sections, including:
B. Economic Development
-Downtown beautification – Effectuate visual and physical improvements to the historic downtown corridor, to include public amenities, improved signage, facade improvements, and safety measures.
-Create a welcoming environment to attract “drive-by” or “pass-through” traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.
C. Infrastructure, Transportation & Mobility
-Analyze and work towards appropriate enhancements of downtown parking lot lighting needs.
F. Community Vitality
-Expand volunteerism throughout the City by growing the City Corps and Santa Paula Proud

Programs.
-Tree-planting/replacement – Pursue funding and develop processes for a tree Master Plan Replacement program which encompasses tree health and safety, planting, locations, and funding source.
-Improve wayfinding signage throughout the City and SR126 to help guide visitors in a friendly and informative way.
-Explore and develop ideas for greater opportunities to use public spaces in the historic downtown corridor.

FISCAL IMPACTS:

Cost for the administration, management and implementation of downtown projects will be a collaboration of funds from the 5-year Capital Improvement Plan, the PBID and funding allocated by the City Council from our share of American Recovery Plan Act (ARPA) funding. Specifically, Council allocated $50,000 from the first tranche of ARPA, with the expectation of a larger sum of monies considered with the second tranche.

OPTIONS:

Receive and file the report and provide any input to staff regarding project priorities.

ATTACHMENTS:

ATTACHMENT A RRM Scope of Services.docx.pdf
ATTACHMENT B RRM DT Priority Matrix.pdf

ATTACHMENT A

RRM DESIGN GROUP SCOPE OF WORK

SCOPE OF SERVICES

Task 1: Charrette Prep Review

RRM Design Group (RRM) will review and audit existing data and past downtown efforts and meet with the City Planning team to analyze concepts and ideas that can be pulled forward into a current plan. These documents include the most recent work City Planning has assembled into a working map such as past visioning documents, the City-created 3D massing model, City context diagram, downtown action plan, and City downtown district map. RRM will meet with City staff virtually and prepare for the site visit charrette. We will brainstorm urban design ideas for Santa Paula that we can truth test at the site visit charrette.

Task 2: Site Visit Charrette

Armed with the information from Task A, RRM will work with City staff to conduct a hands-on site visit charrette. We will meet with City staff, walk the focus area, and brainstorm ideas and solutions with staff while we analyze the opportunities. We will capitalize on the assets in Downtown Santa Paula today and look for opportunities for improvements. City staff will provide a base map for the team to use on the site walk. We will draw ideas onto the base map that can be left with City staff to combine into one vision map.

Task 3: Design Ideas Tool Kit

RRM will create a tool kit of ideas for the downtown focus area. We will articulate solutions and concepts that were discussed at the site visit charrette through bulleted points, images, and sketches. This tool kit will include solutions and ideas for parklets and outdoor dining. We have assumed a compilation of images and sketches to articulate key ideas.

Task 4: Summary Data

Collaborating with City staff, RRM will help prioritize key projects and develop some rough order of magnitude estimate of costs for a few key items. This will be a matrix with a list of short-term, mid-term, and long-term actions or projects for downtown Santa Paula and costs on the key projects that staff and RRM identify. Because the budget for this task depends on the type of project we are costing, we have budgeted a fee of $3,000 and can decide after Task 3 which items we estimate costs on.

Authorized modification October 2021:

Task 4: Summary Data

City will provide direction for RRM on priority projects to further refine/develop in this task. RRM shall prepare “cut sheets” for as many of the priority projects as remaining budget allows. The “cut sheets” are envisioned by staff to be a single double-sided sheet (81/2”x11” or 11”x17”) – one side containing illustration(s) (plan/section/axon/etc) as necessary to articulate the design and one side containing a tabular summary of material type and quantity, and a column for unit cost to be inserted in the future by staff. No costs estimates are required by RRM during this task.

Please work with Taylor to execute Task 4. First, please provide her with an estimate of the number of priority projects your budget will allow you to produce cut sheets for. Please utilize the attached Priority Projects Matrix and refer to the right hand column which identifies priority projects by asterisk. Order of preference for production of cut sheets is as follows:

- Project #1.5. Tree Seating
- Project #2.3. Movable Planters

- Project #2.1. Street Dining
- Project #4.4. Entry Gateway
- Project #3.3. Painted Intersection
- Project #3.5. Painted Crosswalk
- Project #1.4. Mid-Block Crossing
- Project #2.9. Public Art at Green Alley Entrance

Task 5: Meetings and Coordination

This task for project management and time for RRM to meet with staff to review material and get direction throughout the visioning effort.

Deliverables for Tasks 1-5:

- *Review material collected by Planning staff and prepare for charrette*
- *One (1) site visit charrette with three RRM design team members*
- *One (1) photo and sketch compilation of concepts and ideas from charrette*
- *One (1) rough estimate of costs and list of projects for downtown improvements*
- *Up to four (4) hours of meetings and coordination*

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Background information
- Base mapping

SCHEDULE OF SERVICES

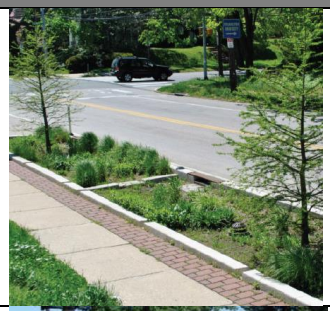
- **Task 1: Charrette Prep Review**
- Timing: Target week of May 3, 2021

- **Task 2: Site Visit Charrette**
- Timing: Target week of May 26, 2021

- **Task 3: Design Ideas Tool Kit**
- Timing: Week of August 20, 2021

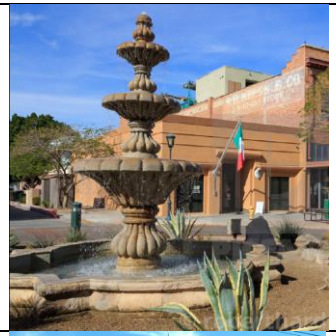
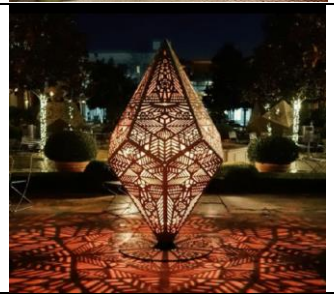
- **Task 4: Summary Data**
- Timing: October 1, 2021

SANTA PAULA MAIN STREET
PBID PRIORITY PROJECTS

PROJECT #	IMAGE	PROJECT NOTES	COST ESTIMATE	TIMING / DEPT	PRIORITY
SEGMENT 1 [8th Street Intersection]					
1.1		**CURB EXTENSION + LANDSCAPE**. New curb line with landscaped interior.			
1.2		**CURB EXTENSION + BRICK**. New curb line with brick interior.			
1.3		**OPPORTUNITY SITE**. Scope and program public-private joint-use agreement.			

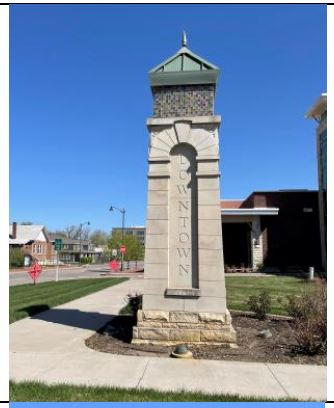
1.4		**MID-BLOCK CROSSING**. Painted and/or raised paving.			*
1.5		**TREE SEATING**. Box-frame seating at base of select trees balanced along length of street.			*
1.6		**RELOCATED CLOCK.** Existing clock near Ebell Park to be relocated.			
SEGMENT 2 [Davis Street Intersection]					
2.1		**STREET DINING.** Outdoor dining room configuration(s).			*

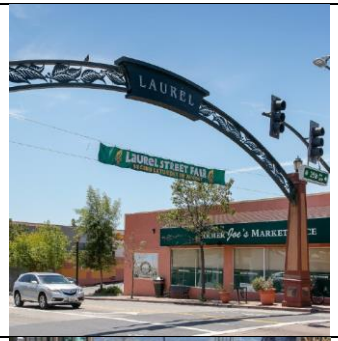
2.2		**PUBLIC ART.** Expand public art elements celebrating culture/history into right-of-way.			
2.3		**MOVABLE PLANTERS.** Temporary street closure devices + planting and seating.			*
2.4		**CURB EXTENSION + BRICK**. New curb line with brick interior.			
2.5		**RAISED BRICK CROSSING.** Elevated crosswalk with stamped concrete or brick.			

2.6		**FOUNTAIN.** Classic fountain featuring seating and internal water circulation mechanics.			
2.7		**BUILDING UPLIGHTING.** Accent lighting of the Clock Tower building.			
2.8		**FESTOON LIGHTING.** Lighting strands hanging building face to building face.			
2.9		**PUBLIC ART.** Light-based art element in place of decommissioned fountain.			*

2.10		**RETAIL KIOSK.** Private micro-enterprise located in existing vacant floor area.			
SEGMENT 3 [Mill Street Intersection]					
3.1 & 3.2		**KIOSK.** Staffed or digital (un-staffed) architecturally stylized feature.			
3.3		**PAINTED INTERSECTION**. City logo or similar element in center of intersection.			*
3.4		**CURB EXTENSION + BRICK**. New curb line with brick interior.			

3.5		**PAINTED CROSSWALK.** Painted crosswalk as emblematic of abutting Art Alley.			*
3.6		**STREET TREE UP-LIGHTING.** Replace strand lighting with up-lighting (existing utilities).			
3.7		**PAINTED CURB EXTENSION.** As option to new curb line, painted right-of-way.			
3.8		**BUILDING UP-LIGHTING.** Accent lighting of the old bank building.			
SEGMENT 4 [10th Street Intersection]					

4.1		**WAYFINDING MONUMENT.** Free-standing column or similar.			
4.2		**BUILDING UP-LIGHTING.** Accent lighting of the Oil Museum building.			
4.3		**CURB EXTENSION + BRICK**. New curb line with brick interior.			

4.4		**ENTRY GATEWAY.** Overhead gateway spanning the right-of-way.			*
4.5		**RAISED BRICK CROSSING.** Elevated crosswalk with stamped concrete or brick.			

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, Administration

Subject: EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361

Date: February 2, 2022

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

With the expiration of the Governor's Executive Order, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local governments to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

On October 6, 2021, the Council unanimously voted to continue virtual City Council meetings under AB 361 by adopting Resolution No. 7369. In November, however, the Council returned to in-person meetings and allowed Resolution No. 7369 to lapse.

On January 19, 2022, the Council again unanimously voted to continue virtual City Council, Commission, Board, and other City Bodies meeting under AB 361 by adopting Resolution No 7384.

In order to extend the ability to hold virtual City Council, Commission, Board, and other City Bodies Meetings pursuant to AB 361, the City Council must make the findings and determinations under AB 361 to again allow the Council to meet virtually.

ANALYSIS:

AB 361 allows legislative bodies to meet virtually, provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. Accordingly, in order to

continue to qualify for AB 361's waiver of in-person meeting requirements, the Council must find either that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

City staff recommends that the Council extend it's ability to meet virtually by an extension of Resolution No. 7384. Should the Council do so, the ability to meet virtually will continue in effect for the next 30 days. During that time, the City Council and the City's constituent bodies may continue to teleconference without compliance with Government Code §54953(b)(3).

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

There is no fiscal impact associated with this item.

OPTIONS:

1. Approve staff recommendations; or
2. Without a majority vote of the City Council every 30 days, to extend the time, Resolution No. 7384 approving virtual meetings pursuant to AB 361 would lapse, requiring Council to hold in-person meetings until extended by a majority vote.

ATTACHMENTS:

CITY OF SANTA PAULA
VIRTUAL MEETING
CITY COUNCIL – REGULAR MEETING
JANUARY 19, 2022, 6:30 PM
MINUTES

REGULAR MATTERS - VIRTUAL MEETING

1. CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:33 p.m.

2. INVOCATION

Rev. Lupita Alonso-Redondo, M.Div. provided the Invocation.

3. FLAG SALUTE

Councilmember Cornejo led the flag salute.

4. ROLL CALL

Members Present: Councilmember Leslie Cornejo, Councilmember Carlos Juarez, Councilmember Rick Araiza, Vice Mayor Andy Sobel and Mayor Jenny Crosswhite.

5. APPROVE VIRTUAL MEETING

5.A **FINDINGS TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361**

Julie Latshaw, City Clerk, presented this item.

Vice Mayor Sobel motioned, second by Councilmember Araiza to 1) Approve Resolution No. 7384 Authorizing Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361. **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

6. PRESENTATIONS

6.A **PARKS & RECREATION DEPARTMENT ACTIVITY REPORT**

Parks and Recreation Director, Greg Barnes, presented the Parks & Recreation Department's Activity Report for the period of July 1, 2021 to December 31, 2021.

7. PUBLIC COMMENT

None.

8. CITY COUNCIL REPORTS

Councilmember Araiza:
Toured the upper Ojai Fire Station

Councilmember Juarez:
Attended the funeral services for Chief Robert Gonzales, participated in the Glen Tavern Chamber Mixer, road dune buggy in the Santa Tours, read names of Hospice Light of Life, distributed Christmas baskets with Rotary, Citizen Core meeting, and announced the loss of retired employee with the Santa Paula Police Department, James W. Rhodes.

Councilmember Cornejo:
Attended the Light Up the Life ceremony, and Property Business Improvement District meeting.

Vice Mayor Sobel:
Attended Economic Development Collaborative meetings, Social Justice Ad Hoc meeting, Southern California of Governments meeting, and announced Ventura County Transportation Commission news of the hiring of the new Executive Director, Martin Erickson.

Mayor Crosswhite:
Attended the Glen Tavern Mixer, Social Justice Ad Hoc, Ventura Regional Sanitation District, virtual roundtable with Congresswoman Julia Brownley, City Selection Committee, Ventura County Council of Governments.

9. CITY MANAGER REPORTS

City Manager Dan Singer:
Updated the effects COVID is taking on City staff and offices with limited services, meetings with De Colores and Latino Townhall, met with the new train operators from Northern Sierra, and spoke of Joe Ferguson, former employee who has recently passed.

10. CONSENT CALENDAR

Councilmember Juarez motioned, second by Councilmember Cornejo to approve Consent Calendar. **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

10.A APPROVAL OF MINUTES

RECOMMENDATION:

Staff Recommends Council approve the following Minutes.

1. City Council Regular Minutes - December 1, 2021
2. City Council Special Minutes - December 15, 2021
3. City Council Regular Minutes - December 15, 2021

10.B **DECEMBER 2021 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for December 2021, starting check number 329536 and ending check number 329786.
2. Review and accept the "Certification of Salaries" for the pay period ending dates December 3rd, 2021 through December 17th, 2021.

10.C **VENTURA COUNTY TRANSPORTATION COMMISSION GRANT FUNDING FOR FY 2021-2022**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the Santa Paula Police Department's acceptance of $119,000.00 in grant funding awarded by the Ventura County Transportation Commission for FY 2021-2022.
2. Allocate $119,000 in revenues (100-4-4500-4279) and a matching amount in expenditures (100-5-4501-610).

10.D **RESOLUTION NO. 7385 ESTABLISHING THE RECREATION LEADER /II/IIICLASSIFICATION SERIES, AMENDING THE BUILDING INSPECTOR I/II JOB DESCRIPTION AND AMENDING THE ADOPTED 2021-2023 SALARY SCHEDULE**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7385, establishing the Recreation Leader I/II/III classification series, amending the Building Inspector I/II, and amending the adopted 2021-2023 salary schedule.

10.E **FLAG DISPLAY POLICY**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 7388 enacting a Santa Paula Flag Display Policy.

11. ACTION ITEMS

Mayor Crosswhite motioned, second by Vice Mayor Sobel to approve moving item 11B and 11E before 11A. **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

11.A

PROFESSIONAL SERVICES AGREEMENT WITH CITYGATE ASSOCIATES LLC. FOR AN ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DEVELOPMENT SERVICES PROCESS.

Councilmember Juarez motioned, second by Vice Mayor Sobel to 1) Authorize the City Manager to execute a Professional Services Agreement with Citygate Associates LLC until December 31, 2022 to conduct an organizational efficiency assessment of the City of Santa Paula development services processs in an amount not to exceed $32,000; in a form approved by the City Attorney; and 2) Allocate a budget allocation for $32,000 is needed for both donation revenues (100-4-7500-6157) and professional services expenditures (100-5-3001-209). **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

11.B **ADVANCED WATER TREATMENT FACILITY PROJECT FINANCIAL PROJECTIONS AND STATE REVOLVING FUND APPLICATION**

Clete Saunier, Public Works Director presented this item. Eileen Shields with MKN Associates, provided a presentation on the Advanced Water Treatment Facility Project, and Alex Handlers with Bartlewells, provided information on the financial data.

Councilmember Juarez motioned, second by Vice Mayor Sobel to 1) Approve the Updated Wastewater Financial Projections and Advanced Water Treatment Facility Finding and authorize the City Manager to update the Clean Water State Revolving Fund loan applicatyion; and 2) Adopt Reimbursement Resolution 7382 authorizing reimbursing expenditures and indicating a reasonably expected maximum principal amount of $23 million for the AWTF project. **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

11.C **WAIVE FORMAL BIDDING AND ACCEPT CONTRACT WITH MARK43 INC.FOR COMPUTER AIDED DISPATCHING AND RECORDS MANAGEMENT SYSTEM.**

Vice Mayor Sobel motioned, second by Councilmember Cornejo to approve as amended waiving the formal bidding process and approval of a contract with Mark 43, Inc., in the amount of $636,004 for the delivery of a Computer Aided Dispatching and Records Management System for the Santa Paula Police Department, as well as services required to integrate the solution. **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, Councilmember Cornejo, Vice Mayor Sobel, and Mayor Crosswhite. NOES: None. ABSTAIN: None. ABSENT: None at time of vote.

11.D **2021-2023 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT**

Management Analyst, Jonathan Royas, presented the 2021-2023 City Council Strategic Plan Progress Report.

11.E ANALYSIS OF WASTEWATER SERVICE OPTIONS

This item was presented by Clete J Saunier, Public Works Director, Christy Ramirez, Finance Director, Gerhardt Hubner, MKN & Associates, and Michael Nunley, MKN & Associates.
Chris Theisen with Ventura Regional Sanitation District (VRSD) spoke on the workings of VRSD and would like the City of Santa Paula to extend their contract for five years.

Councilmember Araiza motioned, second by Councilmember Juarez to approve 1) Receive and file the 2022 Updated Cost Benefit Analysis; and 2) Provided Staff with direction to pursue a five-year contract extension with VRSD for the continued operation of the wastewater collection system and water recycling facili8ty (WRF). **Motion carried** by the following voice vote: AYES: Councilmember Araiza, Councilmember Juarez, and Mayor Crosswhite. NOES: Councilmember Cornejo and Vice Mayor Sobel. ABSTAIN: None. ABSENT: None at time of vote.

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

City Manager Dan Singer, explained that due to the high numbers of COVID-19 cases, we anticipate the February 2nd meeting to be held virtual. Reserve Officer Ed Jones years of service award on a later date so that it can be done at an in-person meeting. RRM Consulting is anticipated at the February 2nd meeting.

13. ADJOURNMENT

Mayor Crosswhite adjourned the meeting in memory of Joe Ferguson and James W. Rhodes at 9:27 p.m.

ATTEST:

_____
Julie Latshaw
City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: WATER DIVISION VEHICLE PURCHASE

Date: February 2, 2022

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase two (2) new service trucks for the Public Works Department, Water Division.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The Water Division's fleet consists of fifteen service vehicles. Staff conducted a review of the fleet in December 2019 to assess the condition of the vehicles and determine replacement needs. These vehicles are extensively used in daily field maintenance operations throughout the City. Some have reached the end of their useful life cycle and are requiring additional maintenance, which comes at a high cost.

Funding for purchasing three new vehicles was included in the first year of the adopted FY 2021-2023 Budget. Staff ordered the first vehicle after Council's approval to purchase in November 2021. Due to manufacturing delays combined with impacts from COVID-19, delivery of this pre-ordered vehicle is not expected until late 2022 (one year from order date). The cooperative purchasing contract order window for the remaining two vehicles had already expired for the year and would not re-open until November 2022.

ANALYSIS:

Staff is seeking Council approval to purchase the remaining two vehicles as it continues to consider all viable vehicle replacement options. Equipment manufacturing and supply-side delivery delays continue to be problematic and the need for division replacement vehicles has become a serious concern. The Public Works Department plans to replace its aging conventional fuel fleet with alternative hybrid or full electric vehicles concurrent with State mandates and in concert with City and Countywide installation of smart, readily accessible, rapid charging infrastructure, including adequate backup power generation infrastructure. However, high demand and limited supply issues related to hybrid electric and full electric vehicles, particularly trucks, has extended manufacturing and delivery timelines between the

second & third Quarter of 2023. Fleet Division Staff considered all hybrid and electric vehicle manufacturers they are trained to work on, including Ford, GM and Dodge. Therefore, due to the increasing urgency for the Water Division to replace its aging vehicles and its inability to wait up to twenty months for replacement hybrid or full electric vehicles, Staff is recommending the Council approve the purchase of two, conventional fuel vehicles at this time. The anticipated delivery date for the proposed Ford Ranger trucks is September 2022.

If approved, Staff will present the replaced vehicles as surplus (fleet) equipment requesting Council approval for their sale at a future public meeting.

STRATEGIC PLAN:

This purchase does not directly address the strategic goals within the City's adopted Strategic Plan.

FISCAL IMPACTS:

Staff solicited and received quotes for purchasing one (1) 2022 Ford Ranger XL 4WD Super Cab 6' Bed 126.8 WB pickup and one (1) 2022 Ford Ranger XL 2WD Super Cab 6' Bed 126.8 WB pickup from National Auto Fleet Group (nationally recognized cooperative purchasing agent) and an approved government contract through Sourcewell (Formerly Known as NJPA) Contract 091521-NAF. There is sufficient funding for purchasing the two vehicles, including costs for in-house outfitting each with the appropriate DOT approved lighting equipment and bed storage equipment.

Funding Source:

620 Water Enterprise Fund: Equipment - New, No. 620-5-5072-610: $67,000.

There are sufficient funds available to cover these expenses in the current fiscal year budget.

OPTIONS:

The Council has the following available alternative options to Staff's Recommendations:

1. Do not authorize the City Manager to purchase two (2) new service trucks for the Water Division. This would result in increased fleet maintenance costs associated with equipment exceeding its usable life cycle and a continued decline in work production efficiency within the Water Division.

ATTACHMENTS:

Exhibit A - Sourcewell Quote ID#19558.pdf
Exhibit B - Sourcewell Quote ID#19559.pdf

EXHIBIT A

Sourcewell Quote ID#19558

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/25/2022

Quote ID: **19558**

Order Cut Off Date: **TBA**

Mr Jose Arreola
City of Santa Paula

903 Coroporation St

Santa Paula, California, 93060

Dear Jose Arreola,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box 126.8" WB, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$32,510.00	$30,080.42	7.473 %	$2,429.58
Factory Order		$0.00		
2 additional key(s)		$600.00		
Tax (8.2500 %)		$2,531.13		
Tire fee		$8.75		
Total		$33,220.30		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)
TRANSMISSION	
Code	**Description**
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
WHEELS	
Code	**Description**
64A	WHEELS: 16" SILVER STEEL, (STD)
TIRES	
Code	**Description**
___	TIRES: P255/70R16 A/S BSW, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
AXLE RATIO	
Code	**Description**
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others

86S	TOUGH BED SPRAY-IN BEDLINER
58E	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, 6 Speakers, Day/Night Rearview Mirror

OPTION PACKAGE

Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

2022 Fleet/Non-Retail Ford Ranger XL 4WD SuperCab 6' Box 126.8" WB

WINDOW STICKER

2022 Ford Ranger XL 4WD SuperCab 6' Box 126.8" WB

CODE	MODEL	MSRP
R1F	2022 Ford Ranger XL 4WD SuperCab 6' Box 126.8" WB	$29,355.00
	OPTIONS	
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)	$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	$0.00
___	TIRES: P255/70R16 A/S BSW, (STD)	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	$0.00
___	3.73 AXLE RATIO, (STD)	$0.00
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,	$495.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
86S	TOUGH BED SPRAY-IN BEDLINER	$495.00
58E	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, 6 Speakers, Day/Night Rearview Mirror	$870.00
100A	EQUIPMENT GROUP 100A STANDARD	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$31,215.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,295.00
TOTAL PRICE	**$32,510.00**

Est City: 22 MPG
Est Highway: 29 MPG
Est Highway Cruising Range: 478.50 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost -inc: auto start-stop technology
Transmission: Electronic 10-Speed SelectShift Auto
3.73 Axle Ratio
GVWR: 6,050 lbs
50-State Emissions System
Transmission w/Driver Selectable Mode
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1696# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
18 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 16" Silver Steel
Tires: P255/70R16 A/S BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Front License Plate Bracket
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
Streaming Audio
Integrated Roof Antenna
4 Speakers
2 LCD Monitors In The Front

INTERIOR

Driver Seat
Passenger Seat
Removable Full Folding Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner

Urethane Gear Shifter Material
Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
Day-Night Auto-Dimming Rearview Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Tracker System
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Trip Computer
Analog Appearance
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera

EXHIBIT B

Sourcewell Quote ID#19559

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/25/2022

Quote ID: **19559**

Order Cut Off Date: **TBA**

Mr Jose Arreola
City of Santa Paula

903 Coroporation St

Santa Paula, California, 93060

Dear Jose Arreola,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2022 Ford Ranger (R1E) XL 2WD SuperCab 6' Box 126.8" WB, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$28,655.00	$26,675.66	6.907 %	$1,979.34
Factory Order		$0.00		
2 additional key(s)		$600.00		
Tax (8.2500 %)		$2,250.24		
Tire fee		$8.75		
Total		$29,534.65		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

CHEVROLET Ford NISSAN TOYOTA GMC

Purchase Order Instructions & Resources

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Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)
TRANSMISSION	
Code	**Description**
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
WHEELS	
Code	**Description**
64A	WHEELS: 16" SILVER STEEL, (STD)
TIRES	
Code	**Description**
___	TIRES: P255/70R16 A/S BSW, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
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AXLE RATIO	
Code	**Description**
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others

86S	TOUGH BED SPRAY-IN BEDLINER
58E	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, 6 Speakers, Day/Night Rearview Mirror

OPTION PACKAGE

Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

2022 Fleet/Non-Retail Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

WINDOW STICKER

2022 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

CODE	MODEL	MSRP
R1E	2022 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB	$25,500.00
	OPTIONS	
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)	$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	$0.00
___	TIRES: P255/70R16 A/S BSW, (STD)	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
QH	EBONY, FRONT CLOTH BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	$0.00
___	3.73 AXLE RATIO, (STD)	$0.00
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,	$495.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
86S	TOUGH BED SPRAY-IN BEDLINER	$495.00
58E	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, 6 Speakers, Day/Night Rearview Mirror	$870.00
100A	EQUIPMENT GROUP 100A STANDARD	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$27,360.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,295.00
TOTAL PRICE	**$28,655.00**

Est City: 22 MPG
Est Highway: 29 MPG
Est Highway Cruising Range: 478.50 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost -inc: auto start-stop technology
Transmission: Electronic 10-Speed SelectShift Auto
3.73 Axle Ratio
GVWR: 6,050 lbs
50-State Emissions System
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1905# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
18 Gal. Fuel Tank
Single Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 16" Silver Steel
Tires: P255/70R16 A/S BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass

Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Front License Plate Bracket
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
Streaming Audio
Integrated Roof Antenna
4 Speakers
2 LCD Monitors In The Front

INTERIOR

Driver Seat
Passenger Seat
Removable Full Folding Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats

Day-Night Auto-Dimming Rearview Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Tracker System
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Trip Computer
Analog Appearance
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: CITYWIDE ENERGY EFFICIENCY ANALYSIS AND RECOMMENDATIONS

Date: February 2, 2022

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the staff report and supporting documents.
2. Provide Staff with direction with the energy efficiency plan implementation, as recommended in this report.

Prepared by: Joseph Alvarado, Management Analyst
Maxime Le Mevel, Southern California Region Energy Network
Stephen Reno, Southern California Region Energy Network

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

In 2015, the City Council desired to reduce citywide energy usage and decrease its energy costs. The Council directed City staff to identify and implement energy efficiency measures (EEM) to meet these goals and fulfill anticipated State of California imposed energy mandates.

The City of Santa Paula (City) enrolled in the Southern California Region Energy Network (SoCalREN), a public agency program administered by the County of Los Angeles and funded by the State of California Public Utilities Commission (CPUC). SoCalREN helps public agencies identify and implement energy efficiency projects to meet local energy efficiency goals and statewide energy mandates. SoCalREN also offers free energy efficiency consulting services funded under specific CPUC programs. The City sought SoCalREN' s services and requested a citywide energy analysis to determine the most cost effective energy measures to implement for reducing energy usage and decreasing energy costs. However, no further action taken.

In 2019, the City directed staff to re-connect with SoCalREN to discuss the City's current and future energy efficiency (EE) goals. SoCalREN reciprocated interest and welcomed the opportunity to develop a public-private partnership to address and achieve the City's EE needs and goals. The City leveraged no-cost services to complete a citywide public facilities energy

efficiency report.

The City directed SoCalREN to conduct the following sequenced EE assessments:

- Assess the City's public facilities' EE infrastructure
- Determine the City's current EE capacity, EE limitations, and EE upgrade requirements
- Recommend a list of viable EEM's to reduce energy usage and costs
- Provide a financial plan listing funding sources for each recommended EEM

For the assessment, SoCalREN used the City's 2019 energy utility data to conduct and determine the City's EE infrastructure, capacity, limitations, and upgrade requirements. SoCalREN also provided the City with their EE findings, a list of EE recommendations, estimated project costs for each EEM, estimated project costs savings, including incentives and return on investment (ROI) data, and a list of funding sources with loan options that included terms and conditions.

Due to the financial and economic impacts and social implications from the COVID-19 pandemic crisis, the City decided to cease efforts and revisit these energy measures at a future date.

ANALYSIS:

In early 2020, City Council expressed to staff an interest in revamping the City's energy efficiency plan (EEP). The Council also directed staff to conduct a citywide site assessment for the installation of solar panels and battery storage equipment.

On April 5, 2021, staff issued an RFP to solicit proposals for a site assessment for solar panel installation and battery storage equipment and in response, the City received a total six (6) proposals on the due date of May 14, 2021. Ultimately, the City did not award a contract upon discovering it qualified for SoCalREN's Pathway to Zero Program (PZP) that supports public agencies on a path towards zero net energy. The City agreed to participate in the PZP program and accepted SoCalREN's offer to provide the scope of services, as listed in the RFP, at no costs to the City. SoCalREN also agreed to provide the City with EE deliverable services including, consultation, on-site assessments, labor and material costs analyses, findings, recommendations, and reporting documents.

During the same period, the City reached out to SoCalREN, once again, to solicit their services and request an update to its previous 2020 Citywide EEP and SoCalREN agreed. SoCalREN in partnership with their engineering consultant, TRC Solutions Inc. (TRC), provided a complete EE assessment under two major EE measures.

For measure one, SoCalREN/TRC provided a list of recommended EEM's to reduce public facility energy usage and energy costs. For measure two, SoCalREN conducted a comprehensive site assessment and provided recommendations as to the most optimal site locations within the City for the installation of solar panels and battery storage equipment. The proceeding sections addresses each measure in more detail.

Under Exhibit A – Comparative Energy Analysis Report (CEA), SoCalREN provides a complete and in-depth EE assessment of each city service sector and citywide energy usage and costs data.

SoCalREN/TRC summarized the City's spending into the following four (4) service sectors: Water Pumping, Street & Traffic Lights, Agency Buildings, Outdoor & Park Lighting. SoCalREN determined that the City paid $1.16 million in energy costs on electricity and natural gas. Provided below is a breakdown of the City's total energy usage and total energy costs, on an annual basis, for each service sector.

	Total Energy Usage	Total Energy Costs
Water & Sewer Pumps	66%	$772,713
Streets and Traffic Lights	20%	$231,826
Public Facilities	12.6%	$146,805
Outdoor/Parking Lights	0.8%	$9,402
Total	100%	$1,160,746

SoCalREN/TRC coordinated closely with Staff to collect facility data in order to identify the best EEM options. SoCalREN identified and determined the following EEM's for reducing energy usage and energy costs.

- Retrofit public facility interior and exterior permanent lighting fixtures
- Replace HVAC systems at seven public facilities
- Retrofit street and traffic lighting
- Retrofit outdoor and parking lighting
- Upgrade WRF equipment with Ammonia Analyzers
- Upgrade WRF equipment with DO Controls on Aerobic Digesters

For complete details to SoCalREN/TRC assessments, findings, and recommendations, reference Exhibit B - Citywide Public Facilities Project Proposal.

Provided below is SoCalREN/TRC estimated total project implementation costs for all EEM's listed above, followed by the simple payback in years.

Gross Project Costs:	$435,649
Estimated SCE Incentives:	$59,765
Net Project Costs:	$375,884

EEM	Location	Simple Payback Years
Lighting retrofits	Citywide Owned Property	5.95
HVAC Replacements	Citywide Public Facilities	4.0
Ammonia Analyzers	WRF	4.5
Aerobic Digesters DOC	WRF	4.7

The fiscal impact section contains a list of available funding sources.

For measure two, SoCalREN/TRC conducted this assessment under their PZP. The PZP seeks to integrate the most cost effective distributed energy resource (DER) technology options for meeting the City's EE needs and goals. DER's are small modular energy generation and storage technologies that provide electric energy capacity where you need it most with the ultimate goal of reducing energy usage and decreasing energy costs.

Under Exhibit C – Citywide Solar Panel and Battery Storage Site Assessment Report,

SoCalREN/TRC provides a complete and in-depth assessment of each public facility site analysis, including total project costs, project savings, project incentives, simple payback, and ROI's.

SoCalREN/TRC conducted a facility site assessment in three (3) stages for determining the most optimal solar photovoltaic (PV), battery energy storage system (BESS), and electric vehicle charging station (EVCS) opportunities.

In stage one, SoCalREN/TRC analyzed 107 city owned electrical meters and based on preliminary utility data assessments, 97 sites were deemed unfeasible locations with review findings for solar PV. For complete details, reference Appendix A of Exhibit C.

In stage two, SoCalREN/TRC assessed ten (10) potential site locations for DER measures. SoCalREN/TRC conducted high-level costs and savings calculations. Six sites were unfeasible locations with review findings for solar PV. Ultimately, four (4) potential site locations were selected for stage three assessment. The original ten (10) facility meters assessed for solar PV potential are included in Appendix B of Exhibit C.

In stage three, SoCalREN/TRC performed on-site assessments at four (4) locations that presented the greatest solar PV potential for DER measures. TRC also conducted advanced high-level costs and savings calculations at each site location.

The four (4) sites listed below possessed the greatest solar PV potential:

- Water Reclamation Facility (WRF)
- Police Department / City Hall / Community Development
- Steckel Water Plant Building and Activity Room (Community Center)
- Community Center

Based on SoCalREN/TRC's on-site audits, various DER measures where identified considering each facility's current EE infrastructure and EE capacity, limitations, and upgrade requirements. The equipment age and types, usage pattern, and operational capabilities where also taken into account.

Water Reclamation Facility (WRF)

The City's WRF offers solar PV potential with an adjacent open lot that has 54,000 SF of space that currently has no planned use. Based on the WRF's energy profile, EE infrastructure, capacity, limitations, and upgrade requirements, SoCalREN determined this site as an ideal location for solar PV and BESS. The WRF's rooftops are a mixture of flat and pitched (southwest and southeast) open spaces. Provided below is the cost breakdown that reflects the installation of solar PV and BESS, including the estimated simple payback of 16.0 years and return on investments at 123%. The fiscal impact section contains the list of funding sources.

Site Location	Cost Savings	Gross Project Costs	Incentives	Net Measure Costs
WRF	$64,000	$1,404,000	$365,000	$1,039,000

Police Department / City Hall / Community Development Department

The Police Department (PD), City Hall (CH) and Community Development Department (CDD) buildings offer solar PV and BESS potential. CH and CDD were evaluated as one campus, while PD was evaluated as a standalone. CH offers 7,500 SF in rooftop space and CDD offers 4,400 SF in rooftop space. CH and PD have flat open rooftops, while CDD's rooftop is used to hold HVAC equipment. The three buildings share a 21,600 SF parking lot. Based on CH/PD's energy profile, EE infrastructure, capacity, limitations, and upgrade requirements, SoCalREN determined this site as an ideal location for solar PV and BESS.

The cost breakdown provided below reflects the installation of solar PV and BESS followed by the simple payback in years and ROI. The fiscal impact section contains the list of funding sources.

EEM	Location	Cost Savings	Gross Project Costs	Incentives	Net Measure Costs
Solar	CH/PD	$24,000	$680,000	$177,000	$503,000
BESS	CH/PD	$4,400	$101,000	$101,000	$41,000
Total		$29,200	$781,000	$237,000	$544,000

EEM	Location	Simple Payback Years	ROI
Solar	CH/PD	20.0	99%
BESS	CH/PD	9.0	215%

Community Center / Water Filtration Building / Cultural Arts Center

The Water Filtration Building (WFB) and Cultural Arts Center (CAC) were evaluated as one campus and both offer solar PV potential. The WFB may be structurally incapable of holding rooftop solar panels, but the CAC is equipped with a southwest-facing pitched roof that will require structural evaluation. The Community Center (CC) was evaluated as a standalone. Based on the CC energy profile, EE infrastructure, capacity, limitations, and upgrade requirements, SoCalREN determined this site as an ideal location for solar PV and BESS. The CC has a 15,200 SF building. The CC shares a parking lot with the WFB and CAC. A positive feature is that the building has both flat and southwest facing pitched rooftop space.

Provided below is the cost breakdown that reflects the installation of solar PV and BESS for all three buildings, followed by the simple payback in years and the ROI's.

EEM	Location	Cost Savings	Gross Project Costs	Incentives	Net Measure Costs
Solar	WFB	$15,800	$509,000	$132,000	$377,000
Solar	CC	$6,700	$139,000	$36,000	$103,000
BESS	CC	$2,300	$57,000	$26,000	$31,000
Total		$24,800	$705,000	$194,000	$511,000

EEM	Location	Simple Payback Years	ROI
Solar	WFB	24.0	84%
Solar	CC	15.0	130%
BESS	CC	13.0	148%

Electric Vehicle Charging Stations (EVCS): Public and Private Access

SoCalREN/TRC is proposing an installation of twenty (20), Level 2, public access EVCS. Eight (8) will be located in the City's Historic Downtown sector while twelve (12) will be located in the parking lot located directly behind the Public Works Department Building. Based on the sites energy profile, EE infrastructure, capacity, limitations, and upgrade requirements, SoCalREN/TRC determined this site as an ideal location for EVCS

Each EVCS will require an internet connection for usage tracking and each charging station qualifies for SCE rebates.

Provided below is the cost breakdown for the installation of EVCS for public access. The fiscal impact section contains the list of funding sources.

EEM	Location	Gross Project Costs	Incentives	Net Measure Costs
EVCS	830 E. Main St.	$240,000	$192,000	$48,000
EVCS	866 E. Main St.	$80,000	$64,000	$16,000
EVCS	926 E. Main St.	$80,000	$64,000	$16,000
Total		$400,000	$320,000	$80,000

SoCalREN/TRC is also proposing an installation of sixteen (16), level 2, private access EVCS. Ten (10) EVCS will be located at the Corporate Yard and six (6) will be located at the Water Division, Palm Yard. Based on the sites energy profile, EE infrastructure, capacity, limitations, and upgrade requirements, SoCalREN/TRC determined these sites as ideal locations for EVCS. Each EVCS will require an internet connection for usage tracking and each charging station qualifies for SCE rebates.

Provided below is the cost breakdown that reflects the installation of EVCS for private access at the Corporate Yard and the Palm Yard. The fiscal impact section contains the list of funding sources.

EEM	Site Location	Gross Project Costs	Incentives	Net Measure Costs
EVCS	130 S. Palm	$200,000	$200,000	$0
EVCS	950 Corp. Pl.	$120,000	$120,000	$0
Total		$320,000	$320,000	$0

Note that other locations, specifically within City-owned parking lots in the downtown area were not included in this analysis, but can be researched and evaluated upon Council direction.

Staff recommends that Council consider these EEM's as a whole or in parts, contingent upon Staff returning to Council at a future date with more in-depth financing options.

STRATEGIC PLAN:

This initiative supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Objective 5: Explore funding opportunities to analyze and develop an Energy Efficiency Program (EEP) that may include: electric vehicle charging stations, solar alternative power

infrastructure, and a citywide clean energy purchasing program.

The Citywide Energy Efficiency Program (EEP), if approved by Council and upon being sufficiently funded, will fulfill this Objective.

FISCAL IMPACTS:

For fiscal year, 2021-22 and 2022-23, there are no funds allocated to support the implementation of all the EEM's. While there are three (3) million dollars set aside in the water enterprise fund from recent bond restructuring that could potentially be used for EE projects that meet specific bond requirements, those projects are required to be specific to the Water Fund. Another viable funding source is for the City to acquire loans to cover all three proposed EE project costs. The proceeding tabulation below provides the total project cost for each EE measure and the estimated simple payback. For detailed project costs, reference Exhibit E - Project Labor and Material Cost Calculations.

The Finance Department has not yet reviewed these figures or engaged in discussions regarding the presented loan options. Once Council has provided direction on the EEP, staff will return with further fiscal impacts and recommended funding options.

Project	Gross Costs	Annual Savings	Incentives	Net Present Costs
EEM	$435,649	$96,358	$59,765	$375,884
Solar/BESS	$2,880,000	$117,900	$794,000	$2,086,000
EVCS	$720,000	$4,650	$640,000	$80,000
Total	$4,035,649	$218,908	$917,765	$2,541,884

Project	Simple Payback Years
EEM	4.0
Solar/BESS	15.0
EVCS	13.0

SoCalREN has identified the following four (4) funding sources for implementing each EEM. For complete details, reference Exhibit D – Financing Services.

1. SoCalREN's Revolving Savings Fund (RSF)
2. California Energy Commission's Energy Conservation Assistance Act (CEC ECAA)
3. Utility On-bill Financing (OBF) offered by SCE and SoCalGas
4. IBank California Lending for Energy & Environmental Needs (CLEEN)

RSF provides up-front financing to bridge the delay between construction and acquisition of long-term financing for public agency facility EE upgrades. Some basic loan terms and conditions include:

- 0% Interest loan rate
- One-time 1% service fee
- Loan term up to 5 years
- No loan minimum

CEC-ECAA provides public agencies with low interest loan rates with exceptional loan terms and conditions for EE and energy generation projects. Some basic loan terms and conditions include:

- 1% Interest loan rate
- Maximum loan is $3 million per application
- Applications are accepted on a first-come, first serve basis
- Loan can fund 100% of project costs within a 17 year maximum simple payback
- Loan must be repaid from energy savings within a maximum of 20 years

OBF assists eligible customers finance EE projects that are eligible for utility incentives. Some basic loan terms and conditions include:

- 0% Interest loan rate
- No-fee loan repaid through the customer's monthly energy bill
- SCE/SCG business customers eligible for OBF funding
- Loan term max. 10 years
- Loan amount range $5,000 to $1 Million with a one-time option of a $4 million loan
- Loans above $250,000 may not be combined with rebates or other utility incentives
- Applications are accepted on a rolling basis

iBank CLEEN Program in partnership with the Statewide Energy Efficiency Program (SWEEP) offers financing for public facility and street lighting upgrade projects. Some basic loan terms and conditions include:

- All or any part of the costs of construction and renovation are eligible for financing
- Applicants must demonstrate project-readiness and feasibility to complete construction within 2 years after IBank's financing approval
- IBank prioritizes projects in areas with high unemployment rates, low median family income, declining or slow growth in labor force employment, or high poverty rates
- Applications on a rolling basis

OPTIONS:

The Council has the following available options relative to the recommendations provided within this report:

1. Council may reject all recommendations presented in the EEP report and direct Staff to discontinue further EEP research and analysis.
2. Select a partial list of projects from among the three primary EEP measures including, EEM's, Solar PV / BESS and EVCS and return with a more detailed financial analysis of those projects at a future Council meeting.
3. Select all projects as presented in the EEP Report for the three primary EEP measures including, EEM's, Solar PV / BESS and EVCS and return with a more detailed financial analysis of those projects at a future Council meeting.

ATTACHMENTS:

Exhibit A - Comparative Energy Analysis Report.pdf
Exhibit B - Citywide Public Facilities Project Proposal.pdf

Exhibit C - Citywide Solar Panel and Battery Storage Site Assessment Report.pdf
Exhibit D - Financing Services.pdf
Exhibit E - Project Labor and Material Cost Calculation.pdf

EXHIBIT A

Comparative Energy Analysis Report

Comparative Energy Analysis Report

Prepared for

City of Santa Paula

Prepared by

The Energy Coalition

On Behalf of

The Southern California Regional Energy Network Public Agency Project Delivery Programs

Date

5/20/2020

Southern California
REGIONAL ENERGY NETWORK

Table of Contents

1. Overview 1
2. Total Energy Portfolio 2
3. Water Pumping 3
4. Street & Traffic Lights 4
5. Building Summary 5
6. Outdoor & Park Lights 6

Appendix A – Methodology 7

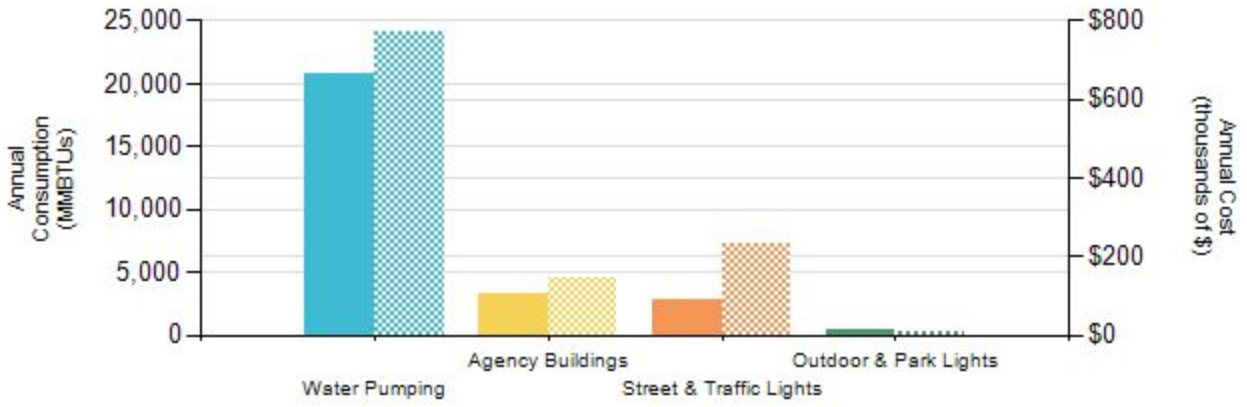
1. Overview

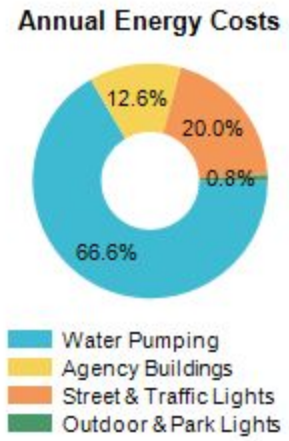
This report is intended to provide a framework for the City of Santa Paula, referred to as “Agency” herein, to identify inefficient facilities and infrastructure and prioritize further investigation and energy efficiency retrofit work. This analysis uses only energy billing data provided by the Agency to analyze energy use across Agency assets, and to help identify opportunities for energy efficiency improvements. Many factors affect the energy use in different assets, including age, type of heating, ventilation, air conditioning (HVAC), and lighting equipment, facility occupancy and hours, plug loads, and climate. Once individual opportunities with the greatest potential for energy savings are identified, a more detailed screening of those facilities can be performed to identify the specific sources of the inefficiencies.

This report was created by The Energy Coalition on behalf of the Southern California Regional Network (www.socalren.org). Any questions about this report can be directed to your assigned Project Manager, Megan Ong at mong@energycoalition.org.

2. Total Energy Portfolio

Your Total Annual Energy Cost is $1,160,746





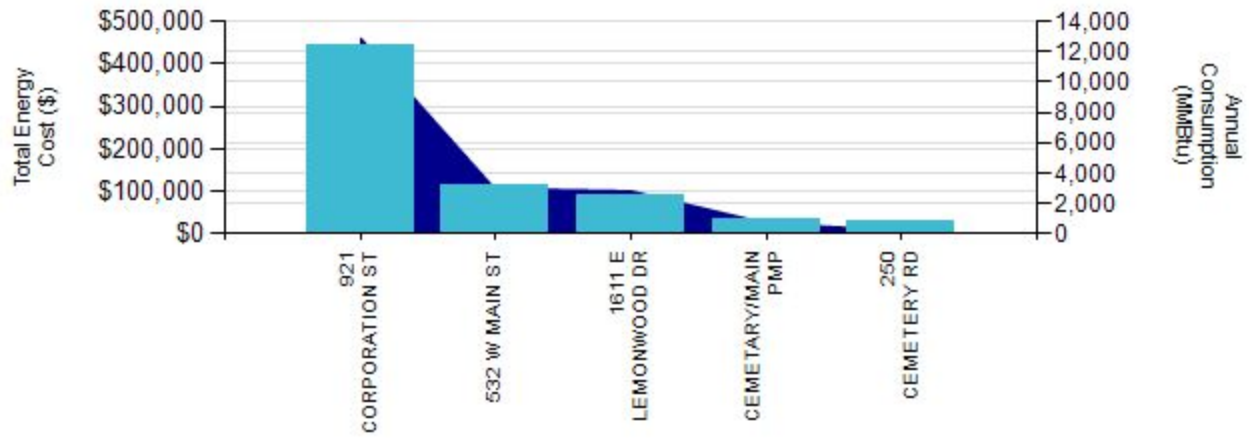
Key: Solid color represents consumption, hashed color represents cost

Table 1: Total Energy Portfolio (Annual)

Agency Energy Use	Electric Consumption (kWh)	Electric Cost ($)	Gas Consumption (therms)	Gas Cost ($)	Total Energy Consumption (MMBtus)	Total Energy Cost ($)	GHG Emissions (lbs CO2)
Water Pumping	6,090,296	$772,713	0	$0	20,780	$772,713	3,148,683
Street & Traffic Lights	837,911	$231,826	0	$0	2,859	$231,826	433,200
Agency Buildings	641,652	$134,569	11,301	$12,236	3,319	$146,805	331,734
Outdoor & Park Lights	113,952	$9,402	0	$0	389	$9,402	58,913

3. Water Pumping

Your Annual Energy Cost for Water Pumping is $772,713 and 66.6% of the Total Cost.





Key: Displays the top 5 consuming pumping service accounts. Columns represent Cost, Area represents Consumption.

Table 2: Water Pumping (Annual)

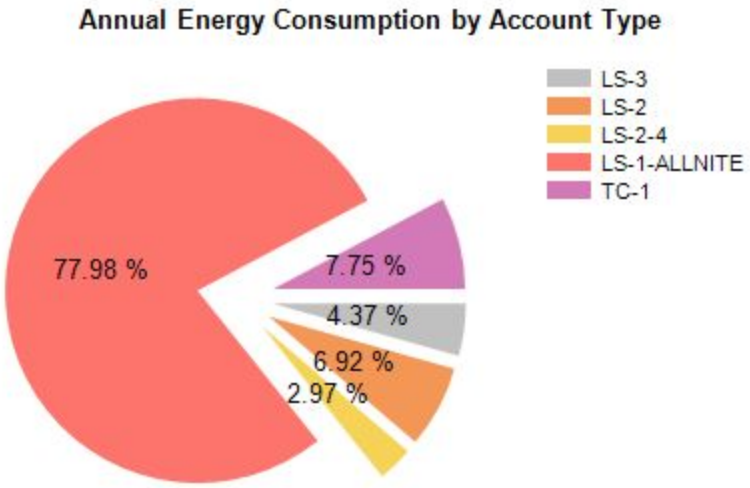
Site Name	Address	Electric Consumption (kWh)	Electric Cost ($)	Electric Rate ($/kWh)
Water Recycling Facility	921 Corporation St	3,774,656	$442,012	$0.12
Well #14	532 W Main St	879,171	$112,710	$0.13
Well #12	1611 E Lemonwood Dr	833,641	$89,450	$0.11
Well #11	Cemetery/Main Pmp	209,874	$34,860	$0.17

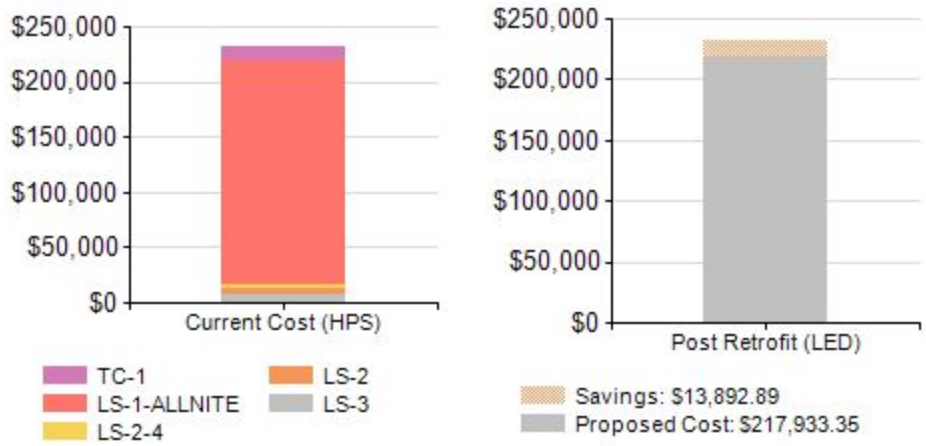
Assumption - 65% of all pumps need to be upgraded. Those pumps will reduce consumption by 7.5% kWh post retrofit.
Calculation - projected savings are 7.5% of 65% of the total PA consumption (for ALL pump accounts)

Well #13	250 Cemetery Rd	73,742	$29,246	$0.40

4. Street & Traffic Lights

Your Annual Energy Cost for Street & Traffic Lights is $231,826 and 20.0% of the Total Cost.





Assumption -agencies can save 50% on annual street & traffic light kWh consumption by converting HPS to LED.
Calculation – projected savings are 50% of the total kWh consumption of agency owned street and traffic lights (TC-1, LS-2, and LS-3). LS-1 street lights are not included in projected savings.

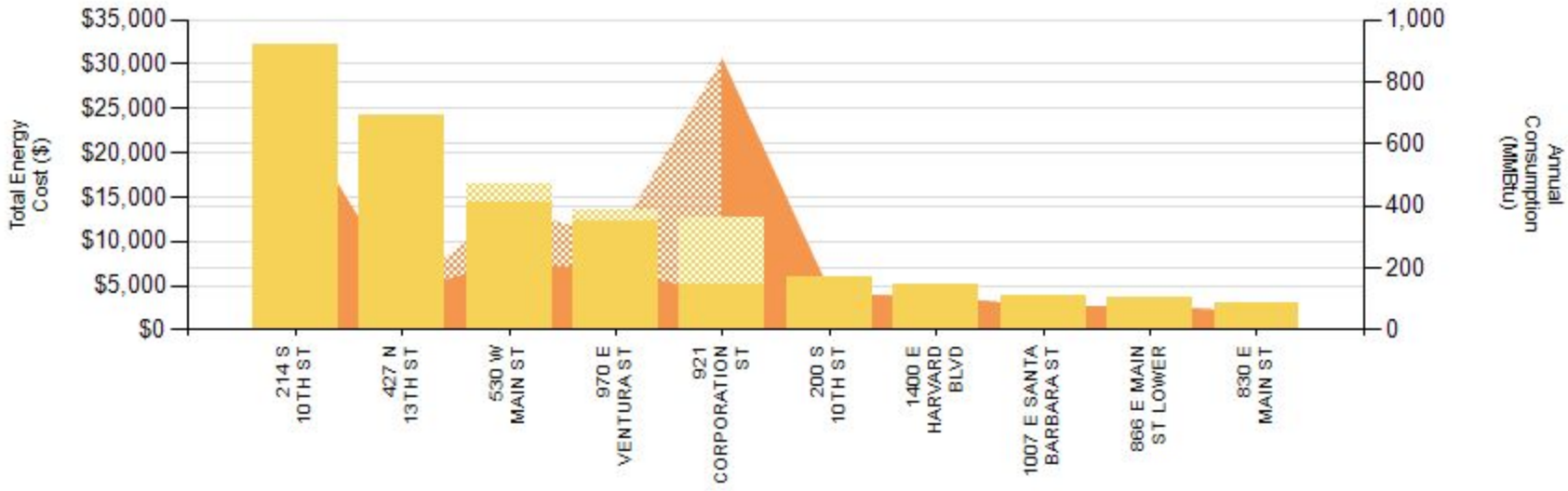
Table 3: Street & Traffic Lights (Annual)

Tariff	Tariff Description	Electric Consumption (kWh)	Electric Cost ($)	Electric Rate ($/kWh)
LS-1-ALLNITE	Street Lights (SCE Owned)	653,417	$204,040	0.31

TC-1	Traffic Signal Lights (Agency Owned)	64,968	$12,086	0.19
LS-3	Street Lights (Agency Owned - metered)	36,654	$7,094	0.19
LS-2	Street Lights (Agency Owned - unmetered)	57,948	$5,672	0.10
LS-2-4	Street Lights (Agency Owned - unmetered)	24,924	$2,933	0.12

5. Building Summary

Your Annual Energy Cost for Buildings is $146,805 and 12.6% of the Total Cost.



Key: Displays the top 10 consuming Buildings. Yellow columns represent Cost, Orange area represents Consumption. Electricity is the solid shade, Natural Gas is the hashed shade. Facilities over 50,000 sq/ft are required to be in compliance with the California Energy Benchmarking Public Disclosure Program (AB 802).

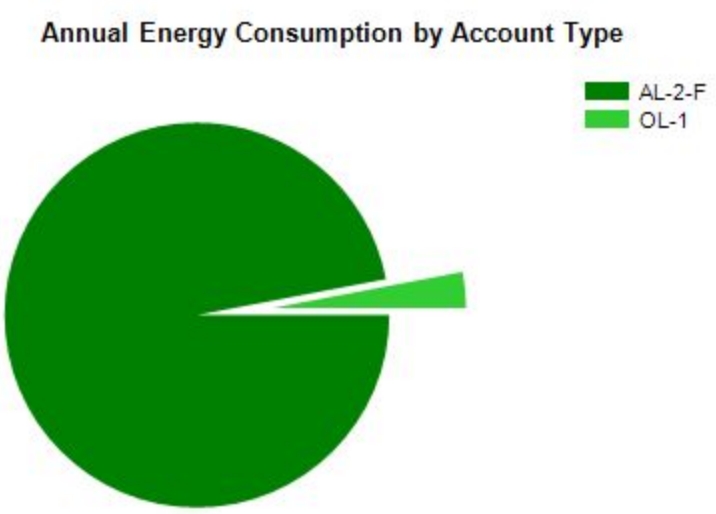
Table 4: Building Summary (Annual)

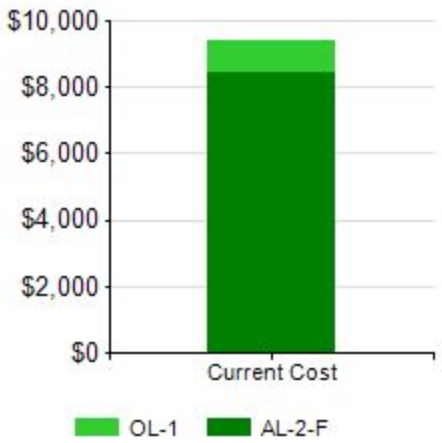
Site Name	Address	Electric Consumption (kWh)	Electric Cost ($)	Electric Rate ($/kWh)	Gas Consumption (therms)	Gas Cost ($)	Gas Rate ($/therm)
POLICE DEPARTMENT	214 S 10TH ST	201,297	$32,116	$0.16	0	$0	$0.00

LAS PIEDRAS PARK	427 N 13TH ST	37,431	$24,239	$0.65	0	$0	$0.00
COMMUNITY CENTER	530 W MAIN ST	62,063	$14,392	$0.23	1,776	$2,059	$1.16
SANTA PAULA CITY HALL	970 E VENTURA ST	57,046	$12,276	$0.22	1,016	$1,306	$1.29
WASTEWATER TREATMENT PLANT	921 CORPORATION ST	31,520	$5,135	$0.16	7,636	$7,538	$0.99
COMMUNITY DEVELOPMENT	200 S 10TH ST	34,647	$5,980	$0.17	0	$0	$0.00
HARDING PARK	1400 E HARVARD BLVD	29,448	$5,012	$0.17	0	$0	$0.00
CITY FACILITY	1007 E SANTA BARBARA ST	22,803	$3,927	$0.17	0	$0	$0.00
PUBLIC WORKS DEPARTMENT	866 E MAIN ST LOWER	21,089	$3,653	$0.17	0	$0	$0.00
830 E MAIN ST	830 E MAIN ST	16,897	$2,918	$0.17	0	$0	$0.00

6. Outdoor & Park Lights

Your Annual Energy Cost for Outdoor & Park Lights is $9,402 and 0.8% of the Total Cost.







Assumption -agencies can save 50% on annual outdoor & park light kWh consumption by converting HPS to LED.
Calculation – projected savings are 50% of the total kWh consumption of outdoor & park lights.

Table 5: Outdoor & Park Lights (Annual)

Name	Address	Tariff	Electric Consumption (kWh)	Electric Cost ($)	Electric Rate ($/kWh)
Area Lighting	Various	AL-2-F	110,544	$8,462	$0.08

Area Lighting	Various	OL-1	3,408	$941	$0.28

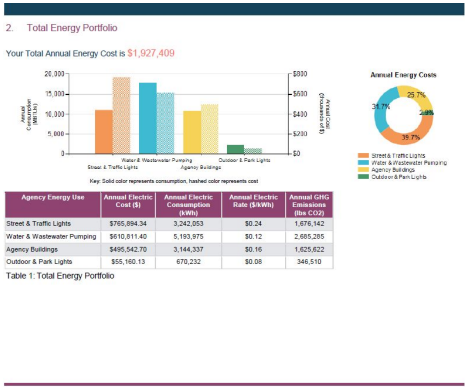
Appendix A - Methodology

1. Data Sources

- Building information, energy usage and cost data used in this analysis were derived from utility consumption billing data provided by agency staff.
- Utility consumption billing data used in this analysis were derived from SCG gas tariffs and SCE electric tariffs
- For more information about the utility tariffs included in this analysis refer to:
    - SCG Gas Tariffs: For more information about Southern California Gas tariffs; https://www.socalgas.com/regulatory/tariffs/tariffs-rates.shtml
    - SCE Electric Tariff: For more information about Southern California Edison tariffs; https://www.sce.com/wps/portal/home/regulatory/tariff-books/rates-pricing-choices
- Analysis period for electricity and gas results were based on usage during period January 1, 2019 – December 31, 2019.
- In some cases, multiple meters were associated with a single facility or asset type. For such facilities, to generate estimates of facility-wide energy use, energy usage and cost values were aggregated by summing energy usage and cost values for each day in the analysis period.
- GHG emissions data used in this analysis were calculated using the conversion: 517 lb CO2/MWh + 11.91 lbs CO2/therm [1,2].

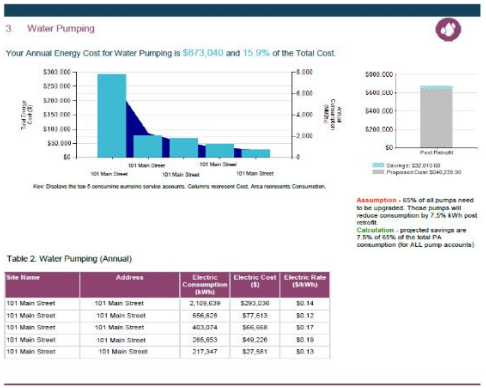
2. Total Energy Portfolio

- Total Energy Portfolio data represents an analysis of each agency facility type annual energy costs, annual energy consumption (kWh and therms), GHG Emissions and total annual energy costs for agency facility types based on MMBtus.
- The following agency assets are included in the Total Energy Portfolio:
    - Water Pumping
    - Street & Traffic Lights
    - Buildings
    - Outdoor & Parks Lights



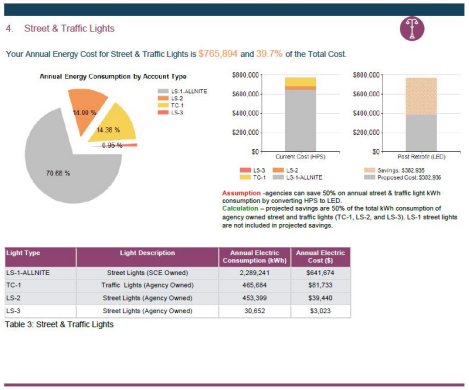
3. Water Pumping

- Water pumping data represents an analysis of the top five highest energy consuming water and wastewater pumping SCE and SCG service accounts annual energy costs, annual energy consumption (kWh and therms) and total annual energy costs.
- Water pump conversion data used in this analysis is derived on the assumption that 65% of all existing pumps need to be upgraded. Of the 65% of pumps requiring upgrades, it is assumed that the pumps will save 7.5% of their annual kWh consumption [3].



4. Street & Traffic Lights

- Street & traffic light data represents an analysis of annual energy costs and annual energy consumption (kWh) per SCE street & traffic light tariff type.
- Annual cost savings reflects only agency owned street lights in the analysis; assumed cost savings conversion is based on converting HPS to LED agency owned traffic and street lights [3].
- On average, agencies can save 50% on annual kWh consumption by converting HPS to LED, which also results in cost savings [3].

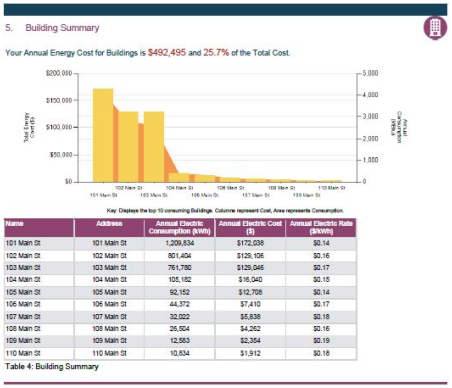


Light Type	Light Description	Annual Electric Consumption (kWh)	Annual Electric Cost ($)
LS-1-ALLNITE	Street Lights (SCE Owned)	2,289,241	$641,674
TC-1	Traffic Lights (Agency Owned)	465,664	$81,733
LS-2	Street Lights (Agency Owned)	453,399	$39,440
LS-3	Street Lights (Agency Owned)	30,652	$3,023

Table 3: Street & Traffic Lights

5. Building Summary

- Building summary data is weather normalized and includes the following metrics for the top ten highest energy-consuming agency buildings' (total annual energy costs): annual energy costs and annual energy consumption (kWh and therms).

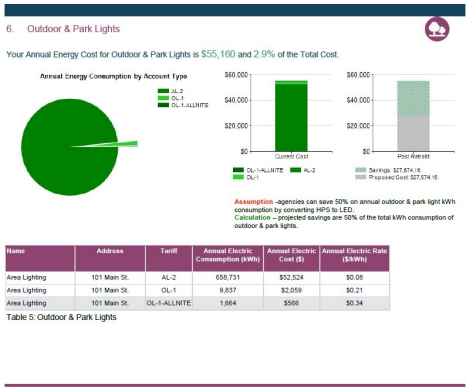


Name	Address	Annual Electric Consumption (kWh)	Annual Electric Cost ($)	Annual Electric Rate ($/kWh)
101 Main St	101 Main St	1,209,834	$172,038	$0.14
102 Main St	102 Main St	801,404	$129,106	$0.16
103 Main St	103 Main St	761,780	$129,046	$0.17
104 Main St	104 Main St	105,182	$16,040	$0.15
105 Main St	105 Main St	92,152	$12,706	$0.14
106 Main St	106 Main St	44,372	$7,410	$0.17
107 Main St	107 Main St	32,022	$5,838	$0.18
108 Main St	108 Main St	26,504	$4,262	$0.16
109 Main St	109 Main St	12,583	$2,354	$0.19
110 Main St	110 Main St	10,834	$1,912	$0.18

Table 4: Building Summary

6. Outdoor & Park Lights

- Outdoor & park lights data represents an analysis of annual energy costs, annual energy consumption (kWh)and total annual energy costs per SCE outdoor and park lighting tariff type.



6. Outdoor & Park Lights

Your Annual Energy Cost for Outdoor & Park Lights is $55,160 and 2.9% of the Total Cost.

Annual Energy Consumption by Account Type

AL-2
OL-1
OL-1-ALLNITE

$60,000
$40,000
$20,000
$0

Current Cost

Post Retrofit

OL-1-ALLNITE
AL-2
OL-1

Savings: $27,574.16
Proposed Cost: $27,574.16

Assumption -agencies can save 50% on annual outdoor & park light kWh consumption by converting HPS to LED.
Calculation – projected savings are 50% of the total kWh consumption of outdoor & park lights.

Name	Address	Tariff	Annual Electric Consumption (kWh)	Annual Electric Cost ($)	Annual Electric Rate ($/kWh)
Area Lighting	101 Main St.	AL-2	658,731	$52,524	$0.08
Area Lighting	101 Main St.	OL-1	9,837	$2,059	$0.21
Area Lighting	101 Main St.	OL-1-ALLNITE	1,664	$566	$0.34

Table 5: Outdoor & Park Lights

Endnotes

[1] Corporate Responsibility Report. (2015). In Southern California Edison. Retrieved from https://www.sce.com/wps/wcm/connect/c0fceef5-e04a-4287-8301-8e66e3e5fbac/2014_Corporate+Responsibility+Report_FINAL+single-page.pdf?MOD=AJPERES&ContentCache=NONE

[2] Adams, L.S., Nicols, M.D., Goldstene, J. N. (2008). Climate Change Scoping Plan.In California Air Resources Board. Retrieved from https://www.arb.ca.gov/cc/scopingplan/document/appendices_volume2.pdf

[3] Based on SoCalREN previous project estimates.

EXHIBIT B

Citywide Public Facilities Project Proposal

Project Summary

The City of Santa Paula enrolled in SoCalREN in November 2015 to take advantage of the no-cost services available to help the agency identify and execute energy efficiency projects. In early 2020, the City expressed interest in identifying city-wide energy efficiency opportunities. Due to stay at home orders, in-person audits could not occur therefore SoCalREN coordinated closely with the City staff to collect facility data in order to identify energy efficiency measures. This Project Proposal summarizes the most beneficial measures identified during the audit: retrofitting the city's streetlights, upgrading the interior and exterior lighting, and process upgrades at the water recycling facility. At an estimated gross project cost of $435,649, Santa Paula can reduce annual energy and maintenance costs by an estimated $96,358.

Benefits of this project include increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions by 390 metric tons annually.

Estimated Savings	Estimated Net Savings (NPV)	Simple Payback Period
$8,030 per month **$96,358** per year	**$513,089** over project lifetime	**4.23 Years**

Monthly and annual savings include energy and maintenance cost savings

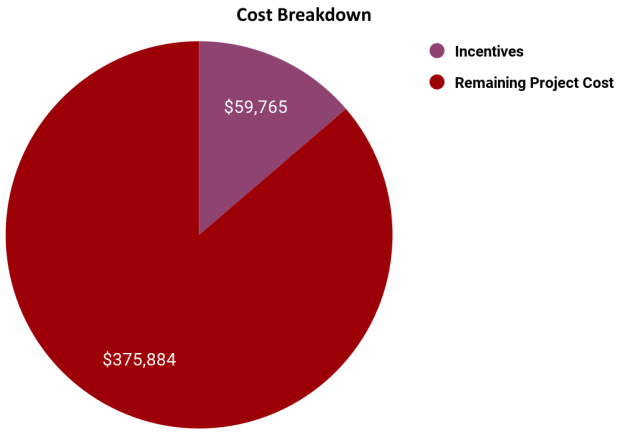
Project Financials

Project Costs	
Gross Project Cost	$435,649
Estimated Incentives	$59,765
Net Project Cost	**$375,883**

Additional costs, such as construction management or staff time, are not included in this table. Incentive reimbursements are not received until after the project has been completed and approved by the Utilities.

Project Financial Metrics	
Net Present Value (NPV) - Cash Only	$513,089
Simple Payback Period (SPP)	4.23
Return on Investment (ROI)	1.37

Financial metrics definitions can be found in Appendix A.



Up-front capital requirements are often the greatest obstacle in pursuing energy efficiency retrofit projects. However, by utilizing the estimated $59,75 in incentives, Santa Paula City will be left with $375,883 out-of-pocket cost.

Energy Savings Measures

Project/ Facility	Energy Efficiency Measure	On Bill kWh Savings	Estimated SCE Incentive	On-Bill kW Savings	Gross Project Cost	Remaining Project Cost
City of Santa Paula WRF	Ammonia Analyzers	193,133	$43,865.00	22	$116,157	$72,292
City of Santa Paula WRF	DO Controls on Aerobic Digesters	70,007	$15,900.22	8	$44,430	$ 28,530
Community Center	Replace standard efficiency HVAC	45,895	$0	15.3	$24,520	$24,520
LS-2	Retrofit existing standard efficiency lighting	35,955		8.21	$18,179	$18,179
City Hall	Replace standard efficiency HVAC	31024		15.5	$29,327	$29,327
Bike Path	Retrofit existing standard efficiency lighting	30,047		6.86	$8,827	$8,827
Corporation Yard	Retrofit existing standard efficiency lighting	22,082		7.96	$50,355	$50,355
TC-1	Retrofit existing standard efficiency lighting	20,104		4.59	$6,432	$6,432
Community Development	Replace standard efficiency HVAC	17,972		9	$19,455	$19,455
Depot Building	Retrofit existing standard efficiency lighting	13,778		6.2	$7,957	$7,957
Santa Paula Police Department	Replace standard efficiency HVAC	10,209		3.4	$10,901	$10,901
Community Center / Senior Center	Retrofit existing standard efficiency lighting	9,025		3.9	$20,064	$20,064
Teague Park	Retrofit existing standard efficiency lighting	8,059		9.42	$9,017	$9,017
LS-3	Retrofit existing standard efficiency lighting	7,407		1.69	$3,922	$3,922
Boys & Girls Club / Head Start Bldgs	Retrofit existing standard efficiency lighting	6,873		2.88	$15,140	$15,140
Pump Station	Retrofit existing standard efficiency lighting	6,360		4.14	$13,359	$13,359
Harding Park	Retrofit existing standard efficiency lighting	5,233		1.98	$13,256	$13,256
Las Piedras Park	Retrofit existing standard efficiency lighting	4,906		6.23	$10,158	$10,158
Well	Retrofit existing standard efficiency lighting	4,399		1.07	$1,364	$1,364
Centralized Water Conditioning Facility	Retrofit existing standard efficiency lighting	2,420		1.37	$5,243	$5,243

Cultural Arts Building	Retrofit existing standard efficiency lighting	2,273		1.27	$1,970	$1,970
Mill Park	Retrofit existing standard efficiency lighting	1,787		0.45	$2,198	$2,198
Veterans Memorial Park / Skate Park	Retrofit existing standard efficiency lighting	1,467		0.34	$1,509	$1,509
Ebell Park	Retrofit existing standard efficiency lighting	1,051		0.24	$1,474	$1,474
Obregon Park	Retrofit existing standard efficiency lighting	241		0.06	$310	$310
Moreton Bay Fig Tree Park/Railroad Plaza	Retrofit existing standard efficiency lighting	438		0.10	$125	$125
TOTALS		552,145	$59,765.22	142.16	$435,649	$375,884

Cash Flow Analysis

The SoCalREN provides expert guidance identifying financing opportunities available for public agencies and applying and securing them for eligible agencies. Options that are available to Santa Paula include Cash and the SoCalREN Revolving Savings Fund (RSF). Additional details about RSF can be found in Appendix B.

The projected annual cash-flow for the City of Santa Paula is outlined below.

Year	Incentives & Financing	Est. Utility Savings	Est. Maintenance Savings	Total Cash Inflows	Total Cash Outflows	Net Cash Flows (Present Value)
0	$59,765			$59,765	($435,649)	($375,884)
1	$0	$80,760	$12,673	$93,433	$0	$93,433
2	$0	$81,442	$12,694	$94,135	$0	$94,135
3		$57,581	$9,325	$66,906	$0	$66,906
4		$58,067	$9,340	$67,407	$0	$67,407
5		$58,557	$9,355	$67,912	$0	$67,912
6		$59,051	$9,371	$68,421	$0	$68,421
7		$50,347	$8,081	$58,427	$0	$58,427
8		$50,771	$8,094	$58,865	$0	$58,865
9		$51,200	$8,108	$59,307	$0	$59,307
10		$51,632	$8,121	$59,752	$0	$59,752
11		$52,067	$8,134	$60,201	$0	$60,201
12		$52,506	$8,148	$60,654	$0	$60,654
13		$21,830	$2,498	$24,328	$0	$24,328
14		$22,014	$2,502	$24,517	$0	$24,517
15		$22,200	$2,507	$24,706	$0	$24,706
	Totals	**$770,023**	**$118,950**	**$948,738**	**($435,649)**	**$513,089**

*all values are in Present Value

Project Milestones and Activities

The Southern California Regional Energy Network (SoCalREN) will assist your agency with completing your energy efficiency projects in an expedited manner. Your Project Manager, Maxime Le Mevel will work with you to refine these proposed dates and the project activities. You may contact Maxime at 213-797-8428 or mlemevel@energycoalition.org.

Milestone	Date
Project Proposal Approval	**November 2021**
Project Commitment Form Signed	**November 2021**
Scope of Work approval	**December 2021**
Council/Board Approval Date	**January 2022**
Construction Start Date	**March 2022**

Funding and Financing Options

Southern California Regional Energy Network (SoCalREN) Revolving Savings Fund

The SoCalREN's Revolving Savings Fund (RSF) supports energy efficiency upgrades of public agency facilities by providing the financing agencies need to make energy efficiency projects happen. Loans can provide upfront construction financing (maximum 5 year term) at 0% interest rate to enable your project to unlock energy savings today.

Advantages and Key Considerations:

- 0% interest rate
- Repayment term of up to 5 years
- Funds disbursed within 2 months of accepting loan agreement
- Simple application, with start-to-finish support provided by your SoCalREN Project Manager

More details about RSF can be found in Appendix B.

Project Delivery and the Sourcewell (formerly NJPA)

The SoCalREN's start-to-finish approach allows Santa Paula to retain a qualified, competitively selected contractor for energy efficiency projects in a manner that significantly reduces the time and expense associated with a traditional local government procurement process. These procedures are expressly authorized under California law, and come at no cost or liability to Santa Paula.

More details about Sourcewell can be found in Appendix C.

Appendix A: Financial Metrics Definitions

Gross Project Cost: the total of all construction costs for each measure including direct labor, materials, equipment, the contractor's adjustment factor and all task order processing fees.

Net Present Value (NPV): NPV takes into account the time value of money and indicates what a project's lifetime cash flow is worth today. NPV is determined by taking the sum of the present value of all current and future cash flows, including purchase and installation costs, and future utility and maintenance savings.

Reimbursable Costs: Money returned by the utilities after the project has been installed with the Installation Report submitted and approved.

Simple Payback Period (SPP): the amount of time required to recover the initial costs of a project from its savings. A simple payback period ignores the time value of money and assumes that future savings occur in even amounts each year. For example, a $1,000 investment that saves $500 each year has a two-year simple payback period. A project is economically acceptable if the payback period is less than the length of the project life.

SPP = Net Project Cost ($) / Annual Savings ($/yr)

Financing Assumptions	
Discount Rate	3.1%
Utility Escalation Rate for 2022	10%
Utility Escalation Rate for 2023+	4%
Inflation Rate	3.3%
Maintenance Savings (% of Gross Project Cost)	3%
Project Lease Interest Rate	2.6%

Project Lease Interest Rate: The interest rate used is an indicative rate and does not represent an offer from SoCalREN or its partners. Actual borrowing rate will be determined when a project and financing is approved and will take into account each agency's credit profile, needs, and financing terms and structure.

Estimates of potential Investor-Owned Utility (IOU) incentives and On-Bill Financing funding values are based on the most up-to-date information available from the corresponding utility. Utilities reserve the right to change and/or terminate funding for Energy Efficiency projects based on evolving priorities as determined by California Public Utilities Commission directives. These changes can happen without notice. Furthermore, errors in submitted documentation, delays in project implementation, and lack of adherence to utility program requirements can all impact the final IOU Incentive and On-Bill Financing values and approvals.

Appendix B: County of Los Angeles/SoCalREN Revolving Savings Fund

The SoCalREN Revolving Savings Fund (RSF) supports energy efficiency upgrades of public agency facilities by providing the financing your agency needs to make your project a reality. Loans can provide upfront construction financing to enable your project to move forward today, unlocking energy cost savings now.

Advantages of the RSF include:

- 0% interest rate
- 1% administration fee is waived for eligible agencies through 2021
- Simple application, with start-to-finish support provided by your SoCalREN Project Manager
- Efficient processing
- Quick allocation of funds, funds are disbursed within 2 months of accepting the loan agreement

Key funding policies:

- Application reserves funds for 3 months before signing final loan agreement
- Agencies must pay back incentives & OBF within 90 days of receipt of the checks from the utilities
- Repayment term of up to 5 years
- No single agency may take more than 50% of the $2.2 million original seed funding
- Agencies may take out one RSF loan at a time, multiple projects can be bundled into one application
- Goods must be manufactured in America to be in compliance with ARRA and the Buy-American Act
- Projects must also adhere to the Davis-Bacon Act; contracts in excess of $2,000 must pay local prevailing wages

Who is Eligible?
All agencies enrolled in the SoCalREN are eligible.

What is the funding source?
SoCalREN's Revolving Savings Fund (RSF) was initially seeded by non-ratepayer funds made available by Los Angeles County, which operates as the lender and servicer of the loan. SoCalREN leverages energy efficiency funds from California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC) to market and manage the fund.

What are the Loan Limits?
Loan terms are a maximum of 5 years. There is no loan minimum and the loan maximum depends on the pool of funds available or 50% of total seed funds available. For a limited time through the end of 2020, the 1% loan administration fee is waived. Talk to your SoCalREN Project Manager for more information.

How long does it take to get approved and obtain the funds?
Agencies can expect to have the RSF funds in hand two months after signing the Loan Agreement.

Are there early payment penalties?
There are no early payment penalties associated with the RSF.

How do I Apply?
Talk to your SoCalREN Project Manager to get started. Your assigned Project Manager will walk you through the simple application process and answer any additional questions you may have about the RSF.

Appendix C: Project Delivery and Sourcewell (formerly known as National Joint Powers Alliance or NJPA)

The start-to-finish approach involves the following steps, taking advantage of membership in Sourcewell as well as the flexible procurement procedures available to all local governmental agencies under California Government Code section 4217.10, et seq., for the installation of energy efficiency projects:

The agency joins as a member of Sourcewell at no cost or liability, and thereby can access contractors previously selected by Sourcewell based upon both the contractors' qualifications to perform the type of work involved in the agency's project, and competitive bid prices for that type of work.

Working with SoCalREN, the agency (a) determines the specific bid items that comprise the energy efficiency project, (b) selects a contractor based upon the competitive bids submitted to Sourcewell for the specified bid items that make up the project, and (c) estimates the likely cost savings from implementing the project using a comprehensive approach and the selected contractor, in order to confirm the benefits of implementing the project in this manner.

The agency conducts a public hearing, and makes a formal finding that the agency's energy efficiency project is anticipated to result in cost savings to the agency.

The agency enters into a contract with the selected contractor for the performance of the energy efficiency contract based upon that contractor's competitively bid price for the work.

This comprehensive approach provides the agency with the benefits and protections of the traditional "design, bid and build" public works procurement process, but at a lower cost and with less time and staff resource commitments. These savings result because the agency takes advantage of Sourcewell's services to identify each of the specific work components of an energy efficiency project, and select qualified contractors based upon their competitive bids for these project components. This approach allows the agency to forego detailed engineering and design of the project, and to solicit bids from the previously qualified, competitively selected contractors to perform the agency's proposed energy efficiency project.

EXHIBIT C

Citywide Solar Panel and Battery Storage
Site Assessment Report

City of Santa Paula Solar PV and BESS Assessment Report

A77CWB3-BMCTA

Provided For:

City of Santa Paula
970 E Ventura St, Santa Paula, CA 93060

Provided By:

County of Los Angeles/Southern California
Regional Energy Network (SoCalREN)
Pathway to Zero Program

Audit Performed By:

Stephen Brett Reno, PE

TRC

Date: 11/05/2021

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Table of Contents

Table of Contents 3

Executive Summary 4

- Proposed Measures 4

Introduction 6

- Program Overview 6
- Project Team 6

Facility Information 7

- Site Descriptions 7

Distributed Energy Response (DER) Measures 14

- DER-1: Water Reclamation Facility Solar PV 14
- DER-2: City Hall & Police Department Solar PV 16
- DER-3: City Hall & Police Department BESS 17
- DER-4: Pumping Building & Activity Room PV System 19
- DER-5: Community Center PV System 21
- DER-6: Community Center BESS 22
- DER-7: Public Electric Vehicle (EV) Charging Stations 24
- DER-8: Private Electric Vehicle (EV) Charging Stations 26

Appendices 28

- Appendix A: Stage 1 Unfeasible Sites 28
- Appendix B: Stage 2 Unfeasible Sites 31
- Appendix C: Solar Irradiance Map 32

1. Executive Summary

The Southern California Regional Energy Network Public Agency Programs (SoCalREN) is pleased to provide this comprehensive audit report to the City of Santa Paula. SoCalREN, administered by Los Angeles County, was created by the California Public Utilities Commission to help eligible public agencies in Southern California save energy, reduce operating costs, and protect precious resources. SoCalREN offers a range of energy efficiency services to assist public agencies with energy retrofits.

SoCalREN's engineering consultant, TRC, analyzed 107 of the City's electricity meters to identify solar photovoltaic (PV), battery energy storage system (BESS), and electric vehicle (EV) charger opportunities. Distributed Energy Resource (DER) audits were performed on the four sites with the most potential.

The proposed measures are estimated to reduce total annual energy costs at these facilities by $117,900.

1.1. Proposed Measures

Based on the audit conducted, various DER measures were identified considering the equipment types, usage pattern, age of the equipment, and operational capabilities.

The DER project savings, costs and financial analyses are summarized in Tables 1.1 and 1.2.

Site #	Name	PV Size (kW)	BESS Size (kWh)	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Incentives	Net Measure Cost	Simple Payback (years)	ROI
1	Water Reclamation	388	0	686,000	41	161	$64,000	$365,000	$1,039,000	16.2	123%
2	Police Department Police Department City Hall	139	60	232,000	24	55	$29,200	$237,000	$544,000	18.6	107%
3	Pumping Building Activity Room	98	0	164,000	0	39	$15,800	$132,000	$377,000	23.9	84%
4	Community Center	35	30	57,000	13	13	$8,900	$62,000	$133,000	14.9	134%
Total		660	90	1,139,000	78	268	$117,900	$796,000	$2,093,000	17.8	113%

Table 1.1: Proposed Energy Generation & Storage DER Measures

Site #	Site	Charger Speed	Location	Qty	Energy Use (kWh)	Potential Cost Savings	GHG Reduction (MT CO2)	Gross Project Cost	Incentives	Net Measure Cost
1	830 E Main St	7 kW	Public	12	7,100	-$850	7	$240,000	$192,000	$48,000
2	866 E Main St	7 kW	Public	4	2,400	-$300	2	$80,000	$64,000	$16,000
3	926 E Main St	7 kW	Public	4	2,400	-$300	2	$80,000	$64,000	$16,000
4	130 S Palm Ave	7 kW	Private	10	11,900	$3,800	11	$200,000	$200,000	$0
5	950 Corporation St	7 kW	Private	6	7,100	$2,300	7	$120,000	$120,000	$0
Total				36	30,900	$4,650	29	$720,000	$640,000	$80,000

Table 1.2: Proposed EV Charger DER Measures

Financing Scenario 1: Agency Owned Assets

If the agency is interested in pursuing ownership of solar and battery storage, the agency will not be eligible for the Investment Tax Credit (ITC) or Depreciation. Agencies will be eligible for battery Self Generation Incentive Program (SGIP). Agencies will be responsible for maintenance and performance of the systems over the lifecycle.

The DER Gross Project Cost to your agency is estimated at $2,889,000, which includes all construction costs as detailed on EXHIBIT F - SoCalREN DER Costing. The Agency is receiving an estimated $52,360 of free services through SoCalREN.

Financing Scenario 2: Power Purchase Agreements

Power Purchase Agreements (PPA's) are also available for public agencies pursuing solar and battery storage. PPA's allow building owners to pay an agreed upon rate for solar generation and battery utilization. PPA's allow private solar contractors to claim the Investment Tax Credit (ITC) and the Modified Accelerated Cost-Recovery System (MACRS) depreciation schedule (26% and 25% of the total system cost, respectively) in 2020. Benefits of PPA's also include system performance guarantees and maintenance contracts to ensure performance.

Additional Financing Options

Efficiency as a Service (EAAS) is a relatively new financial mechanism that allows public agencies to combine energy efficiency, DER strategies, and even microgrids under one contract. Similar to a PPA, an Energy Services Company (ESCO) creates an energy baseline of facilities for the agency and recommends energy efficiency and DER projects. The agency chooses the projects to pursue, and a contract is created that could last 5-15 years. The agency realizes the on-bill utility savings and pays for the projects based on the agreed upon rate, structured by the savings realized. This structure mitigates capital investment and risk to the agency.

2. Introduction

This section provides an overview of SoCalREN's Pathway to Zero Program, the energy efficiency and distributed energy resource services available to participating agencies, and the project team that contributed to completing this report.

2.1. Program Overview

The SoCalREN Pathway to Zero Program was created to help disadvantaged communities in Southern California harness their collective action, save energy, reduce operating costs, and increase community resilience.

To expand public agency participation in energy efficiency and distributed energy resource programs, Pathway to Zero offers an unprecedented level of services aimed at minimizing strain on your agency's resources. The following services are provided to your agency at no cost:

- Project management
- Energy audits
- Evaluating and arranging construction financing
- Incentive/project application support
- Technical support during retrofit construction

2.2. Project Team

Through SoCalREN, TRC performed a DER audit of the City of Santa Paula.

The project team consists of Joseph Alvarado from the City of Santa Paula who provided invaluable assistance in the audit development. SoCalREN's Project Manager is Maxime Le Mevel. The personnel from TRC that performed this audit is Stephen Reno.

3. Facility Information

Facility analysis was split into three stages:

In Stage 1, all 107 of the City's electrical meters were analyzed. A list of all meters, with explanations of solar PV potential, is included in Appendix A.

In Stage 2, candidates for DER measures were identified, and high-level costs and savings were estimated. A total of seven sites across ten meters were identified – initial analysis of the Stage 2 sites not included in Stage 3 are included in Appendix B.

In Stage 3, on-site audits of the four sites with the greatest potential were performed, and refined calculations were created. The following sections detail the site and measure descriptions of the sites selected in Stage 3.

3.1. Site Descriptions

The Santa Paula Water Reclamation Facility, located at 920 Corporation St., is a Membrane Bioreactor wastewater treatment plant constructed in 2010. The site operates 24/7 to meet a design treatment capacity of 4.2 million gallons a day.

On the site's property are three open plots of land. Fields 1 and 2 have plans to be used as water filtration basins. Field 3, adjacent to Shell Rd., offers 54,000 ft^2 of space and currently has no planned use. Rooftops at the facility are a mixture of flat and pitched (southwest and southeast) open spaces. There are no PV panels, load-shifting technologies, or electric vehicle car charging stations located on the site.



Figure 3.1: Site 1: Water Reclamation Facility

The Santa Paula City Hall, City Hall, and Community Development Building were evaluated as one campus. The 7,600 ft^2 police department operates 24/7 to provide emergency services. The 7,500 ft^2 City Hall and 4,400 ft^2 Community Development Building operate 8:00AM – 5:00PM Monday – Friday. Adjacent to the City Hall is a mobile building planned for demolition.

The City Hall and Police Department have flat open rooftops, while the Community Development Building's rooftop used to hold HVAC equipment. The three buildings share a 21,600 ft^2 parking lot. There are no PV panels, load-shifting technologies, or electric vehicle car charging stations located on the site.



Figure 3.2: Site 2: City Hall, Police Department, & Community Development Center

The Santa Paula Community Center's Pumping Building and Activity Room were evaluated together because it is recommended that the activity room's proposed equipment be connected to the pumping building's meter. The Pumping Building operates on a different voltage from the main Community Center, which is evaluated as a separate site. The Pump Building operates 24/7, and the Activity Room operates 9:00AM – 2:00PM Monday – Friday.

The Pump Building is likely structurally incapable of holding rooftop solar panels, but the Activity Room is equipped with a southwest-facing pitched roof that will require structural evaluation. The buildings share a parking lot with the City's Community Center, and the southwest side of the parking lot is to be used by the Ventura County Fire Station. There are no PV panels, load-shifting technologies, or electric vehicle car charging stations located on the site.



Figure 3.3: Site 3: Pump Building & Activity Room

The Santa Paula Community Center is a 15,200 ft^2 building that operates 9:00AM – 2:00PM Monday – Friday. The Community Center shares a parking lot with the Pump Building and Activity Room. The building has both flat and southwest facing pitched rooftop space. There are no PV panels, load-shifting technologies, or electric vehicle car charging stations located on the site.

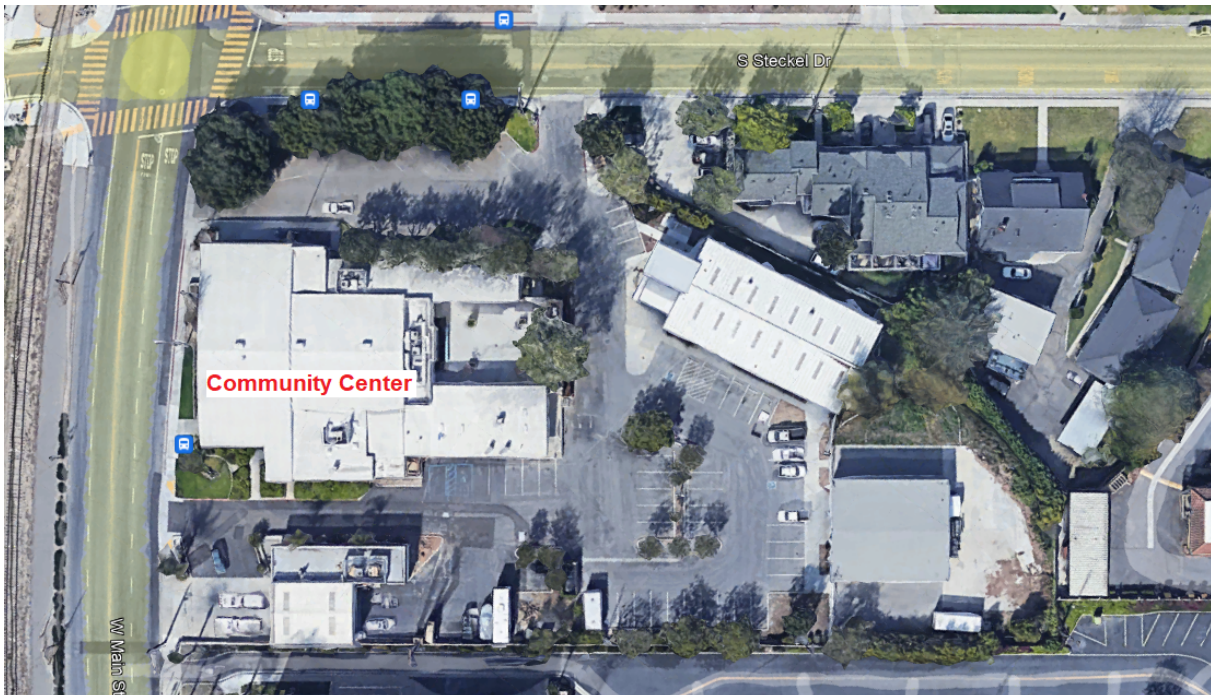


Figure 3.4: Site 3: Pump Building & Activity Room

Energy Use Profile

The following energy use profiles are based on 2019 utility data, which predate COVID operational changes.

The Santa Paula Water Reclamation Facility follows a typical energy use profile of a site with heavy process load – energy consumption does not significantly vary month-to-month.

Site	Meter #	Voltage	Rate	Electricity Use (kWh)	Peak Demand (kW)	Electricity Charge ($)
Water Reclamation	V349N-016121	277	TOU-8-D	3,774,656	586	$442,311

Table 3.1: Water Reclamation Facility Utility Data

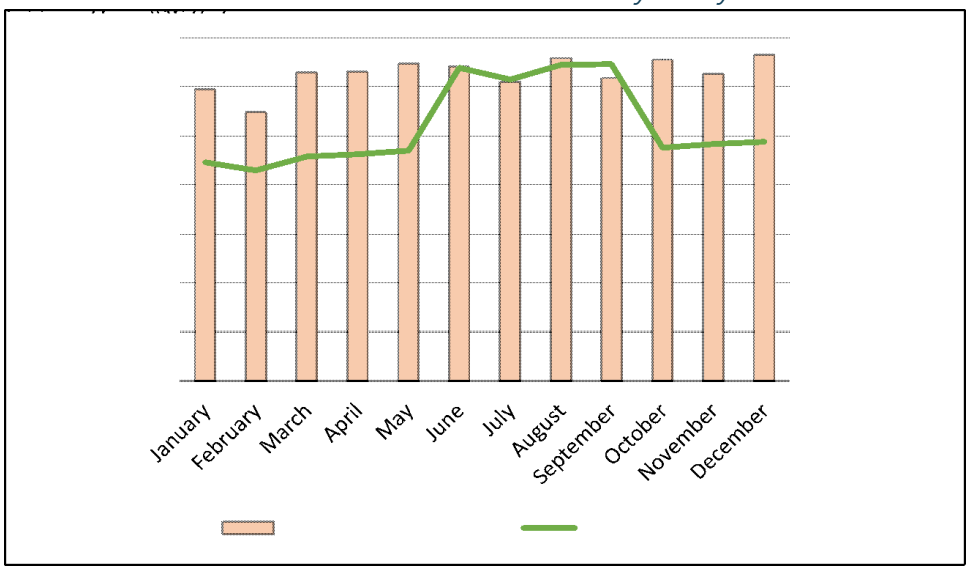


Figure 3.5: Energy Use Profile – Water Reclamation Facility

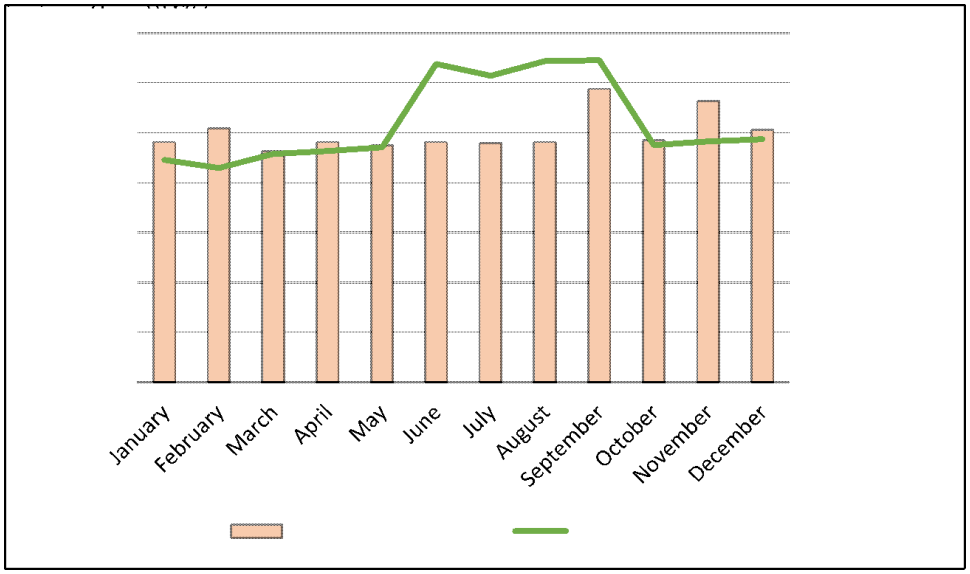


Figure 3.6: Peak Demand Profile – Water Reclamation Facility

The Santa Paula City Hall, Police Department, and Community Development Building were evaluated for potential meter aggregation opportunity. Based on the size of the proposed DER system, it is proposed to combine the meters of the Police Department and City Hall. Since the Community Development Building does not need to be combined and has no DER measures, it is excluded from further analysis.

Site	Meter #	Voltage	Rate	Electricity Use (kWh)	Peak Demand (kW)	Electricity Charge ($)
City Hall	255000-008717	240	TOU-GS2D	57,619	27	$12,402
Police Department	222013-990895	120	TOU-GS2D	151,513	23	$20,106
Police Department	254000-017777	240	TOU-GS2D	44,682	25	$11,812
Totals				253,814	75	$44,320

Table 3.2: City Hall & Police Department Utility Data

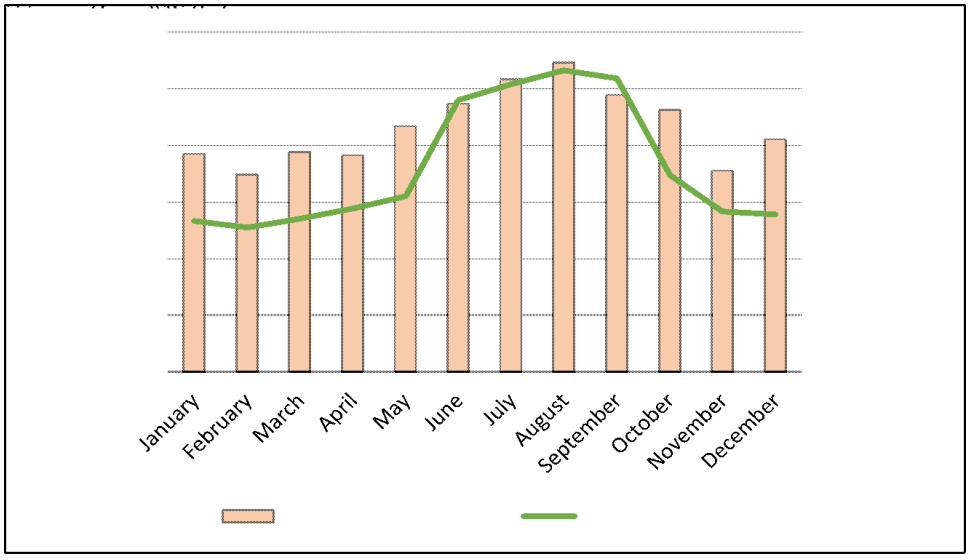


Figure 3.7: Energy Use Profile – City Hall & Police Department

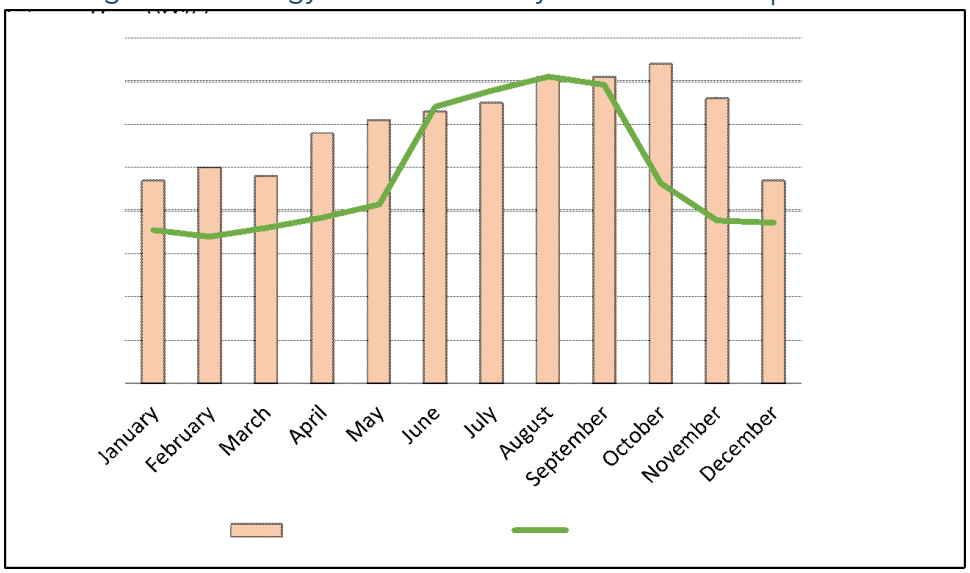


Figure 3.8: Peak Demand Profile – City Hall & Police Department

The Santa Paula Community Center's Pumping Building and Activity Room were considered one site for solar PV potential analysis, but the Pumping Building's large energy use negates the need to combine the buildings' meters; instead, all of the proposed solar PV for the site should be connected only to the Pumping Building's meter. Therefore, only the Pumping Building's meter is considered at the baseline.

Site	Meter #	Voltage	Rate	Electricity Use (kWh)	Peak Demand (kW)	Electricity Charge ($)
Pumping Building	V349N-008608	480	TOU-PA3D	879,171	332	$112,713

Table 3.3: Pumping Building Utility Data

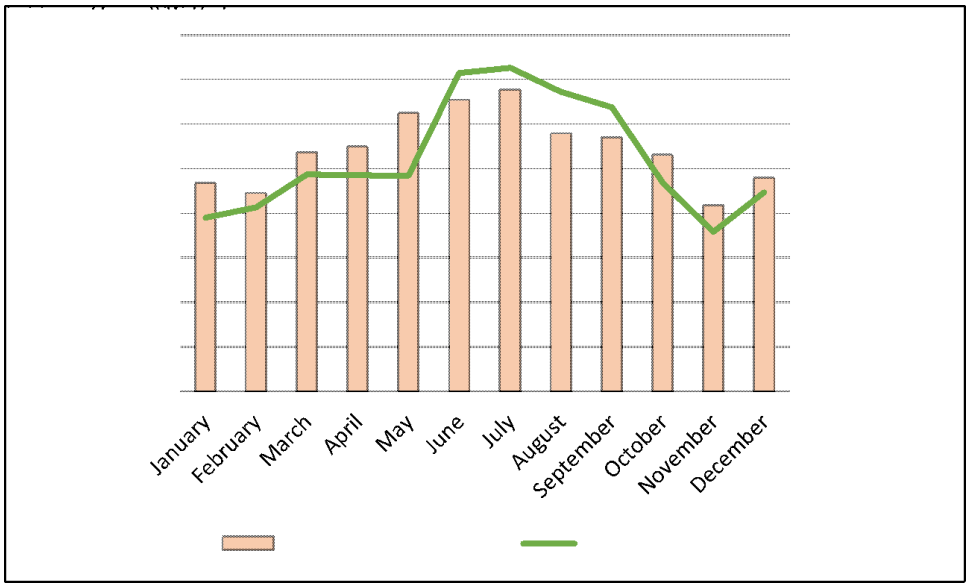


Figure 3.9: Energy Use Profile – Pumping Building

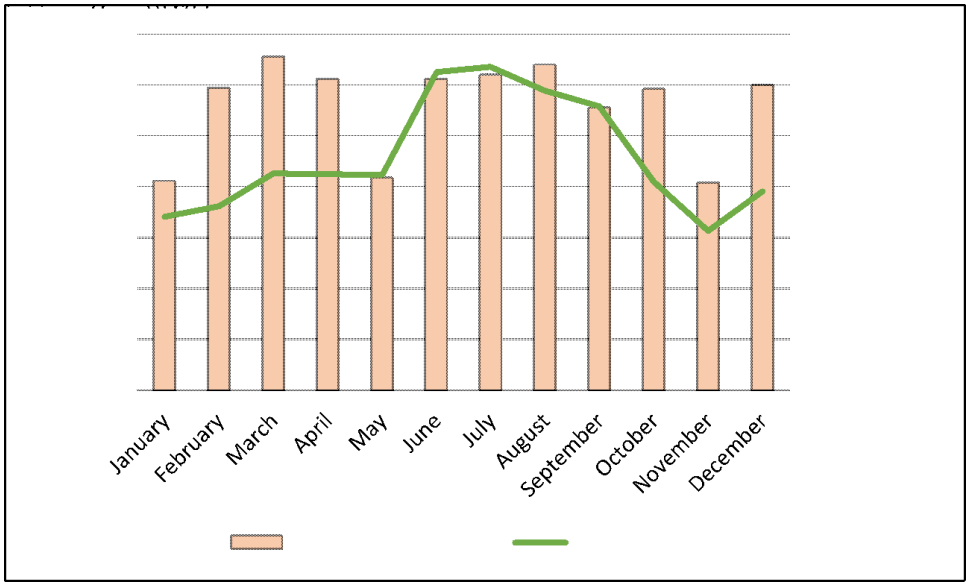


Figure 3.10: Peak Demand Profile – Pumping Building

The Santa Paula Community Center is evaluated separately from the adjacent Pumping Building and Activity Room because it operates at a different voltage level. Its energy use profile is typical for an assembly building, with above-average consumption during the summer months.

Site	Meter #	Voltage	Rate	Electricity Use (kWh)	Peak Demand (kW)	Electricity Charge ($)
Community Center	259000-055232	208	TOU-GS2D	64,326	35	$14,923

Table 3.4: Community Center Utility Data

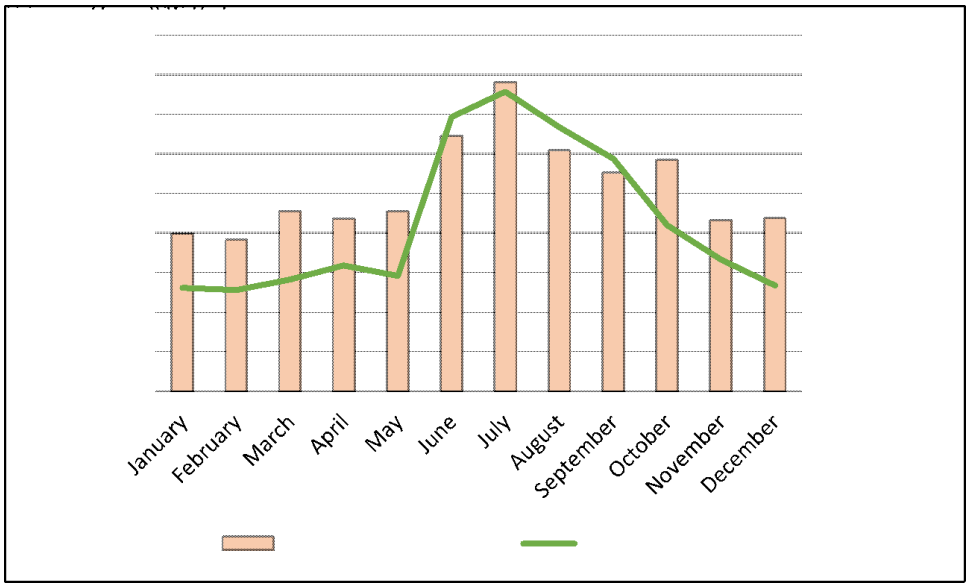


Figure 3.11: Energy Use Profile – Community Center

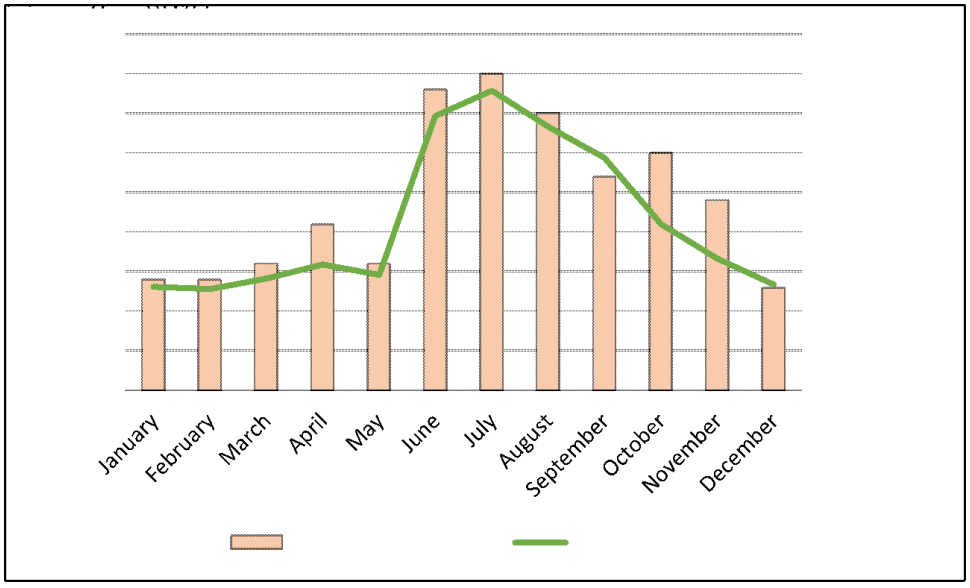


Figure 3.12: Peak Demand Profile – Community Center

4. Distributed Energy Response (DER) Measures

Solar PV system sizing and generation was calculated using HelioScope®, a meteorologically and location-dependent solar development tool built by Folsom Labs. Solar Irradiance data was sourced from the National Solar Radiation Data Base (NSRDB) – the irradiance map used is available in Appendix C. Cost savings were calculated using Energy Toolbase® (ETB), a Time of Use (TOU) utility cost analysis tool that utilized the sites' 2020 15-minute interval data and utility rate structure. The ETB model also provides robust Building Energy Storage System (BESS) modeling capabilities that allow for accurate asset sizing, and BESS dispatch strategy modeling to pair the most optimal and economically feasible BESS solutions with the proposed PV systems.

Project costs were calculated using 2021 RS Means construction cost catalogue, quotes, and ETB, and include a COVID contingency rate of 15%. Gross project costs include maintenance costs at net present value. Costing tables are available in EXHIBIT F - SoCalREN DER Costing.

4.1. DER-1: Water Reclamation Facility Solar PV

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
Water Reclamation	686,000	41	161	$64,000	$1,404,000	$365,000	$1,039,000	16	123%

Table 4.1: DER-1: Water Reclamation Facility Solar Photovoltaic (PV) System

The Water Reclamation Facility has total available room for a 388-kW_{DC} solar PV system equipped with 13 24-kW inverters. Its rooftop has space 103 320-Watt panels, and its eastern field has additional space for 1,110 320-Watt ground-mounted panels. Only the south-facing portions of the pitched rooftops were utilized to maximize system efficiency. SoCalREN's engineering consultant TRC found no structural deficiencies in the rooftop, but a structural engineering assessment should be performed before rooftop installation. Calculations assume the rooftop meets structural building code required to support the array, and include trenching costs from the building to the field.



Figure 4.1: Water Reclamation Facility Solar Array Map

Based on commercially available solar modules and inverters, the system has the potential to generate up to 686,000 kWh per year, with most generation occurring in the summer months during Off Peak and Super Off Peak hours.

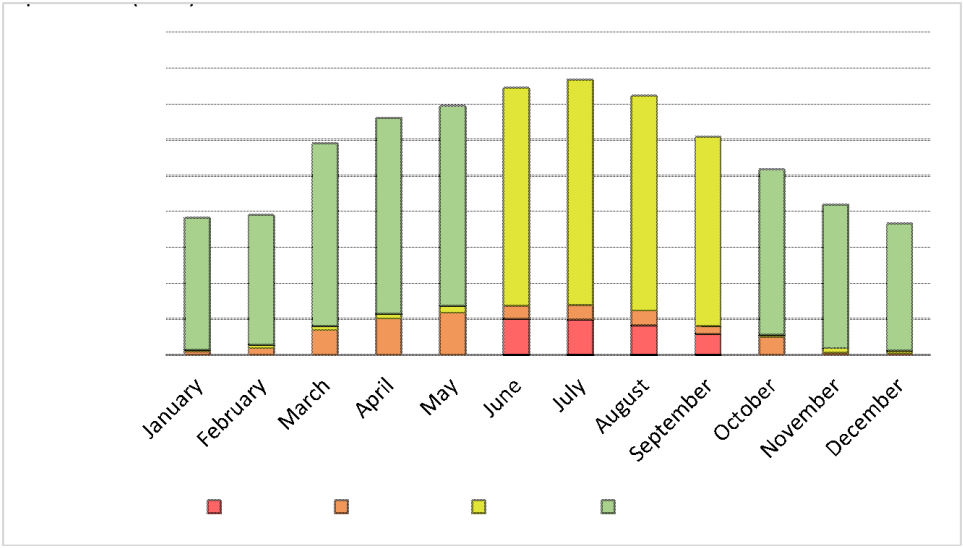


Figure 4.2:Water Reclamation Facility PV Generation Profile

The estimated incentive value assumes the City utilizes a PPA plan to qualify for a 26% Solar Investment Tax Credit. If a PPA plan is not used, the incentive will not be available. Please note that the 26% project cost incentive rate is scheduled to decrease to 22% in 2023, and 10% in 2024.

4.2. DER-2: City Hall & Police Department Solar PV

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
City Hall & Police Dept	232,000	15	55	$24,800	$680,000	$177,000	$503,000	20	99%

Table 4.2: DER-1: Water Reclamation Facility Solar Photovoltaic (PV) System

The City Hall & Police Department campus can accommodate a 139-kW_{DC} solar PV system. The site has space for 147 320-Watt rooftop panels and 276 320-Watt carport panels. Electricity will be converted by five 24-kW inverters. The meters serving the City Hall and the Police Department should be aggregated to maximize the utilization of solar power generated. Calculations assume the rooftop meets structural building code required to support the array.



Figure 4.3: City Hall & Police Department Solar Array Map

Based on commercially available solar modules and inverters, the system has the potential to generate up to 232,000 kWh per year, with most generation occurring in the summer months during Off Peak and Super Off Peak hours.

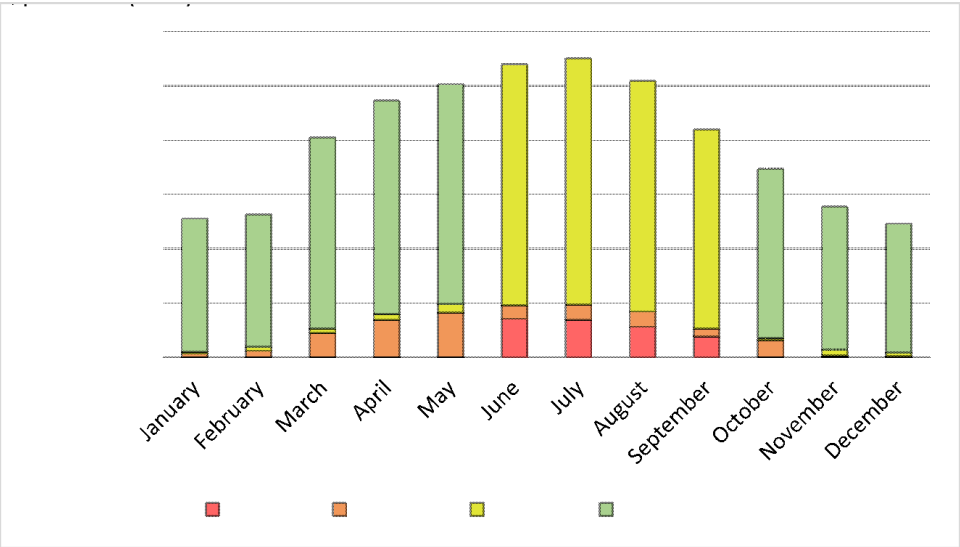


Figure 4.4: City Hall & Police Department PV Generation Profile

The estimated incentive value assumes the City utilizes a PPA plan to qualify for a 26% Solar Investment Tax Credit. If a PPA plan is not used, the incentive will not be available. Please note that the 26% project cost incentive rate is scheduled to decrease to 22% in 2023, and 10% in 2024.

4.3. DER-3: City Hall & Police Department BESS

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
City Hall & Police Dept	0	9	0	$4,400	$101,000	$60,000	$41,000	9	215%

Table 4.3: DER-3: City Hall & Police Department Battery Energy Storage System

The rooftop solar PV system proposed in DER-2: *City Hall & Police Department Solar PV* will generate more energy than the site consumes during peak daylight hours, especially during summer months. Because the Police Department operates 24/7, the site consumes significant energy when a solar PV system cannot generate power. This measure proposes to install a Battery Energy Storage System (BESS) that will charge during peak daylight hours and discharge during peak demand hours (4pm to 9pm), when the sun has set and electricity is most expensive.

Because the site provides critical services, has experienced power outages, and serves a disadvantaged community, this measure is eligible for Self-Generation Incentive Program's (SGIP) highest tier rebate - Equity Resiliency ($1,000/kWh). Please note that the SGIP rebates are dependent on funding availability. SGIP funds are currently depleted, so access will not be immediately available.

In addition to reducing electricity costs, the proposed battery storage design will strengthen the resiliency of the police station by providing short term power capacity during outages. The proposed design is sized at 60 kW/60 kWh, allowing it to match the site's peak demand for one hour during power outages (assuming a conservative 90% coincidence rate between the meters). Meeting the site's peak demand is a requirement for the Equity Resiliency rebate.

The BESS can be stored to the north of the Police Department (below in red). Locations on the west and east perimeter of the City Hall were ruled out to leave room for the site's generator and dumpster.



Figure 4.5: City Hall & Police Department Solar Array Map with Battery Storage

The ETB generated plot below indicates the following performance metrics for the existing solar + proposed storage assets as well as the utility grid and building power:

1. Current Demand (Dark Blue): Instantaneous building power demand before solar + storage.
2. Net Demand (Light Blue): Instantaneous building power demand after solar + storage:
    a. This metric can also be viewed as the energy required to be sourced from the utility
3. Solar Power (Green): Energy generated from the existing solar assets
4. Battery Power (Yellow): Instantaneous power delivered to meet building demand (positive value) or instantaneous power sent to the battery from excess solar power (negative value):
    a. This metric can also be interpreted as storage discharging (positive values) or charging (negative values)
5. Battery SOC (Red): Instantaneous storage state of charge throughout the day (referenced to the second y-axis on the right side of the plot)

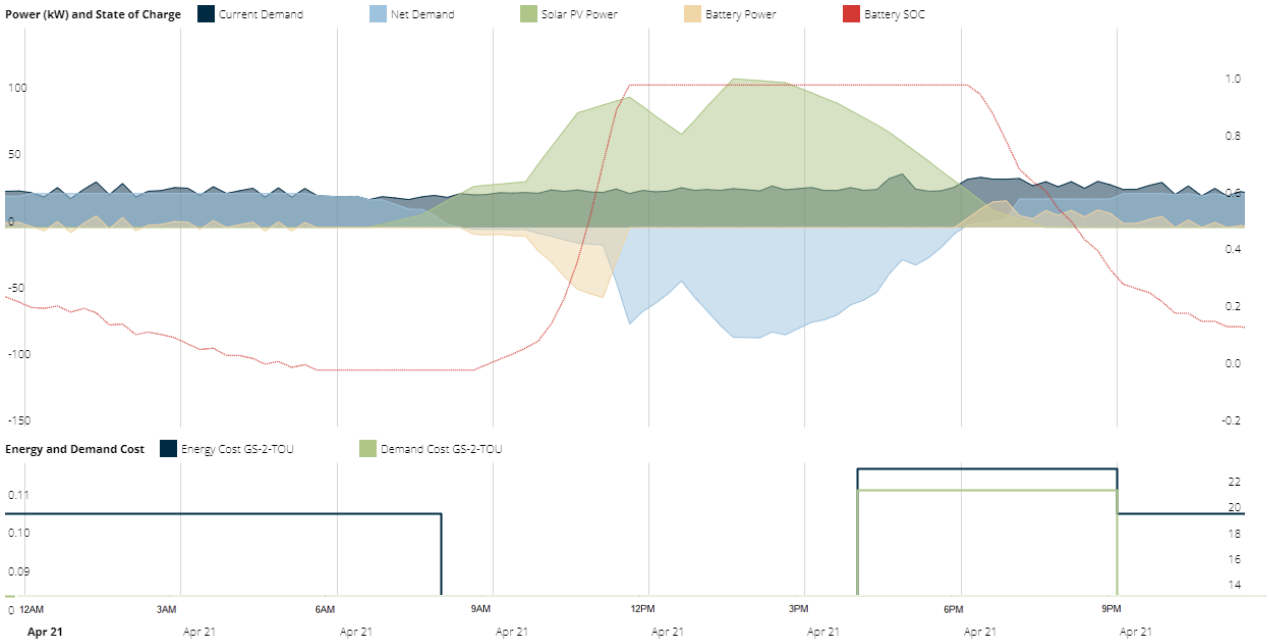


Figure 4.6: City Hall & Police Department BESS Typical Daily Load Profile

4.4. DER-4: Pumping Building & Activity Room PV System

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
Pumping & Activity Bld	164,000	0	39	$15,800	$509,000	$132,000	$377,000	24	84%

Table 4.4: DER-4: Pumping Building & Activity Room Solar Photovoltaic (PV) System

Adjacent to Santa Paula's Community Center is a Pumping Building and an Activity Room. The buildings operate on separate voltages than the Community Center, and have been evaluated separately since meter aggregation is not recommended.

The Pumping Building and Activity Room have space for a 98-kW_{DC} solar PV system served by four 24-kW inverters. The Activity Room's roof can accommodate 54 320-Watt rooftop panels, and 252 320-Watt carport panels can be placed in the buildings' shared parking lot.

The southwest side of the parking lot was excluded from consideration because it is to be used by the Ventura County Fire Station. The Pumping Building's roof was deemed not structurally capable of supporting PV panels; the Activity Room's roof will require structural analysis. Measure costing includes tree removal.

This measure does not propose meter aggregation between the Pumping Building and Activity Room – the solar PV installed on the Activity Room's roof should be connected to the Pumping Building's electrical meter.

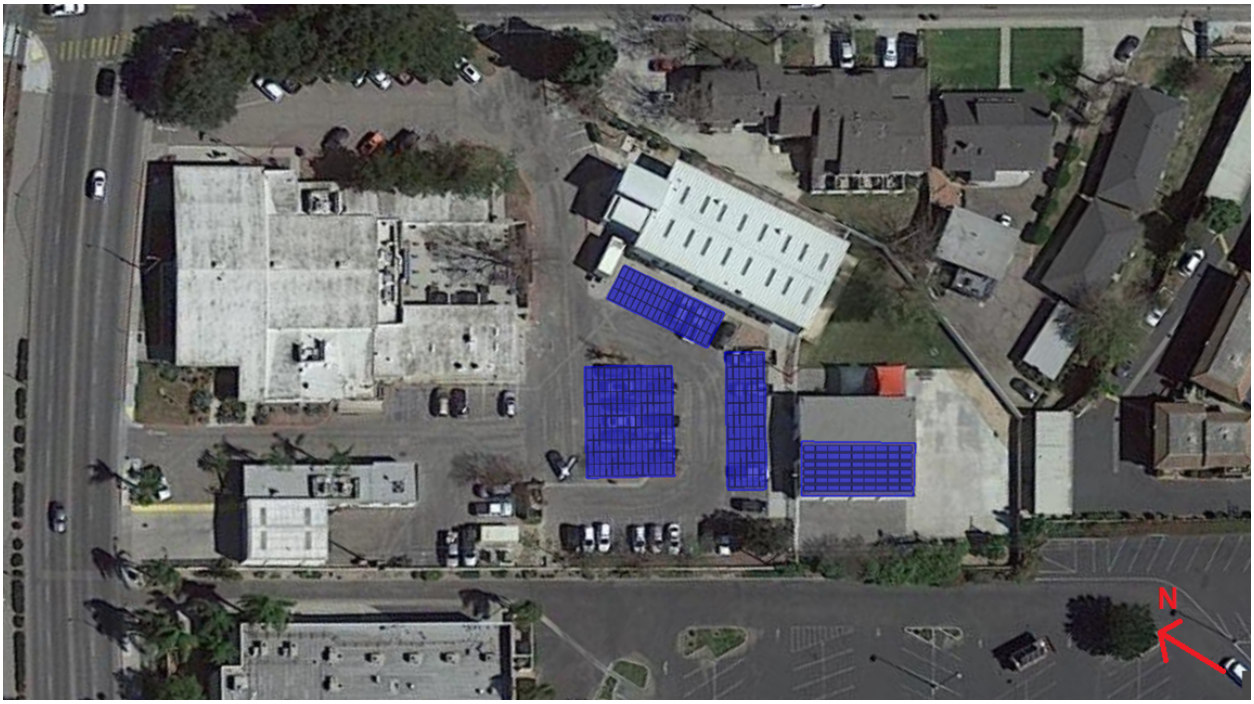


Figure 4.7: Pumping Building & Activity Room Solar Array Map

Based on commercially available solar modules and inverters, the system has the potential to generate up to 164,000 kWh per year, with most generation occurring in the summer months during Off Peak and Super Off Peak hours.

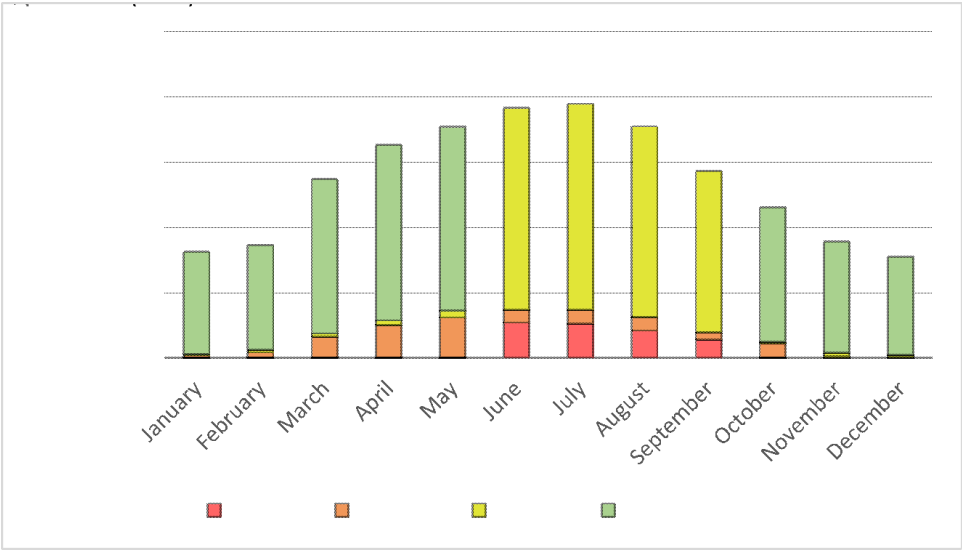


Figure 4.8: Pumping Building & Activity Room PV Generation Profile

The estimated incentive value assumes the City utilizes a PPA plan to qualify for a 26% Solar Investment Tax Credit. If a PPA plan is not used, the incentive will not be available. Please note that the 26% project cost incentive rate is schedule to decrease to 22% in 2023, and 10% in 2024.

4.5. DER-5: Community Center PV System

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
Community Center	57,000	8	13	$6,700	$139,000	$36,000	$103,000	15	130%

Table 4.5: DER-5: Community Center Solar Photovoltaic (PV) System

Santa Paula's Community Center can accommodate a 35-kW_{DC} solar PV system served by two 16-kW inverters. All of the system's 110 320-Watt panels will be located on the building's rooftop. The proposed PV system brings the site close to net zero energy consumption - sizing the system beyond 35-kW_{DC} results in significant over-generation during summer months. Calculations assume the rooftop meets structural building code required to support the array.



Figure 4.9: Community Center Solar Array Map

Based on commercially available solar modules and inverters, the system has the potential to generate up to 57,000 kWh per year, with most generation occurring in the summer months during Off Peak and Super Off Peak hours.

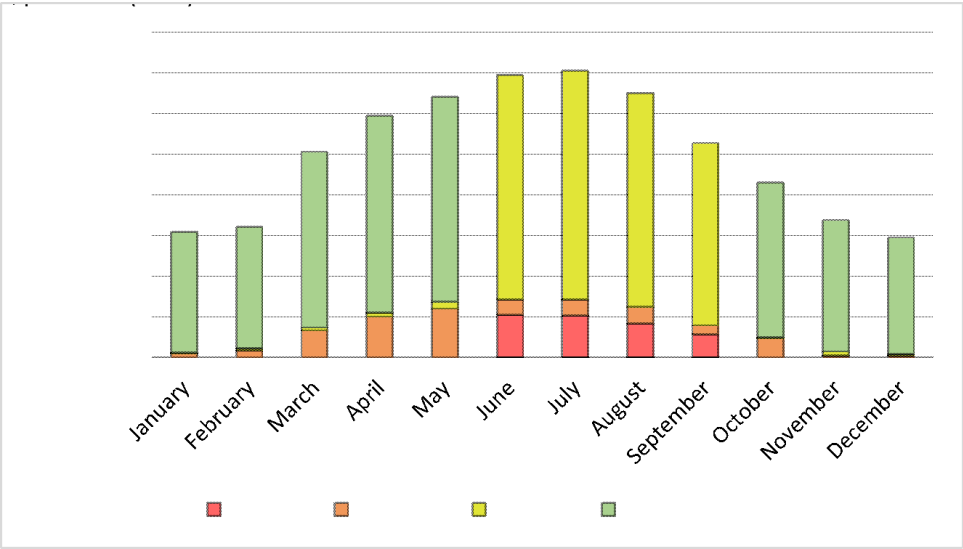


Figure 4.10: Community Center PV Generation Profile

The estimated incentive value assumes the City utilizes a PPA plan to qualify for a 26% Solar Investment Tax Credit. If a PPA plan is not used, the incentive will not be available. Please note that the 26% project cost incentive rate is scheduled to decrease to 22% in 2023, and 10% in 2024.

4.6. DER-6: Community Center BESS

Site	Energy Generation (kWh)	Demand Reduction (kW)	GHG Reduction (MT CO2)	Cost Savings	Gross Project Cost	Incentives	Net Measure Cost	Simple Payback (years)	ROI
Community Center	0	5	0	$2,300	$57,000	$26,000	$31,000	13	148%

Table 4.6: DER-6: Community Center Battery Energy Storage System

The rooftop solar PV system proposed in DER-5: *Community Center PV System* will generate more energy than the site consumes during peak daylight hours, especially during summer months. This measure proposes to install a Battery Energy Storage System (BESS) that will charge during peak daylight hours and discharge during peak demand hours (4pm to 9pm), when the sun has set and electricity is most expensive.

Because the site provides critical services and serves a disadvantaged community, this measure is eligible for Self-Generation Incentive Program (SGIP) Equity rebate ($850/kWh). Please note that the SGIP rebates are dependent on funding availability. SGIP funds are currently depleted, so access will not be immediately available.

The proposed design is sized at 15 kW/30 kWh, sized to optimize the payback of the combined solar and battery system at the Community Center.

The ideal location for the battery system would be on the east corner of the building, as it would not require the removal of any parking spots or trees.



Figure 4.11: Community Center Solar Array Map with Battery Storage

The ETB generated plot below indicates the following performance metrics for the existing solar + proposed storage assets as well as the utility grid and building power:

1. Current Demand (Dark Blue): Instantaneous building power demand before solar + storage.
2. Net Demand (Light Blue): Instantaneous building power demand after solar + storage:
    b. This metric can also be viewed as the energy required to be sourced from the utility
3. Solar Power (Green): Energy generated from the existing solar assets
4. Battery Power (Yellow): Instantaneous power delivered to meet building demand (positive value) or instantaneous power sent to the battery from excess solar power (negative value):
    b. This metric can also be interpreted as storage discharging (positive values) or charging (negative values)
5. Battery SOC (Red): Instantaneous storage state of charge throughout the day (referenced to the second y-axis on the right side of the plot)

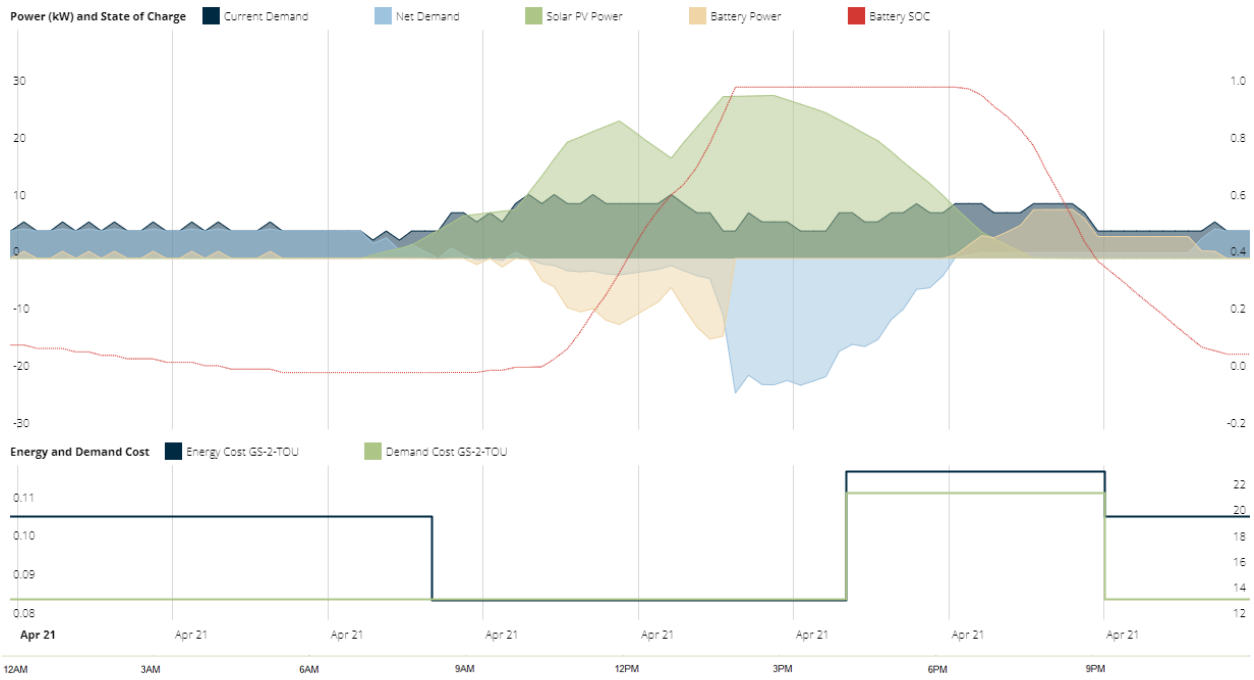


Figure 4.12: Community Center BESS Typical Daily Load Profile

4.7. DER-7: Public Electric Vehicle (EV) Charging Stations

Site	Charger Speed	Quantity	Energy Use (kWh)	Potential Cost Savings	GHG Reduction (MT CO2)	Gross Project Cost	Incentives	Net Measure Cost
830 E Main St	7 kW	12	7,100	-$850	7	$240,000	$192,000	$48,000
866 E Main St	7 kW	4	2,400	-$300	2	$80,000	$64,000	$16,000
926 E Main St	7 kW	4	2,400	-$300	2	$80,000	$64,000	$16,000
Total		20	11,900	-$1,450	11	$400,000	$320,000	$80,000

Table 4.7: DER-7: Public Electric Vehicle (EV) Charging Stations

This measure proposes to install 20 7-kW_{DC} level-2 public EV charging stations across three addresses in downtown Santa Paula. The proposed charging system is sized to serve vehicle types Sedan through SUV. Quantities were estimated using SCE's Charge Port Estimator tool.

SoCalREN's engineering consultant TRC has calculated that the proposed system will offer approximately 11,900 kWh of annual EV charging a year, saving 11 MT CO2, equivalent to 1,300 gallons of gasoline.

This measure qualifies for rebates through the Southern California Incentive Project (SCIP). Because the locations are considered within a disadvantaged community, rebates are capped at the highest level of 80%. The SCIP program covers the cost of the charger itself, any necessary infrastructure, and 10 years of maintenance. Please note that the SCIP rebates are dependent on funding availability.

Although the EV charging stations are recommended near existing electrical meters, they will be placed on their own meters and charged on a reduced utility rate structure (TOU-EV-7). Charging stations will require an internet connection for usage tracking.

No cost savings calculations were performed for this measure, as no business plan was selected by the City. The potential operation cost represents a case in which the City offers electricity for free – if the City charges for the electricity relative to its cost, the operating cost drops to $0.

The proposed EV chargers would be located in the downtown parking lot (12) and on the downtown strip (8).



Figure 4.13: Public EV Charging Station Locations

4.8. DER-8: Private Electric Vehicle (EV) Charging Stations

Site	Charger Speed	Quantity	Energy Use (kWh)	Potential Cost Savings	GHG Reduction (MT CO2)	Gross Project Cost	Incentives	Net Measure Cost
130 S Palm Ave	7 kW	10	11,900	$3,800	11	$200,000	$200,000	$0
950 Corporation St	7 kW	6	7,100	$2,300	7	$120,000	$120,000	$0
Total		16	19,000	$6,100	18	$320,000	$320,000	$0

Table 4.8: DER-8: Private Electric Vehicle (EV) Charging Stations

This measure evaluated the installation of 16 7-kW_{DC} level-2 EV charging stations in maintenance yards, targeting maintenance fleet vehicles. The charging system is sized to serve vehicle types Sedan through SUV. This measure is only recommended if the City wishes to pursue a capital improvement project.

SoCalREN's engineering consultant TRC has calculated that the proposed system will offer approximately 19,00 kWh of annual EV charging a year, saving 18 MT CO2, equivalent to 2,100 gallons of gasoline. Calculations assume a higher utilization rate (50%) for fleet EV chargers than public EV chargers. Costs savings calculations use a baseline fuel cost of $4/gallon.

This measure may qualify for SCE Charge Ready rebates, which will cover all installation costs and 10 years of maintenance costs, provided the City purchase or lease the same number of EVs for its fleet. Please note that the Charge Ready rebates are dependent on funding availability.

Although the EV charging stations are recommended near existing electrical meters, they will be placed on their own meters and charged on a reduced utility rate structure (TOU-EV-7). Charging stations will require an internet connection for usage tracking.

The ideal location for the 130 S Palm Ave chargers is adjacent to S Palm Ave. This section of the parking lot is not needed by any large commercial vehicles, and is adjacent to a dirt strip, which will reduce the cost of conduit run.



Figure 4.14: 130 S Palm Ave EV Charging Station Locations

The ideal location for the 950 Corporation St chargers is behind the site's main office. This location is not needed by any large commercial vehicles and is the closest parking location to the site's electrical meter.



Figure 4.15: 950 Corporation St EV Charging Station Locations

5. Appendices

5.1. Appendix A: Stage 1 Unfeasible Sites

This table details 97 sites analyzed by TRC at Stage 1 and deemed unfeasible locations for solar PV.

Site #	Site Address	Review Findings
1	1 E Harvard S Palm Ave	Usage too low
2	1 Harvard/8Th Tr Sig	Usage too low
3	1 Harvard/Steckel	Streetlight
4	1 N 10Th St Sta Barbara	Usage too low
5	1 S 10Th St Main Stsig	Usage too low
6	1000 E Santa Barbara St A	Aluminum Roof
7	1007 E Santa Barbara St	Aluminum Roof
8	108 N 8Th St A	Usage too low
9	108 N 8Th St B	Usage too low
10	1090 Oakdale	Usage too low
11	10Th St Various	Streetlight
12	111 N Mill St # A	Streetlight
13	111 N Mill St # B	Usage too low
14	113 12Th A	Usage too low
15	113 12Th B	Usage too low
16	12Th/Harvard	Streetlight
17	1400 E Harvard Blvd	Transformer
18	200 Lucada	Transformer
19	200 N 10Th St A	No - Historical Landmark
20	200 S 10Th St	No Space
21	200 S 10Th St # A	Transformer
22	201 Main	Transformer
23	203 10Th	Usage too low
24	219 W Harvard Bl	Streetlight
25	219 W Harvard Blvd	Usage too low
26	250 Cemetery Rd	No space
27	300 5Th	Usage too low
28	313 E Harvard Blvd	Usage too low
29	427 N 13Th St	Usage too low
30	429 Ojai	Usage too low
31	501 Main	Transformer
32	501 W Harvard Blvd	Usage too low
33	5Th St Ped Underpas	Streetlight
34	601 E Main St	Transformer
35	604 Ojai Rd	Pumping station next to church - Church property
36	723 Manor Ridge Rd	Usage too low
37	795 Foothill Rd	House not owned by City
38	7Th St200' N Of Vta	Streetlight
39	801 E Santa Barbara St	Most likely transformer box
40	811 Glenn Wy Ls1	Streetlight

41	820 Vista Grande Dr	Usage too low
42	830 E Main St	Transformer
43	890 Corporation St	Streetlight
44	8Th / Harvardwood Pol	Streetlight
45	917 Montclair Dr	Usage too low
46	926 E Pleasant St	Streetlight
47	945 E Ventura St	Usage too low
48	957 Faulkner Rd	Streetlight
49	960 Railroad Ave	Streetlight
50	Cemetary/Main Pmp	Field not owned by City
51	E/S Ebell Park	Streetlight
52	E/S Richard Road	Usage too low
53	Ebell Park	Usage too low
54	Ebell Park 7Th/Main	Streetlight
55	Faulkner Rd/Peck Rd	Usage too low
56	Harvard	Streetlight
57	Harvard / Peck	Streetlight
58	Harvard And Peck Rds	Usage too low
59	Harvard Blvd/Olive	Streetlight
60	Harvard/12Th	Usage too low
61	Harvard/Stekl Teaugepk	Streetlight
62	Hy 126/Hallock	Usage too low
63	Hy 150/10Th St Sig	Usage too low
64	Limoneira Ln / Autumn Path	Streetlight
65	Main St	Streetlight
66	N Alley Davis/Mill	Streetlight
67	N/E Cor Bridge Road	Transformer
68	Overheads	Streetlight
69	Palm/Main St S/G	Usage too low
70	Peck Rd	Streetlight
71	Quail Crt Pmp	Transformer
72	S 10Th St City Park	Transformer
73	So 10Th St	Streetlight
74	Sp Fwy/8Th/Riversid	Streetlight
75	Sp Fwy/Laurie Ln Cir 11	Streetlight
76	Sp Fwy/Palm Ave Cir 12	Streetlight
77	Telegraph Rd/ Hallock Dr	Streetlight
78	Tennis Courts	Usage too low
79	Todd/ Converse	Streetlight
80	View Dr E/O Bradley	Usage too low
81	1611 E Lemonwood Dr	No space
82	Cherry Hill Tank	Building not owned by City
83	Anderson Tank	Field not owned by City
84	Peck Tank	Field not owned by City
85	Main City Reservoir	Already considered in original site list.
86	Fuchsia Tank	Dirt hill to the south isn't city property
87	Case Tank	Field outside city boundary

88	Gooding Tank	Field outside city boundary
89	Mesa Tank 1	Hill to the southeast isn't City property
90	Lemoneira Tank	Outside of City map
91	130 S Palm Ave	Not currently City operated
92	132 S Palm Ave	Not currently City operated
93	905 Corporation	No space or structural rooftops
94	589 Glade Dr	Little space
95	431 N 13th St	Parks' building lacks structural capacity
96	Mill Park Boy Scout Hut	Usage too low
97	1320 E Harvard Blvd	Usage too low - consider later is EVCs installed

5.2. Appendix B: Stage 2 Unfeasible Sites

This table details three sites analyzed by TRC during Stage 2 that were ultimately deemed not economically feasible solar PV locations. These sites were excluded from Stage 3 analysis.

If the City pursues more aggressive carbon reduction goals, or as solar PV technology becomes more affordable, these sites should be prioritized for consideration.

Name	Meter Address	PV Size (kW)	Energy Savings (kWh)	GHG Reduction (MT CO2)	Cost Savings	Incentives	Net Measure Cost	Simple Payback (years)	ROI
Pump Station	680 N 10th St	40	70,000	16	$5,600	$45,000	$127,000	23	88%
Notes:	Rooftop PV. Highly variable: Structural engineer will need to assess if panels can go on the hill.								
Downtown Parking	830 E Main St	12	20,000	5	$1,600	$16,000	$44,000	28	73%
Notes:	Carport PV. PV system size assumes EV chargers are installed.								
Public Works	866 E Main St Lower	8	12,000	3	$1,000	$9,000	$25,000	25	80%
Notes:	Rooftop PV. Slanted roof faces southwest.								
Total		60	102,000	24	$8,200	$70,000	$196,000	24	84%

5.3. Appendix C: Solar Irradiance Map

Using the National Solar Radiation Data Base (NSRDB), all sites fall within the 6.0-6.5kWh/sq.m/day boundary.

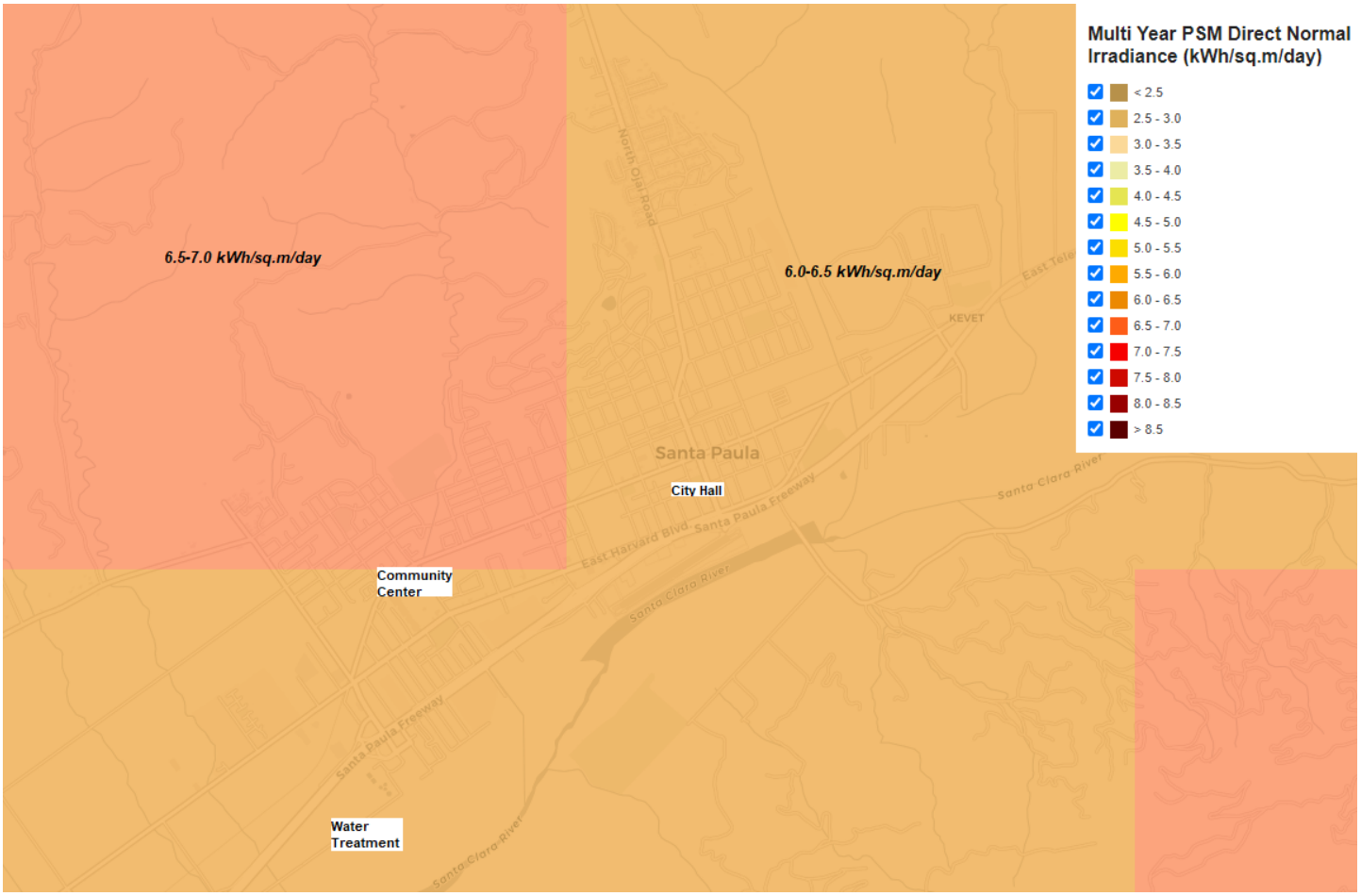


EXHIBIT D

Financing Services

Southern California REGIONAL ENERGY NETWORK

Financing Services

SoCalREN Public Agency Programs | socalren.org

Financing Services for Public Agency Energy Efficiency Retrofits

Energy retrofits save money and resources in the long run, but financing them can be a big challenge for public agencies. The Southern California Regional Energy Network (SoCalREN) Public Agency Programs offer a suite of free services to overcome this challenge and move projects to completion, including:



- Tailored solutions - SoCalREN can help identify financing solutions that best fit your agency's specific needs and circumstances.
- Paperwork made easy - once your agency decides how to finance your energy efficiency project, SoCalREN can assist your staff with completing financing and incentive applications for the project.
- Financial advisor - SoCalREN can provide initial access to objective financial advisory services through a qualified and certified financial advisor, available on request at no additional charge to work directly with your agency and ensure proper communication of financial options, structures, and obligations.
- Exclusive financing options - For on-bill financing or other options that pay out after construction completion, our Revolving Savings Fund can help bridge the gap while other funding is being secured. SoCalREN also offers Energy Project Lease Financing with flexible terms and low interest rates for energy efficiency, water conservation, and renewable energy projects.

SoCalREN is your objective third party resource for financing support—as a ratepayer funded program, we have no financial stake in your decisions. Our mission is to support public agencies to increase energy efficiency adoption. Our success is your success!

Results as of June 2020

100%
Agency Satisfaction with Financing Services

$31M
Incentives and Financing Secured

44,551 Tons
Greenhouse gas emission reduction from SoCalREN agencies' annual energy savings, equivalent to taking 9,500 cars off the road

$7M
Annual Energy Cost Savings for SoCalREN Agencies

Contact your SoCalREN Project Manager or email us at info@socalren.org to get started.

The SoCalREN Public Agency Programs are administered by the County of Los Angeles and funded by California utility ratepayers under the auspices of the California Public Utilities Commission.

Energy Efficiency Project Financing Opportunities for Public Agencies

SoCalREN Revolving Savings Fund

The SoCalREN Revolving Savings Fund (RSF) supports energy efficiency upgrades of public agency facilities by providing up-front financing to bridge the delay between construction and acquisition of long-term financing, such as On-Bill Financing (OBF) from the utility, California Energy Commission (CEC) loans, or agency budget allocation.

Advantages and Key Considerations

- 0% interest rate; one-time 1% service fee (waived through the end of 2020)
- Simple application, efficient processing and quick allocation of funds
- Loan term of up to 5 years with no loan minimum

California Energy Commission (CEC) Energy Conservation Assistance Act Low Interest Loans

The California Energy Commission's Energy Conservation Assistance Act (ECAA) program offers 1% interest loans to public agencies to finance energy efficiency and energy generation projects. 0% interest loans are also offered annually on a competitive basis to qualifying school districts.

Advantages and Key Considerations

- Maximum loan is $3 million per application
- Applications are accepted on a first-come, first-served basis
- Loan can fund 100% of project costs within a 17 year maximum simple payback
- Loan must be repaid from energy savings within a maximum of 20 years

Utility On-Bill Financing (SCE & SoCalGas)

Utility On-Bill Financing (OBF) assists eligible customers finance energy efficiency projects that are eligible for utility incentives. OBF is a no-interest, no-fee loan repaid through the customer's monthly energy bill. All SCE/SCG business customers are eligible to take advantage of OBF.

Advantages and Key Considerations

- Loan terms are a maximum of 10 years
- Loan amounts between $5,000-$1 million, with a one-time option of a $4 million loan
- Loans above $250,000 may not be combined with rebates or other utility incentives
- Applications are accepted on a rolling basis

IBank California Lending for Energy & Environmental Needs (CLEEN) Center Low-Interest Financing

The IBank CLEEN Center offers financing for public agency energy generation, conservation, and storage projects through the Statewide Energy Efficiency Program (SWEEP) and the Light Emitting Diode (LED) Street Lighting Program. SWEEP finances facility energy efficiency projects; the LED program finances street lighting upgrade projects.

Advantages and Key Considerations

- All or any part of the costs of construction and renovation are eligible for financing
- Applicants must demonstrate project-readiness and feasibility to complete construction within 2 years after IBank's financing approval
- IBank prioritizes projects in areas with high unemployment rates, low median family income, declining or slow growth in labor force employment, or high poverty rates
- Applications accepted on a rolling basis

Contact your SoCalREN Project Manager for more information and help applying for any of these energy efficiency financing options!

The SoCalREN Public Agency Programs are administered by the County of Los Angeles and funded by California utility ratepayers under the auspices of the California Public Utilities Commission.

EXHIBIT E

Project Labor and Material Costs Calculations

1. 921 Corporation St - Water Treatment

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Solar PV Panels, 320W	1,213	Ea.	$320			$388,200	-	-	$388,200	
Rooftop Racking	103	Ea.	$75			$7,734	-	-	$7,734	
Ground Racking	1,110	Ea.	$75			$83,250	-	-	$83,250	
Inverters, 24kW	13	Ea.	$6,600			$85,800	-	-	$85,800	
Trenching	500	Ft.		$12.05		-	$6,025	-	$6,025	
10 AWG Copper Strings	12,850	Ft.	$0.35			$4,498	-	-	$4,498	Quote
Solar PV & Racking Installation, Rooftop	258	Hr		$53.37		-	$13,759	-	$13,759	2/3 Roofer, 1/3 Electrician
Solar PV & Racking Installation, Ground	2,220	Hr		$53.37		-	$118,474	-	$118,474	2/3 Roofer, 1/3 Electrician
Permitting	1	Ea.			$25,000.00	-	-	$25,000	$25,000	
Total System Cost						$569,482	$138,258	$25,000	$732,739	

Cost Summary	Proposed System Cost
System Cost	$732,739
Material Markups	
Area Materials Markup (-1.8%)	-$10,251
Tax (8.25%)	$46,982
Labor Markups	
Area Labor Markup (-31.5%)	$173,928
Overhead & Profit (15%)	$20,739
Total Cost Markups	
Administration & GC Markup (25%)	$183,185
Standard Contingency (20%)	$146,548
COVID Contingency (15%)	$109,911

Total Cost	$1,403,781
Gross Measure Cost (GMC)	$1,404,000
Federal Tax Credit (Assumes PPA)	$365,040
Net Measure Cost (GMC)	$1,038,960

DER-1 $3.62

2. City Hall & Police Department

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Solar PV Panels, 320W	433	Ea.	$320			$138,600	-	-	$138,600	
Rooftop Racking	157	Ea.	$75			$11,784	-	-	$11,784	
Carport Racking	276	Ea.	$250			$69,000	-	-	$69,000	
Inverters, 24kW	5	Ea.	$6,600			$33,000	-	-	$33,000	
10 AWG Copper Strings	2,250	Ft.	$0.35			$788	-	-	$788	Quote
Solar PV & Racking Installation, Rooftop	393	Hr		$53.37		-	$20,963	-	$20,963	2/3 Roofer, 1/3 Electrician
Solar PV & Racking Installation, Carport	966	Hr		$53.37		-	$51,552	-	$51,552	2/3 Roofer, 1/3 Electrician
Permitting	1	Ea.			$25,000.00	-	-	$25,000	$25,000	
Total System Cost						$253,172	$72,515	$25,000	$350,687	

Cost Summary	Proposed System Cost
System Cost	$350,687
Material Markups	
Area Materials Markup (-1.8%)	-$4,557
Tax (8.25%)	$20,887
Labor Markups	
Area Labor Markup (-31.5%)	$91,224
Overhead & Profit (15%)	$10,877
Total Cost Markups	
Administration & GC Markup (25%)	$87,672
Standard Contingency (20%)	$70,137
COVID Contingency (15%)	$52,603

Total Cost	$679,531
Gross Measure Cost (GMC)	$680,000
Federal Tax Credit (Assumes PPA)	$176,800
Net Measure Cost (GMC)	$503,200

DER-2A $4.91

3. City Hall & Police Department

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Battery Energy Storage System, 60 kWh	1	Ea.	$45,000			$45,000	-	-	$45,000	Quote
Installation	60	Hr.		$63.70		-	$3,822	-	$3,822	Union Electrician
Site Staging - Labor	60	Hr.		$63.70		-	$3,822	-	$3,822	Union Electrician
Site Staging - Enclosure	1	Ea.	$1,000			$1,000	-	-	$1,000	Quote
Controls	8	Hr.		$63.70		-	$510	-	$510	Union Electrician
Total System Cost						$46,000	$8,154	-	$54,154	

Cost Summary	Proposed System Cost
System Cost	$54,154
Material Markups	
Area Materials Markup (-1.8%)	-$828
Tax (8.25%)	$3,795
Labor Markups	
Area Labor Markup (-31.5%)	$10,257
Overhead & Profit (15%)	$1,223
Total Cost Markups	
Administration & GC Markup (25%)	$13,538
Standard Contingency (20%)	$10,831
COVID Contingency (15%)	$8,123

Total Cost	$101,093
Gross Measure Cost (GMC)	$101,000
SGIP Equity Resiliency	$60,000
Net Measure Cost (GMC)	$41,000

DER-2B $1,683.33

4. 530 W Main St - Community Center

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Solar PV Panels, 320W	110	Ea.	$320			$35,200	-	-	$35,200	
Rooftop Racking	110	Ea.	$75			$8,250	-	-	$8,250	
Inverters, 16kW	2	Ea.	$4,400			$8,800	-	-	$8,800	
10 AWG Copper Strings	250	Ft.	$0.35			$88	-	-	$88	Quote
Solar PV & Racking Installation, Rooftop	275	Hr		$53.37		-	$14,676	-	$14,676	2/3 Roofer, 1/3 Electrician
Permitting	1	Ea.			$5,000.00	-	-	$5,000	$5,000	
Total System Cost						$52,338	$14,676	$5,000	$72,013	

Cost Summary	Proposed System Cost
System Cost	$72,013
Material Markups	
Area Materials Markup (-1.8%)	-$942
Tax (8.25%)	$4,318
Labor Markups	
Area Labor Markup (-31.5%)	$18,462
Overhead & Profit (15%)	$2,201
Total Cost Markups	
Administration & GC Markup (25%)	$18,003
Standard Contingency (20%)	$14,403
COVID Contingency (15%)	$10,802

Total Cost	$139,261
Gross Measure Cost (GMC)	$139,000
Federal Tax Credit (Assumes PPA)	$36,140
Net Measure Cost (GMC)	$102,860

DER-3A $3.95

5. 530 W Main St - Community Center

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Battery Energy Storage System, 30 kWh	1	Ea.	$22,500			$22,500	-	-	$22,500	Quote
Installation	40	Hr.		$63.70		-	$2,548	-	$2,548	Union Electrician
Site Staging - Labor	40	Hr.		$63.70		-	$2,548	-	$2,548	Union Electrician
Site Staging - Enclosure	1	Ea.	$1,000			$1,000	-	-	$1,000	Quote
Controls	8	Hr.		$63.70		-	$510	-	$510	Union Electrician
Total System Cost						$23,500	$5,606	-	$29,106	

Cost Summary	Proposed System Cost
System Cost	$29,106
Material Markups	
Area Materials Markup (-1.8%)	-$423
Tax (8.25%)	$1,939
Labor Markups	
Area Labor Markup (-31.5%)	$7,052
Overhead & Profit (15%)	$841
Total Cost Markups	
Administration & GC Markup (25%)	$7,276
Standard Contingency (20%)	$5,821
COVID Contingency (15%)	$4,366

Total Cost	$55,977
Gross Measure Cost (GMC)	$56,000
SGIP Equity	$25,500
Net Measure Cost (GMC)	$30,500

DER-3B $1,866.67

6. 532 W Main St - Water Pump

System Description	Quantity	Unit	Material Cost Per Unit	Labor Cost Per Unit	Equipment Cost per Unit	Total Material Cost ($)	Total Labor Cost ($)	Total Equipment Cost ($)	Total Cost ($)	Notes (RS Means Code)
Solar PV Panels, 320W	306	Ea.	$320			$97,900	-	-	$97,900	
Rooftop Racking	54	Ea.	$75			$4,050	-	-	$4,050	
Carport Racking	252	Ea.	$250			$62,984	-	-	$62,984	
Inverters, 24kW	4	Ea.	$4,400			$17,600	-	-	$17,600	
Tree Removal	7	Ea.		$1,000.00		-	$7,000	-	$7,000	
10 AWG Copper Strings	1,950	Ft.	$0.35			$683	-	-	$683	Quote
Solar PV & Racking Installation, Rooftop	135	Hr		$53.37		-	$7,205	-	$7,205	2/3 Roofer, 1/3 Electrician
Solar PV & Racking Installation, Carport	882	Hr		$53.37		-	$47,058	-	$47,058	2/3 Roofer, 1/3 Electrician
Permitting	1	Ea.			$12,500.00	-	-	$12,500	$12,500	
Total System Cost						$183,217	$61,262	$12,500	$256,979	

Cost Summary	Proposed System Cost
System Cost	$256,979
Material Markups	
Area Materials Markup (-1.8%)	-$3,298
Tax (8.25%)	$15,115
Labor Markups	
Area Labor Markup (-31.5%)	$77,068
Overhead & Profit (15%)	$9,189
Total Cost Markups	
Administration & GC Markup (25%)	$64,245
Standard Contingency (20%)	$51,396
COVID Contingency (15%)	$38,547

Total Cost	$509,241
Gross Measure Cost (GMC)	$509,000
Federal Tax Credit (Assumes PPA)	$132,340
Net Measure Cost (GMC)	$376,660

DER-4$5.20

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: CITYWIDE ASSET MANAGEMENT AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

Date: February 2, 2022

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Service Agreement with Maintstar for software licensing and implementation of a Computerized Maintenance Management System (CMMS) in an amount not to exceed One Hundred Forty-Six Thousand Five Hundred ($146,500) dollars over three fiscal years in a form approved by the City Attorney.

    - 1st Year, FY 2021-2022: $97,500
    - 2nd Year, FY 2022-2023: $24,000
    - 3rd Year, FY 2023-2024: $25,000
    -
2. Authorize the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc. for CMMS implementation support services for an amount not to exceed One Hundred Sixty-Three Thousand Five Hundred Sixty-Nine ($163,569) dollars over one year in a form approved by the City Attorney.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

On June 3, 2020 the City Council authorized the City to execute a professional services agreement with Carollo Engineers, Inc. to provide an asset management feasibility study. The goal of the study was to assess and then identify a system to meet the City's needs in managing infrastructure and asset-related data relating to field inspections, infrastructure asset management, work order management, lifecycle management, asset criticality, asset condition projections, budget scenarios, and reporting. The benefits of adopting an asset management system include improved operations and maintenance, up-to-date records for field and office staff, improved ability to track and plan future replacements, and a more informed process for capital improvement projects.

The asset management feasibility study provided recommendations for adopting a system based on staff interviews and a gap analysis which identified the gap between the City's current asset tracking system and what is needed for effective asset tracking. The study revealed that the City's efforts for establishing an asset management system were either in the initiation or development phase. Currently, the City relies heavily on contract software and staff resources for asset management. The City is seeking to implement a GIS-based computerized maintenance management system and establish processes and procedures for prioritizing capital equipment purchases and capital improvement projects (CIPs).

ANALYSIS:

Based on the needs identified in the asset management feasibility study and subsequent discussions with City staff, Carollo assisted with the drafting of a Request for Qualifications and Proposals for a CMMS software vendor. The RFQP was issued on March 1, 2021, there were four proposals submitted. Respondents were directed to submit their statement of qualifications (SOQ) along with a separate sealed price proposal. The price proposal was not opened until staff identified the most qualified vendor.

Based on an evaluation of the SOQs, three of the four vendors were invited to conduct product demonstrations for City staff. The vendors' demonstrations were evaluated on a multitude of factors including dashboard configuration, GIS functionality, mobile device capability, work order tracking and processing, report creation and data extraction. Of these vendors, Maintstar was determined to have demonstrated a product that most closely meets the City's needs. The requested agreement would include the software license, implementation, training, and three years of annual maintenance.

The CMMS implementation process will require technical services and support for converting the City's existing inventory of maps, infrastructure files and databases, and asset summaries to formats suitable for integration to the new software. Carollo will provide support to the City in facilitating this data compilation and conversion, which is necessary for the complete and effective operation of Maintstar CMMS. The CMMS will be linked to a GIS database which will contain a summary of fixed infrastructure assets throughout the City (e.g., water and sewer pipes and appurtenances, stormwater conveyance systems, traffic and street light systems and signage, building facilities, etc.). To this end, the City's existing GIS database will be updated with additional information from converted asset databases, and Carollo will assist with this necessary conversion and compilation process through the initial CMMS implementation period, which is expected to occur over a one year period.

STRATEGIC PLAN:

This program supports the currently adopted Strategic Plan in achieving the following goal:

Operational Excellence

Objective 3: Implement a citywide asset management system.

The acquisition of an asset management and computerized maintenance management system software license, its integration into all affected City departments through an implementation support agreement and most importantly, effective, diligent utilization by affected City

department staff will accomplish this objective during the two-year Strategic Plan.

FISCAL IMPACTS:

The agreement for Maintstar was previously approved via the budget process and is included in the current FY 21/22 and FY 22/23 budget. The new funding necessary for Carollo's agreement will be funded via the General Fund, Water Fund, and Enterprise fund in accordance with the proportionate value of fixed City assets to be included in the system (distributed by the asset value of land, buildings, and improvements by fund as described in the City's audited financial statements). The distribution of total assets managed, and associated allocation of agreement contribution is summarized below:

Fund Source	%.	Amount
Water Fund	30.8%	$50,396.72
Sewer Fund	44.9%	$73,378.38
General Fund	24.3%	$39,793.90
	Total =	**$163,569.00**

The Water and Enterprise portions will partially be funded via staff savings (60%), with the remaining amount requiring a new allocation which will be brought to the Council during the mid-year budget report. The General Fund portion will be covered with savings from various line items and department allocations and will be transferred within the City Manager's approval limits.

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative option:

1. Do not approve the Professional Services Agreements with Maintstar and Carollo Engineers, Inc. and direct staff to reissue the request for qualifications and proposal. This would significantly delay the implementation of the CMMS system.

ATTACHMENTS:

Exhibit A - Maintstar Professional Services Agreement.pdf
Exhibit B - Carollo Professional Services Agreement.pdf

EXHIBIT A

Mainstar, Inc. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND MAINTSTAR, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 3TH day of February, 2022, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and MaintStar Inc.,), with its principal place of business at 28 Hammond Drive, Unit D, Irvine, CA 92618 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for software licensing and implementation of a Computerized Maintenance Management System (CMMS) for the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing accessibility services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for CMMS implementation support services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional accessibility consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 3, 2022 to February 2, 2023, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Forty Six Thousand Five Hundred Dollars and no cents ($146,500.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Becca Bugielski, PE, Senior Engineer.

3.3.5 City's Representative. The City hereby designates Bob Woodward, Interim Assistant Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Eric Sabato, National Sales Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 sub consultants and sub-sub consultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

insurance required under this section. In addition, Consultant shall not allow any sub consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub consultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to 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 sub consultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. 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 authorized to transact 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.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum 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.

3.3.11.11 Additional Insurance Provisions

(A) 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.

(B) 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.

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

(D) 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.

(E) 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.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Sub consultants. Consultant shall include all sub consultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing sub consultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the sub consultant's policies. All policies of Commercial General Liability insurance provided by Consultant's sub consultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any sub consultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub consultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project

and require the same of any sub consultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any sub consultant 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 DIR against Consultant or any sub consultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 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 except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (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.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or sub consultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or sub consultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: MaintStar, Inc.
28 Hammond Drive, Unit D
Irvine, CA 92618

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Sub consultants. Consultant shall require all sub consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub consultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or sub consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CAROLLO ENGINEERS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
John Cotti,
City Attorney

Attested By:

_____
Judy Latshaw
City Clerk

MaintStar, INC.

By: _____

Its: _____

Printed Name: _____

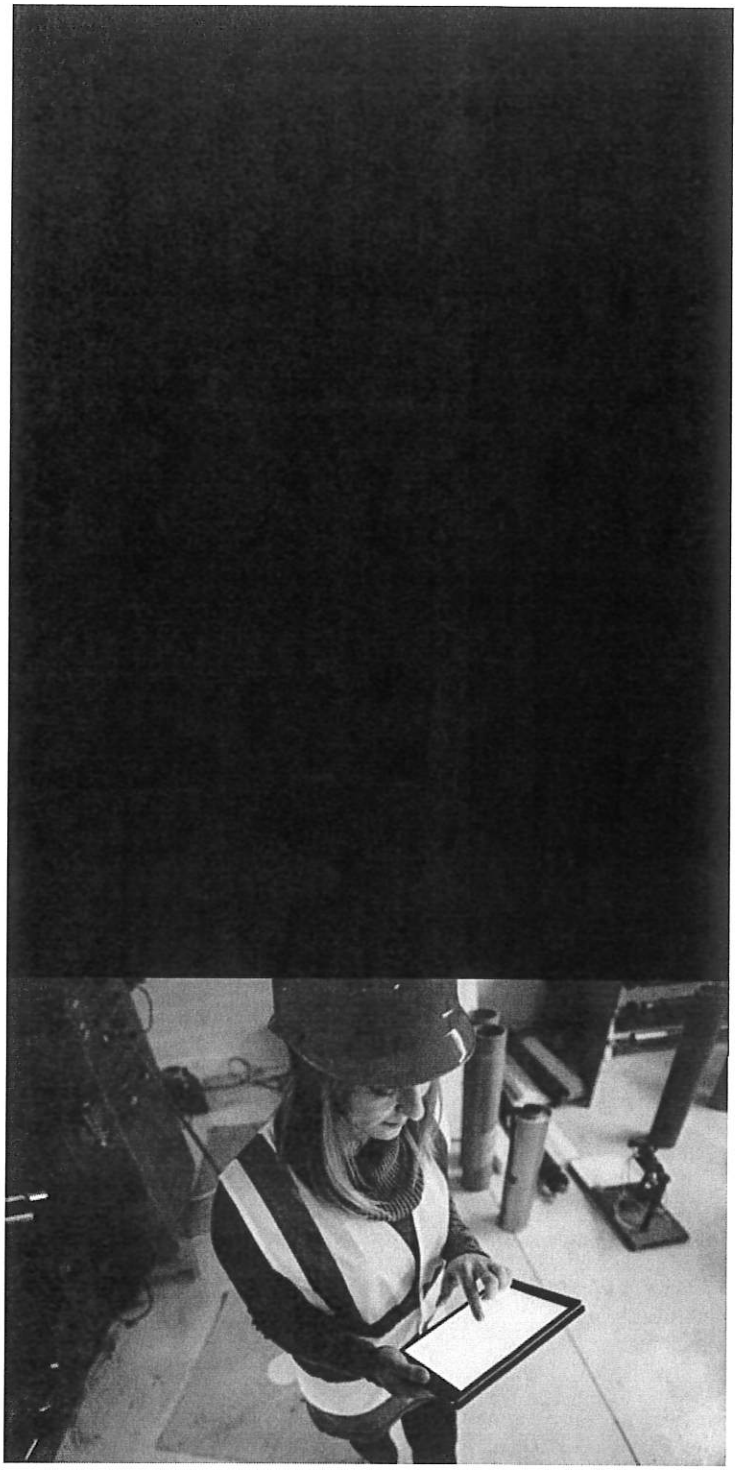
By: _____

Its: _____

Printed Name: _____

FED TAX ID: _____

EXHIBIT "A"
SCOPE OF SERVICE



MaintStar Pricing

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

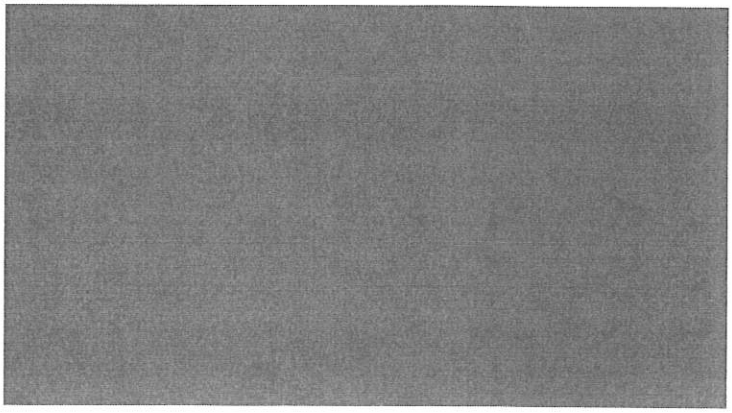


EXHIBIT F

PRICING PROPOSAL

Company Name: MaintStar, Inc. Contact Person: Eric Sabato

Company Address:
28 Hammond Drive Unit D

City: Irvine State: CA Zip: 92618

Phone #: (800) 250-5678 Email: eric@maintstar.com

We offer this submittal in response to the RFQ/P – Pricing Information. The billing rates and prices listed below are fully-burdened to include all overhead, profit, necessary third-party solutions, expenses and travel but excluding costs for hardware provided by City.

DESCRIPTION	PRICE	TOTAL
Purchase Price		
Software License	$ 60,000.00	$ 60,000.00
Implementation	$ 30,000.00	$ 30,000.00
Training	$ 7,500.00	$ 7,500.00
Integration Development	$ 0.00	$ 0.00
Other:	$ See Options	$
Other:	$	$
Subtotal	$ 97,500.00	$ 97,500.00
Annual Maintenance		
Year One	$ Included	$ 0.00
Year Two	$ 24,000.00	$ 24,000.00
Year Three	$ 25,000.00	$ 25,000.00
Subtotal	$ 49,000.00	$ 49,000.00
TOTAL	$ 146,500.00	$ 146,500.00

Bid Validity: 120 days calendar days from bid receipt date. City reserves the right to request an extension of the 120 day period.

The undersigned agrees fully with the terms and conditions of this Request for Proposal and acknowledges that he/she is an authorized binding official of their organization.

Authorized Agent: _____ Date: 3/23/2021

Title: Eric Sabato, National Sales Manager

Itemized Pricing Proposal - Vendor Hosted - SaaS Cloud Enterprise Asset Management

City of Santa Paula CA - Licensing	
Enterprise Site Software License Fee[1] Unlimited Admin, Supervisor and Internal User Count and Access. 1 TByte Storage • Enterprise Asset Management System • Activity Based Budgeting • Report Writer/Query Engine	$ 60,000.00
Total Software Licensing Costs	**$ 60,000.00**

City of Santa Paula CA - Implementation	Total
Project Management	Included (Usually $ 19,500.00 Charge)
Implementation and File Configuration[3]	$ 30,000.00
On-Line Training/Implementation Support 40 Hours on-line training	$ 7,500.00
Total Implementation Costs	**$ 37,500.00**

* Licensed Agency Codes data presented in CSV format only and forms presented in WORD or PDF formats only.
** Two Rounds of Data Conversion provided.
** Modifications after 1st Round - Are at No Charge. Modifications after the 2nd Round - Are Billed at Cost $ 155.00 per hour.
** Historical Data Cleanup if requested by the city will be charged and invoiced at $ 155.00 per hour.

City of Santa Paula CA - Agency Interfaces/Integrations*	
ESRI - GIS GIS Multiple Layer, Multiple Service Integration	Included/Standard
Total Integration Costs	**$ 0.00**

* Any fees from Third Parties for professional services are <u>not included</u>, and are negotiated and paid by the agency.
Please see optional integrations

City of Santa Paula CA - Total First Year Costs	
Total MaintStar EAMS License and Deployment	**$ 97,500.00**

[1] Computer Maintenance Management System for unlimited users.
[2] Work Planning and Budgeting Module included at no charge to St. Petersburg.
[3] Includes all Form/Report Development/Creation and Case/Record types Configuration.

Annual Hosting and Support/Maintenance Fees

City of Santa Paula CA - Annual Hosting Support Two Environments - (Staring at Production)					
Ongoing Hosting/Support[4]	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Hosting and Support • Includes License, Hosting, Support	Included	$ 24,000.00	$ 25,000.00	$ 26,000.00	$ 27,000.00
Total Hosting and Support	$ 102,000.00				
Total Five Year Cost (less options) Hosting and Support Included	$ 199,500.00				

Payment Milestones

City of Santa Paula CA - Proposed Payment Milestones (less options)	
Milestones	Amount
Contract Signing - Project Commencement - Licensing • License and System Configuration	$ 60,000.00
Customer Sign-Off on Sandbox (development environment acceptance) • Integration and Deployment Balance (including training)	$ 37,500.00
Sandbox Push to Production (live system cutover) • First Year Hosting, support and Maintenance (100 %)	Included
Hosting and Support - On Going Costs • Anniversary of Annual Renewel of (hosting, licensing, maintenance)	See Annual Fees Above

MaintStar EAMS Integration Options

Integration Options*	
Tyler Incode Financials One-Way Interface Finances Integration	$ 12,500.00
CIS (Customer Information Systems) One-Way Interface CIS Integration	$ 12,500.00
SCADA Integration One-Way Interface Asset Mangement Integration	$ 12,500.00

* Any fees from Third Parties for professional services are <u>not included</u>, and are negotiated and paid by the agency.

MaintStar Additional Training Options

Training/Implementation Options*	
On-Line Training/Implementation Support 40 Hours Additional On-Line training and implementation support	$ 14,500.00

[4] Includes all hosting, support and licensing and ongoing training for new staff on two environments. CPI calculated at ~ 3.5% per annum.

MaintStar Standard Hourly Rates Schedule - For Reference Only

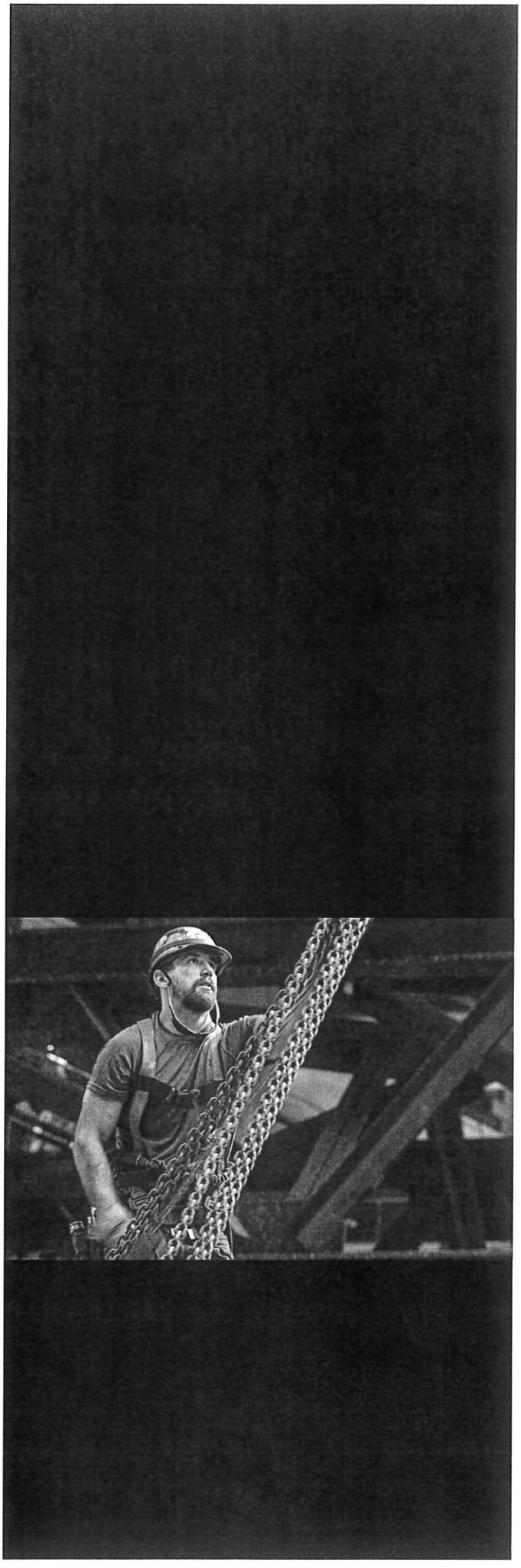
Project Implementation	
Project Management	$ 250.00 hour
Project Planning/Requirements	$ 150.00 hour
Interface Design	$ 150.00 hour
Data Migration and Conversion	$ 150.00 hour
Testing and Acceptance	$ 130.00 hour
Post-Production Support	$ 130.00 hour
Travel and Expenses	N.S.P.
On Site Implementation Assistance (40 Hours Minimum)	$ 250.00 hour/$ 2000.00 Per Day
On Site Go-Live Assistance (40 Hours Minimum)	$ 250.00 hour/$ 2000.00 Per Day
Software Development Services (Per Man Hour)	$ 200.00 hour

Notes:

These services are generally priced hourly. Hours are proposed for each project.
Travel is Not Specifically Priced (NSP) and are quoted in accordance to costs and expenses.
[6] Training classes are complete with training guides and student documentation.
[7] Electronic copies of all documentation is included for city distribution

MAINTSTAR

28 Hammond
Irvine • CA • 92618
800 • 255 • 5678
www.maintstar.com
sales@maintstar.com



MAINTSTAR

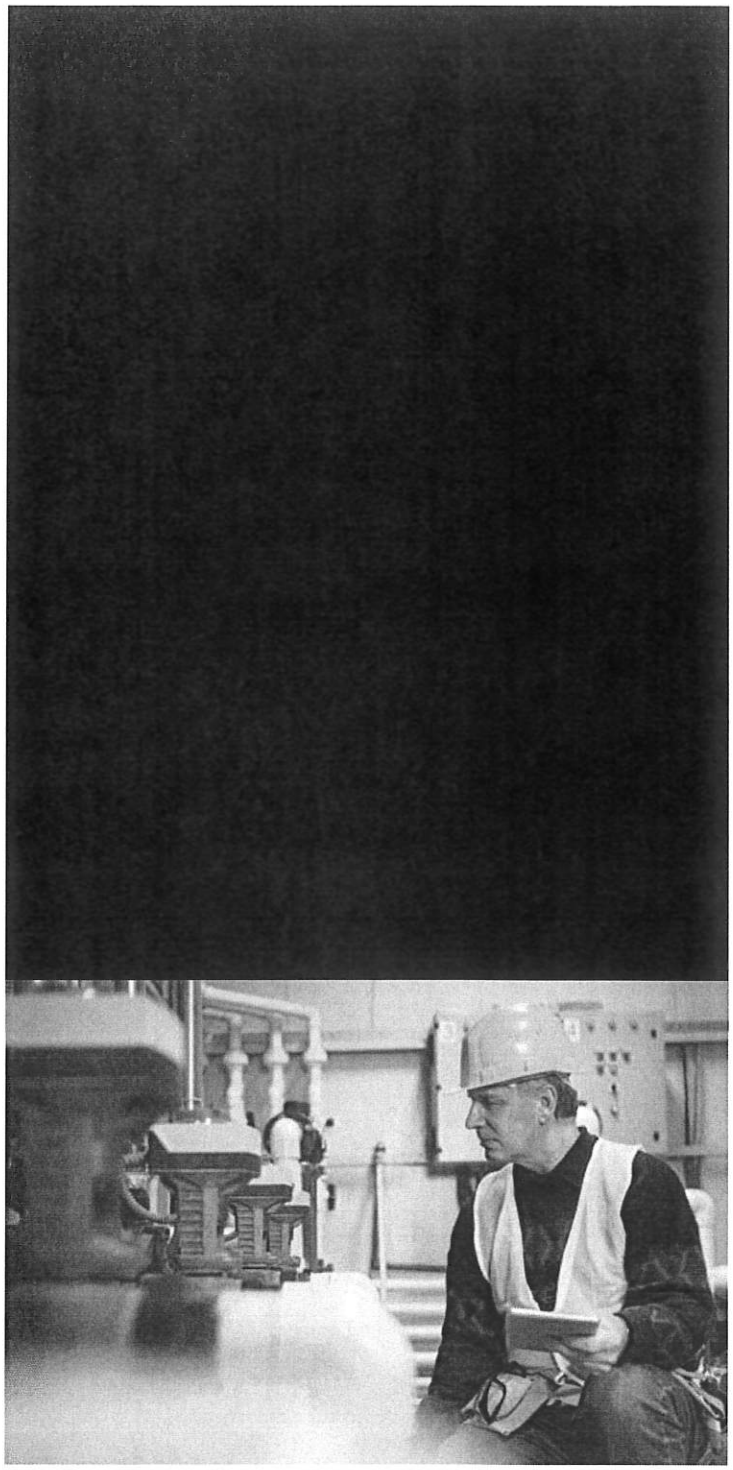
Computerized Maintenance Management System

- Work Request Module
- Work Order Module
- Work Planning Module
- Preventative Maintenance
- Material and Parts Inventory
- Activity Based Budgeting
- Custom User Interface
- Advanced Level of Service Through Asset Management
- GIS Centric System
- Mobile Device and Full Field Capability
- KPI Dashboards
- Report Writer and Query Engine

Santa Paula, California
RFP 2021-0301
Computerized Maintenance Management System
Due Date: March 29, 2021 16:00 PM PST

28 Hammond
Irvine • CA • 92618
800 • 255 • 5678 phone
949 • 458 • 7626 fax
eric@maintstar.com

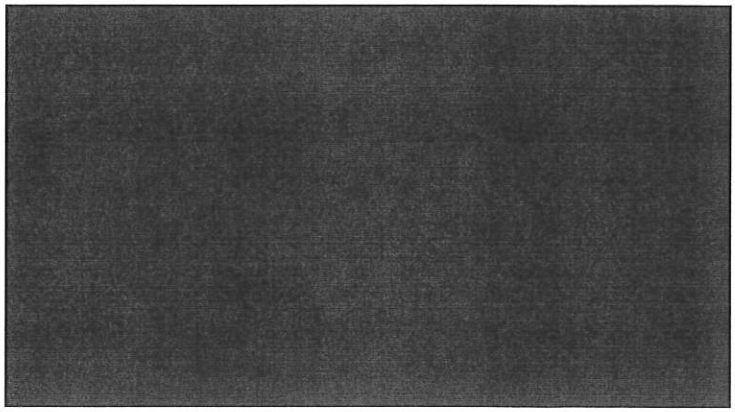
- RFP - Required Exhibits, Acknowledged Addenda 3
  - Signed Bid Form 4
  - Acknowledged and Signed Addenda 1 5
  - Exhibit A - Certificate of Insurance - To be endorsed on Award of Contract 6
  - Exhibit C - Certificate of Non-Collusion 7
- Letter of Transmittal - California Corporation in Good Standing 8
  - State of California Certificate of Status 9
- Section C - Technical Proposal 10
  - Company Profile and Qualifications 11
  - MaintStar Company Profile 11
  - MaintStar Past Performance Success 12
  - MaintStar Technical Competence 12
  - Santa Paula Team Organization Chart 13
  - Santa Paula Implementation Team Contact 13
  - Team Resumes 14
- Project Approach 19
  - Comprehensive Enterprise Maintenance Management 20
  - Project Methodology and Project Management System 21
  - Forecasted Project Time Tracker 22
  - Project Management Outline 22
  - Implementation Time Line - GANTT Chart 23
- MaintStar References 24
  - References - Enterprise Asset Management 25
- Compliance with Functional Requirements 27
  - Exhibit D - Functional Attributes 29
  - Exhibit E - General Technical Requirements 31
  - Exhibit E - Hosting Platform Technical Requirements 32
- MaintStar - Required Statements 35
  - Statement on No Litigation or Arbitration Currently or Within the Last Five Years 36
  - Statement of No Financial Relationships 36
  - Statement of Information Submitted 36
- Supplemental Materials 37
- System Training and Documentation 38
  - Santa Paula Training Table 39
  - Enterprise Asset Management - User Training 40
  - Enterprise Asset Management - Administration Training 41
- MaintStar Support Services 42
  - City of Santa Paula - Your Specific Support Engineer 43
  - Support Escalation Chart - Team Cross Training 43
  - Speedy Problem Resolution 44
  - Software Upgrades 44
- MaintStar EAMS - Scope of Services and Foldouts 45
- MaintStar Cloud and Computer Network Specifications 58
  - Minimum RTO and RPO 60
  - System Security 60
  - Business Continuity and Disaster Recovery 61
- Real Time Dashboards and Sample Reports 63



▶ RFP - Required Exhibits, Acknowledged Addenda

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System



CITY OF SANTA PAULA

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS (RFQ/P) FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

PROPOSALS ARE DUE: Not later than 4:00 PM on MARCH 29, 2021, at the Public Works Department at 866 E. Main Street, Santa Paula, CA 93060.

The City of Santa Paula (City) is issuing this Request for Qualifications and Proposal (RFQ/P) to invite entities demonstrating the organizational, functional, and technical capabilities to provide a comprehensive Computerized Maintenance Management System (CMMS) solution that meets the City's needs. The City intends to establish a short list of qualified candidates for interviews and select the highest-ranked Respondent based on the City's discretionary evaluation of project approach, compliance with functional attributes and technical requirements, vendor information and qualifications, project schedule, implementation methodology, implementation staff qualifications, pricing and references.

One (1) hard copy and (1) electronic file in unlocked searchable PDF format (USB) of the Offeror's response to the SOQ shall be submitted along with a separate envelope and PDF (USB) including the Offeror's price proposal, Exhibit F, to the following address:

City of Santa Paula
Robert P. Woodward PE
Interim City Engineer
Public Works Department
866 E. Main Street
Santa Paula, CA 93060

RESPONSES RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE RETURNED TO THE SENDER. The response shall include a copy of this form and be signed by the firm's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of this RFQ/P. The undersigned agrees to furnish the on-call services stipulated in this RFQ/P.

MaintStar, Inc.	28 Hammond Drive Unit D, Irvine CA 92618
Company	Address
Eric Sabato	
Name (Print)	Signature
1-800-255-5678	National Sales Manager
Company Phone No.	Title

23) How many assets are there?

a) Asset registers will be developed as part of the implementation process. See response to Question 1 for additional information.

24) How many PMs? How many procedures?

a) This will be determined as part of the implementation process with the selected vendor.

25) Is the interface to ESRI one way or two way? What data is in ESRI?

a) This will be determined as part of the implementation process with the selected vendor.

26) Will the new solution be used in conjunction with capital projects/planning? (Current and future)

a) Yes.

27) Will the new solution be used to track metered assets for environmental purposes?

a) This will be determined as part of the implementation process with the selected vendor.

28) Will the new solution be used to track maintenance on leased land/facilities? If so, do you have access to lease information to determine landlord responsibility?

The solution will not be used to track maintenance on leased land/facilities

APPROVED AS TO FORM AND CONTENT:

Date: 3/19/2021

Robert P. Woodward, PE
Interim City Engineer

RECEIPT ACKNOWLEDGEMENT

Receipt of Addendum No. 1 REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS (RFQP) FOR COMPUTERIZED MAINTENANCE MANAGEMENT

Receipt of Addendum No. 1, **REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS (RFQP) FOR COMPUTERZIED MAINTENTANCE MANAGEMENT SYSTEM**, is hereby acknowledged.

Date: 3/23/2021

Authorized Signature

MaintStar, Inc.
Company Name

MAININC-04 KDEMPSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 La Palma, CA - HUB International Insurance Services Inc. 6 Centerpointe Drive, Suite 350 La Palma, CA 90623	CONTACT NAME: Karen Dempsey PHONE (A/C, No, Ext): (562) 674-2527 FAX (A/C, No): (562) 392-9018 E-MAIL ADDRESS: Karen.Dempsey@hubinternational.com
INSURED Maintstar, Inc. 28 Hammond Unit D Irvine, CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Beazley Insurance Company — 37540 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			35790788WCE	08/15/2018	08/15/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			73517904	08/15/2018	08/15/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E & O incl. Cyber			V1C0EB180301	07/15/2018	07/15/2019	Limit incl. in E & O	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

*For Insured's Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A CERTIFICATION OF NON-COLLUSION

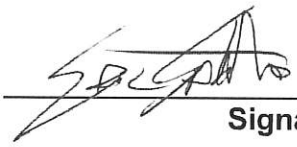
Made to: City of Santa Paula

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and

(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Eric Sabato, National Sales Manager	
Printed Name and Title	**Signature**
MaintStar, Inc.	1-800-255-5678
Name of Firm/Company/Corporation	**Telephone Number**
28 Hammond Drive Unit D	Irvine CA 92618
Street Address	**City, State, Zip**
eric@maintstar.com	3/23/2021
Email Address	**Date**

MAINTSTAR
28 Hammond
Irvine • CA • 92618
800 • 255 • 5675 phone
949 • 458 • 7626 fax
eric@maintstar.com

March 23, 2021

City of Santa Paula
Robert P. Woodward PE
Interim City Engineer
Public Works Department
866 E. Main Street
Santa Paula, CA 93060

Mr. Woodward:

On behalf of MaintStar, we are pleased to provide the following proposal to the City of Santa Paula for your consideration. The team at MaintStar offers this response as the sole manufacturer, installation, configuration, training and on-going support agent. We acknowledge we have read and understand the RFQ/P in it's entirety.

As specified, our proposal is valid at least 180 days from the due date. MaintStar is an industry leading developer of software for Water Services and Computerized Maintenance Management Systems. With a thirty-five year track record, our products are in use by over 100 local governments through out the United States, many of which are located near Fremont.

The solution we are proposing is currently in use with large counties, such as Alameda County, California as well as smaller agencies such as the City of Winter Garden, Florida. Whether large or small, our success is based on providing the utmost attention to each and every customer project. Please take a moment to watch the City of Pleasanton and Microsoft® CityNext™ videos, as they provide independent, candid details on the advantages of selecting and using MaintStar products and services.

Every effort has been made to provide a complete response, in the manner requested. However, if any questions arise with any part of this response, please feel free to contact me directly. Note: Following this letter is our certificate from the State of California as a California Corporation in Good Standing, and our Certificate as a State of California SB Micro business and as such our offer can be applied to your annual state requirements for Small Business Set Aside. We welcome the team at City of Santa Paula to be part of the ultimate Computerized Maintenance Management System.

RFP Document	Received	Ack/Understood
RFP Original RFP 2021-0301 Notice	02/15/2021	√
RFP 2021-0301 Addenda One - QnA	03/23/2021	√

Best Regards,

Eric Sabato
National Sales Manager, and Authorized Corporate Officer
MaintStar
Land Management and Public Works Products
800 • 255 • 5675 office
714 • 883 • 8851 mobile
949 • 458 • 7626 fax
eric@maintstar.com

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MAINTSTAR

FILE NUMBER:	C1328464
FORMATION DATE:	01/11/1985
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

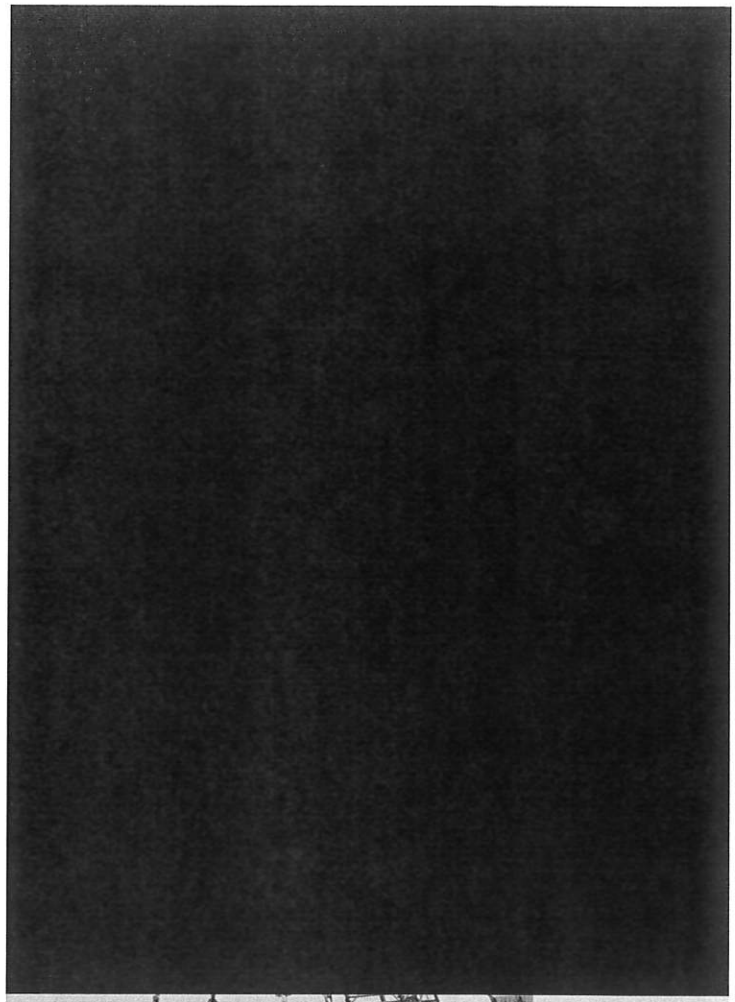
No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 17, 2016.

ALEX PADILLA
Secretary of State

NP-25 (REV 01/2015)

ABW

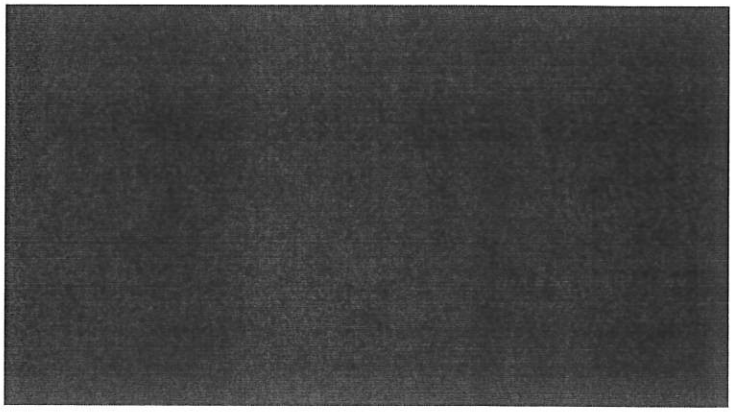




▶ Section C - Technical Proposal

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System



Company Profile and Qualifications

Very few company's have the technical experience in Public Works Asset Management than MaintStar. MaintStar has been supplying and support state and local government software systems for 35 years, specifically in Public Works Enterprise Asset Management and Community Land Management. Over 200 systems are currently in use and supported in community development and public works agencies across the United States and Canada. To illustrate MaintStar's experience in implementing similar systems to that requested by the Santa Paula - below are three prime examples of agencies in California which are using the software and services contracted requested in this RFP.

- Alameda County CA (serving 1.6 Million citizens)
- Orange County CA (serving 3.1 Million citizens)
- Contra Costa County CA (serving 1.1 Million citizens)

MaintStar Company Profile

MaintStar Vendor Profile	
Years in Business	Since 1984, 36 Years
Corporate Ownership	Incorporated - State of California Good Standing
Number of Employs	25 Employs
Location Support Center	MaintStar - Corporate Office 28 Hammond Unit D Irvine CA 92618
Local Officer & Point of Contact	Eric Sabato, National Sales Director 28 Hammond Unit D, Irvine, CA 92618 800-255-5675 o. 714-883-8851 c. eric@maintstar.com
Company Background	36 years - Servicing State/Local government in Public Works and Community Development
Product Ownership	100 % - No Licensed Technology 100 % - In House Developed
Company Performance	No Product End of Life Notices - Supporting all products sold No Default on Contractor RFP Response No Pending Litigation, Investigation or Administrative Proceedings
Company Focus Industries Served	Nationwide - Local City and County Government Water Districts Port Authorities
Key Customers	Alameda County - CA Orange County - CA City of Raliegh - NC Village of Lansing - IL State of Wyoming DOT - WY State of Kansas DOT - KS
DUNS	18-6024766
Fed Tax ID (EIN)	33-0151817
Total Clients	> 200
Awards	Microsoft® CityNext™
Key Partners	Microsoft® - Business Software Microsoft® CityNext™ - Government Specific Software Technologies ESRI® - GIS Location Mapping

MaintStar Past Performance Success

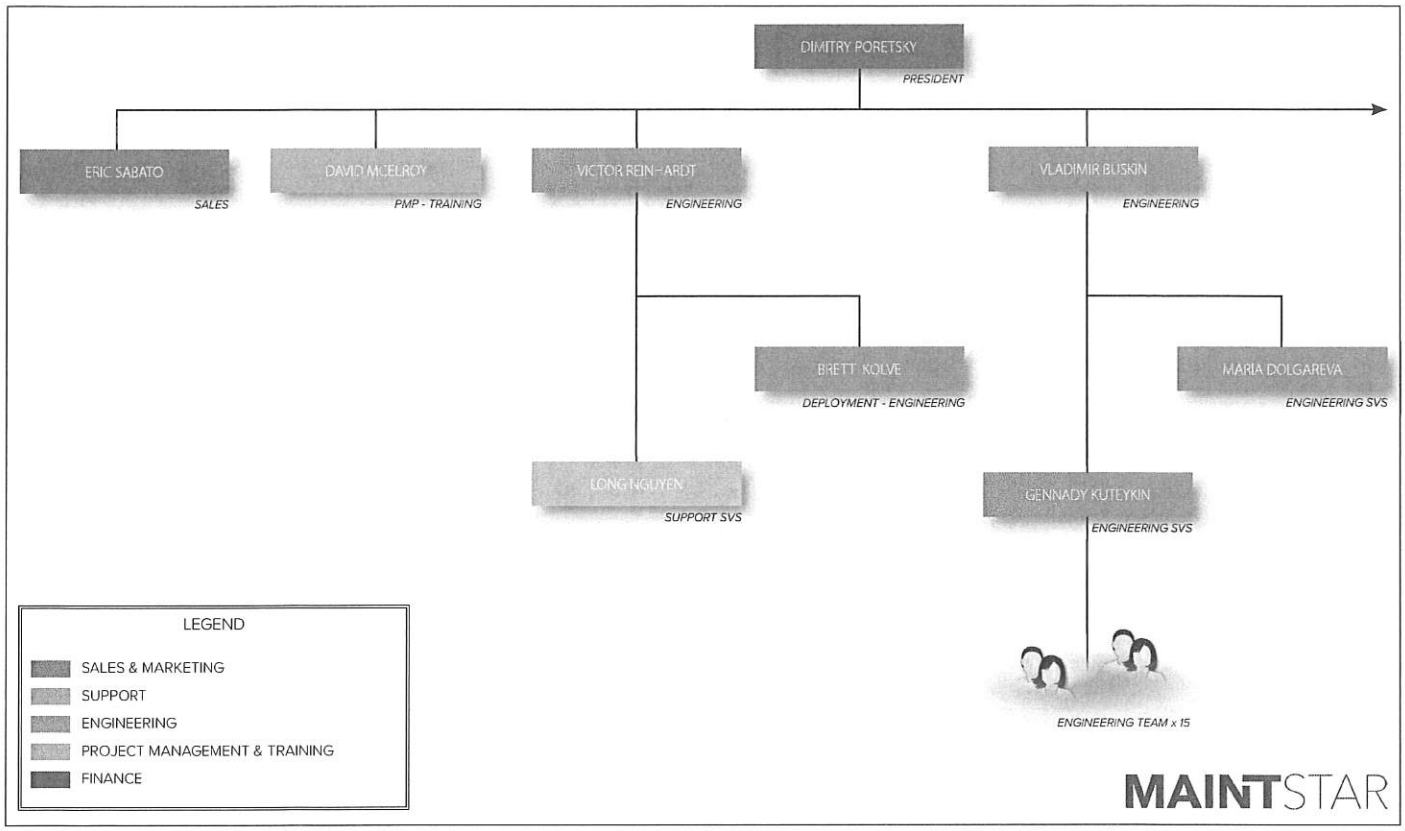
Large Metropolitan Public Works Examples		
•	Baltimore County	MD
•	Alameda County	CA
•	Orange County	CA
•	Contra Costa County	CA
•	City of El Paso	TX
•	Ventura County	CA
•	Hillsborough County	FL

Smaller Agency Public Works Examples		
•	City of Pleasanton	CA
•	City of Thousand Oaks	CA
•	Culver City	CA
•	City of Fairfield	CA
•	City of Winter Garden	FL
•	City of Bakersfield	CA
•	Rancho Margarita	CA

MaintStar Technical Competence

MaintStar Technical Experience	
Sub-Contracting	None
Team Competence	Software Development - In House Database Optimization - In House Project Manager - In House Documentation Development - In House Project Coordination - In House Business Analyst - In House
System Integrations Standard/Included Experience	ESRI - GIS (note: Open GIS Architecture) Microsoft Office and Exchange Integration MS SQL Reports v6 JasperSoft Reportings Crystal Reporting ePlanSoft EPR CardConnect PCI Credit Card, ACH and PayPal Payment Processing
Previous Client Integration Experience	Tyler Eden Cashiering Tyler Munis Financial ePlanSoft EPC an EPR Plan Review Microsoft CRM Dynamics® Selectron Automated ACD Paymentech (now JPM Chase) Credit Card, ACH and PayPal Payment Processing JasperSoft Reportings Crystal Reporting
Previous - Third Party Database Conversions	Tidemark Permitting Accela Permits Plus Tyler Eden Permitting Access and MS SQL Agency Created Database Conversion

Santa Paula Team Organization Chart



Santa Paula Implementation Team Contact

The MaintStar Santa Paula Team	
Sales Manager	Eric Sabato, National Sales Director – Public Works eric@maintstar.com
GIS/Database Engineer	Victor Reinhart, Director Systems Development victor@maintstar.com
Mobile/Field Engineer	Brett Kolve, Mobile and Field Applications Engineer brett@maintstar.com
Project Manager	David McElroy, Project Manager and Training Director david@maintstar.com
Technical Support	Long Nguyen, Senior Technical Support long@maintstar.com
Configuration Custom Development Integrations	Vladimir Buskin, Systems Integration Engineer vladimir@maintstar.com Maria Dolgareva, Integration Documentation and Testing Gennady Kuteykin, Programming Specialist
Escalation	Dimitry Poretsky, President dp1@maintstar.com

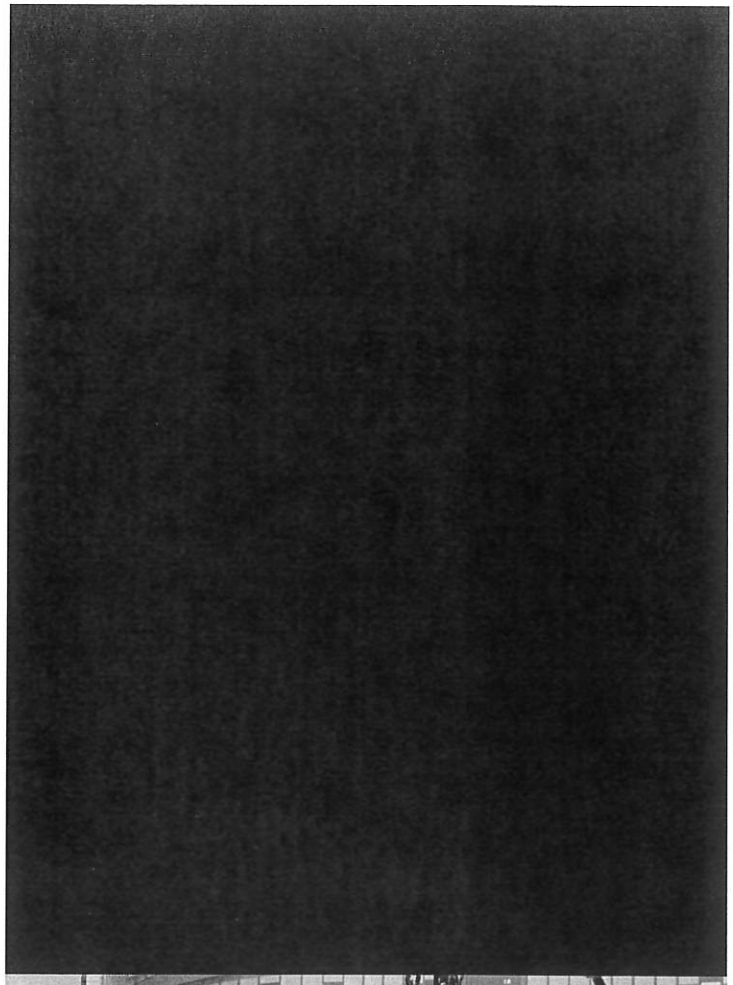
Project Manager	David McElroy - Project Manager & System Implementation Engineer
Work History	MaintStar - 20 years As a Project Manager, David practices effective communication to find more cost effective and easier solutions to complex issues. He simultaneously coordinates various departmental resources to execute contracted deadlines utilizing critical thinking, strategic planning and problem solving. He has an extensive knowledge of MaintStar, report writing, and the community development industry, and works closely with his clients to optimize their processes within MaintStar. David's technical expertise and experience working with people from a variety of professional, persona, and international backgrounds ensure a successful project from start to finish.
Project Roles	Ensures an on-time delivery of completed system Manages "scope creep" by effectively holding weekly/daily discussions with client Understands and manages client expectations Recommends business process decisions to client whenever reasonable Possesses a thorough knowledge of our software and a thorough understanding for configuring the system during each project Effectively facilitates regular status meeting with the Project Team Ensures project documents are complete, current, and appropriately documented by reviewing deliverables prepared by team before passing off to client Manages daily operational aspects of a project, scope and client interaction Identifies necessary resources to complete projects and communicates with Technical Staff, Data Conversion, Software, Engineers, and Trainers to assign tasks to available resources while meeting the business needs of each client
Experience	David excels at one on one and group trainings. He has supervised and conducted all major training operations for MaintStar over the past 20 years. Some installations include the following:
Project Experience	City of Orange, CA County of Ventura, CA Hillsborough County, CA County of Adams, CO County of Contra Costa, CA County of Baltimore, CA County of Clark, WA County of Santa Clara, CA City of Alameda, CA County of Washoe, NV City of Winter Gardens, FL AMRI, New York
Education	David has an MBA degree with over 20 years of EAM system experience, and will handle implementation and training.

DBA & Engineering	Victor Reinhart - System Application Engineer and Database Administrator	
Work History	MaintStar - 24 years As a Interface Applications Developer, Database Administrator and Developer, and ArcGIS Certification, Victor brings wealth of knowledge and experience to the project. Victor is innovative, an excellent communicator, and inspires our TEAM (Together Everyone Achieves More) attitude at MaintStar.	
Experience	MaintStar to ESRI GIS, Bentley and other OGC interfaces on mapping and Geo-systems. ArcMap, ArcGIS Server, ArcSDE. MaintStar to CardConnect - PCI Compliant CC processing MaintStar to Microsoft Dynamics CRM MaintStar to Tyler Accounting and Cashiering MaintStar to Sungard HTE Work Order System Various APIs including US Postal Office, Oracle ERP, and specialized MS Office requests. These include auto-postal and address validation systems. Database conversion lead and development - Oracle and MS SQL. Legacy conversion and ongoing migration to new platforms. Security experience at Windows and UNIX pltforms. Domain Controller setup, management, and ongoing support. Firewall and Remote VPN setup and support.	
Programming Languages	SQL, C#, C, C++, PHP, JavaScript, JQuery, Powerscript, Perl, Python, PowerScript, DataStage, IBM Assembler, ASP, COBOL. Web Services RESTFUL, SOAP, JSON	
Project Experience	Orange County, CA	MVCP (Haverhill Cooperative Purchasing), MA
	County of Ventura, CA	County of Santa Clara, CA
	Hillsborough County, CA	City of Winter Gardens, FL
	Alameda County, CA	City of Culver City, CA
	City of Bakersfield, CA	City of Winter Gardens, FL
	County of Baltimore, CA	AMRI Corporation, New York
	State of Wyoming, WY	Lansing, IL
Education	**University of California, Los Angeles, 1984** Bachelor of Science Engineering with honors. Continues to remain current ion technology through the UCLA Extension Program	

Engineering Team	Brett Kolve - Mobile and Field Apps Engineer
Work History	MaintStar - 14 years Brett Kolve is the engineering lead on the mobile applications and field applications development and deployment. He also supports other engineers on application development, standards and application integration and interfaces. 1. Integration to new applications or application environments. 2. Testing and confirmation integration meets customer requirements. 3. Assure system is meeting customer requirements from a functional perspective. 4. Discover and development alternatives to improve use and reliability of system
Project Roles	System Deployment, Integration and Interface Testing and Product Egineering Business Analysis, Historical Data Importation, Systems Assessment and Gap Analysis
Experience	**Development:** Web Development • HTML, JavaScript, php, Web Services, Appeon Mobile Development • Appeon mobile Client/Server • C++, C#, PowerBuilder, PFC, CornerStone, Pascal **Databases and Tools:** Databases • Oracle, PL/SQL, MS SQL Server, Sybase SQL Anywhere, ERWIN AS/400 • RPG/400, RPG/III, RPG/II, CL, OCL **Development Accomplishments:** Enhanced existing Client/Server application. Primarily responsible for Web Development of MaintStar and for developing and designing mobile application. Web Service Development Redesigned Web look and feel Design and Programming of Mobile Applications GIS integration on the Mobile platform Developed Integrated Dashboard CCTV Integration Database Design in MS SQL Server and Oracle
Project Experience	Hillsborough County, FL County of Ventura, CA Contra Costa County, CA City of Fairfield, CA Alameda County, CA Winter Garden, FL City of Thousand Oaks, CA City of Raliegh, NC County of Baltimore, MD City of Bakersfield, CA
Education	**Oregon State University, 1983** Bachelor of Science - Computer Sciences **RPG Programming, IBM 1984** 8 week course in Client/Server using PowerBuilder, Symmetry, 1997 Completed 3 Month Java programming Class, June 2001

Engineering Team	Vladimir Buskin - Systems Integrations Engineer
Work History	MaintStar - 11 years Vladimir Buskin is the primary engineering lead on all engineering aspects of the system deployment. This includes: 1. Integration to new applications or application environments. 2. Testing and confirmation integration meets customer requirements. 3. Assure system is meeting customer requirements from a functional perspective. 4. Discover and development alternatives to improve use and reliability of system
Project Roles	System Deployment, Integration and Interface Testing and Product Egineering System architecture and Development Environment Decisions
Experience	**Development:** ASP net 2.0, SQL server, Oracle 10g. Web Services JavaScript, JQuery C# ASP.net - 10 years; Java 5 - 2 years; SQL, T-SQL, PL/SQL; - 12 years; Node.js – 2 years; NHibernate – 8 years; HTML, CSS, JSON, XML, Ajax - 10 years; Webpack, React.JS, Redux, Angular – 2 years; JQuery, YUI – 7 years; ArcGIS, Leaflet, GeoJSON, Spatial SQL – 7 years; Crystal Reports – 4 years. Databases and Tools: MS SQL Server (full cycle of database development); T-SQL; MySQL; MS Access; Oracle 8i-10g, PL/Sql; Crystal report; Fast report; SubVersion; CVS; Mantis (bug tracking system). **IDEs:** MS Visual Studio, IntelliJ 6 IDEA 6, WebStorm, Atom.
Project Experience	State of Wyoming DOT Village of Hazel Crest, IL Village of Dolton, IL City of Rio Vista, CA Alameda County, CA Village of Lansing, IL
Education	**Informatics and Computer Engineering Department** MBS - Computer Sciences - Software Developer

Support Team	Long Nguyen - Senior Technical Support Engineer
Work History	MaintStar - 20 years Long Nguyen serves as one of the main contacts for all technical support questions and assists with data conversions, implementations, and report writing. He provides client support and technical issue resolution via e-mail, phone and on-line mediums. Additionally, Long helps with configuration of the various interfaces that are needed to connect to the database. He identifies issues, corrects and advises as needed on operational issues.
Project Roles	Provide training to clients in the use of system and applications Configure software to connect to internet application servers Identify and correct or advise, on operational issues in various computer systems Work independently, while successfully meeting time lines and project objectives Possess and execute comprehensive documentation practices Create and maintain detailed records using MaintStar's problem resolution tracking system to report and ultimately conclude outstanding support requests from clients Assist Project Managers with the implementation of software during new client installations Effectively prioritize and operate pro actively Mental dexterity to grasp new ideas and integrate them into desired results
Experience	Long has over 16 years of computer related work that is geared to municipalities and public agencies. His broad exposure to many types of systems during his tenure, offers a well-rounded view for creating optimal implementations. Long is uniquely qualified to provide the highest level of support to our clients.
Project Experience	City of Pleasanton, CA City of Orange, CA City of Fairfield, CA City of El Paso, TX City of Thousand Oaks, CA City of Reno, NV City of Fremont, CA City of Timmons, Canada City of San Bruno, CA City of Culver City, CA City of Bakersfield, CA Memphis Light, Gas & Water, TN
Education	**University of California, Santa Barbara, 2000** Bachelor of Science – Computer Science, emphasis in Programming Methodology, and Internet Information Services



▶ Project Approach

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

City of Santa Paula - Enterprise Asset Management - MaintStar Solution Module Overview	
Asset Inventory and Condition Reporting	User Custom Interface and User Defined Data Fields Inventory and Asset Management linked to Map and Documents Conditional Assessments - GASB Statement 34 CIP Budget and Planning, Rehabilitation Replacement and PM Install dates, updates, based on ratings and data from WOs.
Resource Management for Labor and Equipment	"What If" Analysis to Address Financial Constraints Activity Based Budgeting Resource Needs Analysis
Materials and Parts Inventory Control	Inventory Control On Hand Valuation Inventory Adjustment Control based on Usage
Work Planning and Budgeting System	Annual Work Plan Activity Scope of Work for Projects Organize Workloads and Budgets based on Annual Needs
Preventative Maintenance Scheduling	Preventative Maintenance Scheduling Corrective Maintenance Scheduling Work Plan Budget Plan Separate or "Rolled Up" Budgeting
Work Request System	Customer Requests - Emergency Requests Automated Notifications Module
Work Order System	Full Matrixed Multi-Tasked and Multi-Asset Work Order System Automated Notifications Module
Tenant Billing	Time and Material Billing for Group, User, Dept., Division By Declaration (FEMA, Outside Agency, etc.) Invoicing
Dashboards and Report Production	Powerful Key Performance Indicator-Based Dashboards Module Standard and Ad Hoc Reporting Engine
Mobile Integration	Mobile Device Enhanced or On Board Application Full On Board Office Data On Device Field File Upload
GIS Integration	MaintStar Full GIS Viewer Full Layer Control and Management Asset Icon Viewing - Precise Location Mobile or Desktop Integration

Project Methodology and Project Management System

It is important to understand that deployment of the MaintStar Enterprise Asset Management is not built/deployed from scratch. Once a contract is signed, two instances are created overnight (Sandbox system - used for deployment and testing, and Production system once the system is pushed live). These systems are pre-configured based on MaintStar's prior experience with Public Works Departments across the country. The success of these projects is replicated with new agency projects along with "lessons learned" applied as well.

Project Plan

MaintStar's Project Manager will draft a Project Plan that will be mutually agreed to by the agency and vendor. The Project Plan will establish the Project Schedule, Roadmap and make specialist assignments. The Project Coordinator will establish the responsibilities and deliverables for MaintStar and the City of Santa Paula and assist with sourcing the deliverables and validating them.

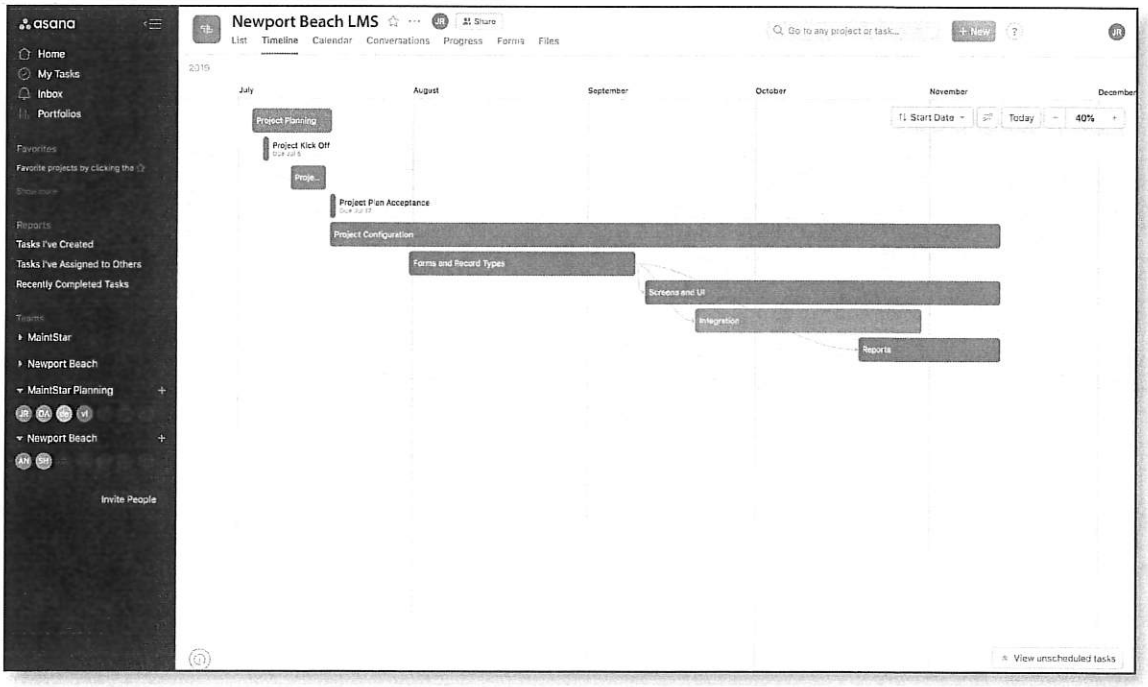
Interactive Meetings and Testing

The MaintStar Project Coordinator will schedule iterative meetings (usually weekly) with the appropriate team members from MaintStar and City of Santa Paula to assure on schedule progress and deployment remain on schedule. This is an interactive process, where Santa Paula can log onto the sandbox system and provide feedback at the following meeting as well. Corrections and updates can be applied weekly to the sandbox. This process yields both a reliable and familiar system for the City.

Collaborative Project Manager Software

MaintStar uses a Cloud Based fully collaborative Project Management Application called Asana. During the weekly online meetings - both MaintStar and City of Santa Paula staff will have access to Asana to make adjustments, comments and see in real-time progress and impacts on schedule and production live date. We cannot stress how vital it is to have both vendor and client, see these time lines together in real-time. Additionally, City of Santa Paula can sign-in to Asana outside of meetings to see updates between meeting events as well.

Below is a screenshot of the Asana PM Interface. On the next three pages, a preliminary list of steps, man-hours and responsibilities are presented.



The Asana Collaborative PM Share Window. Via Web Conference; Santa Paula Team and Maintstar Team can view responsibilities and progress.

Forecasted Project Time Tracker

Project management team at MaintStar has initially analyzed the City of Santa Paula project and development the following estimation of man-hours for each party. In this manner, each participant has a understanding of the project scope at the outset.

City of Santa Paula - Project Management Hour Summary		
Item	Initial Est. Santa Paula Man-Hours	MaintStar Man-Hours
Project Management	100	200
Configuration/Customization	300	300
General Implementation	200	500
Historical Data Conversion	100	200
Training/Implementation	200	200
Go Live Support/Testing	80	200
Total Estimated	**980 man/hours**	**1,600 man/hours**

Project Management Outline

City of Santa Paula - Enterprise Asset Management - Project Management	
Pre-Project Planning	Initial Task Plan
	Calls with City PM and City Public Works Team
	Delivery of Documentation and Test/Quality Plan - City Workflow Forms
	Review Goals and Objectives of Project
Project Kick-Off	High Level Project Overview
	Finalize and Document Task Group and Task Objectives
	Release Plans and Schedules - Finalize Workflow Automation
	Resource Commitment Requirements
Training Sessions (see Training Section)	Admin Training
	Supervisor Training
	Post Training Feedback
Configuration and Support	Configuration Planning Document
	Implement System Configuration
	Ongoing review of Configuration
Data Conversions / Import	Initial Data Conversion Planning Meeting
	Delivery of Initial Design Screen Customization
	Mapping existing fields to application fields
	Develop Data Conversion Plan - Include Roles Responsibilities
	Conversion Plan Implementation
	Perform Testing of Data Conversion
	Go / No Go Live Decision (Milestone 2)
End User Training Sessions	Customize End User Training Program
Go-Live Planning	Schedule Go Live
Final Data Conversion	Final Data Conversion Test and Evaluation
	Go / No Go Live Decision (Milestone 3)
Post Go-Live Support	Review and Hand-Off Session

Project Schedule & GANTT Chart

The following chart and schedule is an estimate centering on a specified end of June contracting date and a July 2021 start deployment date and June 2021 Training and Cutover. The MaintStar team has based these timelines on 15 years of experience and the project scope as defined within the RFP. These are most likely to change during contract negotiations, development of a scope of work, and preliminary planning meetings.

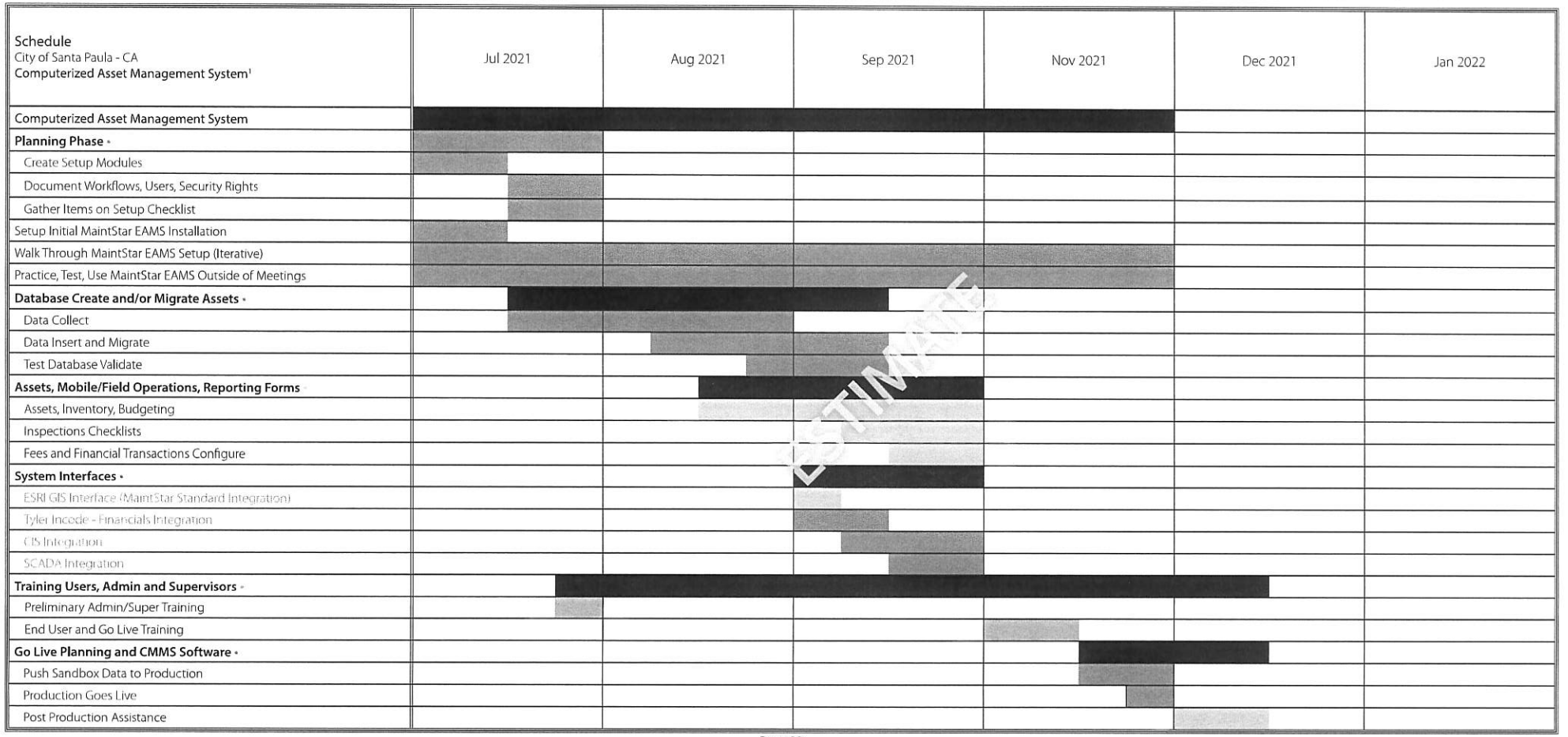
Two data validation phases provided for data conversion and accuracy. Four MaintStar deployment team members will be assigned to the project, which allows for parallel operations.

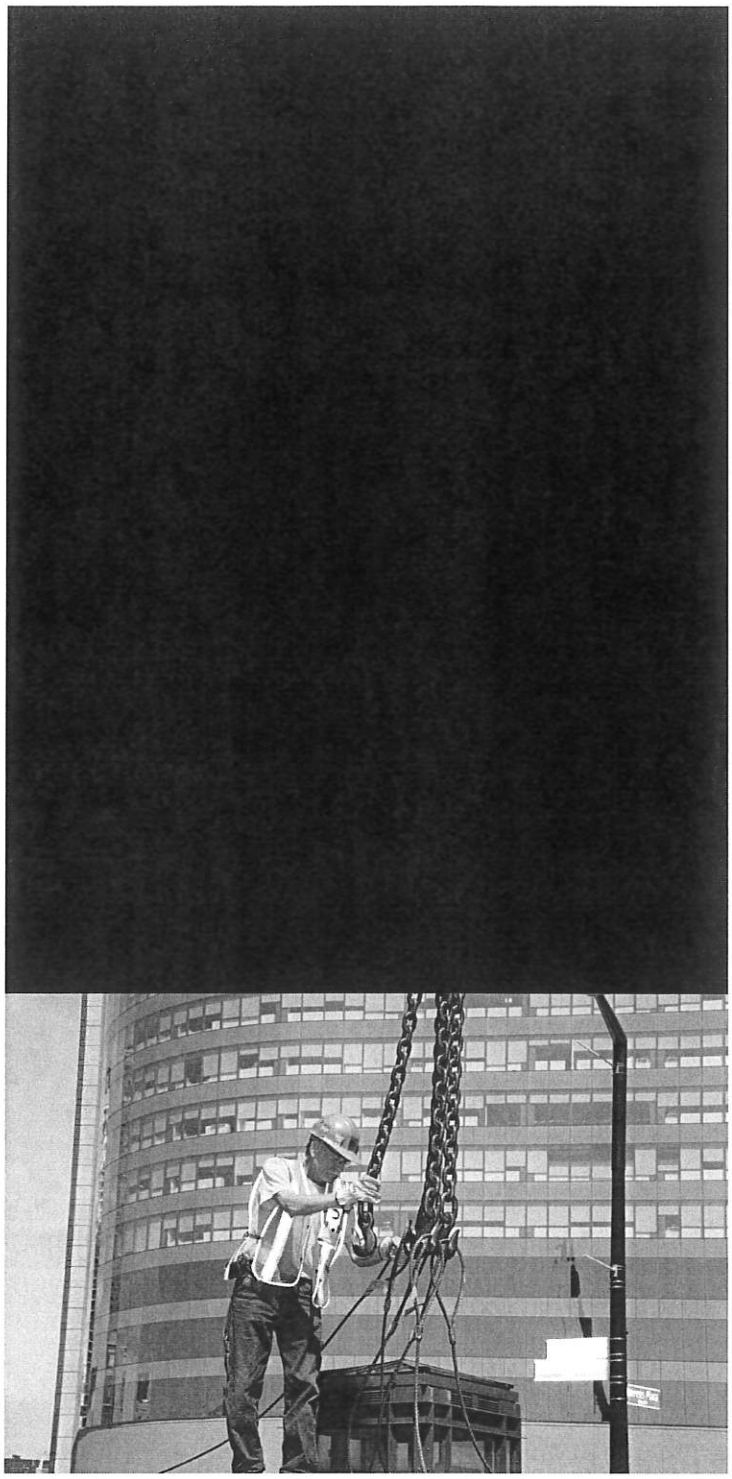
Environments Proposed to Santa Paula - Sandbox, Production - 2 in total.

Santa Paula, CA - Project Implementation Preliminary Estimate			
Phase	Phase Duration (days)	Week from Start	Estimate Month Complete
Project Planning	5 days	1 week	Mid-March 2021
Planning Deliverables	5 days	2 weeks	End-March 2021
Data Input and Validate	20 days + 10 Days Validate	6 weeks	April 2021
Configuration and Validate	45 days (screens, flows, forms, reporting)	10 weeks	End-May 2021
Integration and Validate	30 days (overlap)	12 weeks	End-May 2021
End User Training Sessions	10 days	14 weeks	June 2021
Go-Live Planning	5 days	15 weeks	June 2021
Sandbox Valid Push to Prod.	5 days	16 weeks	June 2021
Post Go-Live Support Validate	10 days post cutover	16 weeks	July 2021

GANTT Legend

Planning | Data Conversion | Deployment | Integration | Training | Go Live

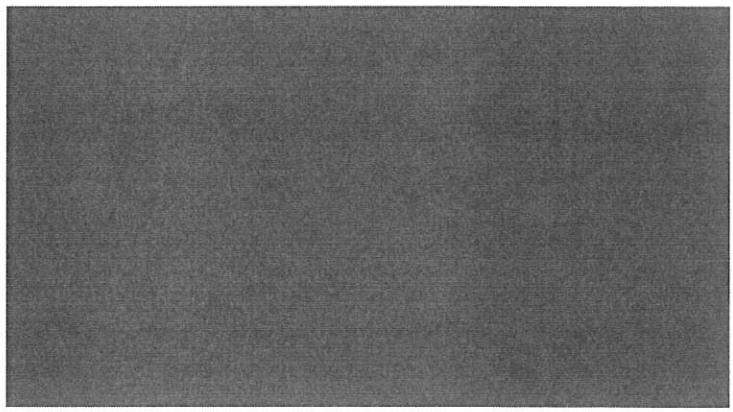




▶ MaintStar References

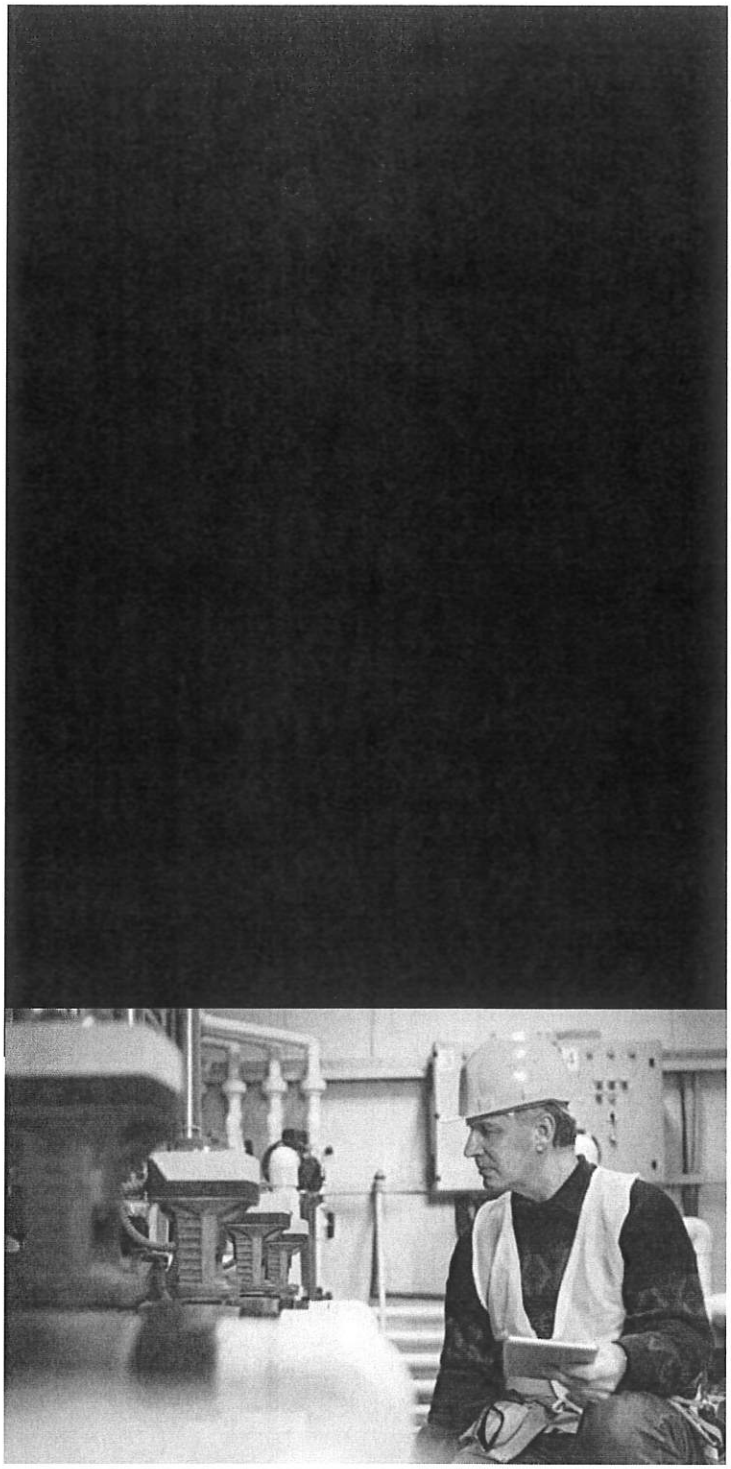
City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System



MaintStar EAMS References		
Reference (1)	**City Winter Garden (population 44,000)**	
Contact	Mark Hutchinson - Senior Business Analyst	
Address	300 W Plant Street Winter Garden • FL • 34787	
Phone/Fax	407 • 656 • 4111 ex. 2306 office	407 • 509 • 3459 mobile
Email	mhutchinson@cwgdn.com	
System Scope/Services	Work Orders Work Requests Asset Infrastructure Management	GIS/ESRI Integration Citizen - Mobile Citizen Applications Premise Solution + Five years support
Customer Retention	Customer for > 10 years	
Reference (2)	**Ventura County - CA (population 855,000)**	
Contact	Rob Harris	
Address	800 South Victoria Avenue Ventura • CA • 93009	
Phone/Fax	805 • 645 • 3883 phone	
Email	rob.harris@ventura.org	
System Scope/Services	Work Orders Work Requests Asset Infrastructure Management	GIS/ESRI Integration Citizen - Mobile Citizen Applications Premise Solution + Five years support
Customer Retention	Customer for > 10 years	
Reference (3)	**City of Thousand Oaks - CA (population 129,000)**	
Contact	Brian Hetherington	
Address	2100 Thousand Oaks Blvd. Thousand Oaks • CA • 91632	
Phone/Fax	805 • 449 • 2400	
Email	bhetherington@toaks.org	
System Scope/Services	Work Orders Work Requests Asset Infrastructure Management	GIS/ESRI Integration Citizen - Mobile Citizen Applications Premise Solution + Five years support
Customer Retention	Customer for > 10 years	

MaintStar EAMS References		
Reference (4)	**Hillsborough County - FL (population 1.4 million)**	
Contact	Mark Walkup - Projects Coordinator	
Address	601 E. Kennedy Blvd. Tampa • FL • 33601	
Phone/Fax	813 • 307 • 1912 phone	
Email	walkupm@HCFLGov.net	
System Scope/Services	Work Orders Work Requests Asset Infrastructure Management	GIS/ESRI Integration Citizen - Mobile Citizen Applications MS - CRM Dynamics Integration Premise Solution + Five years support
Customer Retention	Customer for > 10 years	
Reference (5)	**Contra Costa County - CA (population 1.1 million)**	
Contact	Joe Yee - Deputy Director	
Address	255 Glacier Drive Martinez • CA • 94553	
Phone/Fax	925 • 313 • 2000 phone	
Email	joe.yee@pw.ccounty.us	
System Scope/Services	Work Orders Work Requests Asset Infrastructure Management	GIS/ESRI Integration Citizen - Mobile Citizen Applications Premise Solution + Five years support
Customer Retention	Customer for > 10 years	



Compliance with Functional Requirements

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

Exhibit D - Functional Requirements

MaintStar EAMS is fully compliant to all listed functional requirements in Exhibit D.

In this table, we have provide brief response to detail how the system meets this function. We encourage the evaluation team to visit the MaintStar EAMS Detailed Functional White Paper in the Supplemental Materials section of this response. This section includes examples and screenshots and is the best way to see the full capabilities of our Ultimate Enterprise Asset Management System.

Click here on the electronic copy to shortcut to the MaintStar EAMS White Paper.

Exhibit E - Technical and Hosting Requirements

MaintStar Engineering and Business Analyst Teams believe we offer the finest Hosting Solution.

We have elected to offer Amazon Web Services with a package of security ande reliability features the will offer a solution that is secure/private and designed to be available 99.99% of the time. To present the details of this hosted solution please visit our Cloud Solutions Section (which is bookmarked below). Additionally, we proudly display the topology, storage features and options in this section as well. MaintStar EAMS runs on the most current OS and DBS systems and supports ease in version updating and scalability as customer demand grows.

All MaintStar Systems are hosting on CUSTOMER DEDICATED SERVERS AND DATABASES. We offer NO TENANT SHARING whatsoever. Finally customers have both Sandbox (training and test environment) and Production environments.

If Microsoft Azure is preferred, we can offer this hosting solution, and we currently have one customer deployed on MS Azure (The State of Kansas Department of Transportation) so we are familiar, contracted and experienced with this option. A candid discussion of the two is welcome during our presentation if selected.

Click here on the electronic copy to shrotcut to the MaintStar Cloud Hosting Solutions and Specfications.

EXHIBIT D
RFQ/P
Computerized Maintenance Management System
Functional Attributes

Number	Functional Attribute	Vendor Response					Comments *If vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
		Y	3P	C	F	N		
General Functionality								
Interface								
1	Map-based/ Geographic user interface.	Y					Standard Integration with any OGC GIS (ESRI, Google, etc.).	All Modules
2	Desktop and mobile (i.e. phone or tablet) access.	Y					Architectural product design standard.	All Modules
3	Mobile access allows for off line mode.	Y					Apple, Win, and Android supported apps.	All Modules
Asset Inventory and Record Tracking								
4	Tracks asset activity and history for unlimited years (For example: repairs, refurbishment, maintenance, inspections, assocaited cost, etc.).	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
5	Tracks asset life-cycle history (For example: replacement, upgrades, retirement, abandon-in-place, associated cost, etc.).	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
6	Captures dimensional attributes of an asset and its features (For example: shape of an underground vault, capacity, material).	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
7	Transfers an asset and all related records and history to another person, location, facility or equipment/asset	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
8	Categorizes assets by type (ex. Pump)	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
9	Sub-categorizes assets (ex. Vertical turbine pump)	Y					System design. See EAMS white paper for details.	Assets DB, Inventory, Record Mangement System (All)
10	Includes customizable fields for specification data [For example: serial number, vendor number, make, model, capacity, etc.)	Y					User designated fields in design function in MaintStar EAMS	Assets DB, Inventory, Record Mangement System (All)
11	Includes attachments such as-built diagram or manual	Y					Any file type can be attached to asset with description field.	Assets DB, Inventory, Record Mangement System (All)
12	Includes photo(s)	Y					Photos and any file type can be attached to asset.	Assets DB, Inventory, Record Mangement System (All)
13	Incorporates hierarchy systems (parent/child relationships)	Y					MaintStar EAMS supports parent and child asset hierarchy.	Assets DB, Inventory, Record Mangement System (All)
14	Maintains expected useful life	Y					Standard data field.	Assets DB, Inventory, Record Mangement System (All)
15	Maintains location (including GPS coordinates)	Y					Standard data field set.	Assets DB, Inventory, Record Mangement System (All)
16	Maintains salvage and book values	Y					Standard data fields.	Assets DB, Inventory, Record Mangement System (All)
17	Attaches service contracts and warranty information (retrievable from any connected work platform), disposition and disposal cost to asset.	Y					Documentation or text warranty and SLA fields are standard.	Assets DB, Inventory, Record Mangement System (All)
18	Tracks asset's assigned criticality rating.	Y					Supported agency can set the criticality rating lists.	Assets DB, Inventory, Record Mangement System (All)
19	Tracks asset's current condition rating.	Y					Supported agency can set the condition rating lists.	Assets DB, Inventory, Record Mangement System (All)
Preventative Maintenance								
20	Prompts maintenance and schedule based on defined parameters, such as warranty expiration, usage hours, flow volumes, asset age, environmental conditions, average expected life, calendar frequency (e.g., every 2 weeks), etc.	Y					System design. See EAMS white paper for details.	All Modules
21	Creates/maintains a calendar and schedule for staff, activities, maintenance.	Y					MaintStar EAMS offers on-board calendar for scheduling and work-load monitoring	All Modules
22	Integrates with staff Outlook calendars.	Y					MaintStar and MS Exchange integration is native (standard).	All Modules
23	Tracks performance-based asset maintenance using results from incident reports and SCADA detail.	Y					System design. See EAMS white paper for details.	All Modules
24	Read scan of barcode on asset to launch asset record.	Y					Supported.	All Modules
25	Generates inspection schedules based on asset types and defined inspection rule.	Y					System design. See EAMS white paper for details.	All Modules
26	Populates inspection checklists.	Y					Supported.	All Modules
27	Generates preventative maintenance work order rounds and captures inspection results performed on assets.	Y					System design. See EAMS white paper for details.	All Modules
28	Documents asset condition assessment results.	Y					System design. See EAMS white paper for details.	All Modules
29	Lists all alarms, equipment set-points, and settings along with a space where staff can change settings.	Y					Supported.	All Modules
30	Document who and when set-points and sesstings have been changed.	Y					Supported.	All Modules
Work Orders								
31	Resets PM-scheduled work based on the Work Order (WO) completion due to Corrective Maintenance.	Y					System design. See EAMS white paper for details.	Work Order Module and Shared Resource/System
32	Generates a single WO outlining a maintenance activity that will occur multiple times in a one-year period (Blanket WO or WO Template).	Y					Blanket WO and Template WO are supported.	Work Order Module and Shared Resource/System
33	Assigns WO priority status (e.g., priority 1 – 3 based on turn-around times) with ability to escalate.	Y					WO Priority List Field is standard and agency can customize list.	Work Order Module and Shared Resource/System
34	References or links multiple CIS Service Orders to a single WO.	Y					Supported.	Work Order Module and Shared Resource/System
35	Has ability to modify WO type and to access Standard Operating Procedure documents, lockout/tag out procedures, and drawings based on proposed work activities.	Y					Supported.	Work Order Module and Shared Resource/System
36	Tracks materials issued to a WO with interface with Inventory module for automated adjustments to Inventory levels.	Y					Materials tracking is supported at asset and global levels.	Work Order Module and Shared Resource/System
37	Generates a WO that includes maintenance on multiple assets and maintenance history of the individual assets.	Y					Multiple assets can be attached to WRs and WOs.	Work Order Module and Shared Resource/System
38	Reserves and assigns equipment to a WO via a drop-down list.	Y					Supported. Droplists or Picklists can be configured, later better for single selects of multiple items.	Work Order Module and Shared Resource/System
39	Has multiple options for creating a WO: 1) by staff in the field with user specific fields that must be populated and routed for supervisor approval and 2) by supervisor based on an internal request. Enabled to trigger an email notification to identified staff and/or supervisor(s) (skills-based routing).	Y					Supported. Also note Work Orders can be intiated from data entry or GIS select from GIS Viewer.	Work Order Module and Shared Resource/System
40	Allows for more than one service request to be linked to a WO.	Y					Supported.	Work Order Module and Shared Resource/System
41	Prevents duplicate WOs by checking the WO type and location and prompts the user if there is already a WO with the same type and location.	Y					Users are warned if a redundant WO is attempted. MaintStar allows for agency customer warning banners into work flow as required.	Work Order Module and Shared Resource/System
42	Allows for an asset to be taken out of service on the WO screen and to log a Failure Code.	Y					Supported.	Work Order Module and Shared Resource/System

43	Supports creating a WO and assigning it to a location or position rather than an asset.	Y	As noted above Work orders can be GIS intiated and referenced.	Work Order Module and Shared Resource/System
44	Allows rental equipment information, including charge out rates, to be captured on a WO.	Y	Rental equipment information and charge outs are supported.	Work Order Module and Shared Resource/System
45	Performs an auto calculation of lapsed time between each interval of WO updates, events, or status changes with email notification to originators or supervisors if a certain amount of lapsed time is reached.	Y	Supported.	Work Order Module and Shared Resource/System
46	Alerts the user to the existence of warranties or service contracts on an asset referenced by a WO.	Y	System design. See EAMS white paper for details.	Work Order Module and Shared Resource/System
47	Associates a WO with an address with the capability of providing routing directions to the address from the current location.	Y	Supported. Point to point directions and print outs supported.	Work Order Module and Shared Resource/System
48	Synchronizes WOs with portable devices such as laptops (export, load, import).	Y	Standard design.	Work Order Module and Shared Resource/System
49	Generates report to identify WOs that have been flagged as billable to a customer number. A copy of these records would then transfer to the electronic document management system.	Y	Supported.	Work Order Module and Shared Resource/System
50	Allocates labor and material costs to separate departments for shared projects and facilities.	Y	System design. See EAMS white paper for details.	Work Order Module and Shared Resource/System
Spare Parts Inventory				
51	Tracks spare part requirements by asset type or by asset.	Y	System design. See EAMS white paper for details.	All Modules
52	Supports multiple locations for inventory warehouses for supplies, parts, and equipment/assets where the same item number may be in inventory in multiple locations.	Y	Multiple inventory locations are supported.	All Modules
53	Transfers supplies, parts, etc. from one warehouse location to another.	Y	Inventory transfer supported.	All Modules
54	Updates records and credit/charge impact for each department involved and sends the updates to each department.	Y	This can be configured via MaintStar notifications engine.	All Modules
Field Ability/Mobility				
55	Has intuitive apps for field work for various devices (Android or Apple based, or Windows platforms, etc.). Specify which platforms in the comments field.	Y	Compatible platforms: MS Windows, iOS Apple, Android	All Modules
56	Allows access to the complete history of an asset from a mobile device (i.e., during field work).	Y	Mobile apps are designed to give field staff acces to all data in field.	All Modules
57	Field ability to pull up as-built diagrams, image files, Original Equipment Manufacturer (OEM) manuals and work safety requirements associated with an asset.	Y	System design. See EAMS white paper for details.	All Modules
Ease-of-Use				
Reporting and Dashboards				
58	Allows intuitive ad hoc queries with wild card search and drop-down lists.	Y	MaintStar has a comprehensive reporting - standard, custom and ad hoc.	System Wide Resource
59	Sets date range and combination of other parameters when searching, sorting, and creating a report (For example: list all pumps purchased by the City between November 2019 and May 2020).	Y	Supported. Date Range and Chart Type are standard report selects.	System Wide Resource
60	Generates reports that support asset planning and the budgeting process.	Y	Supported. Please see MaintStar EAMS White Paper for details.	System Wide Resource
61	Allows user-defined exception reporting. (For example: report on all emergency inventory items that are out of stock.)	Y	Exceptions reportings is supported.	System Wide Resource
62	Allows user to access reports through graphical dashboard display.	Y	MaintStar has a premier KPI Dashboard and is connected to reports.	System Wide Resource
63	Provides a dashboard that can be readily configured to show information pertinent to the user-specific role (i.e. supervisor vs. field crew member) and incorporate information from other database systems.	Y	Dashboards have user based configurations. Dashboards can be configured for "user group", and users can make modifications for themselves.	System Wide Resource
64	Allows user to create or customize existing reports.	Y	Standard reports may be edited and saved as custom report.	System Wide Resource
65	Allows export of query results to MS Excel.	Y	Export to XLS, CSV, DOC and PDF are supported in reports.	System Wide Resource
66	Allows built-in graph and charting capabilities.	Y	Supported. Date Range and Chart Type are standard report selects.	System Wide Resource
67	Includes comments fields for searching.	Y	Supported. Note: MaintStar offers comments and "standard comments".	System Wide Resource
Data Integration				
68	Customer Information Systems (CIS)	Y	CIS Integration would normally be via WebServices proposed as an option	API/WebServices Interface
69	Financial Information Systems (specifically integration w/ Tyler incode)	Y	MaintStar has previous experience with Tyler and proposed herein.	API/WebServices Interface
70	SCADA	Y	MaintStar has previous experience with SCADA and proposed option	API/WebServices Interface

EXHIBIT E

RFQ/P
Computerized Maintenance Management System
Technical Requirements
GENERAL TECHNICAL REQUIREMENTS

Respondents should respond to the General Technical Requirements Tab, and then the Hosted Solution tab

No.	Technical Requirements	Vendor Response
Preferred Technology Statement		
The City of Santa Paula is adopting a "cloud first" strategy and encourages vendors to submit proposals based on hosted platforms.		
General Technical Requirements		
When required, the City of Santa Paula intends to use server and client software from Microsoft and has identified the following list of preferred technologies.		
1	Microsoft Windows Server 19 or newer *(Note: Intent is to deploy virtual servers using Microsoft Hyper-V, Citrix, or VMWare).*	Supported.
2	Microsoft SQL Server 19 or newer.	Supported.
3	Microsoft Active Directory Domain Services for Windows Server 19 or newer.	Supported.
4	Microsoft Windows 10 or newer for desktops, laptops and tablets.	Supported.
5	Google Chrome Browser (current version).	Supported.
6	iOS on iPads and iPhones (current version).	Supported.

EXHIBIT E

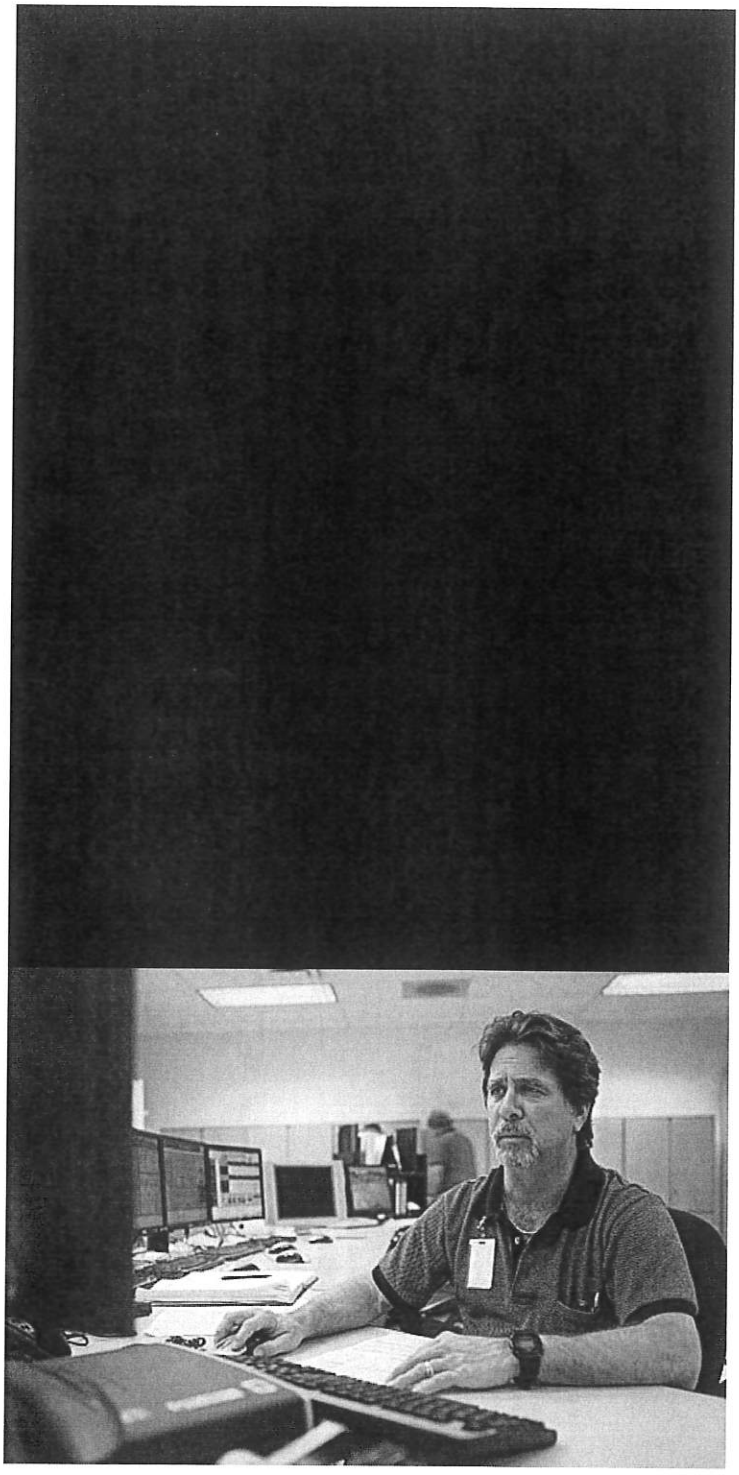
RFQ/P
Computerized Maintenance Management System
Technical Requirements
HOSTED PLATFORM TECHNICAL REQUIREMENTS

The City of Santa Paula will consider Cloud solutions for its CMMS implementation. The following questions will help the evaluation team understand your Organization's proposal and characteristics of the Cloud solution. Please indicate which solutions you are proposing are a Platform as a service (PaaS), Software as a service (SaaS) or other hybrid solution.

No.	Hosted Platform Technical Requirements	Vendor Response
General		
1	Can your hosted application integrate with Azure Services?	Yes. MaintStar generally promotes Amazon Web Services, however we have customers on MS Azure.
2	Describe the architecture of your Cloud offering, including any elements that are managed by third parties.	A complete MaintStar Cloud Services specifications in this response.
3	Describe the scope of implementation, operation, and support services that are included with your Cloud offering.	See the MaintStar Cloud Services document. Note: Sandbox and Production environments are provided.
4	Describe the instances and environments (i.e., Production, Development, Testing, and Training) included as part of the Cloud solution. How frequent can the Development, Testing, and Training environments be refreshed from production data?	Sandbox and Production environments are provided.
5	Do you offer the ability to transition away from a Cloud-based model into an on-premise or hosted model? If so, discuss the process to execute such as transition. Describe any one time or recurring license or support fees.	Transition to or from Cloud-based models are supported and hourly of flat service rates may apply.
6	Describe the process for the return and destruction of the City's data at the City's request before and/or after contract termination.	MaintStar Hosting and Maintenance Agreements provide for routine and regular database reports and copies sent to customer for redundancy. Upon Termination the database dump is available to the customer on request. The data is the customer's property and MaintStar makes all efforts to honor that.
7	Has your Cloud offering experienced any publicly known data security breaches, complaints, investigations, or lawsuits?	None.
8	Has your organization been engaged in litigation with customers over data practice (i.e., how data is collected, created, stored, maintained, used, released and disseminated) issues?	None.
Service Level Agreements (SLAs)		
1	Please provide your proposed service level agreements and include the following items:	Sample Agreements are attached in the response attachments.
	Description	**Proposed Service Level**
1a	Production environment – Availability, and calculation	See sample agreements for details. MaintStar is open to contract negotiations.
1b	Non-Production environments – Availability, and calculation	See sample agreements for details. MaintStar is open to contract negotiations.
1c	Production measured response time – Describe scope included in measurement and provide process used to calculate.	See sample agreements for details. MaintStar is open to contract negotiations.
1d	Data individual file recovery	See sample agreements for details. MaintStar is open to contract negotiations.
1e	Data backup, retention, and individual file recovery (if required and/or available)	See sample agreements for details. MaintStar is open to contract negotiations.
1f	Data center network performance	See sample agreements for details. MaintStar is open to contract negotiations.
1g	Internet availability and performance	See sample agreements for details. MaintStar is open to contract negotiations.
1h	Severity Level 1 Response (Entire Solution not accessible)	See the Support Services Section.
1i	Severity Level 2 Response (Primary Function not accessible)	See the Support Services Section.
1j	Severity Level 3 Response (general support requests)	See the Support Services Section.
2	How do you measure customer satisfaction?	Quarterly Performance Survey, along automated Redmine ticket alerting.
3	Describe reporting provided as part of this proposal as it relates to system performance.	Automated Redmine (Service application reporting and alerting to Support Team).
4	Describe your incident management process, including customer notification, status updates, and ticket closure.	Redmine web based service ticketing.
Infrastructure for Providing Cloud Services		
1	Please describe the types of data center facilities in which your solution is located. Are your data center facilities rated using Uptime Institute tier ratings? If so:	Two data centers that are geo-diverse. Hayward, CA and Arlington, VA. Complete AWS data performance are available.
1a	Describe the ratings they have achieved.	Actual historical downtime is less than 2.5 minutes. Yeild is .99999% Uptime. RPOs and RTOs listed in the Cloud Services document.
1b	Identify the party who conducted the rating and provide a website or other contact information for that party in your response.	AWS - Smazon Web Services.
2	Are third parties involved in your provisioning of data center services? If yes, please identify those third parties and provide websites and/or other contact information.	No third parties.
3	Please indicate if data in your solution is ever stored or moved outside the US, and if so, what type of data is stored outside the US (e.g. images, cached data, data in transit).	All data remains domestically in the Contiguous United States.
4	What is your policy for maintaining support on current server platforms?	MaintStar strictly adheres to a "as current" as possible support for OS and HW.
Security and Compliance		
1	Have you been audited against any of the following standards / guidelines or are you currently certified against any of the following: NIST, HIPAA, Gamm-Leach-Bliley (GLB), E.U. Safe Harbor, PCI DSS, ISO 27001, ISO 27002, ISAE3402, CSA Cloud Controls Matrix, or other equivalent standard or certifications? If so, please provide the most recent copy of the certification. Do you have third-party attestations performed such as SSAE 16 SOC 1 or SOC2? If so, please provide the most recent copy of the audit report.	Amazon current SOC v3 available on request.

2	How will the City's data be segregated from other cloud users' data?	Every client is on a unique server and database. NO MULTI-TENANT.
3	Please describe your privacy & security standards.	See Cloud Services Security standards.
4	Does your solution support one or more secure varieties of File Transfer Protocol (FTP)?	Yes.
5	Can you restrict access to the application by the origin of the request (IP Address)?	Yes.
6	What mechanisms, policies and procedures are used to safeguard stored data? Be sure to cite your use or non-use of intrusion detection, anti-virus, firewalls, vulnerability scanning, penetration testing, encryption, authentication and authorization protections and policies, including those involving passwords, removal of unnecessary network services, limiting of administrative access, code review, logging, employee training and other relevant safeguards.	Data replication, geo-diverse storage and distributed.
7	What mechanisms are used to transport data? What methods are used to safeguard data during transport? Be sure to cite your use or non-use of encryption during transmission, encrypting wireless traffic, physically securing devices in transit, network traffic segregation, and other relevant safeguards. Where relevant, include descriptions of the encryption protocols and algorithms used.	
8	Does your company use intrusion prevention/detection systems (IPS/IDS)?	See Cloud Services Security standards for details.
9	Are audit logs implemented on all systems that store or process critical information? How often are these logs reviewed?	See Cloud Services Security standards for details.
10	Please describe controls in place to:	See Cloud Services Security standards for details.
10a	Address the threat of information being mistakenly disclosed to unauthorized persons.	See Cloud Services Security standards for details.
10b	Address the threat of information knowingly being misused by your workforce and contractors.	See Cloud Services Security standards for details.
10c	Address the threat of physical theft or loss of data.	See Cloud Services Security standards for details.
10d	Address community concerns regarding privacy practices.	See Cloud Services Security standards for details.
10e	Address the use, handling, protection and sharing of confidential data shared with subcontractors.	No sub-contractos are used by MaintStar for any customer.
10f	Ensure the separation of data and the security of information between different customers' Cloud Service instances in a multi-tenant architecture.	
11	Do you require the use of two-factor authentication for the administrative control of servers, routers, switches and firewalls?	2FA is supported throughout MaintStar EAMS and LMS.
12	Describe the encryption controls your Cloud Service solution supports such as Secure Sockets Layer (or other industry-standard transport security).	See Cloud Services Security standards for details.
13	Do your hosting environments provide redundancy and load balancing for firewalls, web application firewalls, intrusion prevention and other critical security elements?	See Cloud Services Security standards for details.
14	Do you (or an experienced third-party) perform external penetration tests at least quarterly, and internal network security audits at least annually? Are these audits structured per the International Organization for Standardization (ISO) 17799 (transitioning to ISO 27001) standard, and are audit procedures in compliance with Statement on Auditing Standards (SSAE 16)?	See Cloud Services Security standards for details.
15	Do you provide protection (or receive protection from a third party) for denial-of-service attacks against your Cloud solutions?	See Cloud Services Security standards for details.
16	Do you perform background checks on personnel with administrative access to servers, applications and customer data? How often are the , background checks performed?	See Cloud Services Security standards for details.
17	Is your organization authorized with the Federal Risk Authorization Management Program (FedRAMP)? Does your organization go by National Institute of Standards and Technology (NIST) standards?	See Cloud Services Security standards for details.
18	Can you provide documented identity management and help-desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts when help-desk service is provided?	See Cloud Services Security standards for details.
19	How long are the access logs retained? Who reviews the logs?	See Cloud Services Security standards for details.
20	Are all employees and subcontractors required to sign a confidentiality and/or non-disclosure agreement?	See Cloud Services Security standards for details.
21	Are all employees and subcontractors required to participate in confidentiality and security training?	See Cloud Services Security standards for details.
22	Are screen-blanking mechanisms deployed on all employee workstations? Do sessions automatically time-out after an idle period?	See Cloud Services Security standards for details.
23	Describe your security breach response policies.	See Cloud Services Security standards for details.
24	Describe your anti-virus strategy including the products you use.	See Cloud Services Security standards for details.
25	How does your company protect the privacy of any information that may be collected and maintained through electronic tools or software?	See Cloud Services Security standards for details.
26	What checks are carried out on people who might have access to the data?	See Cloud Services Security standards for details.
27	Is our data encrypted when in your possession or control, at rest, or in transit?	See Cloud Services Security standards for details.
Cloud Business Continuity and Disaster Recovery		
1	Describe your Business Continuity and Disaster Recovery architecture and philosophy, including:	
1a	Recovery Time Objective (RTO)/Recovery Point Objective (RPO) targets.	See Cloud Services Security standards for details.
1b	How is data backed up and/or replicated in support of disaster recovery?	Data replication, geo-diverse storage and distributed.
1c	Processes for the restoration of applications and data during a disaster recovery event?	Creation of new environment from the most recent available database.
2	Describe any capacity and/or performance limitations or reduced SLAs when operating in the disaster recovery environment.	See data replication, in Cloud Services for details.
3	Describe your approach for restoration of full capacity and services in the disaster recovery environment if the primary location cannot be restored.	Creation of new environment from the most recent available database.
4	Describe the process of restoration when/if the primary location is restored.	Creation of new environment from the most recent available database.
5	Describe redundancies in place for key environment elements including, but not limited to:	
5a	Internet and data center networks	Redundant.
5b	Electricity	Load Sharing replication
5c	Emergency Power Generation	Yes.
5d	Environmental	Geo-Diverse replication.
5e	Battery Backups	Geo-Diverse locations and each is seperately powered and power backup.
6	Explain your data and server backup process including the tools utilized, including:	
6a	Are backups encrypted?	Yes.

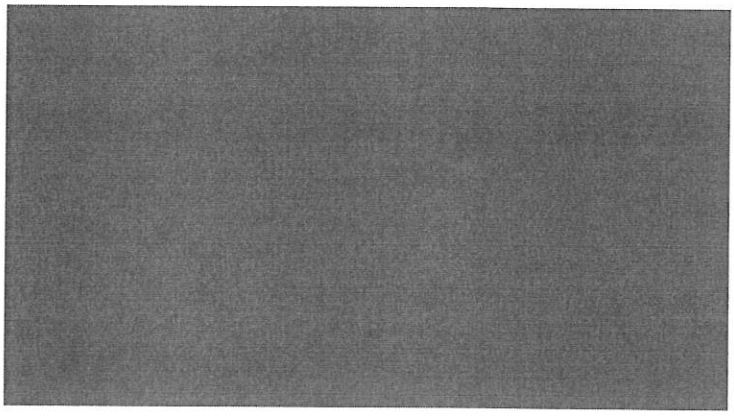
6b	Are they stored off-site?	Yes.
6c	Describe the data purging process.	Yes.
6d	Does it comply with NIST standards? (NIST SP 800-88 Rev. 1)	When a storage device has reached the end of its useful life, AWS decommissions media using techniques detailed in NIST 800-88
7	Describe the process for the declaration of a disaster event. How will the City be engaged in this process?	See Support Services document.
8	Describe the process for notifying the City of a service interruption and the on-going communications during recovery and restoration	MaintStar/Santa Pau;a dedicated service tech will notify along the automatic notifications system.
9	How do you keep the Primary Data Center and Secondary Data Center environments in sync with managed services/systems?	Amazon S3 now supports cross-region replication, a new feature that automatically replicates data across AWS regions. With cross-region replication, every object uploaded to an S3 bucket is automatically replicated to a destination bucket in a different AWS region that you choose.
10	Is the disaster recovery site geographically disparate from the production site?	Yes.
Service Delivery and Management		
1	Describe the classification process for defects and how you prioritize these corrections. Provide typical timeframes to correct defects and deliver back to the customer. Describe any contractual commitments you are willing to provide related to software corrections.	See Support Services for time to correct, based on severity. Redmine service support sytstem that escalates automatically when response burden is exceeded.
2	How are requests for configuration changes submitted and managed?	Redmine service support system. Tickets are closed opnly after agency sign-off.
3	Describe the process to request enhancements.	Redmine submission and enhancement - directs to the Produt Architect for approval and road mapping.
4	Describe the Quality Assurance (QA) process for system fixes and enhancements.	Redmine service support system. Tickets are closed opnly after agency sign-off.
5	Describe the change control process.	PCM is managed in Redmine and features three tier sign-off.
6	What is the typical time between version and feature inclusion on the primary development platform and release to the various deployment platforms?	Typical is 3 months for iterative development-> testing -> approval.
7	How long are major versions supported and how often are new versions typically released? How many versions are supported?	Major version annually, minor version bi-annual. Published to agency MaintStar "What's New" document. Since each customer is hosted uniquely, opt-out is an available option to every customer.
8	Does your service have regular maintenance windows, and if so, what are they? What services are impacted or unavailable during these times?	Services are coorindated with agency. Generally these are coordinated on weekends, with fall back decision on Sunday PMs
9	Do you have a regular update and patching cycle? If so, please outline the general cycle and schedule and describe the types of changes typically released in major and minor revisions.	Emergency patching is coordinated for deployment with customer and managed and sign-off via Redmine ticketing system.
10	Can clients opt-in or opt-out of service pack upgrades? Are some upgrades mandatory and others optional?	Yes. See 7 above.
11	What measures are in place to prevent upgrades from breaking client integrations? Do you issue release notes and recommendations in advance of each upgrade and how far in advance does the notice come out (for example: guidelines on where, when, and how to perform regression testing)?	All integrations are priced as a on-going support item. Integration is treated as a MaintStar function, and fallbacks are provided as a contigency.
12	Please describe documentation that will be provided (User Guides/Quick Start Guides, etc.)	User guide for CMMS and User guide dedicated to Reporting is provided. System contains on-board robo help that is configured at deployment.
13	Please describe any documentation that is provided to the administration team that would support troubleshooting of the day-to-day problems. Is a knowledge base (both internal and user community) accessible and kept updated?	Dedicated administrative support and training is proivded. Documentation includes a dedicated Administrative user section for support. All Trainined users are registered for documentation updates and those are sent automatically as released.



▶ MaintStar - Required Statements

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System



Statement on No Litigation or Arbitration Currently or Within the Last Five Years

I attest that by submission of this proposal and by signature below, that MaintStar is no lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. In addition, MaintStar has not defaulted on a contract or award in the past five years.

Signature - Authorized Corporate Officer

Eric Sabato - MaintStar, Inc.
Typed Name and Company Name

March 23, 2021
Date Signed

Statement of No Financial Relationships

I attest that by submission of this proposal and by signature below, there have been no or current financial relationships or agreements between an employee or contractor of MaintStar Inc. and current members of the Santa Paula City Council and City staff, and entities for which said members are employed, or have an interest. both past, and present.

Signature - Authorized Corporate Officer

Eric Sabato - MaintStar, Inc.
Typed Name and Company Name

March 23, 2021
Date Signed

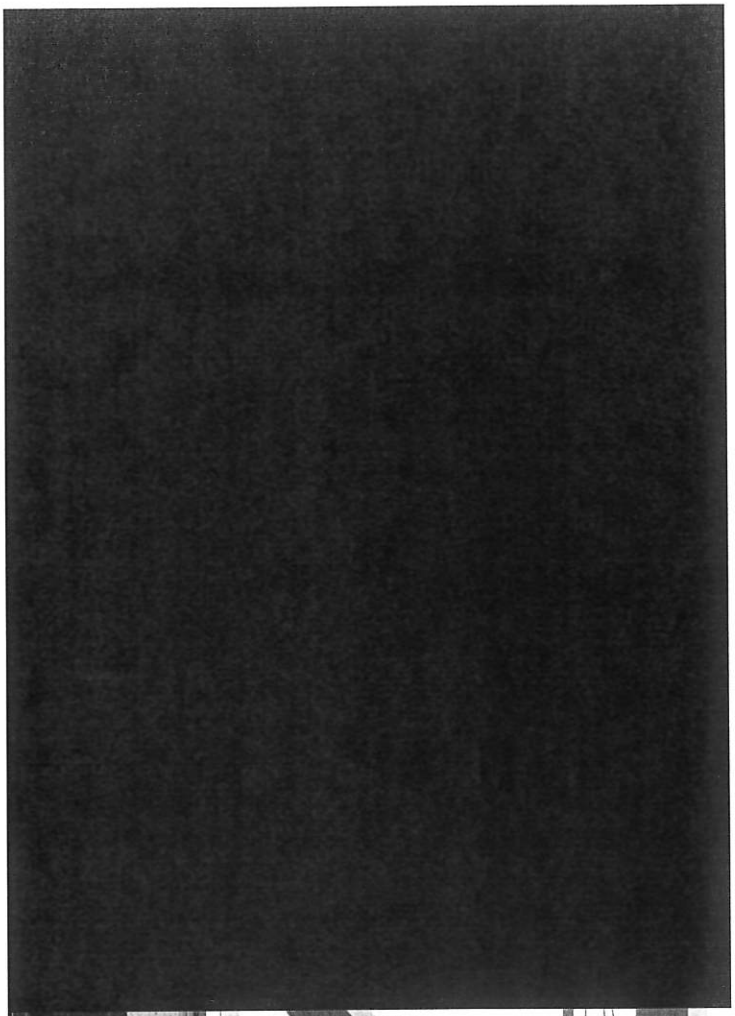
Statement of Information Submitted

I attest that the information submitted in this proposal response to be true and correct as of the date of submission.

Signature - Authorized Corporate Officer

Eric Sabato - MaintStar, Inc.
Typed Name and Company Name

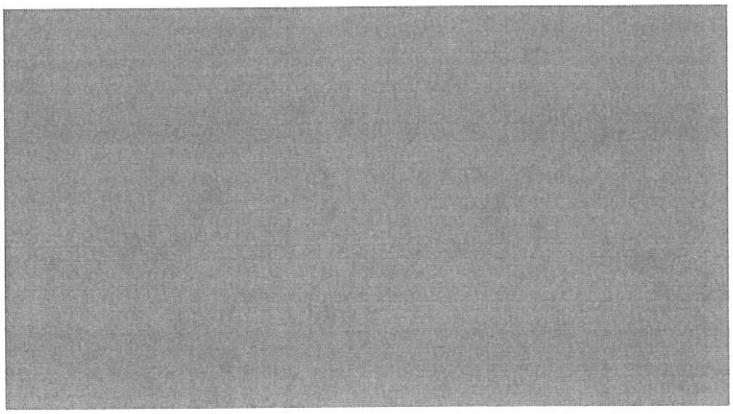
March 23, 2021
Date Signed

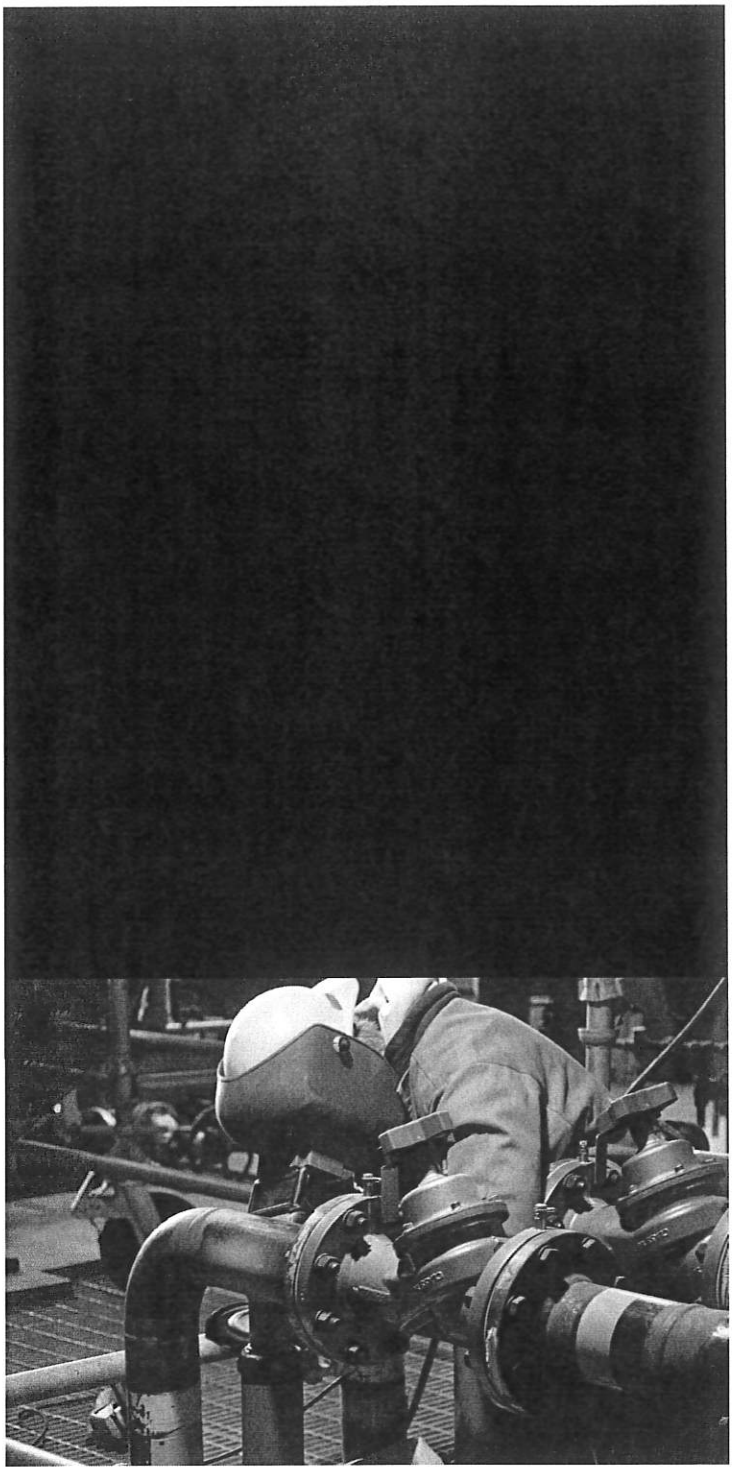


Supplemental Materials

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System





System Training and Documentation

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

Santa Paula Training Table

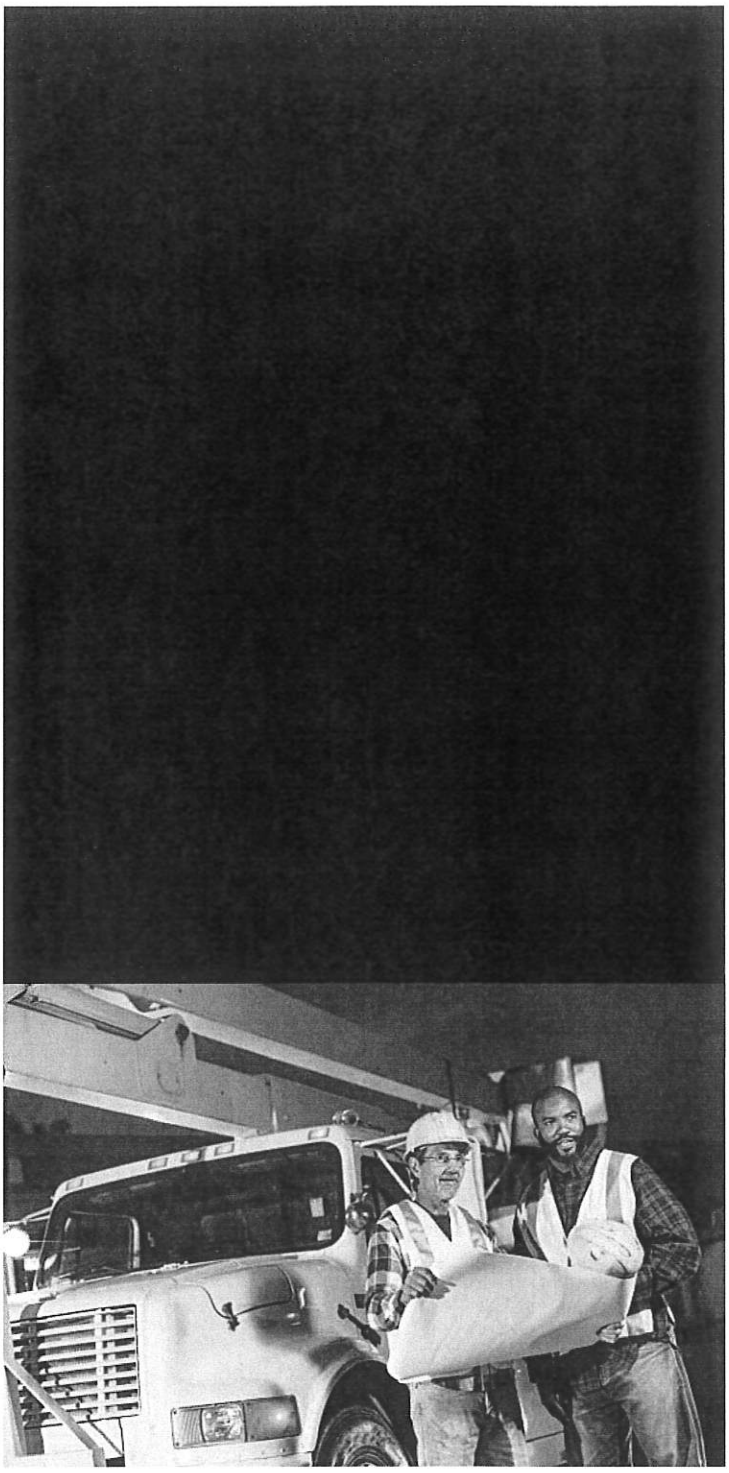
Training Services	Hours Provided	Allowed # of Attendees	Delivery Method/Media
System Software/Utilities	On Line Unlimited	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site and On Line Note: *On going on line training is provided as part of the annual recurring fees*
System Administrator	On Line Unlimited 8 Hours On Site in total.[1]	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site and On Line Note: *On going on line training is provided as part of the annual recurring fees*
DBMS Administrator	On Line Unlimited 8 Hours On Site in total.[1]	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site and On Line Note: *On going on line training is provided as part of the annual recurring fees*
System Supervisor	On Line Unlimited 8 Hours On Site in total.[1]	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site and On Line Note: *On going on line training is provided as part of the annual recurring fees*
Basic End-User	On Line Unlimited 8 Hours On Site in total.[1]	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site
Power End-User	On Line Unlimited 8 Hours On Site added to the Basic End-User Training. [1]	Essentially unlimited, on site facilities need to be provided for Trainees.	On Site
Documentation	N.A.		Documentation is provided as PDF and the agency is allowed to distribute internally or post on agency intranet.

[1] These On Site 40 hours are provided for pricing purposes, these can be increased as required by the agency for additional costs or supplemented with no cost on line training. These hours can be distributed to user types as best dictated by agency. Option training is priced at a low fixed cost.

Internal User Training	
Summary	Training for designated staff that use the system day to day.
Function Overview	Concept of Asset Based Work Order System Processing of Citizen Requests Work Orders Preventative Maintenance Templates Workflows Approval Process Labor, Equipment, Contractor Costs Parts & Material Costs Budgeting Module PM Scheduling Asset Inspections Asset Ratings Attachment Repository Library Reports Dashboards Integration with GIS (Mapping)
Topics Covered	Concept of Unique IDs Processing of Citizen Requests Work Order Creation PM Creation & Scheduling New Asset Creation Scheduling Inspections Work Order Completion & Closing Work Order Calendar Work Planning Module Inventory Control Receiving & Issuing Transactions Using GIS Maps Bar Codes Reports - Standard & Custom Ad hoc Dashboards Menu & Icon Ribbon Understanding
Course Duration	2 Day – 16 Hours
Course Materials	MaintStar Help Guide (Online)
Prerequisites	Familiarity with Windows Workstation and Designated Browser.

Enterprise Asset Management - Administration Training

Administrative Training Class	
Summary	Training for designated staff that will administration the system.
Function Overview	Creation of Administration, Internal and External users. Management of User Groups Creation and Management of User Roles and Privileges Customization and Setup of Windows and Screens Setup Table System and GIS Settings & Triggers Dashboards Email integration Logging (if applicable)
Topics Covered	Creation of Administration, Internal and External users. Management of User Groups Creation and Management of User Roles and Privileges Customization and Setup of Windows and Screens System and GIS Settings & Trigger Porcess Dashboards Email Capabiities Custom Query
Course Duration	1 Day – 8 Hours
Course Materials	MaintStar Help Guide (Online)
Prerequisites	Familiarity with Windows Workstation and Designated Browser.
Notes	Students complete the internal user training prior to this course, to be familiar with the feature set of the MaintStar Enterprise Asset Management system.



MaintStar Support Services

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

An Exceptional Team

Our support staff is an exceptional team. Many of our competitors have you deal with junior support staff, recent graduates that have few implementations and little experience to draw from. They rarely have final answers to your questions, take longer to be acquainted with your installation than to address your issue and must always escalate your situation to mid-level or senior engineers where you are likely to start all over.

The MaintStar support team is available by phone and email to assist you with any MaintStar related issue and consists of senior level personnel. Immediate support is available from 6:00am until 3:00pm, PST, Monday through Friday, through a toll-free number. In addition, our East Coast Training Center, located in Ohio, is also available to provide support for Eastern Time Zone clients – 7:00 a.m. – 6:00 p.m. EST.

Over 90% of our support issues are handled on the first phone call. Our client base states this, as a key factor in continued productivity gains with the MaintStar system. The support staff uses remote control web services, to connect to your desktop when necessary. This tool allows us to show you our desktop on your computer to demonstrate a function for you, or reverse the screen for us to see your system, if we need to look at your data to see a problem that you are having as it occurs.

Your MaintStar support engineer is there to guide you through upgrades, server changes and other tasks that will happen in the future. You will find that the support you receive for your investment in the MaintStar System is reliable and readily available to keep your operation running smoothly for many years. This is a strategic MaintStar strength that allows our client base to lower total cost of ownership again and again over time.

City of Santa Paula - Your Specific Support Engineer

We assign a specific support engineer to each client and the MaintStar team member becomes closely involved with your staff from the offset. They'll understand how you work and the issues that are likely to arise. They have extensive experience with the MaintStar System and have been actively involved with our programmers through its entire development.

Support Escalation Chart - Team Cross Training

The team at MaintStar is crossed trained - for example, our Director of Training is excellent at handling implementation matters. With this broad knowledge base, everyone is capable of clearly understanding the issues, and everyone becomes an escalation point. The following chart, provides the most efficient path to resolution.

Support Escalation - City of Santa Paula		
Dedicated Support Engineer Remote & On Site Support	**Long Nguyen,** Applications Engineer 800 • 255 • 5675 x205	
Support Escalation Service Management	**Victor Reinhart,** Deployment, Integration 800 • 255 • 5675 x209	
Software Change Request Direct Advantage Program	**David McElroy,** Director of Product Management and Training 714 • 585 • 0712 c.	
Software Change Escalation Interface or Application Error	**Brett Kolve,** Programming Specialist 800 • 255 • 5675 x203	**Vladimir Buskin,** Software Architect 800 • 255 • 5675 x213
Any Matter of Concern All Matters	**Eric Sabato, National Sales Manager** 800 • 255 • 5675 x202 o., 714 • 883 • 8851 c.	
Unresolved Concerns All Matters	**Dimitry Poretsky,** President 800 • 255 • 5675 x202	

Speedy Problem Resolution

Every client is given a dedicated support engineer. Your assigned support engineer will be familiar with The Agency's team operation and customization. The proper level of MaintStar support staff handle and conduct support requests and event responses. MaintStar does not rely on any partners or vendors for primary support services and The Agency can be assured that they will only contact MaintStar for all support situations.

Support Response	
Support Hours	MaintStar Support Hours 6:00 AM - 5:00 PM PST M-F
Level 1 - Critical Unavailable System	Response < 15 minutes Resolution < 45 minutes
Level 2 - Crucial Function Unavailable	Response < 45 minutes Resolution < 90 minutes
Level 3 - Support Level Routine Support	Response < 120 minutes Resolution < One business day

Software Upgrades

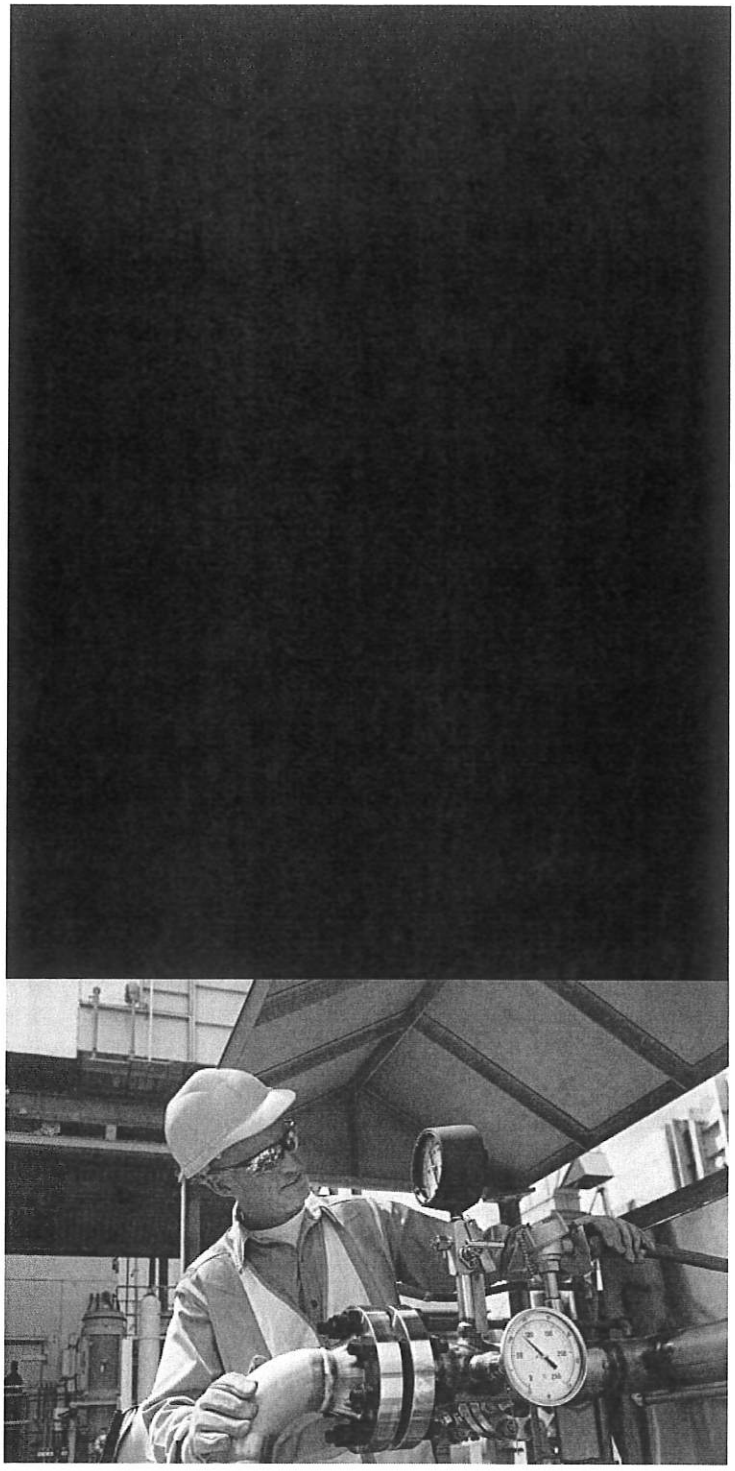
MaintStar's annual support maintenance agreement includes annual updates to the system with further added features, functionality and support for new network, server and operating systems. Although upgrades may be offered more frequently, we annually provide 2 upgrades (on average) via a download link for the latest version of MaintStar. This annual release is not necessarily at a specific calendar point. We provide the necessary documentation and customarily walk our clients through the upgrade process. The upgrade process is at the client's discretion, depending on time and availability. We encourage the upgrade process, so that customers do not fall behind on new

MaintStar features and their ability to increase work productivity and continue to lower the cost of ownership.

MaintStar support personnel are available to assist clients attempting to upgrade their hardware platforms or software O/S or database environments. We cannot support a customer beyond the initial stage unless they have a current Support Maintenance Agreement in effect. If no agreement is in effect, MaintStar version upgrades must be paid for at the current pricing levels.

MaintStar provides all of our own technical support from our offices in Irvine, CA. Our East Coast Training Center, located in Ohio, is also available to provide support for Eastern Time Zone clients.

Any upgrades or updates that are released during the project period are merged seamlessly into the new installed project. The updates are designed to not override any of the user's customizing of the system. Updates and/or upgrades are available at least twice a year; however they are not scheduled at specific times.



MaintStar EAMS - Scope of Services and Foldouts

City of Santa Paula - CA

RFP 2021-0301-Computerized Maintenance Management System

Enterprise Asset Management - Product Summary

Public Works departments demand high performance "off the shelf" applications that support detailed planning, scheduling, implementing, and communications regarding work tasks. Systems with the capability to allow graphical and tabular benchmarking of work activities by activity, asset, location, unit price, scheduled vs. actual time and cost, etc. Systems that offer different levels of supervision and management to have summarized and meaningful data presented in a way that can show the current status of the day and the historical trends of their systems.

MaintStar EAMS is that application - designed to achieve the best in Enterprise Asset Management - designed and developed using the most modern development architecture and design standards.

Asset Inventory and Condition Reporting

The MaintStar EAMS system has an unlimited capacity to store and link the inventory of all Infrastructure, Facilities and Fleet needs. Both Vertical and Horizontal assets including, but not limited to: water lines, hydrants, vehicles, buildings, streets and trees, etc. MaintStar EAMS will help in the reporting of asset information required for conformance with the Governmental Accounting Standards Board Statement 34 (GASB 34) including but not limited to: description, location, condition, construction/installation/maintenance history and value. MaintStar EAMS shall:

- Have User-Defined Fields (UDFs) to record custom asset information such as capacity and size, regulatory mandates, etc.
- Have full asset inventory capabilities and is linked to the Work Order and Work Management functions and GIS.
- Assist in addressing various elements of the Governmental Accounting Standards Board Statement 34, i.e. condition assessments.
- Support the use of assets for CIP budgeting and planning, rehabilitation and replacement and Preventative Maintenance using fields such as condition, acquisition date, initial cost, expected life, residual value, salvage value, depreciation rate, type, amount, etc., to allow for a complete description of the infrastructure asset.
- Support updates of asset inventory condition, installation dates, based on data and ratings from Work Orders and Inspection records.

MaintStar EAMS has extensive **vertical** asset inventory capabilities and will use the agency's collected data, including unique asset IDs, asset name, asset hierarchy, condition, criticality, estimated useful life, among many others. Photos and other file types can be easily attached to each asset record, especially via mobile smart devices. Horizontal asset data will be much easier to collect, including using location process methodology, condition, criticality, and current status.

MaintStar has extensive experience uploading and converting existing client data into the Enterprise Asset Management system. Collaboration between the two parties is essential and expected. Vertical asset data will be converted directly into the MaintStar EAMS, and is usually a vendor/agency teamwork collaborative effort. Regarding the horizontal asset data, MaintStar will fully integrate with the agency's ESRI-based GIS and will use the geodatabase for the master records.

Asset ID numbers need to be unique and are best determined by the agency. The MaintStar EAMS will accommodate any methodology the agency chooses, both for the present and the future. The MaintStar team will make any recommendations it sees as being advantageous to the agency.

Advanced Level of Service through Asset Management

Upon the agency's sharing its pre-determined Levels of Service it intends to provide customers, MaintStar EAMS will help manage the Probabilities of Failure and the subsequent Consequences of Failure of all agency assets. Knowing when to replace an asset and how much it will cost, measured against the possible resulting damage caused by not replacing the asset, is exactly how MaintStar EAMS can benefit the agency. In other words, leveraging the data by utilizing an intelligent asset management plan will be the product of intelligent decision-making by the agency.

Managing Alerts and Notifications:

- Alerts/Notifications: Can be set up in both desktop and mobile applications
- Messaging: Send messages through the desktop or mobile devices via email or text messaging.
- To Do Lists: When work has been assigned to personnel they will find it on their home screen and it cannot be deleted until the work is complete.

Interfacing and Integrating

MaintStar EAMS is built on a microservices architecture, with contemporary RESTful services intferace that is specifically designed interface/integrate with other systems within the agency for a comprehensive enterprise wide solution. Just a few eamples of the interfaces required and fulfilled: financial systems, SCADA, fuel systems, GPS and CCTV.

Maintstar EAMS is designed GIS Centric and integration with ESRI and other GIS map services is standard.

Material and Parts Inventory Control

MaintStar EAMS will track and account for the use of materials and parts in the work effort for both Work Orders and preplanned work. The inventory quantity is reduced as utilized from the current inventory with the capability to establish re-order points as inventory stock on hand is depleted. The System provides a complete methodology for parts and inventory items being transferred in and out of material stock and warehouses through the use of Issuing and Receiving Transactions. This allows for accountability of the use of materials and a more complete costing of work performed. The agency will have the ability not only to track material and parts usage, but also will have a method to reduce or add to the inventory based upon usage reported in the work management portions of the system. This is accomplished via the Economic Order Quantity (EOQ) section of Inventory Management Control.

The MaintStar EAMS Inventory capabilities are extensive; **additionally, for ease with inventory tracking the inventory module system supports bar-code reading as a standard feature**. Receiving and issuing transactions account for parts movement throughout the agency. When parts are ordered and received, they are tracked. When they are issued, they are tracked. Tracking is also important for parts when they are not necessarily used, but simply moved from one warehouse location to another, or to a truck.

Minimum and maximum stocking levels are established with the help of usage reports; plus, MaintStar EAMS's Economic Order Quantity (EOQ) system, will help the agency know when to order and how much to order.

Parts can be located by warehouse and location in the warehouse, down to shelf and bin. Through the use of bar-codes and bar code reading, this process becomes easy. Of course, the numbering system should be logical.

The Work Order enables direct access to the parts Inventory. Parts in inventory can be viewed and selected. Once selected, they are reserved from Inventory. Costs are automatically calculated and allocated to the appropriate cost centers. Various reports can subsequently be run, including detailed parts usage by Work Orders, or other summary methods.
The MaintStar EAMS Parts Inventory capabilities can be as fundamental or as sophisticated as the agency desires.

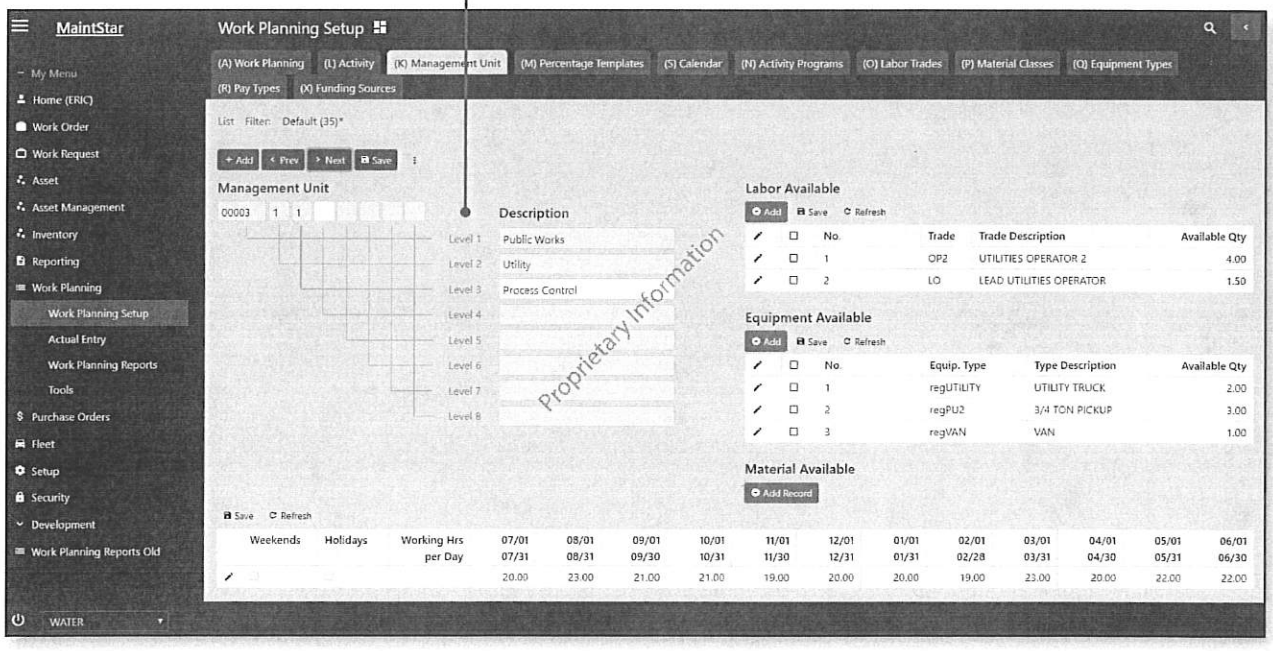
High Performance Work Planning and Budgeting

MaintStar EAMS has the ability to produce annual performance work plans by activity, using person days as the labor unit, that are simple to create and can be developed in monthly time periods. The plan can include all work anticipated for the entire year including preventative, predictable, routine and response efforts. This plan would also include an inventory of infrastructure assets, scope of work for each activity, estimated Level of Service and anticipated workload. Further, crew composition, equipment needed and parts by activity can be included.

MaintStar EAMS Work Planning Module is a "System within a System," provides estimates of resource needs to match desired service levels and allows "what if" analysis to address financial constraints. Once a work plan is finalized, labor, equipment and material requirements are determined for each activity. These requirements are compared against current available resources and any surplus or shortfall in resources are identified. The System allows for an adjustment of the number, cost and productivity of personnel, rented/leased/purchased equipment and/or the use of contracted services to balance current equipment and worker levels with those required for accomplishing the work plan. The System is capable of performing the following functions:

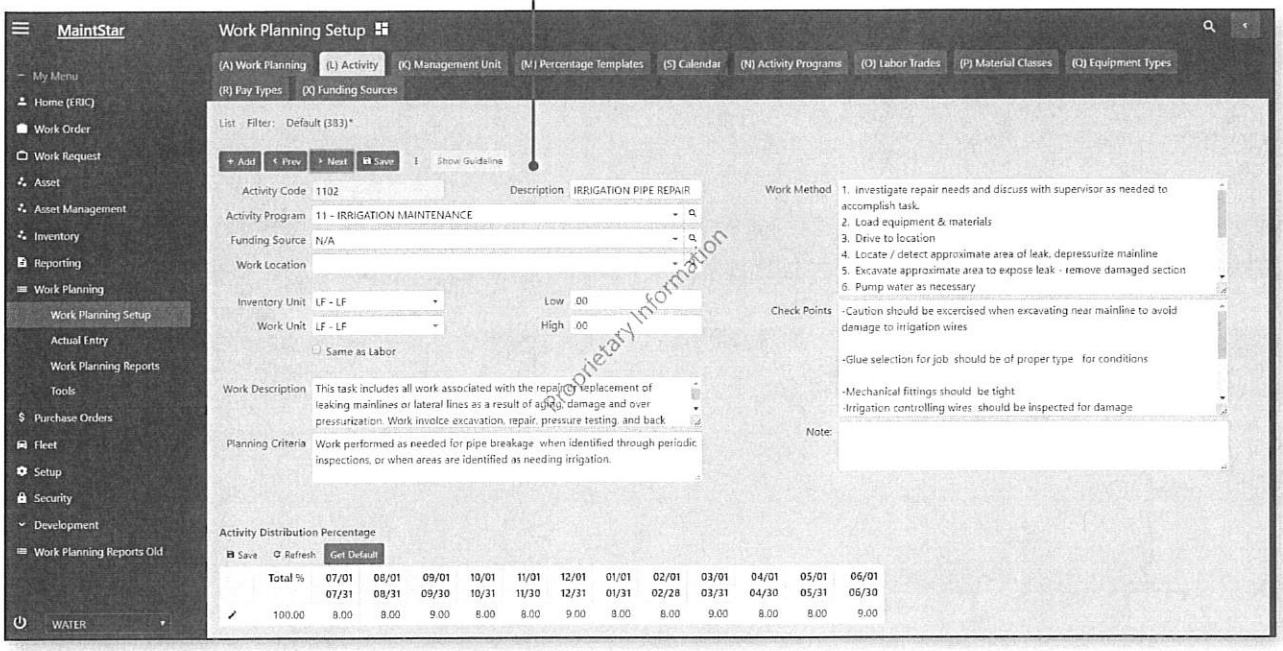
- Estimate future workloads and budgets based on inventories, level of effort and resource costs.
- Organize resources (labor, equipment, material) throughout the year to match the plan.
- Schedule work that is both preventive (pre-planned) and reactive (modifiable), as well as maintaining a work backlog.
- Control work by tracking resources used (cost, hours, units), work accomplished, and location worked.
- Perform planned versus actual comparison of work done including productivity and unit cost.
- Perform cost accounting of maintenance activities.
- Perform monthly workload distribution by balancing work with resources (i.e., labor, equipment) available.
- Produce a work plan performance budget for an entire year for each budget group. Each budget shall be able to be separated from and/or combined "rolled up" with others within Public Works.
- The software shall produce the budget by activity and shall be capable of output via the screen, report or graphics.

Allows for 8 administrative areas to be constructed. This allows for smaller operation work groups to be rolled up to the Sectional and Departmental levels. **The system provides meaningful justification for budget requests.**



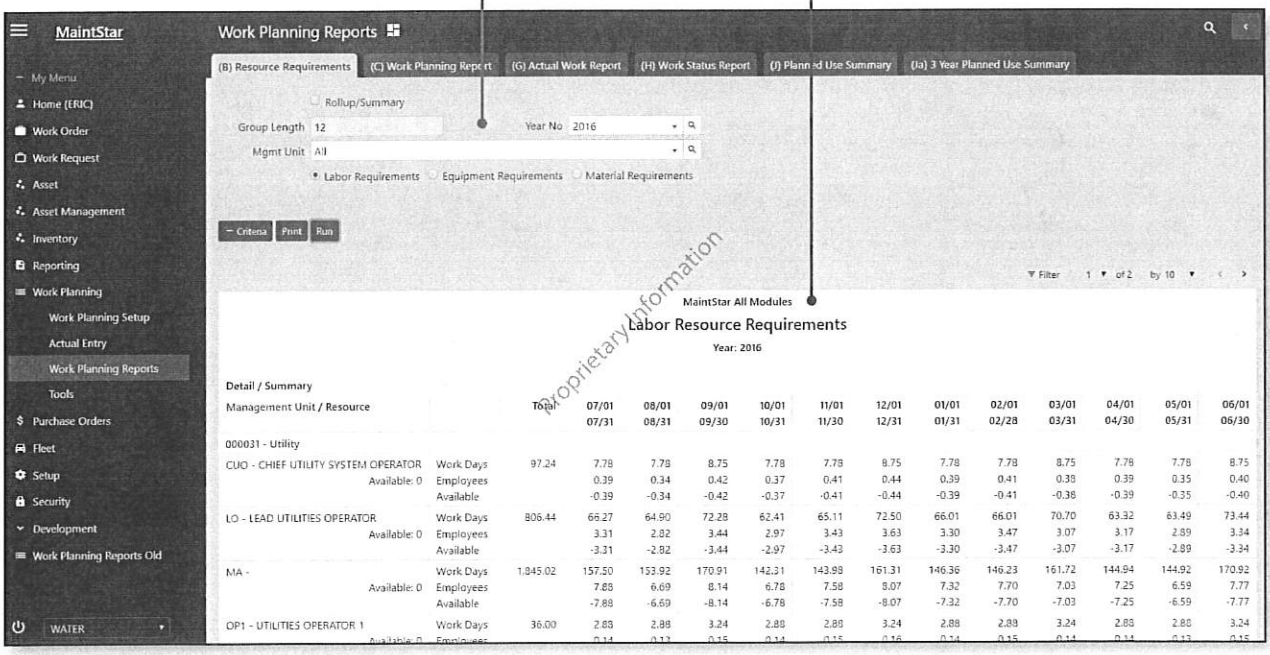
High Performance Work Planning and Budgeting (con't)

All types of independent "Activities" are set up with detailed Tasks List, total workload, expected resource requirements, including parts and materials to be used. Strategies for Time of Year work is to be completed can be determined as well.



Report Control and Filter

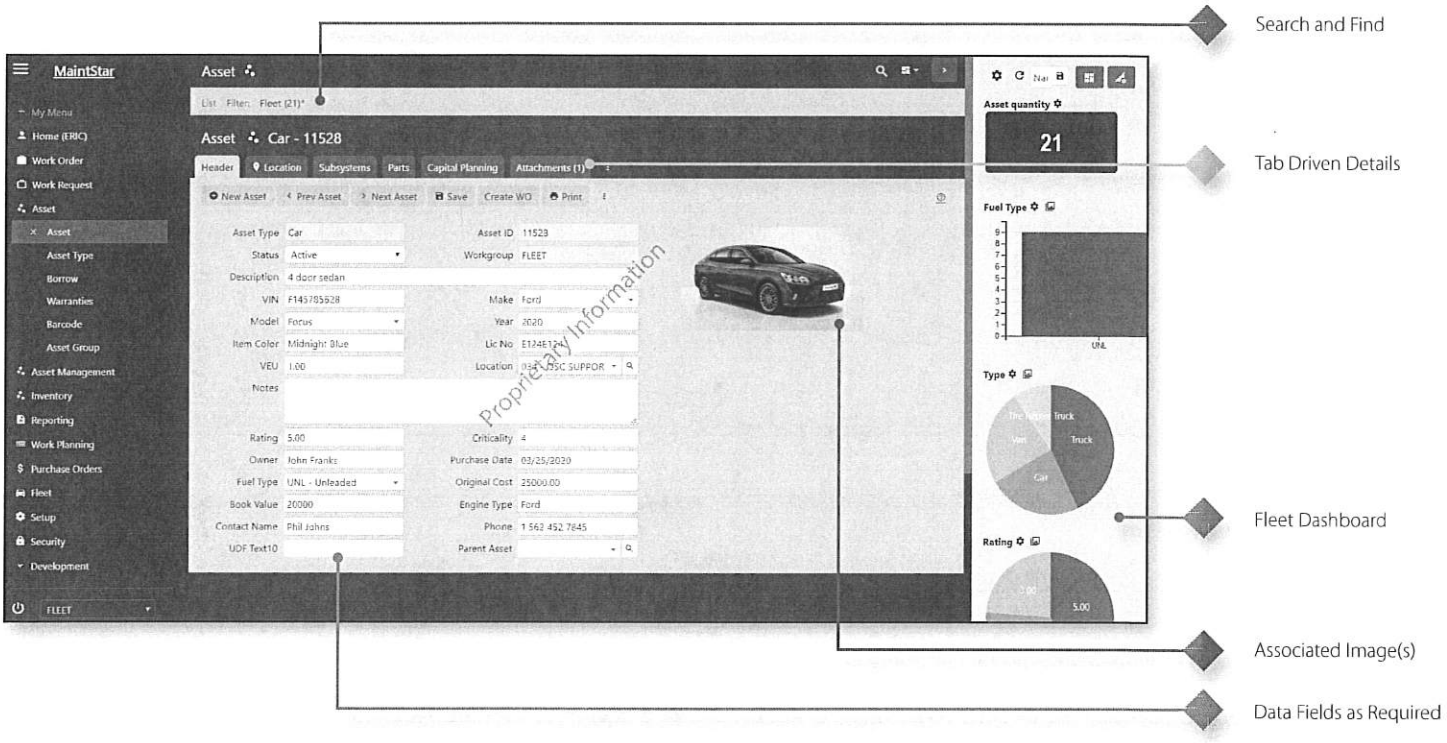
Generating useful reports for totals analysis, costs versus budget, work accomplished to date and overall budget plan review are just a few of many possibilities.



Fleet Management

MaintStar EAMS provides a comprehensive fleet management module; including tracking, for all of your vehicles and related equipment. The Work Order panel allows agencies to document and track all your maintenance activities, costs, along with preventative maintenance and their schedules. In addition, the system offers detailed cataloging for each item. Plant assets, vehicles, equipment, HVAC units, boilers, and buildings activity can be tracked and maintained to agency standards.

MaintStar EAMS interfaces with a variety of commerical available fuel management systems such as Gasboy, Petrovend, and many others. Additionally support for fleet management - interfacing with GPS location, Key Management, and Financial applications as well.



MaintStar EAMS Work Order will track all necessary data including labor, materials and contractor costs. Specific work order history is conveniently at hand, along with WO status and Service Request details.

Fleet maintenance can also track details on fuel/oil transactions and tire wear.

Unique WO flagging features alert users:

1 When the asset or sub-systems are under warranty
2 When a problem is a recurring failure
3 When Preventative Maintenance may soon be due

Preventive Maintenance and Inspections

MaintStar EAMS is capable of defining all features maintained in its asset inventory as collected, inspected or periodically modified including site location, feature description, condition assessment, etc. The System allows for the development of routine cyclical planning of maintenance work and inspections, and gives staff a guide to use in the scheduling and establishment of routine programs to pro-actively perform maintenance.

Preventative Maintenance scheduling is fully integrated with all aspects of the System including, but not limited to, the asset inventory, job costing for budget prediction and is able to pro-actively issue Work Orders based on time or usage (meter). MaintStar EAMS can automate the scheduling process inclusive of all work to be accomplished in each time period and further provides the ability to review the anticipated activities by any time period. Reports and information are easily retrieved and accessible by both administrative and line staff having the appropriate rights and privileges.

Corrective Maintenance when something needs to be fixed, and Preventive Maintenance when useful life needs to be prolonged or maximized. Much of the Preventive Maintenance operations are handled via templates in the MaintStar EAMS System. It is easy to define a template regarding what needs to be done, even to the point of pre-determining who will be doing it and what will be used to do it, if such specificity is desired. These templates can be assigned to an individual asset or piece of equipment, or to a group of assets. Scheduling of the Preventive Maintenance can be accomplished via calendar or meter, e.g., three months or 3000 miles, whichever comes first. Scheduling is tracked by the system, and at the proper time Preventive Maintenance templates will automatically generate the appropriate Work Order with all the information entered by MaintStar. Thus, a Preventive Maintenance program can be easily designed for all the Agency's assets.

Inspections are an important part of the Agency's operations, and MaintStar EAMS makes it easy to define them and schedule them. Many User Definable Fields (UDFs) will enable the agency to ensure the desired data is defined and collected and reported. Inspections can be assigned to individual assets or pieces of equipment, or to groups of assets. An Inspection is simply an observation of conditions; however, if a problem is identified the Inspection can be turned into a Work Order with just one mouse click. Then the Inspection and the Work Order will be linked together. As mentioned, Preventive Maintenance tasks can be assigned by run time or set frequency.

Work Request and Citizen Portal

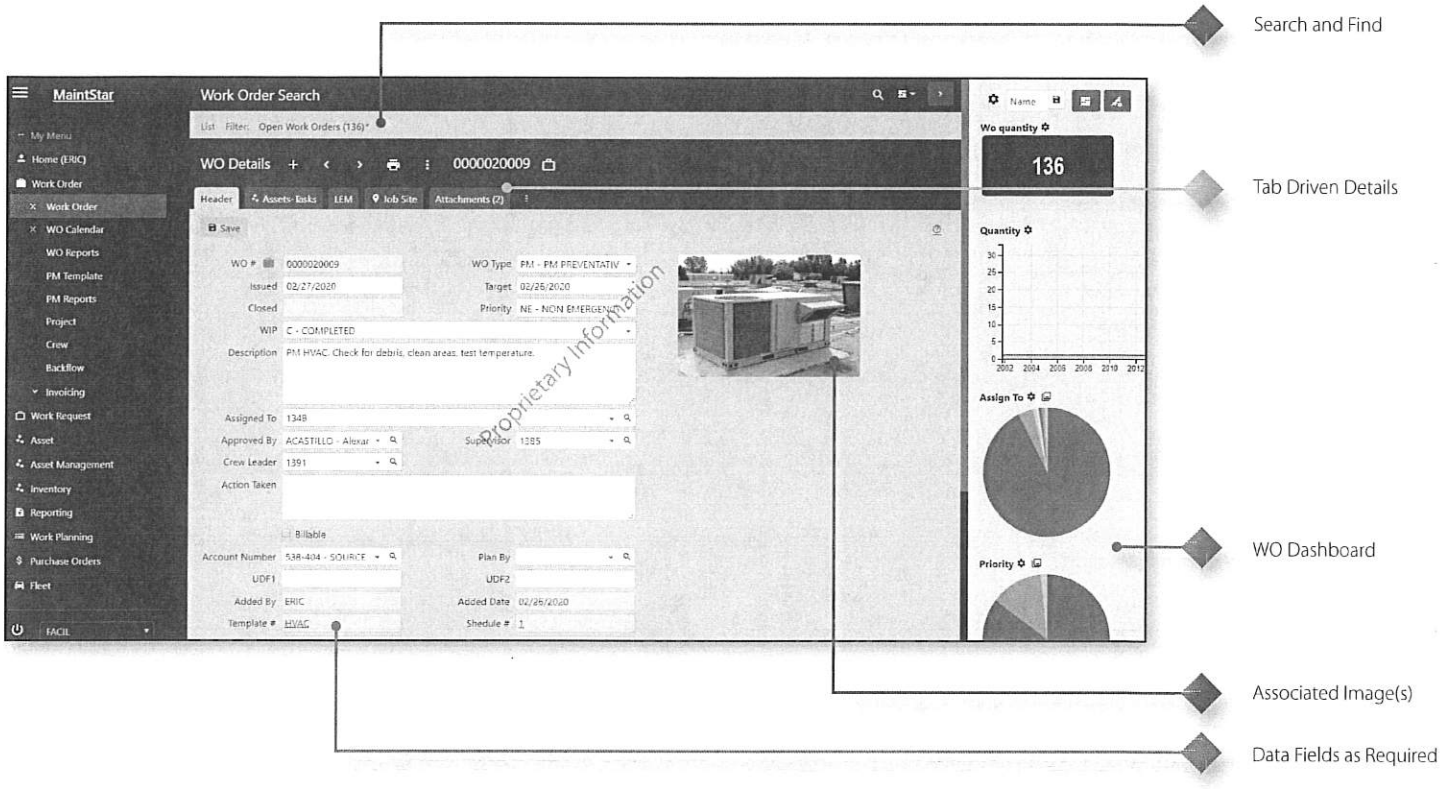
MaintStar EAMS now includes a vastly improved Work Request System which includes Requests and Portals. New work will be identified by customer requests, emergency response requests, manager directions, crew observations, etc. MaintStar EAMS provides a configurable interface for input of unplanned work identified from various sources. Requests include fields for status, issues, assigned supervisor, request sources, organizational groups, plus additional User-Defined Fields for further enhancements. These Work Requests, after appropriate review and approval, subsequently become linked to Work Orders. The Work Request System includes Work Request Portals which can be utilized for managing external contractors and their requests while working for the agency.

Citizens can report concerns by either using the citizen public portal or the dedicate MaintStar Mobile Citizen included with the system at no additional charge.

Facility Module

The MaintStar Facility Module system provides a complete, often automated, method for identifying, confirming, tracking, recording and allocating costs for all requests, all corrective work, routine work and preventative work. Statistics on response time, costs, and effort by activity are maintained by the system. All of your Facility needs (Buildings, HVAC, Generators) will be accounted for and maintained within this system).

Work Orders can be scheduled throughout the year and can be retrieved for a specific time interval, meter, asset type or activity to aid supervisors in grouping and assigning work.



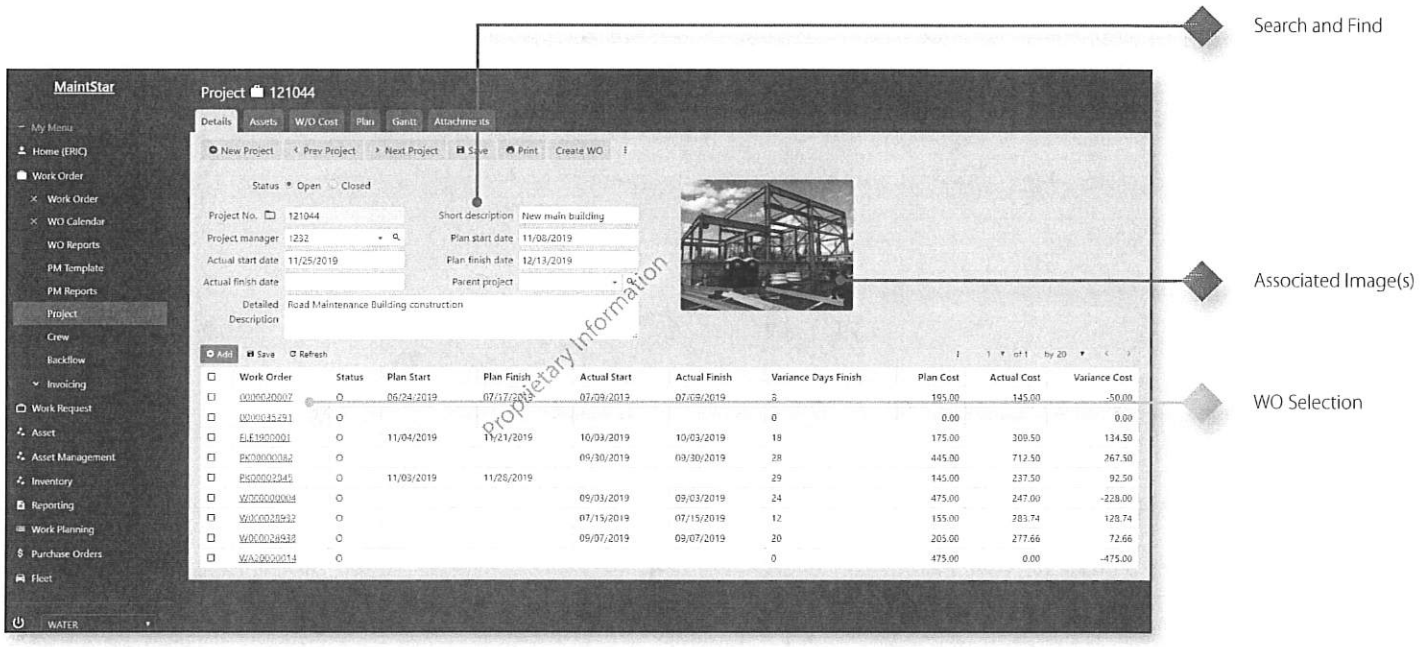
All parts, labor and equipment costs are automatically tracked by the System and allocated to the appropriate cost centers. This information is also automatically built into the history of the particular asset involved. Parts and equipment costs are pre-defined and entered simply by selecting the appropriate entry. Labor costs can be selected based on Rate 1 or Rate 2, or Overtime 1 and Overtime 2, etc. Parts are reserved from Inventory directly from the Work Order. Reports can be run to determine parts usage on Work Orders or against assets, etc. Agency Supervisors will determine what components are mandatory and required to be entered. This is especially important when determining if all required work has been satisfactorily performed prior to closing the Work Order.

Work Orders can be initiated, received and completed by operators in the field utilizing mobile devices. Moreover, operators in the field can generate Work Orders directly from a map. Mobile devices which can be used include laptops, tablets, smart phones - Android or iOS.

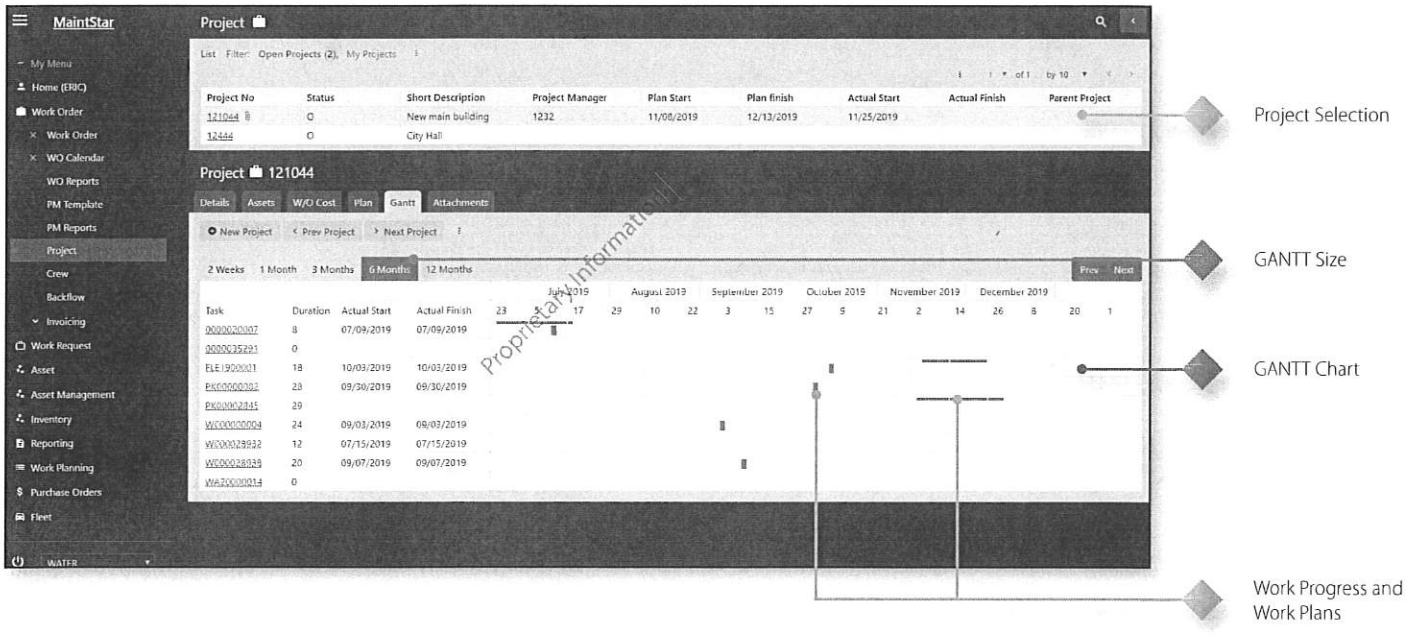
Project Management

Managing larger projects has never been easier. With MaintStar EAMS Project Management Module, Work Orders for a particular project are conveniently managed in their associated project. Users can search or filter for a particular project and easily see all associated Work Orders in a easy to read table. The System can create jobs, multiple Work Orders linked to individuals or multiple assets. Work Orders can be distributed to staff and contractors via email using laptops, tablets and/or smart phones. Work Orders can be scheduled on an annual, quarterly, monthly, bi-weekly and weekly basis for routine, Preventative Maintenance and non-routine work. MaintStar EAMS has the ability to document work accomplished in a paperless environment by utilizing laptops, tablet computers, or smart phone.

To open a Work Order for detailed examination is simple click on the associated Work Order and the system will take the user to the Work Order view.



MaintStar EAMS Project Management includes an on-board GANTT Chart feature. Charts can be easily sized by duration (2 weeks to 12 months), and work progress lines and associated work plans easily identified on the GANTT time line display.



Work Management and Tracking System

MaintStar EAMS includes the capability to track effort completely, and to compile daily work quantity done by activity, specific location, and assets with all labor, equipment, material and contracted resources. Work history information is then related to the annual plan and comparisons can be made on unit cost, accomplishment and productivity. MaintStar EAMS can identify, trend, and document work by location or asset. Queries are available for and filtering of information at various levels and allows searches using multiple criteria in order to simplify data gathering. MaintStar has made this more efficient and effective using an improved and expanded Query module. In addition to searches, the System includes extensive filtering capabilities throughout. MaintStar EAMS allows agencies to establish activity based guidelines as well.

MaintStar EAMS can operate and report at the maintenance activity level or the Work Order level with integration between the two levels, allowing for internal evaluation and the ability to benchmark against other similar agencies. MaintStar EAMS also performs the following:

- Management of service requests, planned maintenance, Preventive Maintenance, Corrective Maintenance and all efforts generated by Work Orders.
- Tracking of a service requests from inception to completion; continual status (open, closed, pending, backlogged) indication.
- Work and costs that can be tracked to the location, asset, project number, job number (i.e., reimbursable work) and/or account/fund number.
- Tracking and reporting accounts and vendor furnished labor, equipment, material, and operating costs.
- User-Definable Fields configured to record such information as special work projects, cost centers, programs or other unique situations.
- Ability to separate data planned and tracked by management/department units or by activity (mowing, sewer line cleaning, stormwater CCTV, sidewalk repair, pothole patching, sign installation, HVAC PM, brake repair, etc.).

Tenant Billing

The MaintStar EAMS is able to perform in-house costing and external billing on a time and material basis or by work units completed (unit cost). In addition, the System has the capability to apply multiple overhead rates for in-house costing, external customers, FEMA, etc., and a separate material surcharge for materials used. The specific components are:

- Ability to bill on an itemized time and material basis or by work unit for any group, program or activity.
- Ability to apply multiple overhead rates for billing including a rate for billing other divisions or departments, agencies outside of the Agency, or FEMA disaster declarations. The use of overheads shall be more than just for report generation, but also the way data is stored and displayed.
- Ability to apply a separate surcharge to items billed.
- Ability to generate invoices that include the following information: invoice number, customer, budgetary account, charge account, work accomplished, all labor, equipment, material and contractor charges, surcharges, etc.

Report Production

The MaintStar EAMS report generators have the capability of creating custom reports using the asset management data without the need for additional support. Report generation is straightforward and easy to produce. The reporting system provides the user with the ability to query options from multiple database tables without the user needing to have any considerable scripting knowledge or knowledge of the database structure. No computer programming expertise is required. Reports are able to be saved for future use, stored and/or shared by users. The reporting system allows the user to specify selection criteria through either a conditional menu approach or a SQL free form approach, or through the use of it's extensive filtering capabilities. A condition window shall allow for the following selection conditions: equal to, greater than, less than, greater than or equal to, less than or equal to, not equal to, is null, is not null, is like (pattern matched or wild card searches) and is not like, contains, starts with, etc. The agency will have the ability to provide column options including the ability to change column title, width or attribute. No third party report generation is used.

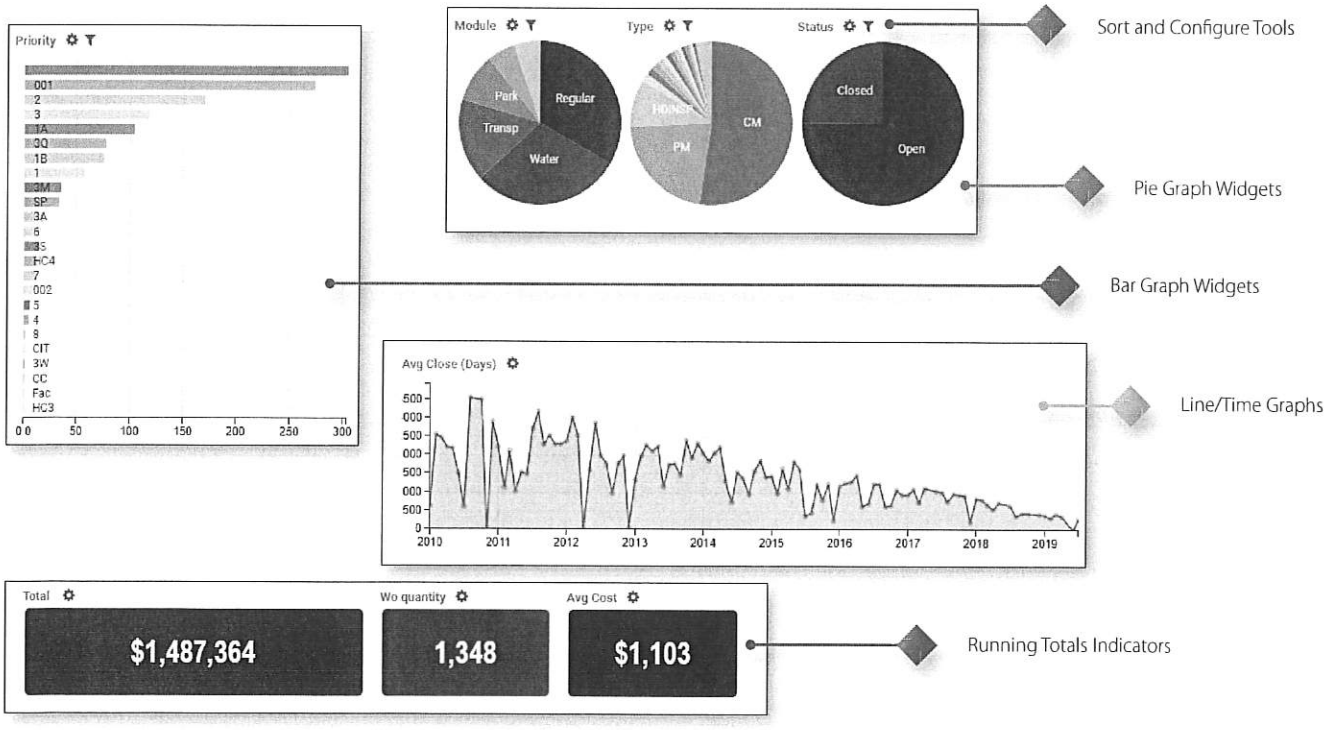
The system allows users to customize the look and format including adding the agency's logo, colors and style. Reports allow for a preview prior to printing, so the user has an opportunity to verify the data and format expected. Report data is able to be downloaded to a PDF, text file, an Excel worksheet and/or XML file. Management reports are secured to privileged users only and customized reports are able to be saved to a user's profile and/or group profile.

Anything in the MaintStar System can be queried and reported. This is accomplished through a series of Standard Reports which are easy to set up and configure. Or, through the MaintStar EAMS custom report writer called Query. No computer programming experience is needed or required. Maintenance activities and histories are generally available through a single mouse click. Evaluating conditions and status is also easily performed by the existing report structure.

Tracking progress toward Level of Service goals is part of the Asset Management capabilities of the system; the same with Key Performance Indicators. Depending on the agency set up requirements for these reports, they are easily executed during the configuration process.

Customizable KPI Dashboards

MaintStar EAMS features custom, configurable KPI dashboards. Users and Management can configure complex and comprehensive dashboards panels and monitoring tools. With MaintStar EAMS KPI dashboards the possibilities are limitless.



Mobile Integration for Utilization by Field Crews

Through MaintStar Mobile, the agency will use the Asset Management Application on a smart phone or tablet to view and manage Work Requests, Work Orders and assets both in the EAMS and in GIS. In other words, the MaintStar EAMS application will be able to be used on these devices to view requests and Work Orders, record work, and update asset data. MaintStar EAMS can be used on mobile devices, including Apple, Android and Windows. Work Orders and Inspections can also be created directly from a map. Other desirable mobile device capabilities include:

- Viewing maps (i.e., GIS) and data.
- Viewing inventory information.
- Ability to work offline. Connectivity to network is not required to complete field activities.
- Adding assets to the inventory and revising/adding attribute information.
- Receiving, executing, and closing work orders.
- Filling out forms and reports when applicable.

GIS Centric System

MaintStar has been integrating with ESRI's systems for many years. In this case, MaintStar EAMS will be fully integrated with the agency's existing ArcGIS database, using GIS data as master records. The agency will enjoy a seamless interface of MaintStar EAM's asset management functionality to its existing web mapping application. All asset information is managed in a geodatabase environment.

Data Synchronization between GIS and Asset Management has become much easier with MaintStar EAMS. With MaintStar EAMS, the agency will enjoy a suitable, accurate and less labor-intensive solution for keeping the two systems in synchronization. The system is GIS-Centric, which means it is less complicated and easier to set up. The bottom line is that synchronization is uncomplicated and not cumbersome. Feature services, similar to a SQL server, enable querying rows and columns of data from the GIS database Map services draw the map.

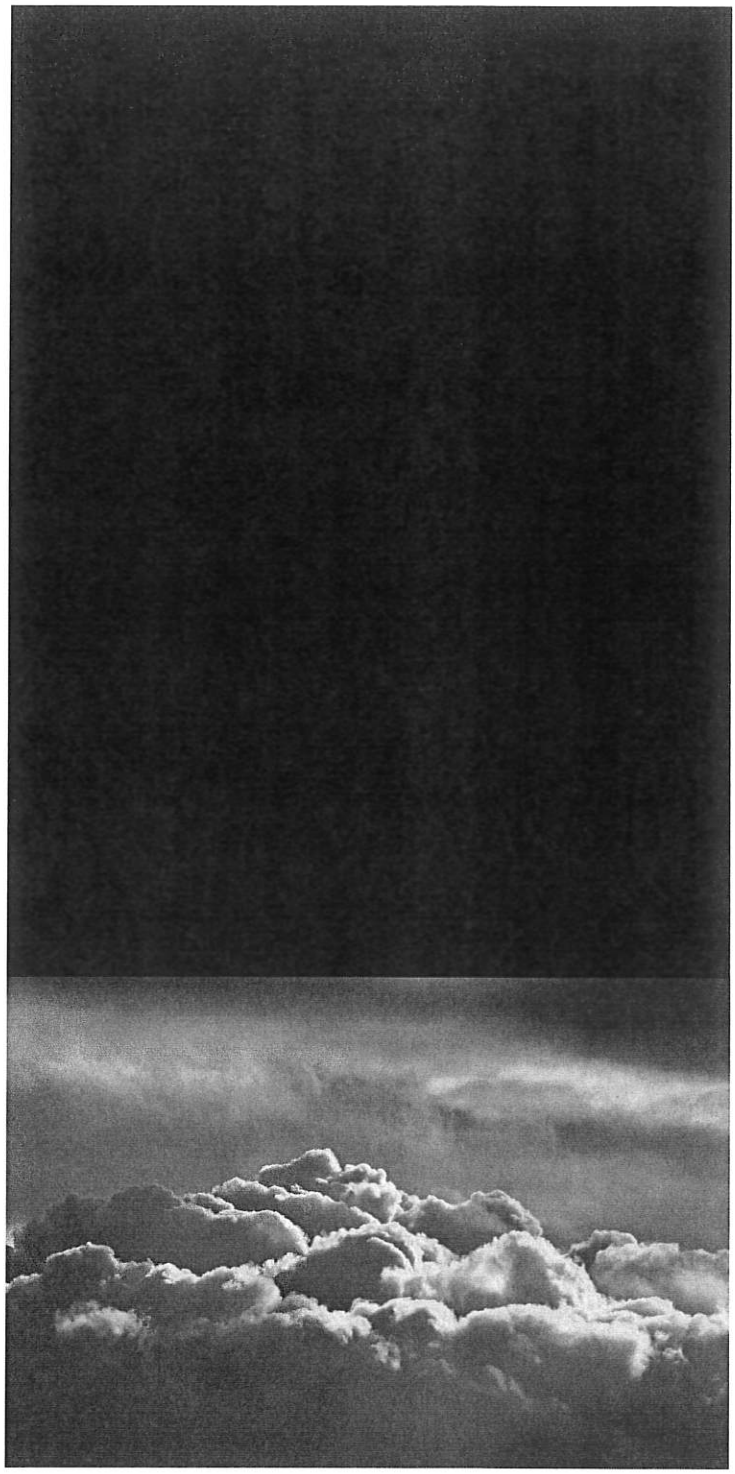
Architecture and Interface

MaintStar EAMS is design as a cloud-based Software as a Service (SaaS) application.

MaintStar EAMS is web-based, and is a Single Page Application (SPA) for ultra-fast response time. The front end is written in HTML5, React, and MOBX. The back end consists of over 1,400 RESTful web services, which use JSON for input and output. This is our Micro Services Architecture - the very latest technology.

The Micro Services Architecture provides these benefits:

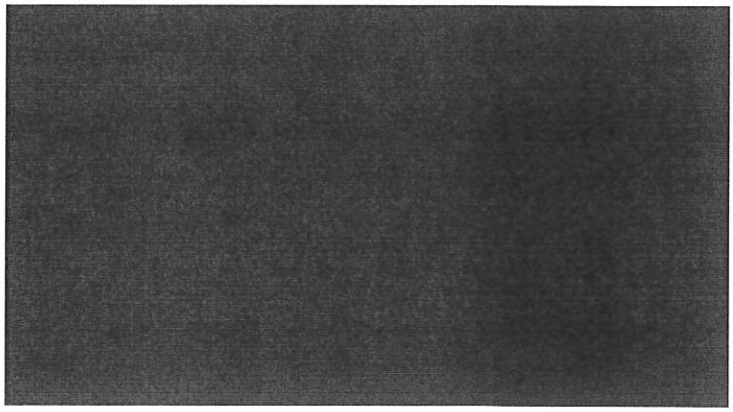
1. Extremely fast development and bug fixes
2. Stability, due to the "shared nothing" strategy
3. Scalability
4. Easy integration with other systems.



▶ MaintStar Cloud and Computer Network Specifications

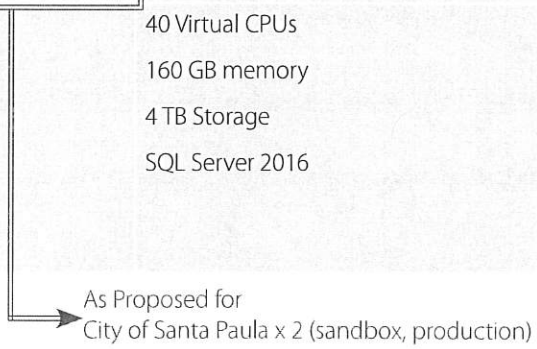
City of San Mateo Road

RFP - Enterprise Asset Management System for Roads



Cloud Hosted Services Performance and Solutions

MaintStar Hosted Solutions			
Plan	RackSpace	Amazon Web Services	Microsoft Azure
Silver	2 Virtual CPUs 8 GB memory 1 TB Storage SQL Server 2016	2 Virtual CPUs 8 GB memory 1 TB Storage SQL Server 2016 AWS Shield Standard	2 Virtual CPUs 8 GB memory 1 TB Storage SQL Server 2016
Gold	8 Virtual CPUs 32 GB memory 2 TB Storage SQL Server 2016	8 Virtual CPUs 32 GB memory 2 TB Storage SQL Server 2016 AWS Shield Standard	8 Virtual CPUs 32 GB memory 2 TB Storage SQL Server 2016
Platinum	40 Virtual CPUs 160 GB memory 4 TB Storage SQL Server 2016	40 Virtual CPUs 160 GB memory 4 TB Storage SQL Server 2016 AWS Shield Standard	40 Virtual CPUs 160 GB memory 4 TB Storage SQL Server 2016



Item	RackSpace	Amazon Web Services	Microsoft Azure
Storage	1 TB Storage	1 TB Storage	1 TB Storage
Memory	32 GB memory	32 GB memory	32 GB memory
Network	1,000 Mbps Dedicated	1,000 Mbps Dedicated	1,000 Mbps Dedicated

While Amazon Web Services is our primary partner, we can offer RackSpace and Microsoft Azure platforms as well. In all cases agencies will have a multiple environment solution, Sandbox for testing and training and a protected Production environment.

Minimum RTO and RPO

Unlike snapshot-based solutions that update target locations at distinct, infrequent intervals, CloudEndure uses Continuous Data Protection, enabling sub-second Recovery Point Objectives (RPOs). Highly automated machine conversion and orchestration enable Recovery Time Objectives (RTOs) of minutes.

System Security

MaintStar has selected Amazon Web Services as it primary provider for Cloud IT Infrastructure. This same solution has been selected by thousands of private companies around the world to host it's secure data, as well as the United States Government including departments containing data of the utmost national security.

Amazon routinely provides a security audit by a third independent party, and the results of those audits are made publicly available on their website. If MaintStar is selected as a prime candidate for this opportunity we will provide the complete AWS SOC v3 report and the results of the latest security audit.

Security Measures Applied

MaintStar uses the following security services/measures:

AWS CloudHSM
AWS CloudHSM is a service that allows customers to use dedicated hardware security module (HSM) appliances within the AWS cloud. AWS CloudHSM allows customers to store and use encryption keys within HSM appliances in AWS data centers.

AWS Identity and Access Management (IAM)
The AWS Identity and Access Management service enables customers to securely control access to AWS services and resources for their users. Using AWS IAM, customers can create and manage AWS users and groups and use permissions to allow and deny their access to AWS resources.

AWS Key Management Service (KMS)
AWS Key Management Service allows customers to create and control the encryption keys used to encrypt their data, and uses hardware security modules (HSMs) to protect the security of their keys.

AWS Shield
AWS Shield is a managed Distributed Denial of Service (DDoS) protection service that safeguards web applications running on AWS. AWS Shield provides constant detection and automatic in-line mitigations that minimize application downtime and latency.

AWS Web Application Firewall (WAF)
AWS Web Application Firewall is a web application firewall that helps protect customer web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources.

MaintStar Does Not Multi-Tenant Customers

MaintStar does not multi-tenant customers - your data resides on its own server and operating system. Every customer has dedicated server environments (test and production), Operating System, and database. This security advantage speaks for itself.

Business Continuity and Disaster Recovery

MaintStar has selected Amazon Web Services as it primary provider based on providing the utmost reliability, availability and speed of data. Since MaintStar has selected AWS, no data has been loss, and total downtime in the 10 years has been 15 minutes.

Redundant and Geo-Diverse Facilities

Crucial factors in business continuity is redundancy. MaintStar has secured redundant AWS server facilities for higher system availability, reliability and speed. Additionally, these locations are geo-diverse to prevent loss of service due to a location dependent disaster. These locations are Hayward CA and Ashburn VA.

Customer Data Provisions In MaintStar SLA

The Customer owns their data. As such, MaintStar provides for regular database backups and data reports in the standard MaintStar Maintenance SLA that the customer may in turn retain and store on their own network locally. This provides:

- Additional Redundancy of Data - That is Geo-Diverse
- Customer confidence that regular data backups are available and secure in the customers control
- Customer may use their own data for reporting purposes outside the Permit Tracking System.
- Systems can be easily and quickly restored from these backups.

User Workstation Recommendations - < 250,000 Population Hosted SaaS EAMS Installed Systems

The following recommendations are for users that are NOT engaged in Drawing Document or Plan Review activities or complex reporting.

- OS - Win OS 7 or greater
- Internet Browsers - Chrome, IE, Firefox, Safari or Opera
- Memory - 4Gb or greater
- Processor - Intel i5 dual core or greater
- Monitor - 1920 x 1080 resolution

Mobile and Field User Recommendations - < 250,000 Population Hosted SaaS EAMS Installed Systems

The following recommendations are for Inspectors, Engineers engaged in field operations.

- Supported Device - Apple iPad/iPhone, Android Galaxy Tablet/SmartPhone, Windows Surface
- Internet Browsers - Chrome, Safari, Firefox, Opera, IE
- Device Space/Memory - >32 Gb
- Tablet Display - 9.3 inch display or greater (esp. for drawing or plan examination)
- Mobile Application - MaintStar Mobile for Disconnected Mode

Architecture - Development

Development = .NET Architecture, Libraries
Javascript in some scripting and other minor areas
SQL based database supoport MS SQL or Oracle
Reports and Forms are based in Microsoft Report Builder RDL

Universal Compatibility


CHROME

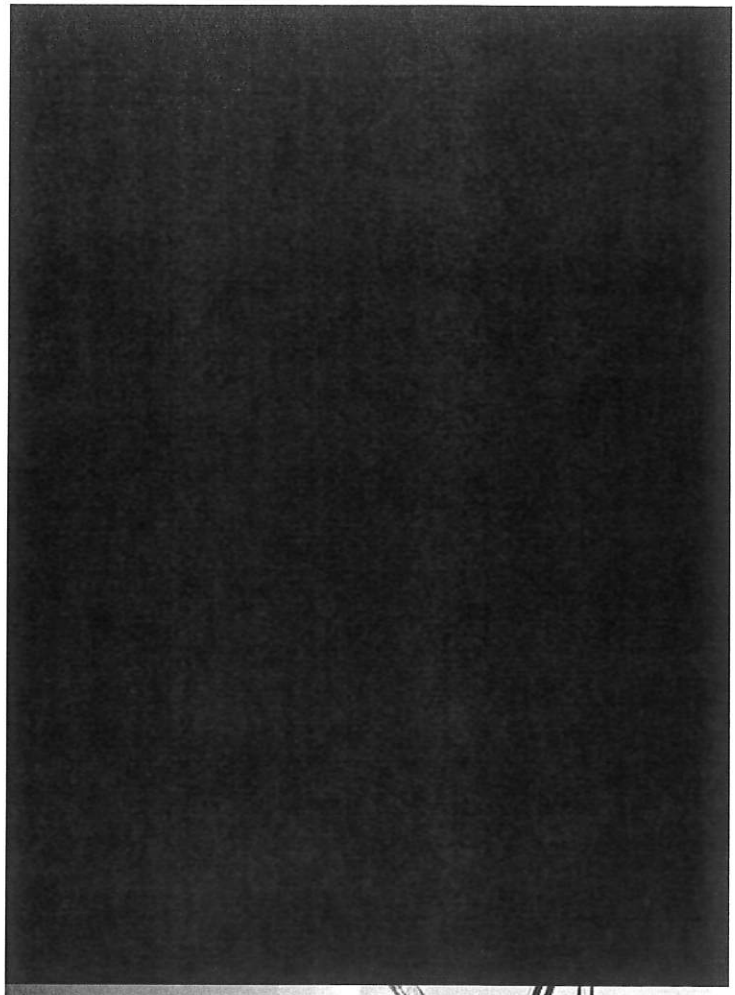

FIREFOX


IE


SAFARI


OPERA

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Last modified: 11.11.2018 by JR



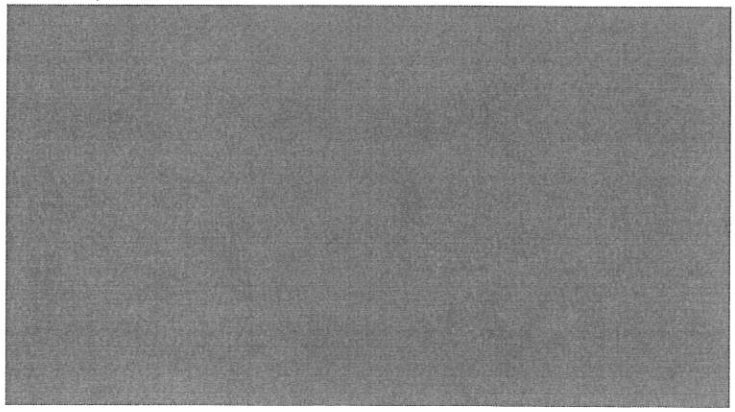


MaintStar

▶ Real Time Dashboards and Sample Reports

Product Overview v2.1

Date: April 20, 2020



Contents

Why MaintStar ?	2
Investment Strategies	2
MaintStar Dashboards	3
MaintStar Technology	3
An Enterprise Solution	3
Elegant Dashboards Reporting - Enterprise Solution	4
Standard Reports - List of Popular Reports	5
Sample Report - Recent Permits	6
Sample Report - Recent Inspections by Inspector	7
Sample Report - Inspections by Inspector by Date/Time	8
Sample Report - Unscheduled Inspections	9
Sample Report - Activities by Type	10
Sample Report - Permits by Type/Department	11
Sample Report - Permit Approval Cycle by Department	12
Sample Report - Parcel Status	13
Sample Report - Revenue by Activity (Permit)	14
Sample Report - Invoices By Citizen (Amount 200-2000 Dollars)	15

Why MaintStar ?



MaintStar products are designed using the latest technology platforms, and benefits from our more than 32 years of industry experience specifically in government software solutions. Agencies of all sizes can now take advantage of our web-based, feature-rich platforms for enhancing their municipal operations - whether asset management, public works maintenance, community development, or property management - MaintStar is the solution of choice.

Additionally, existing MaintStar clients may leverage the unique integration of using multiple MaintStar applications, since they all work together seamlessly.

Investment Strategies

MaintStar LMS - Is available in two purchase models. Premise Ownership - the system is purchased and installed on hardware at the customers location. Hosted Subscription - the system is hosted at MaintStar and the customer pays a annual or monthly subscription fee. With our hosted solutions, you'll is always be running the current version for all users, with minimal IT support and your IT costs shrink to zero.

MaintStar Dashboards

In today's fast paced world, real time reporting of key performance indicators is valuable to optimize business operations. Receiving this information visually, and to quickly adjust parameters to identify under and over performing areas, has created the need for Visual Dashboards. MaintStar recognizes the importance of Dashboards as vital part of business decision making. We elected to engineer and build our own dedicated Dashboard product which connects to all our management software products.

MaintStar Technology

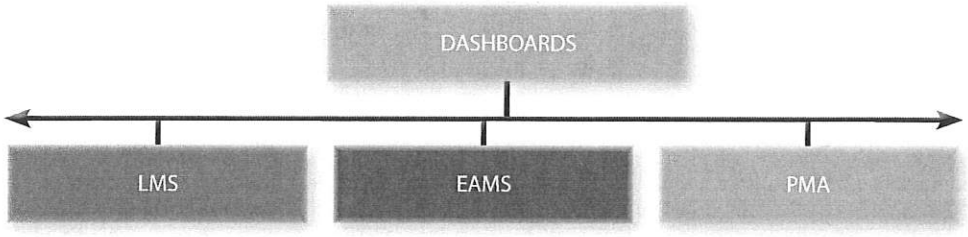
MaintStar Dashboard's are engineered and manufactured by MaintStar, not licensed from a third party. This brings many advantages to our customers:

- Reduced per seat costs
- Dashboards talk to our databases natively - for faster product operation - better mobile performance
- Single Dashboard site for multiple MaintStar Products - LMS, EAMS, PMA
- Uniform software versions and simultaneously software upgrade and features releases
- Most intimate product understanding with a faster time to resolution support

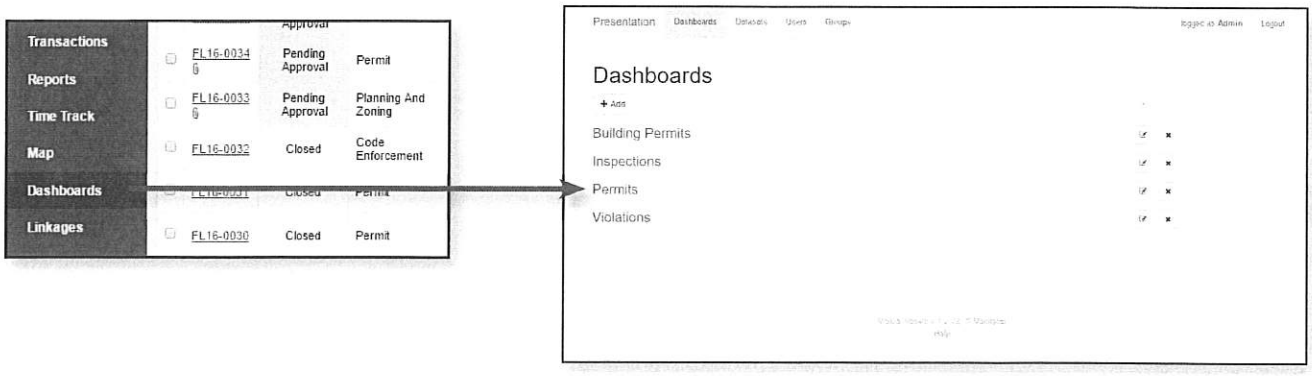
MaintStar technology's are founded on the latest technology. There is no leveraging of ten year old technology here. MaintStar Dashboard is based on 2016 technology, including databases. Software libraries, and software development kits. The solution is web based, and a hosted cloud based solution, will reduce your IT resource costs. Web based dashboards can be accessed on an type of device with a browser, including smart phones, tablets, portables and workstations. System is platform and OS independent.

An Enterprise Solution

With seamless integration between our Community Development, Computer Maintenance, and Property Management Applications, the same Dashboard site can be accessed by each. Public Works, Community Development and Building groups will all use the same user friendly, highly flexible system for real time reporting and decision making. As our products and technology grows the same Dashboard module will connect to the new systems and modules as well.



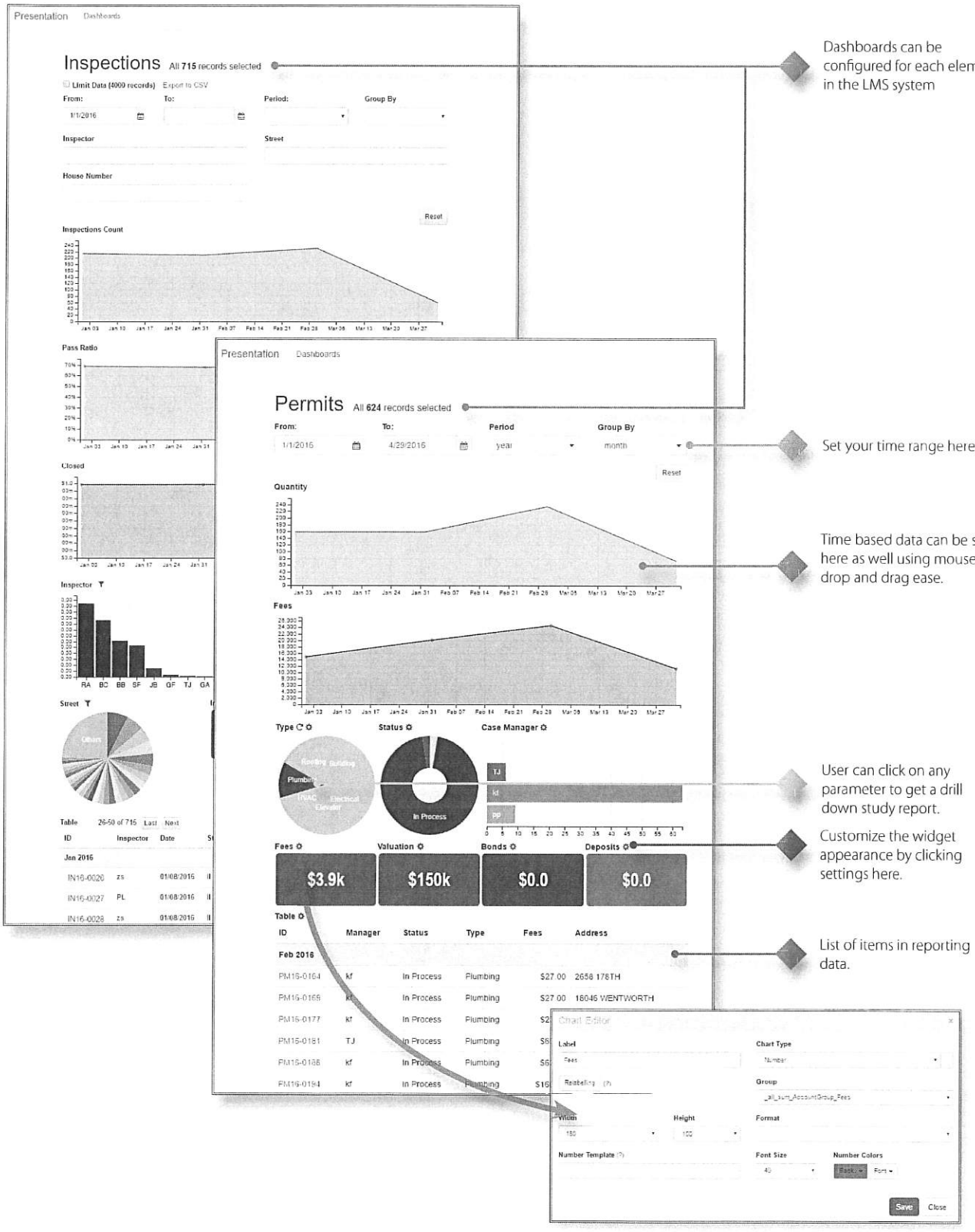
MaintStar Dashboards extends the enterprise Public Works, Property Management and Community Development offerings of MaintStar



MaintStar Dashboards are directly accessed from the menu in each application.

Elegant Dashboards Reporting - Enterprise Solution

MaintStar has developed real-time Dashboards offering true KPI based reporting on Community Development activities. Easy to customize (see below) with fast quick response times, there is no better solution for monitoring your operations in real time. MaintStar has engineered and integrated both applications - LMS and the Dashboards. Since the same engineers developed both applications inter-system communication and operation is fast and precise.



MaintStar Dashboards are designed easily by users based on their unique needs. Use the chart editor to customize each dashboard widget.

Standard Reports - Popular Reports

MaintStar LMS has hundreds of standard reports. Below is a listing of the most popular reports. Remember, reports may be easily customized, saved with a new name and used as often as desired. Reports may be auto-distributed, by email and based on scheduled time and day of week. Scheduled reports are easily identified by clock icon next to the report. Reports are stored in categories by the report manager.

Standard Reports - LMS	
Activity Reports	Recent Permits
	Recent Permit Applications by Date/Time
	Recent Inspections
	Inspections by Inspector by Date/Time
	Unscheduled Inspections
	Inspections by Type
	Closed Activities Report
	Activities By Type
Permit Detail Reports	Permit Reports By Type/Department
	Permit Approval Cycle
Plan Review Reports	Application Approval Cycle
	Plan Review Reports by Status
	Applications for Plan Review
Code Enforcement	Code Enforcement Reports
	Code Enforcement by Violation
Licensing	Licenses by Type/Department
	Licenses Approval Cycle
	Licenses
Parcel Reports	Parcel Status Reports
	Parcels by Area/Location
	Parcel Report by Zone
	Parcels Report
Citizen Reports	External User by Type (Citizen versus Contractor)
	Citizens
	Citizens by Activity
	Requests Reports
	Request Approval Cycle
Case Reports	Records or Project Reports
	Records
Financial Reports	Revenues by Activity
	Transactional Balances
	Fees by Type/Department
	Revenue by Payment Type
	Invoice
	Lease Fees
	Utility
	Unbalanced Accounts

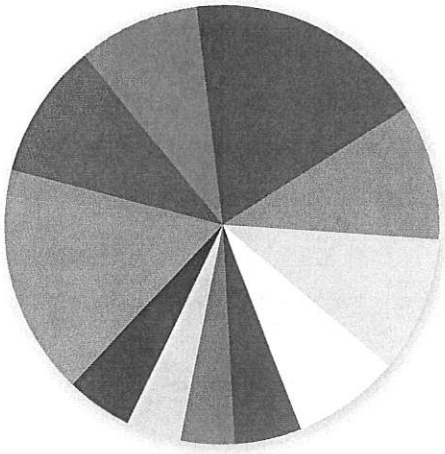
Sample Report - Recent Permits

MaintStar LMS features many standard reports, each can be adjusted by setting criteria or filtering to meet a particular need. The standard Recent Permits report is shown below. In this example, no additional filtering has been applied and the type of chart selected is a "simple pie". Notice the agency logo is automatically placed on the report, and colors are assigned to the respective permit type. Once the user is pleased with the Report Preview; the user can select the output format and print.

CITY OF PLEASANT VALLEY

Recent Permits

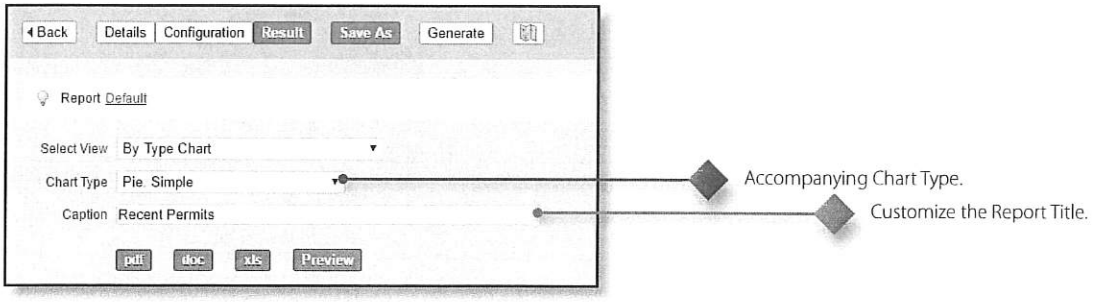
Criteria: Application Date: 4/1/2016 to 7/1/2016





Permit #	Status	File	Applicant	Valuation	Fees Due	Fees Paid	Description
Building							
PM16-0560	In Process	FL16-1042 Permit	Preferred Window & Door	2856			3 WINDOW
PM16-0559	In Process	FL16-0981 Permit	DEJ's Construction	13800			KITCHEN

Page 1 of 8



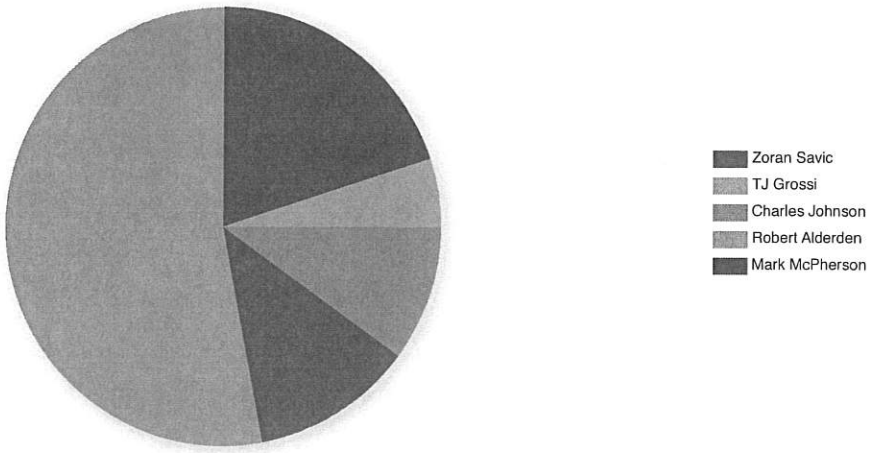
Sample Report - Recent Inspections (*Filter by Inspector*)

This popular standard report is shown below with an additional filter select - "by inspector". Alternatively, this same report can be generated with a filter on - by "inspection type". In either case, the user selects an appropriate chart type (in this sample the pie chart is selected). Users can then preview, print, email, or export the report in any one of the popular formats. As a bonus all MaintStar standard reports may be scheduled for automatic generation and delivery directly to selected users.

CITY OF PLEASANT VALLEY

Recent Inspections - Group by Inspector

Criteria: Application Date: 4/1/2016 to 7/1/2016



Activity #	Address	File	Created	Scheduled At
TJ Grossi				
Inspection				
Occupancy				
IN15-2072	3659 192ND, Pleasant Valley CA 90438	FL15-4708 Permit	10/22/2015 12:22:52 PM	10/22/2015 12:22:52 PM
IN15-2125	18507 COUNTRY LN, Pleasant Valley CA 90438	FL15-4859 Permit	10/30/2015 11:07:58 AM	10/30/2015 11:07:58 AM

Page 1 of 28

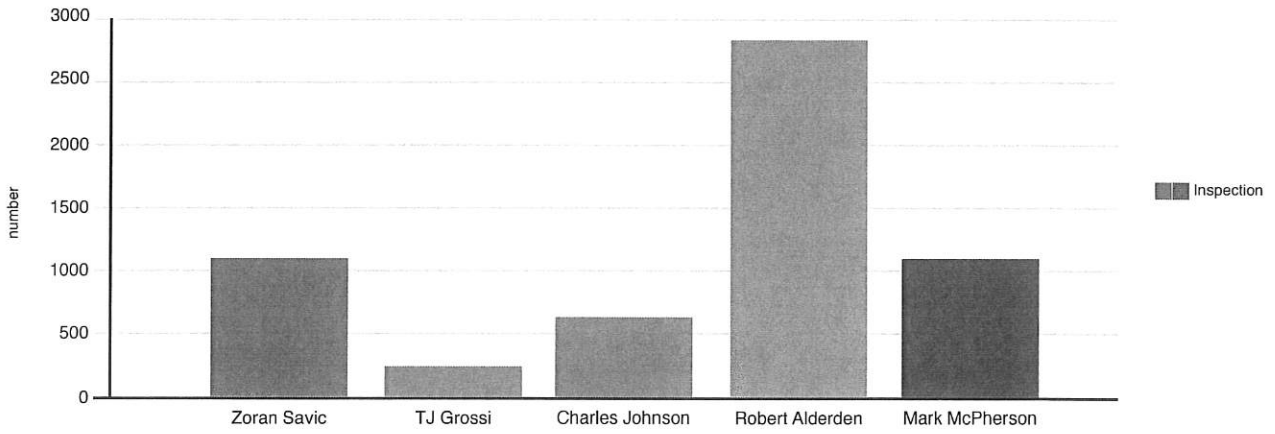
Sample Report - Inspections by Inspector (*Filter by Date/Time*)

MaintStar LMS offers many standard reports,all organized neatly by category and available to authorized users. Here the Inspections by Inspector, was set for the Activity Year 2015 (Calendar Year 2015). The standard report feature a simple graphic (Simple Column) followed by an itemized list. Agency logo is automatically placed, and colors are assigned to the respective inspector.

CITY OF PLEASANT VALLEY

Annual Inspections By Inspector

Criteria: Inspection Activity Year 2014



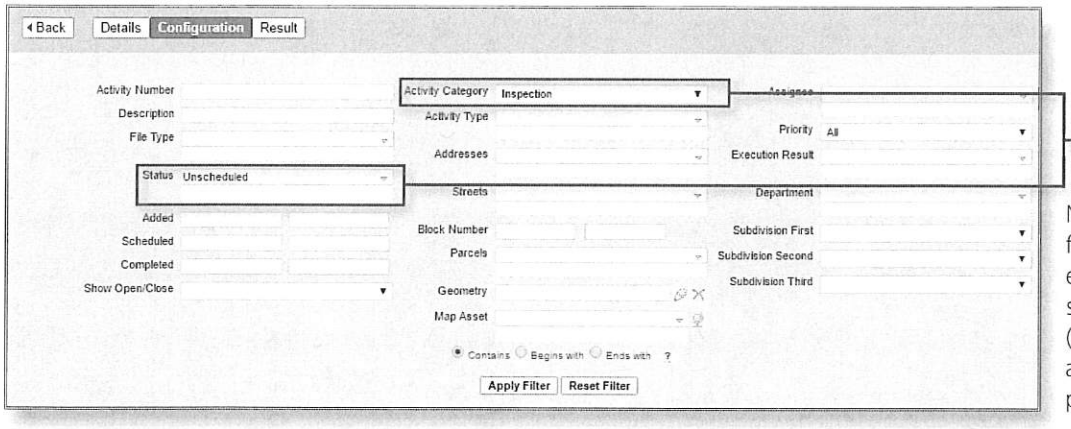
Activity	Address	File	Created	Scheduled At
Zoran Savic				
Inspection				
Electric Residential				
IN13-0038	18107 LORENZ, Pleasant Valley, CA 90438	FL13-0040 Permit	11/8/2013 8:54:26 AM	
IN14-0020	2451 RIDGE ROAD, Pleasant Valley, CA 90438	FL13-0236 Permit	1/5/2014 7:13:52 AM	1/16/2014 9:00:00 AM
IN14-0022	18017 PARK, Pleasant Valley, CA 90438	FL14-0064 Permit	1/15/2014 11:14:36 AM	1/24/2013 9:00:00 AM
IN14-0028	3454 RANDOLPH, Pleasant Valley, CA 90438	FL14-0044 Permit	1/17/2014 6:53:33 AM	1/17/2014 11:00:00 AM
IN14-0031	17933 TORRENCE, Pleasant Valley, CA 90438	FL14-0009 Permit	1/18/2014 1:39:34 PM	1/8/2013 8:54:26 AM

Page 1 of 198

This same standard report can be easily modified to run as Inspection Activity for the week, month or day. Additionally a filter can be applied to run it for a department or Inspection Type (i.e., Electrical Residential Inspection). Note: the complete report is 198 page long, and we represent the first page above.

Sample Report - Unscheduled Inspections

Unscheduled Inspections report is displayed here with no customization and no filtering. Shown below is the filter window showing the default (standard report settings). It is a straightforward and easy process to apply filters to any standard report. Bottom is the results of the report.



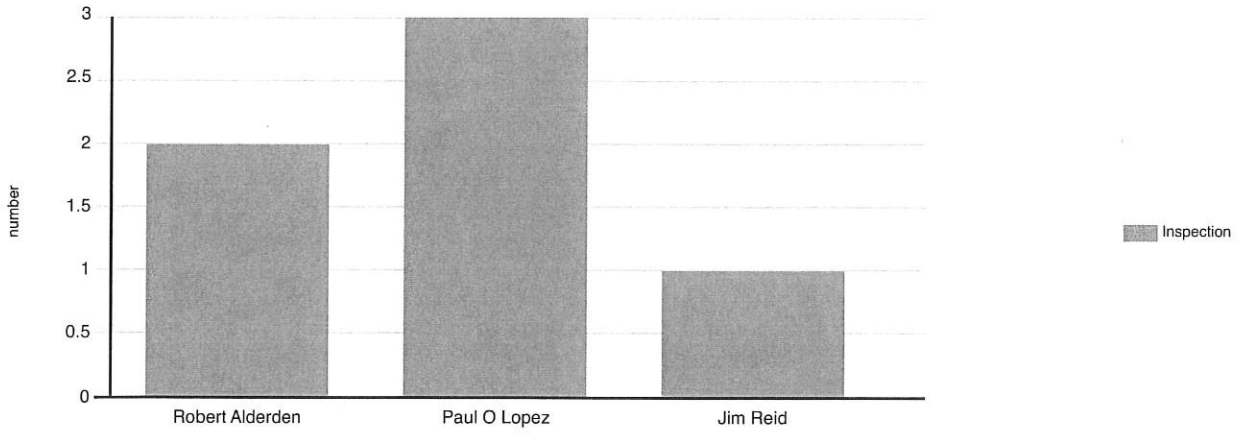
Default Settings.

Note that the options of filtering for reports is quite extensive. Date and time, status, assignee, and locations (including GIS parameters) are just some parameters provided.

CITY OF PLEASANT VALLEY

Unscheduled Inspections

Criteria: Status: Unscheduled



Activity	Address	File	Created	Scheduled At
Robert Alderden				
Inspection				
HVAC				
IN13-0038	18107 LORENZ, Pleasant Valley, CA 90438	FL13-0040 Permit	11/8/2013 8:54:26 AM	

Page 1 of 2

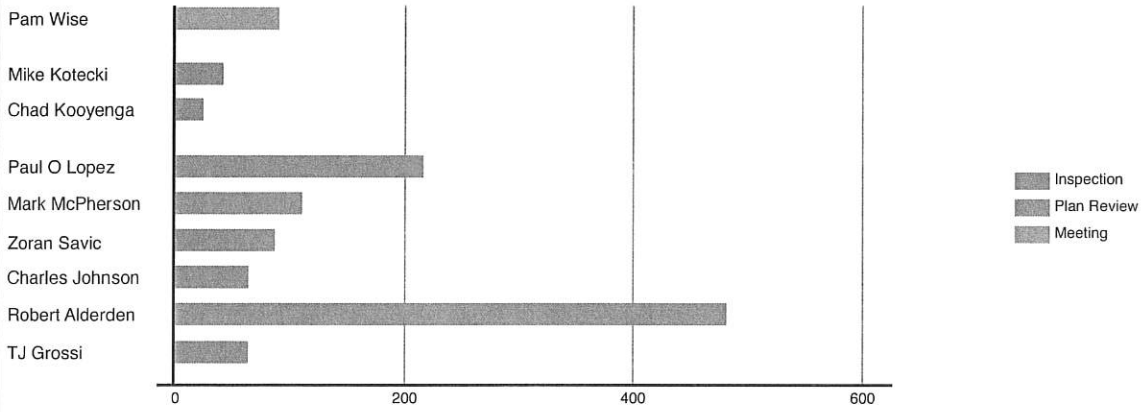
Sample Report - Activities by Type

Below is a sample of the Activities by Type report. This report generates all activities by assignee, for a time range designated by the report generator. In this sample, we have generated a report for the last fiscal year, and selected the simple bar chart for the graphic. Colors are generated automatically, and the full list of reported items are below and subsequent page count.

CITY OF PLEASANT VALLEY

Activities By Type

Criteria: Fiscal Year 2015



Activity #	Address	File	Created	Scheduled At
Robert Alderden				
Inspection				
Roofing				
IN15-2464	17948 WENTWORTH, Pleasant Valley CA 90438	FL15-4845 Permit	10/22/2015 12:22:52 PM	10/22/2015 12:22:52 PM
IN15-0401	18053 BURNHAM, Pleasant Valley CA 90438	FL15-2110 Permit	10/30/2015 11:07:58 AM	10/30/2015 11:07:58 AM

Page 1 of 39

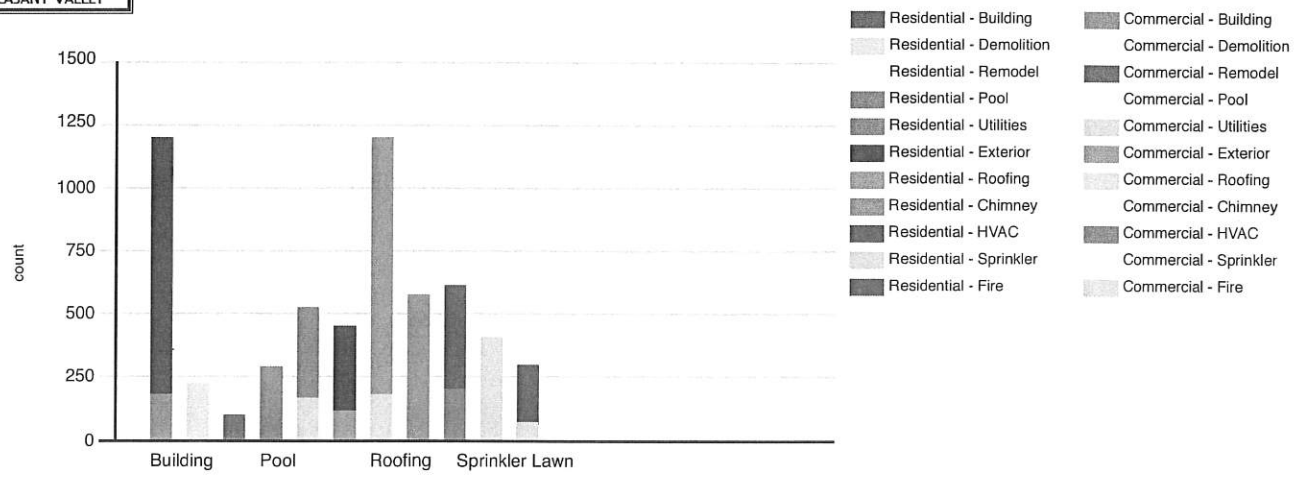
Sample Report - Permits by Type and Sub-Type

Below is a sample of the Permits by Type report. In this example, the report was set to group on category, and the time range filter is set to report on Application Date from 11/1/2014 to 4/1/2015. The chart type was then selected as a "Stacked Column". Colors are automatically assigned to the respective type and category. The full list of reported items appears below.

CITY OF PLEASANT VALLEY

Permits By Type and Sub-Type

Criteria: Group by Residential and Commercial: Application Date from 11/1/2014 to 4/1/2015



Permit #	Status	File	Applicant	Valuation	Fees Due	Fees Paid	Description
Building							
PM15-2291	In Process	FL15-4073 Permit	Kraz Construction Co.	44920			ROOFING
PM14-0588	Closed	FL14-0732 Permit	DEJ's Construction	51000			REMODEL
PM14-0768	Closed	FL14-0981 Permit	Preferred Window & Door	1803			2 WINDOW

Page 1 of 348

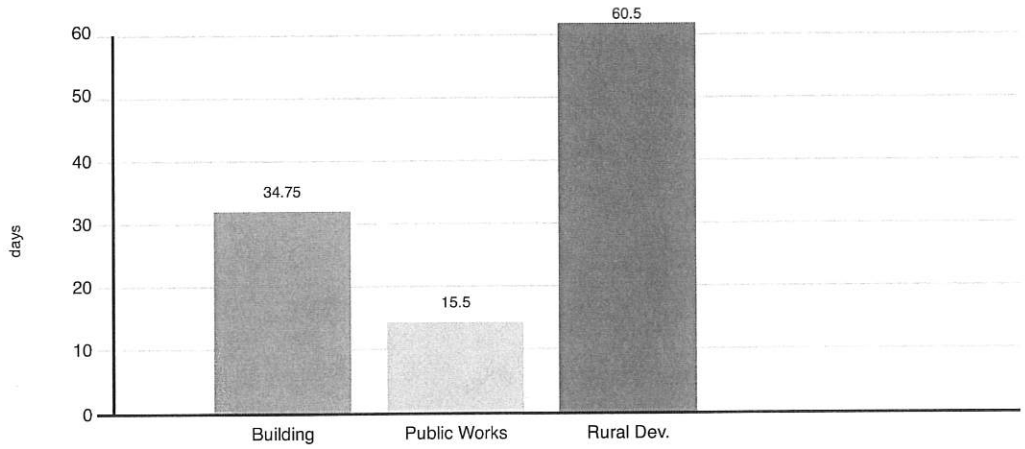
Sample Report - Permit Approval Cycle (*Filter by Department*)

In the example below the standard Permit Approval Cycle was filter by department and no restriction on the time range. The chart type selected is "simple column". The individual records for this report, as previously shown are listed below the chart. Note in this case the final report is quite large at 1088 pages.

CITY OF PLEASANT VALLEY

Permit Approval Cycle by Department

Criteria: All



Activity	Created	Approved	Closed	Type	Status	Valuation	Fees
Building							
Permits							
Residential							
FL13-0040	11/8/2013 8:54:26 AM	1/10/2014 1:23:41 PM	11/8/2014 3:54:17 PM	Residential-Building	Closed	$450000	$2750
FL13-0044	1/5/2014 7:13:52 AM	1/8/2014 4:04:12 PM	2/15/2014 5:13:12 PM	Residential-Building	Closed	$72000	$500
FL13-0042	1/15/2014 11:14:36 AM	1/18/2014 3:23:09 PM	1/19/2014 4:14:04 PM	Residential-Demolition	Closed	$18000	$150
FL13-0045	1/6/2014 8:45:04 AM	1/21/2014 1:56:29 PM	1/27/2014 6:03:00 PM	Residential-Roofing	Closed	$34500	$500

Page 1 of 1088

Sample Report - Parcel Status

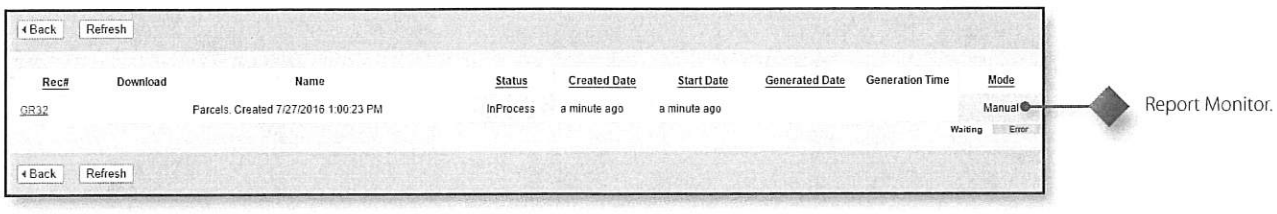
In the example, the standard Parcel Status Report is previewed with no filtration. This report does not include a chart. This example demonstrates the ability of MaintStar to generate large reports, well over 5000 records. To accommodate these reports, a Report Generating monitor indicates the report generation status - See bottom.

CITY OF PLEASANT VALLEY

Parcel Status

Criteria: All

Parcel Number:	30291220040000	Owner:	C22415, PHH Mortgage, 2001 Bishops Gate Blvd., Mt. Laurel, NJ 08054
Area	Area3	City:	Pleasant Valley
Country:	U.S.	Zip Code:	90438
State:	CA	Legal Book/Page:	Map Book 21, Page 32
Legal Lot:		Legal Description:	Northwest Quarter Section 12, Range 8 West
Latitude:	33.195299	Longitude:	117.246094
Census Tract:	2010	Subdivision:	-1
Tract Number:	102	Municipality:	Pleasant Valley
Township Range Section:	Northwest Quarter Section 12, Range 8 West		
Addresses:	3347 171ST, Pleasant Valley, CA 90438		
Description:	C1		



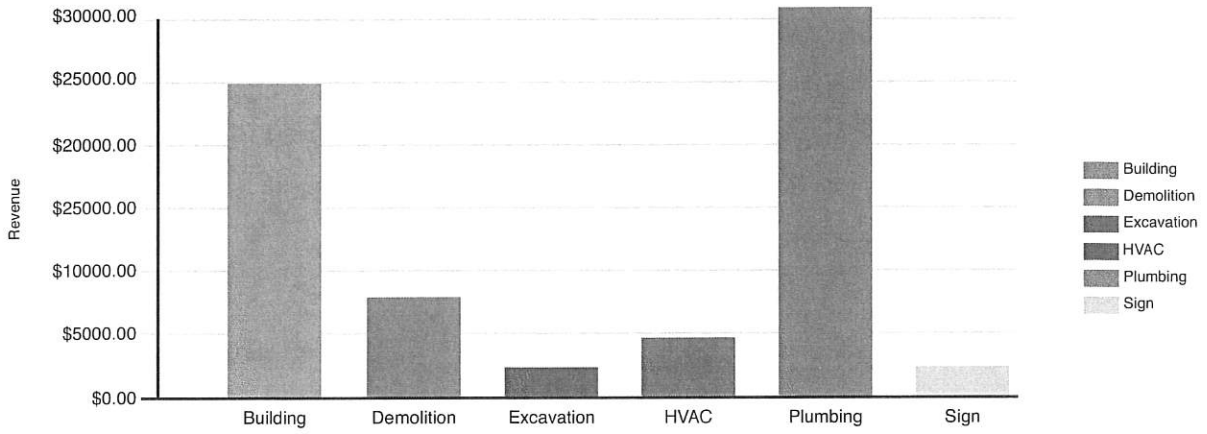
Sample Report - Revenue by Record Type (*Filter by Permit*)

MaintStar LMS offers a large range of finance reporting. In the example, the standard Revenue by Activity Report is generated with a filter on Permits (opposed to Licenses, Violations, etc). The chart type selected is the "simple column", and the reporting system uses default colors. The reported items are listed below the chart. Note: For all standard finance reports a summary total is presented for each activity type (see Invoices by Citizen - next page).

CITY OF PLEASANT VALLEY

Revenue By Record Type

Criteria: Permit Applications



Activity	Created	Closed	Department	Sub Type	Status	Valuation	Fees
Revenue							
Permits							
Building							
FL13-0040	11/8/2013 8:54:26 AM	11/8/2014 3:54:17 PM	Building	Remodel	Closed	$450000	$2750
FL13-0044	1/5/2014 7:13:52 AM	2/15/2014 5:13:12 PM	Building	Remodel	Closed	$72000	$500
FL13-0042	1/15/2014 11:14:36 AM	1/19/2014 4:14:04 PM	Building	Roofing	Closed	$17700	$250

Page 1 of 11

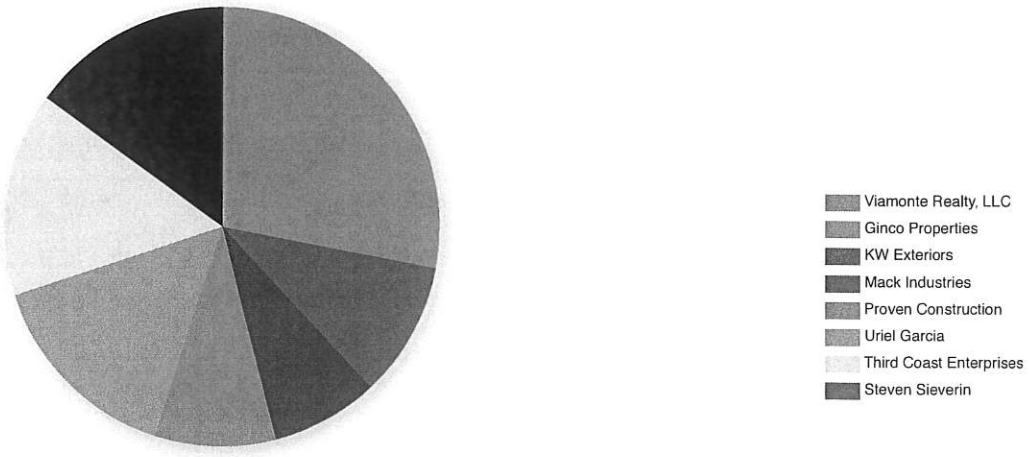
Sample Report - Invoices By Citizen (*Filter by Amount 200 to 2000 Dollars*)

Shown below is the standard Invoices By Citizen report. This sample is generated with a filter on Total Dollar Amount (range = 200 to 2000 dollars). The chart type selected is a "simple pie", and the reporting system uses default colors. The reported items are listed below the chart. Note: Standard finance reports include a summary total is presented for each citizen if there is more than a single invoice.

CITY OF PLEASANT VALLEY

Invoices By Citizen

Criteria: Paid Date: From 1/1/2015 to 2/1/2015 Paid Amount: 200 to 2000



Invoice #	Status	File #	Charged To	Created Date	Received By	Amount
Revenue						
Viamonte Realty, LLC						
INV15-0040	Paid	FL15-4169	Viamonte Realty, LLC	11/8/2015 3:54:17 PM	Kim Follmar (kf)	$3750
INV15-0044	Paid	FL15-2314	Viamonte Realty, LLC	2/15/2015 5:13:12 PM	Kim Follmar (kf)	$1500
INV15-0102	Paid	FL15-1415	Viamonte Realty, LLC	1/19/2015 4:14:04 PM	Kim Follmar (kf)	$500
				Totals:	3	$5750

Page 1 of 11

MAINTSTAR

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Irvine • CA • 92618
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www.maintstar.com
sales@maintstar.com

EXHIBIT B

Carollo Engineering Inc., Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CAROLLO ENGINEERS, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 3TH day of February, 2022, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Carollo Engineers, Inc.,), with its principal place of business at 10540 Talbert Avenue, #200 East, Fountain Valley, CA 92708 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing accessibility services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for CMMS implementation support services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional accessibility consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 3, 2022 to February 2, 2023, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Sixty Three Thousand Five Hundred Sixty-Eight Dollars and Fifty Cents ($163,568.50) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Becca Bugielski, PE, Senior Engineer.

3.3.5 City's Representative. The City hereby designates Bob Woodward, Interim Assistant Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Felicia James, PE, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 sub consultants and sub-sub consultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

insurance required under this section. In addition, Consultant shall not allow any sub consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub consultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to 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 sub consultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. 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 authorized to transact 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.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum 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.

3.3.11.11 Additional Insurance Provisions

(A) 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.

(B) 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.

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

(D) 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.

(E) 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.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Sub consultants. Consultant shall include all sub consultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing sub consultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the sub consultant's policies. All policies of Commercial General Liability insurance provided by Consultant's sub consultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any sub consultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub consultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project

and require the same of any sub consultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any sub consultant 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 DIR against Consultant or any sub consultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 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 except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (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.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or sub consultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or sub consultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: Carollo Engineers, Inc.
10540 Talbert Avenue, #200 East
Fountain Valley, CA 92708

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Clete Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Sub consultants. Consultant shall require all sub consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub consultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or sub consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CAROLLO ENGINEERS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
John Cotti,
City Attorney

Attested By:

_____
Judy Latshaw
City Clerk

CAROLLO ENGINEERS, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

FED TAX ID:_____

EXHIBIT "A"
SCOPE OF SERVICE

SCOPE OF SERVICES

City of Santa Paula
Asset Management Feasibility Study - Implementation Phase
December 29, 2021

This scope of services for the Asset Management Feasibility Study (Study) is amended to include the following tasks for the Implementation Phase.

Task 6 – Final Software Selection and Negotiation

Carollo's technical advisor for asset management to provide consultation and support to City staff for the asset management system vendor selection and award. Support includes input for the award package and in person attendance at the City's Board meeting anticipated for January 19th, 2022.

Task 7 – Implementation Support

Carollo's project team to provide monthly support to City staff for the vendor's implementation process estimated at up to 20 hours per month for 4 months along with supplemental document processing/graphics support, as needed. An allowance of 20 hours is included for coordination of non-GIS data for City assets to be imported into the vendor's software.

Assumptions for Task 7

- Implementation meetings and follow-up support needs are estimated at an average of 4 hours per week.
- Implementation duration is 4 months (January through April).
- Non-GIS data is provided to Carollo in digital tabular or text format.

Task 8 – GIS Data Development Support

Carollo's Senior GIS Technician to facilitate coordination between City staff and ESRI for ArcGIS account setup to support GIS data management described in Task 9 and support for integration of the City's GIS data with the asset management system vendor's software. Carollo's GIS team will compile existing geospatial data provided by the City for import into GIS (such as for city trees, traffic control and roads) and convert CAD files provided by the City for the sewer, water and storm atlas books to GIS format.

Deliverables for Task 8

- GIS databases for the sewer, water and storm pipeline networks, converted from CAD files provided by the City.
- GIS databases for geospatial data provided by the City for other assets such as city trees, traffic control and roads.

Assumptions for Task 8

- An allowance of 160 hours is estimated to convert the CAD file content, including label text to GIS format.
- An allowance of 44 hours is estimated to convert other geospatial asset data provided by the City to GIS format.

Task 9 – Annual GIS Data Management

This task is to provide monthly GIS hosting support and maintenance services of the City's asset data for integration with the asset management system software. Assets covered are anticipated to include water, sewer, and storm infrastructure as initially provided in CAD files, city trees, traffic control, and roadway alignments. Monthly maintenance services, are estimated at a level of effort of 32 hours per month for:

- Facilitating web-based access for City staff to the GIS data through ESRI viewer licenses established under Task 8.
- Updating GIS data from record drawings, or mark-ups provided from City staff.
- Maintaining data for integration with the City's asset management system software.
- Submitting monthly replicas of hosted GIS data to City of Santa Paula.

Carollo's GIS team will notify the City's project manager if requested updates or changes to the hosted GIS data are extensive in scope and anticipated to exceed the monthly level of effort estimate. Carollo will provide a level of effort fee estimate for negotiation with the City as supplemental services.

Assumptions for Task 9

- User licenses for web-based access of the GIS data for City staff to be purchased by the City through ESRI.
- Carollo's GIS team to rely on record drawings and mark-ups provided by City staff for making edits to the GIS data. City staff to review GIS data updates posted by Carollo's GIS team and provide comments within 5 business days of notification from Carollo that updates have been posted for review.

Schedule

The schedule of completion for the work described in this scope of services is estimated to be 12 months from receipt of Notice to Proceed.

Cost

Cost for this scope of services is estimated to be **$163,568.50**, as detailed in the attached fee estimate, Attachment B. Costs will be billed on a monthly basis on a time and materials basis. Hourly rates are as shown in the attached Fee Schedule, Attachment C, and are subject to annual adjustments. The City's PM may approve by email subsequent reallocation between tasks within the authorized budget.

ATTACHMENT A

CITY OF SANTA PAULA

MaintStar and ESRI GIS Enterprise Asset Management Systems Implementation

CAROLLO ENGINEERS, INC.

Fee Estimate, December 2021

		LABOR HOURS - Carollo Engineers, Inc.									
Project Role ⇒		Technical Advisors	Project Manager	Asset Management Support			Support Staff	CAROLLO TOTAL		OTHER DIRECT COSTS	TOTAL LABOR & EXPENSES
Labor Category ⇒		Project Professional	Professional	Assistant Professional	GIS Senior Technician	GIS Technician	Document Processing / Tech Writer / Graphics				
Project Team Member ⇒		FJ/AC	JR, AB	ME	JS	KC					
Task #	Task Description 2020 rates	$286	$243	$201			$138	Hours	Dollars		
TASK 5 - ASSET MANAGEMENT SUPPORT SOFTWARE RFP		73	14	4			24	114	$ 28,063	$ -	$ 16,544.00
actual	Short-List Vendor Demonstration Scoring & Comparison (Sept 2021)	2.5	0.0	2.5			0.0	5	$ 1,217.50	$ -	$ 1,217.50
actual	Department and staff meetings and vendor coordination (Sep-Oct 2021)	42.25	0.0	0.0			23.50	66	$ 15,326.50		$ 15,326.50

Authorized budget:	$ 103,800.00
Prior billed through Aug 2021:	$ 92,978.50
Costs for Sep - Oct 2021:	$ 16,544.00
Budget less total costs-to-date:	$ (5,722.50)

Task #	Task Description 2021 rates	$286	$249	$206	$216	$159	$142	Hours	Dollars		
TASK 6 - FINAL SOFTWARE SELECTION AND NEGOTIATION		16	0	0	0	0	0	16	$ 4,576.00	$ 800	$ 5,376.00
estimate	Vendor selection coordination and Board package support (Jan)	8						8	$ 2,288.00	$ -	$ 2,288.00
estimate	Attend Board meeting in person	8						8	$ 2,288.00	$ 800	$ 3,088.00
TASK 7 - IMPLEMENTATION SUPPORT		84	0	16	0	0	16	116	$ 29,592.00	$ -	$ 29,592.00
estimate	Ave 4 hrs per week up to 20 hrs per month (Jan - Apr)	80					16	96	$ 25,152.00	$ -	$ 25,152.00
estimate	Non-GIS data coordination with selected vendor	4		16				20	$ 4,440.00	$ -	$ 4,440.00
TASK 8 - GIS DATA DEVELOPMENT SUPPORT		1	0	0	58	160	0	219	$ 38,254.00	$ -	$ 38,254.00
estimate	Facilitate ESRI accounts setup (licensing billed seperately from ESRI)	1			6			7	$ 1,582.00	$ -	$ 1,582.00
estimate	Compile and import existing geospatial digital data files (city trees, traffic control & roads)				4	40		44	$ 7,224.00	$ -	$ 7,224.00
estimate	Software integration/implementation support				8			8	$ 1,728.00	$ -	$ 1,728.00
estimate	Convert Atlas Map Book CAD files to GIS (sewer, storm, water)				40	120		160	$ 27,720.00	$ -	$ 27,720.00
TASK 9 - ANNUAL GIS DATA MANAGEMENT		24	0	0	360	0	0	384	$ 84,624.00	$ -	$ 84,624.00
estimate	ESRI GIS data management estimated as 32 hrs per month, average	24			360			384	$ 84,624.00	$ -	$ 84,624.00
	TOTAL TASKS 6 - 9	125	0	16	418	160	16	735	$ 157,046.00	$ 800	$ 157,846.00

Task 5 costs unfunded:	$ 5,722.50
TOTAL AMENDMENT =>	$ 163,568.50

Notes and Assumptions

Task 5	Includes 15 meetings between Sept 9th and Oct 27th.
Task 6	Level of effort to support the Board package preparation, follow-up with staff on available data, and scope coordination with MaintStar representative, and project management.
Task 7	Level of effort to attend some of the coordination meetings between staff and MaintStar during the implementation phase over 4 months, and project management.
Task 8	Level of effort based on review of CAD files provided by Santa Paula on 12/20/21 (sewer, storm, water).
Task 9	Level of effort based on monthly average estimate for 12 months of supplemental staff suppot for data quality management, updating records for corrections, and new construction; and project management.
ODCs	Other direct costs (ODCs) include travel to attend the Board meeting in person. ESRI licenses, not included, and to be billed to Santa Paula from ESRI.

Attachment C
CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2021

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$206.00
Professional	249.00
Project Professional	286.00
Lead Project Professional	314.00
Senior Professional	335.00
Technicians	
Technicians	159.00
Senior Technicians	216.00
Support Staff	
Document Processing / Clerical	142.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2021	$.56 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	Wednesday, February 16, 2022
P & R	2/16/2022	OES Generator Purchase
PW		Franchise Agreement with Athens Services
PW		Public Works Department Report
Attny		Council Compensation
Finance		CFD Bond Issuance
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
CDD		Cultural Arts Council
Admin		Homelessness Discussion
Finance		Investment Strategy
		FUTURE AGENDA ITEMS
CDD		Rosewood Project Completion
Admin		SoCal Edison discussion on rates
CDD		Franchise esVolta – Public Hearing
CDD		Housing Element Adoption
CDD		Inclusionary Housing DIF
Finance		Citywide User Fee Study
P&R		Teague Park Restroom Construction Contract
CDD		Electric Fence Ordinance
CDD		Ri-Nu Project Application Discussion
Fire		Ventura County Fire Department Report
CDD		Special Event/Vendor Permit Fee Change
PW		Harvard Blvd. Contract Award

Updated 1/27/2022